TO: CITY OF LONG BEACH

CITY MANAGER ATTN: CITY CLERK



ITB PR15-095

INVITATION TO BID

Tree Trimming Services for Parks, Recreation and Marine

333 West Ocean Boulevard, Plaza Level Long Beach, California 90802

33967

CONTRACT NO.

COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT:	Stanton		N THE _	Lst	_ DAY OF .	July		_ 20 _	15 .	_
	СПҮ	STATE				MONTH				
COMPANY NAME:	Great Scott Tree Service, Inc.				TIN:	(FEDERAL TAX IDE	NTIFICATI	ON NUME	BER)	_
STREET ADDRESS:	10761 Court Avenue	_ CITY:	Stant	on		STATE:	_CA_	ZIP:	90680	
PHONE:	714-826-1750		_ FAX:	714-	826-1753					_
si fat	P. Saddilla		Pres	ident /]	Founder	(TITLE)				_
Scott Griffiths	(DDIALT MANA)	_	sgrif	fiths@g	stsinc.com	(EMAIL ADDRESS)				_
si Sty	(SIGNATURE)		<u>CFO</u>	l		(TITLE)				_
Steve Guzowski			sguz	owski@	gstsinc.com					_
	(PRINT NAME)	on 411 o	044D 4 NUE 0		TO OUTSIDE T	(EMAIL ADDRESS)	AL IEOD	AU A		

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.

NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.

NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

NOTARIES ARE NOT REQUIRED F	OR CALIFORNIA BIDDERS.
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed a of the date stated below.	as required by law as APPROVED AS TO FORM 9 9 20 15.
THE CITY OF LONG BEACH	CITY ATTORNEY
BY 9/14	Date Deputy
•	•

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:							
Legal Form of Bidder:							
Corporation X	State of CA						
Partnership	State of						
General	Limited						
	Limited						
Joint Venture	DDA						
Individual	DBA						
Limited Liability Company	State of	-					
Composition of Ownership (more the	on 51% of ownership of the o	roanization): OPTIONAL					
Ethnic (Check one):	ian 51% of ownership of the o	ganization).					
Black	Asian	Other Non-white					
		Caucasian					
1	American Indian	Caucasian					
_	nership (check all that apply):	Lindor 65					
	Yes - Physically Challenge						
Female	No - Physically Challenge						
Is the firm certified as a Disadvanta	aged Business: Yes	No .					
Has firm previously been certified a	as a minority-owned and/or wo	man-owned business enterprise by any other agency?					
Yes	No						
Name of certifying agency:							

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute <u>contracts</u> on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

BID NUMBER ITB PR15-095 PHASE II CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State	e of	
Cour	nty of	
Cour	ity Oi	
On	Before	NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"
	DAIL	
Pers	onally appeared	NAME(S) OF SIGNER(S)
		MANUE (S) OF SIGNET (C)
□ p	ersonally known to me - OR -	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
		WITNESS my hand and official seal.
		SIGNATURE OF NOTARY
		OPTIONAL
Thoug this for		ve valuable to persons relying on the document and could prevent fraudulent reattachment of
	CAPACITY CLAIMED BY SIGN	NER DESCRIPTION OF ATTACHED DOCUMENT
	INDIVIDUAL	
	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	TITLE(S) PARTNER(S)	
	ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	NUMBER OF PAGES
	OTHER.	DATE OF DOCUMENT
	SIGNER IS REPRESENTING:	
	NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name:	None to be Used	

Address: 1	J/A
	ervice Provided: N/A riate designation: MBE_WBE
	s of Ownership: (more than 51%) () American Indian () () Other Non-white () () Caucasian ()
Certified by: Valid thru: _ Dollar value	n/a n/a of participation: \$ 0.00

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO: CITY OF LONG BEACH CITY CLERK 333 W OCEAN BLVD/PLAZA LEVEL LONG BEACH CA 90802

BID DUE DATE:	July 2, 2015
TIME:	11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

Anne Takii	(562) 570-6362
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES	X	NO	

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT - GENERAL CONDITIONS

- 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
- 3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
- 4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
- 5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
- 6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
- 7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
- 8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
- 9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
- 10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
- 11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
- 12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
- 13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT - GENERAL CONDITIONS

- 14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
- 15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
- 16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
- 17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
- 18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
- 19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
- 20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
- 21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
- 22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
- 23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
- 24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
- 25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
- 26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
- 27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s)

CONTRACT - GENERAL CONDITIONS

obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after

CONTRACT - GENERAL CONDITIONS

thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to

CONTRACT - GENERAL CONDITIONS

the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

1. BID OVERVIEW

The City shall qualify bidders in the first phase of this procurement process by having interested bidders first submit the following items for review and qualifications by staff by June 16, 2015 by 11:00 am, PT electronically. Following determination of which bidders are qualified, the City will then invite those qualified bidders to submit pricing (Attachment A and the complete bid package) in a second phase due by July 2, 2015 by 11:00 am, PT to the City Clerk's Office (hard copy).

METHOD OF SUBMISSION FOR QUALIFICATIONS - PHASE ONE:

Electronic qualifications shall be submitted via the City's secure online bidding system. All required sections of the qualifications must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic qualifications submittal. The Bid Management System will not accept late submissions and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their qualifications were submitted successfully. The City will only receive those qualifications that were transmitted successfully.

Qualifications shall be submitted online at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15810

Bidders may submit their qualifications any time prior to the above stated deadline.

Note: Electronic qualifications are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your qualifications, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

2. PHASE ONE: QUALIFICATIONS SUBMISSION REQUIREMENTS

The bid qualifications shall be submitted electronically by June 16, 2015 by 11:00 am, PT:

Each bidder shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required in these specifications. All bidders shall be engaged in the business of providing tree trimming services by the use of its own trained and qualified employees and equipment, materials, and supplies, except as specified in these specifications. The Contractor shall be fully licensed to perform the services required under this Contract.

Bidder must present evidence indicative of its ability to provide and sustain the specified tree trimming services to the satisfaction of the City. Failure to include any of the following information as requested below may cause the Bidder to be ineligible to submit a bid.

BID GENERAL CONDITIONS

- 2.1 Client References: Bidder shall furnish on a separate sheet of paper a list of five current customers, including company names, street address, telephone number and contact person, for whom the bidder has provided similar services. The City intends to contact these customers to determine reliability, bidder's performance, service, and other information. See Attachment C.
- 2.2 General Business Statement: A statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of two consecutive years of recent experience in the provision of the specified tree trimming services for similar size areas with similar levels as those required for this Contract. Bidder shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
- 2.3 Audited Financial Statement: Most recent and complete financial statement of bidder's current assets, liabilities, and net worth with an independent auditor statement/letter.
- **2.4 Work History:** In addition to client references, list all contracts cancelled or not renewed within the last five (5) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

Those items will include:

7.3

1.		Reference List (Attachment C)
2.		General Business Statement
3.		Work History (List of all cancelled contracts and reasons)
4.		Audited Financial Statement
5.		Photocopy of Contractor's License and any other applicable
		Licenses and printout(s) from I.S.A. website for certified arborist
		and other certified staff.
6.		Debarment Certification Form (Attachment B)
7.		Company Information:
	7.4	O
	7.1	Company ownership. If incorporated, the state in which the
		company is incorporated and the date of incorporation. An out-
		of-state Contractor must register with the State of California
		Secretary of State before a contract can be executed
		(<u>http://www.sos.ca.gov/business/</u>). See Attachment I .
•	7.2	Location of the company offices.

Location of the office servicing any California account(s).

BID GENERAL CONDITIONS

- 7.4 Number of employees both locally and nationally. Specify number of full-time and part-time employees residing in Long Beach (for tracking purposes).
- 7.5 Location(s) from which employees will be assigned.
- 7.6 Name, address and telephone number of the Contractor's point of contact for a contract resulting from this ITB.
- 7.7 Company background/history and why Contractor is qualified to provide the services described in this ITB.
- 7.8 Length of time Contractor has been providing services described in this ITB to the <u>public and/or private sector</u>. Please provide a brief description.
- 7.9 Resumes for key staff to be responsible for performance of any contract resulting from this ITB.

Bids will not be accepted from bidders who have not had their qualifications approved by the City.

3. PROJECT OVERVIEW

The City of Long Beach is seeking a Contractor to provide all labor, materials, equipment, and services necessary to perform tree trimming services, including tree removal and stump grinding for the City of Long Beach Parks, Recreation and Marine Department. These services include scheduled trimming and tree removals, as well as emergency trimming and removal services. The term shall be for two years with two annual renewal options.

The scope of services includes the following:

- 1) Parks, (163 sites)
- 2) Beach Areas (7 sites)
- 3) Marinas (9 sites)
- 4) MTA Right-of-Way (various sites)

4. BID TIMELINE (ALL TIMES LISTED ARE PACIFIC TIME (PT))

Bid Release Date:	May 19, 2015
Mandatory Pre-bid Conference	May 28, 2015 at 1:00 PM
Questions due to the City:	June 3, 2015 by 4:00 PM
Response from City to bidder:	June 9, 2015 by 4:00 PM
Qualifications Submittal Due:	June 16, 2015 by 11:00 AM
Bid Response due (from qualified firms):	July 2, 2015 by 11:00 AM

5. MANDATORY PRE-BID CONFERENCE

The City will conduct a Mandatory Pre-bid Conference on May 28, 2015 at 1:00 PM at the Parks, Recreation and Marine Admin Building Lobby, located at 2760 N. Studebaker Road, Long Beach, CA 90815. (Cross streets are Studebaker Road and Barrios Street). The purpose of this conference is to provide answers to questions regarding the bid document. It is recommended that Contractors bring a copy of the bid document to this meeting, as limited copies will be available.

MANDATORY PRE-BID CONFERENCE SCHEDULE

Date: May 28, 2015 Time: 1:00 PM

Location: Parks, Recreation & Marine Administration Building

2760 N. Studebaker Rd, Large Conference Room

Long Beach, CA 90815

Contact (562) 570-3100 (Parks Main Phone Line)

Please check-in at reception desk. There is a parking lot in the back and street parking available.

ATTENDANCE IS MANDATORY. There will be a sign-in sheet for vendors to sign as proof of attendance, which will be posted on the City's website.

6. <u>BID SUBMISSION INSTRUCTIONS</u>

METHOD OF SUBMISSION FOR BID - PHASE TWO:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

In addition to a pre-bid conference, the Purchasing Division will also accept questions and/or comments in writing. For questions regarding this bid, submit all inquiries via email to: PurchasingBids@longbeach.gov by June 3, 2015 by 4:00 PM, PT. Responses to the questions will be posted on the City's website: www.longbeach.gov/purchasing under the "Bids/RFPs" tab no later than June 9, 2015 by 4:00 PM, PT.

It is recommended that all bidders visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above, and for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

 _Electronic	media	сору	of	entire	bid	document	saved	as	а	PDF
readable f	file on a	USB (driv	e, or C	D					

BID GENERAL CONDITIONS

Bid Section (Attachment A)	
Debarment Certification Form (Attachment B) hard copy ve	ersion
with signature	
W-9 Form and Vendor Application Form (Attachment D)	
Bidder Bond/Cashier's Check for \$35,000 (Attachment E)	
Equal Benefits Ordinance (EBO Form) (Attachment H)	
Printout from Secretary of State Website of business	entity
(Attachment I)	-
Small Business Enterprise (SBE) COLB Commitment	Plan
(Attachment J)	
Proof of Insurability	

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one (1) electronic media copy (USB drive, or CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach C/O City Clerk Attn: Anne Takii 333 W. Ocean Blvd., Plaza Level Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB PR15-095 for Tree Trimming Services for Parks, Recreation and Marine

Bids must be received by 11:00 AM PT, July 2, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

7. WORK CONFERENCE

Prior to the commencement of work and after execution of the Contract, the Department of Parks, Recreation, and Marine will contact the Contractor to make arrangements for a preliminary conference with all interested parties. The Contractor shall submit a written proposed work schedule (for completion of work) to the City at the preliminary conference.

8. LICENSE

Contractor's License

The undersigned hereby declares that he/she is a Contractor and has been in business for __39__ years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits.

BID GENERAL CONDITIONS

The Contractor shall hold valid C61/D49 and C27 Contractor's License at the time of the qualifications submittal (Phase One).

California's Contractor's License No.: _____ Expires _______ Classification ______ C27 Long Beach Business License No.: ______ (Required upon notification of award)

Bidder shall include a copy of their Contractor's license or printout from the California Contractor's website showing a valid license at www.cslb.ca.gov with their bid.

Long Beach Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to: www.longbeach.gov/finance/business_license.

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach,

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbbiz@longbeach.gov.

Long Beach Business License Number:

(Required Upon Notification of Award)

9. AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

In case of error in a discrepancy between the hard copy unit prices and prices on the electronic copy, the hard copy shall govern.

10. FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

11. ADDITIONAL WORK

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

12. REQUIREMENTS FOR SUPPLEMENTAL INFORMATION

Following the evaluation of bids, and prior to any consideration of award, the apparent lowest responsible bidder will be required to provide supplemental information such as the number of employees, types of tools, and vehicles used under this Contract. The supplemental information will be used to evaluate the bidder's ability to fulfill the terms of the Contract.

13. **DEBARMENT**

This bid has the potential to be a recipient of Federal funds. In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov). Please complete **Attachment B**. (Phase One). Please include a hard-copy version for Phase Two.

14. PROOF OF INSURABILITY

A letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions and Amendments hereof) will be available at the time of award of the Contract. Letter of intent from insurance brokers will not be considered acceptable substitutes. To be included in your bid submission (Phase Two).

15. RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any bid that does not affect the validity of the bid or does not give the bidder a competitive advantage over other bidders.

The City may disqualify an otherwise qualified bidder for reasons including, but not limited to the following:

- a. Submission of more than one bid for the same services by an individual, firm, partnership, or corporation under the same or different names.
- b. The City reserves the right to reject any bid that appears to be unreasonably low for the work to be performed in compliance with all applicable state, federal and local laws or regulations.

16. RENEWALS

If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

Unit price increases will not be allowed during the initial twenty-four month period.

17. PRICE INCREASE:

۹.	Shall not exceed	4.0	_ %	during the first renewal period.
3.	Shall not exceed	4.0	%	during the second renewal period.

18. BOND PROVISIONS

18.1 BID BOND

A thirty-five thousand dollar (\$35,000) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with bond instructions. The Bid Bond shall be submitted on the City's Bid Bond Form (**Attachment E**), if awarded a Contract, will execute and deliver such Contract to the City Purchasing Agent within ten (10) days after such Contract is tendered to him.

If the Bidder to whom the Contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds, insurance documents, and any other documents requested by the City within fourteen (14) days after the contract is tendered to him for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

BID GENERAL CONDITIONS

Check One:	(X) Bid Bond is attached	
	() Certified Check No in	the amount of \$
In lieu of the s the following E Beach, Califor	atisfactory Bidder's bond required, your atte Bidder's bonds on file in the Office of the Cit rnia.	ention is directed to one of y Clerk of the City of Long
Annual Bidder	's Bond, City Bond No. N/A	EM
Continuous Bi	dder's Bond, City Bond No. N/A	EM-C
	Certified Check received from unsuccessfureturned upon the City's awarding of a conf	

18.2 Labor and Materials Bond

The successful bidder shall submit a Labor and Materials Bond for 100 percent of cost of bid if the total bid amount is more than \$25,000. Successful bidder shall only be required to submit bond if award is made and notice given by the City. The bond will be issued to the City of Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City. See (Attachment F). The labor and materials bond can be for a period of one year and then be renewed for the second year of the two-year term.

18.3 Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if they are awarded a contract by the City and the total bid amount exceeds \$50,000. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City. See **Attachment G**. The performance bond can be for a period of one year and then be renewed for the second year of the two-year term.

18.4 Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified

copy of a resolution of its Board of Directors authorizing execution by said individual(s).

18.5 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

19. PREVAILING WAGE

This project is a prevailing wage job. The Contractor, its agent, employees and subcontractors shall comply with provisions of the California Labor Code, including those relating to payment of prevailing rates of wages. Please visit California's DIR's website, http://www.dir.ca.gov/dlsr for more information.

All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or

BID GENERAL CONDITIONS

subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The Contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

Please refer to communication dated June 9, 2015 from the Department of Industrial Relations as it applies to this bid. (Attachment K).

20. <u>BID PROTEST PROCEDURES</u>

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3rd) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

BID GENERAL CONDITIONS

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filling a Government Code Claim or initiation of legal proceedings.

21. AMENDMENTS TO INSURANCE

These changes amend the insurance requirements found on Page 9 Section 30:

- Section 30(a)—General liability limits shall be increased from One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate to Two Million Dollars (US \$2,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Contractor shall state if wood chippers and bucket trucks are used. Mobile equipment coverage shall not be excluded from the general liability coverage.
- Section 30(C.)—Automotive Liability Limits shall be increased from Five hundred thousand (US \$500,000) to One Million Dollars (US \$1 million).

22. SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Subcontractors shall be allowed for support services. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

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If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) References as specified on **Attachment C** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids

shall include a plan by which the City will be notified of such payments.

d) Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 30 C.

The Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

23. COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

24. NOISE CONTROL

The Contractor shall endeavor to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours. In consideration of residents, the Contractor shall not use any power tools prior to 8:00 a.m. Reference the City's Municipal Code LBMC 8.80.200.

Excerpt from the City's Noise Ordinance:

Excerpt from Long Beach Municipal Code (LBMC) below:

8.80.200 - Noise disturbances—Acts specified.

M.

Domestic power tools.

- 1. Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, or similar tool between ten p.m. and seven a.m. the following day so as to create a noise disturbance across a residential or commercial real property line.
- 2. Any motor, machinery, pump, etc., shall be sufficiently enclosed or muffled and maintained so as not to create a noise disturbance.

3. Operating leaf blowers, consisting of portable power equipment used in any landscape maintenance, construction, property repair or property maintenance for the purpose of blowing, dispersing or redistributing dust, dirt, leaves, grass clippings, cuttings, or trimmings from plants, trees or other debris is unlawful if operated within any residential area or in any nonresidential area within four hundred feet (400') of any residential area in the City between the hours after eight p.m. and before eight a.m. Monday through Friday, after five p.m. and before nine a.m. on Saturdays, and after five p.m. and before eleven a.m. on Sundays and legal holidays. Notwithstanding the provisions of Section 8.80.380, violations of this Subsection 8.80.200.M.3 shall be infractions except as specifically provided in this Section. The first violation in any one (1) year period shall be subject to a fine of fifty dollars (\$50.00); a second violation in any one (1) year period shall be subject to a fine of seventyfive dollars (\$75.00); a third violation in any one (1) year period shall be subject to a fine of one hundred dollars (\$100.00). A fourth or subsequent violation of this Subsection in any one (1) year period may be filed as a misdemeanor. Notwithstanding the provisions of any other Section in this Chapter, the provisions of this subsection may be enforced by a Police Officer;

• 8.80.202 - Construction activity—Noise regulations.

The following regulations shall apply only to construction activities where a building or other related permit is required or was issued by the Building Official and shall not apply to any construction activities within the Long Beach harbor district as established pursuant to Section 201 of the City Charter.

- A. Weekdays and federal holidays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity which produce loud or unusual noise which annoys or disturbs a reasonable person of normal sensitivity between the hours of seven p.m. and seven am. the following day on weekdays, except for emergency work authorized by the Building Official. For purposes of this Section, a federal holiday shall be considered a weekday.
- B. Saturdays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity which produce loud or unusual noise which annoys or disturbs a reasonable person of normal sensitivity between the hours of seven p.m. on Friday and nine a.m. on

BID GENERAL CONDITIONS

Saturday and after six p.m. on Saturday, except for emergency work authorized by the Building Official.

C. Sundays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity at any time on Sunday, except for emergency work authorized by the Building Official or except for work authorized by permit issued by the Noise Control Officer.

25. PAYMENT DEDUCTIONS / CONTRACTOR NON-COMPLIANCE

Payments shall be made for services completed. No payments shall be made for non-performance of services.

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's invoice for work not performed. The City will give notice describing deficient work or work not performed and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contractor may be terminated in accordance with and as described in "Default By Contractor', upon Contractor's failure to correct deficiencies in a timely manner.

The Contractor shall be responsible for responding to tree related emergency situations during normal business hours of operations, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Long Beach.

As part of this contract, the Contractor shall be required to make the City of Long Beach their priority client for responses during emergencies that cover Los Angeles County area.

- a. Telephone responses by the Contractor to tree related emergency calls during normal business hours of operation and after-hours shall be made within twenty-five (25) minutes of the initial call.
- b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operations is thirty (30) minutes.
- c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is two (2) hours.

d. Failure to meet these requirements by the contract firm shall result in a \$500 penalty for each occurrence.

26. PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The work shall be conducted in such a manner, which will cause the least possible interference with or annoyance to the public.

Protect existing improvements within private and public property, including landscaping, turf, sprinkler systems, hardscapes, roadway lighting, and signs from damage. Any such damaged improvements shall be restored or replaced at the Contractor's cost to their original condition to the satisfaction of the City.

The Contractor shall not drive equipment onto private property for the purpose of removing brush or debris.

27. SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials, or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A Safety Orders. The Contractor shall inspect all potential hazards at safe facilities and keep a log indicating the date inspected and the action taken. All services provided and materials used shall be in accordance with accepted Industry standards.

28. <u>INQUIRIES AND COMPLAINTS</u>

The Contractor shall maintain a telephone listed in the telephone directory in its own name or in the firm name by which is most commonly known. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Foreman or an employee of the Contractor who is responsible for providing the tree trimming services shall be available for notification through electronic communications.

29. ORDER OF WORK

The Contractor shall provide to the Department of Parks, Recreation, and Marine a schedule of non-emergency work, seven (7) days prior to the actual commencement of work. The Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City, and shall complete all work according to the bid specifications herein. Unless, otherwise directed.

The Contractor shall be aware that changes in the Contractor's schedule may be necessitated by various special events. The City's designated representative(s) shall provide the Contractor with information regarding such special events at the earliest possible time.

The tree trimming priority of the location shall be established as the work progresses. The Contractor may work within several locations simultaneously if they are in close proximity to one another, as approved by the City. Once work is started, however, all work in each location, including clean up, shall be completed before moving to another.

30. DAMAGE

The Contractor shall repair or replace all City-owned facilities that are damaged as a result of its operations within 48 hours after notification by the City. At the option of the City's Manager of Maintenance Operations, the repair or replacement work will be performed by City personnel. In either case, the Contractor shall be solely responsible to pay all costs for restoring existing improvements.

31. PROTECTION OF EXISTING IMPROVEMENTS

The Contractor shall become familiarized with all existing installations, both public and private, at the various work sites and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage to property caused by the Contractor, its employees, agent, and subcontractors and any damage which may have been prevented by the Contractor, its employees, agents, or subcontractors shall be repaired, at the Contractor's expense, within ten (10) calendar days after such damage is caused. Water service breaks shall be repaired the same day. In the event that the Contractor fails to repair such damage, the City will make the repairs or cause them to be made, and the cost of repairs shall be deducted from the money due or to become due the Contractor.

The Contractor's vehicles shall utilize routes designated by the City. No vehicles may be driven on turf areas without the approval of the City. When approved to drive on turf areas, any vehicle or equipment that have fluid leaks, must have cardboard under them to contain the leaks. In Queensway Bay, no vehicles may be driven on pavers and other hardscapes without the approval of the City.

BID GENERAL CONDITIONS

The Contractor's vehicles and equipment shall not deposit oil, fluids, litter, foreign substances, or other debris into a gutter, storm drain, or paved surface where it could be carried to the storm drain system or to a body of water. The City reserves the right to require the Contractor to install "diapers" on any and all vehicles/equipment.

32. EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance shall not apply to this bid. Please visit the City's website at

http://www.longbeach.gov/finance/business relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment H.**

33. LOCAL PREFERENCE - EXEMPT

Local Preference shall not apply to this bid, as the amount is estimated to exceed \$100,000.

34. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

http://www.sos.ca.gov

See **Attachment I**. Please include a printout of your business entity from the website.

35. SMALL BUSINESS ENTERPRISE GOAL (SBE)

There is a combined zero percent (1%) SBE Goal associated with this request. See Attachment J.

36. BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders (po)) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. The Contractor must reference the po number and not the BPO number on all invoices.

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order.

37. INVOICING

The bill to address for this contract shall be:

City of Long Beach
Department of Parks, Recreation & Marine
2760 Studebaker Rd
Long Beach, CA 90815

Invoices shall be sent electronically to PR-AcctsPay@longbeach.gov.

38. ESTIMATED QUANTITIES

The quantities stated herein are only estimates. The actual number of trees to be trimmed is dependent upon available budget resources. The Contractor shall furnish whatever quantities are specified by the City, at whatever locations are specified by the City, after the award of the Contract, whether the quantities are more or less than the estimates, at the unit prices bid. There is no guarantee that the total amount of bid will be reached, and it may be exceeded.

39. PAYMENT

Payment for trimming each genus of trees, including use of special equipment, removal and disposal of trimmings, and distributing and posting advanced notice, as specified herein, will be made at the unit prices bid, regardless of tree size. Certain species of trees in certain locations shall be trimmed twice per year.

The City shall make payments only for the actual number of trimmed trees after inspection and approval by the City.

40. <u>DEFAULT BY CONTRACTOR / TERMINATION</u>

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

41. CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

BID GENERAL CONDITIONS

42. VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

43. WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

44. VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

CUSTOMER SERVICE:

Contact Name:	Jeanie Roulson
Contact Direct Phone:	714-826-1750 x: 304
Contact Cell:	714-514-5351
Contact Fax:	714-826-1753

BID GENERAL CONDITIONS

Contact E-mail: -	jroulson@gstsinc.com
I.S.A. CERTIFIED ARB	ORIST:
Contact Name:	Jeff Melin
Contact Direct Phone:	714-826-1750
Contact Cell:	714-287-8215
Contact Fax:	714-826-1753
Contact E-mail:	jmelin@gstsinc.com
EMERGENCY CONTA	CT 24/7:
Contact Name:	Moises Salinas
Contact Direct Phone:	714-826-1750 x: 311
Contact Cell:	714-514-4519
Contact Fax:	714-826-1753
Contact E-mail:	msalinas@gstsinc.com
BILLING CONTACT:	
Contact Name:	Claudia Polk
Contact Direct Phone:	714-826-1750 x: 321
Contact Cell:	
Contact Fax:	714-826-1753
Contact F-mail	cpolk@gstsinc.com

CONTRACT SPECIFICATIONS

A. **GENERAL**

- In all matters affecting the work or the extent of the trimming to be accomplished, the Contractor shall comply with the requirements specified herein. Under no circumstances shall the Contractor follow any instructions from homeowners or other persons, including City employees, other than the City's designated representative(s) from the Department of Parks, Recreation, and Marine.
- 2. All trees shall be trimmed as is appropriate to individual species, and shall conform to the standards set forth by the <u>International Society of Arboriculture (I.S.A.)</u> and the guidelines below. All tree-trimming shall be managed by an I.S.A. certified arborist and certified tree worker, who shall also be available for consultation and/or inspection of disputed work. The name of this arborist shall be provided with the bid.
- 3. All trimming service for trees above 20 feet shall be laced.
- 4. Low branches and foliage shall be removed to a clear height of 12 feet over sidewalks, parkways, and median islands and 16 feet over the roadway.
- 5. Limbs, which extend beyond the natural perimeter of an outside symmetrical form, shall be shortened.
- 6. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs four (4) inches or more in diameter. Remove cross limbs and waterspouts. Open trees so as to produce less wind resistance.
- 7. Final pruning cut shall be made to favor the earliest covering of the wood by callous growth. This requires that the cut be reasonably flush within the shoulder ring area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts, which product large wounds and weaken the tree at the cut, shall not be made.
- 8. All Washingtonia robusta and Phoenix dactylifera shall be skinned, and all fruiting and flowering stalks shall be removed.
- Queensway Bay has several different species of palms that may require specific pruning, per direction by City staff.
- 10. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraised cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
- 11. All pruning and cutting tools shall be cleaned and disinfected prior to moving from one location to another to prevent the spread of disease. If disease is present in a tree, the Contractor shall clean and disinfect tools prior to trimming another tree.
- 12. Climbing maybe required in some remote areas that equipment is not able to reach and in these instances spiked shoes/boots shall not be used.

CONTRACT SPECIFICATIONS

- 13. Trim to clear all adjacent structures by five (5) feet.
- 14. Remove ivy or any vines from the canopy and base of trees. Removal of ivy shall be considered as included in the unit prices bid; therefore, no additional payments will be made.
- 15. Rid trees of bees (including Africanized Honey Bees) and/or rodents prior to trimming, if necessary to trim trees. Ridding trees of bees and/or rodents shall be considered as included in the unit prices bid; therefore, no additional payment will be made.
- 16. Tree removals must include stump grinding.

B. MTA BLUELINE RAIL

- 1. MTA Blueline Rail tree trimming is required annually and will require the contractor and all their staff to attend a minimum of three (3) training sessions every year. There is a one-time Safety Rail Track Allocation training, an additional meeting with City Staff prior to the actual work, and a radio orientation training.
- 2. In order to accomplish this work, the MTA must stop all services and lock down the track operations for the duration of the project. This requires around-the-clock tree trimming to take place in the middle of the night and continue for up to two (2) or three (3) days until the project is completed.
- 3. The project can require up to two (2) to four (4) towers at a time in order to complete within the time frame of the project.
- 4. Contractor must ensure that all of the debris is removed and thoroughly cleaned up off the surrounding areas and must all be completed prior to leaving the site.
- 5. The Contractor is responsible for the track allocation permit, notifications, and any traffic controls required by the City.

C. <u>DISTURBANCE OF NESTING BIRDS</u>

The Contractor will need to be in compliance at all times with the Department's tree policy. The Contractor will need to be aware of the nesting seasons of birds when scheduling tree-trimming operations. The Contractor shall consult with the designated City representative before initiating tree trimming operations where there is a reasonable possibility that active nesting is occurring. The City reserves the right to require the Contractor to reschedule tree-trimming operations if active nesting is occurring. Known nesting periods are noted in the bid specifications or the City's Tree Trimming Policy.

D. **ENVIRONMENTAL REQUIREMENTS**

1. The Contractor shall conduct all aspects of its operation in compliance with all City, state, and federal laws and regulations.

CONTRACT SPECIFICATIONS

2. The Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES permit and Storm Water Management Plan.

STORMWATER MANAGEMENT AND NATIONAL POLLUTANT DISCHARGE ELIMINATION PROGRAM (NPDES) REGULATIONS

Contractor shall conduct all aspects of the Work in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related Best Management Practices (BMPs) that the City and its contractors must adhere to.

These procedures contain pollution prevention and source control techniques to minimize the impact of activities upon dry-weather urban runoff, storm water runoff, and water quality.

Order No. 99-060 is available on the City's website and related BMPs are on file in the office of the City's Director of Public Works, which is located at 333 West Ocean Blvd. in the City of Long Beach. The Contractor hereby acknowledges that it has read, reviewed and understands the Order and the BMPs as they relate to the Work and hereby agrees to perform the Work in conformance therewith. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

- 3. The Contractor shall immediately inform the City of any investigation, citation, or legal action by any state or federal agency related to the Contractor's obligations under this Contract, and shall defend, indemnify, and hold harmless the City, its officials, and employees harmless from any loss, claim, demand, damage, liability, cause of action, proceeding, cost and expense (including Attorney's fees) including, but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractors failure to comply with any state or federal law, regulation, or rule.
- 4. In preparing the bid, the bidder shall consider the following conditions pertaining to the completion of the specified maintenance tasks:
 - 4.1. The Contractor must conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
 - a. Appurtenances must be cleaned by a method or methods that do not result in runoff going into any body of water, gutter, or storm drain. Only potable water may flow into any body of water, gutter, or storm drain.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other material or substance may be washed, swept, or blown into the ocean, street, or storm drain.

CONTRACT SPECIFICATIONS

d. All liquids, including but not limited to rinse water, cleaning agents and pesticides, and their containers, must be properly disposed of in compliance with all laws, rules, and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain, or paved surface where it could be carried to the storm drain system or to a body of water.

E. REFUSE DISPOSAL

1. The Contractor shall be responsible for, and pay the costs of, the disposal of all tree trimmings and other waste (i.e. refuse), collected by the Contractor in the performance of the work specified. The refuse collected by the Contractor shall be removed off-site and disposed of, at a properly licensed facility, in a manner which results in diversion credit to the City. Materials shall not be disposed of in a landfill except in unusual circumstances and only upon written authorization of the City's representative.

The Contractor shall maintain logs regarding its refuse collection and disposal and make those logs available to the City for inspection on reasonable notice.

- a. The vegetation and debris resulting from the work shall be composted or otherwise reused in a lawful manner, which results in the City being credited with a 100 percent diversion rate. It is the Contractor's responsibility to ascertain both that each type of waste (green waste, solid waste, or hazardous waste) is properly transported and that the facility or facilities to which such waste is transported is properly licensed to process that type of waste. The Contractor shall provide the City with documentation of green waste diversion sufficient to meet the requirements of the California Integrated Waste Management Board. At all times, the Contractor shall comply with all laws and regulations governing the transportation, processing, and disposal of each type of waste.
- b. If a chipper is used on site, the City may provide areas for wood chips. The allowance for wood chips varies from site to site and is determined by the need, available space and appropriate or desired tree species.
- c. The Contractor must conduct all operations in accordance with the Storm Water management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
- d. The area shall be left free of debris and trimmings for pedestrian and vehicular traffic at the close of each day's operation. No litter, debris, oil, grease, "green waste," or other materials and substances may be washed, swept, or blown into the ocean, storm drains, streets, or gutters.

F. <u>DISTRIBUTION OF NOTICES AND POSTING NO PARKING SIGNS</u>

 Notices to trim trees shall be provided by the City and it shall be the Contractor's responsibility to distribute the notices 48 hours prior to the trimming of trees. Specifically, the Contractor shall: (a) distribute notices to all residents immediately adjacent to parks and in the Alamitos Bay Marina, Downtown Marina and Queensway Bay area and (b) provide 100 copies of the notice to the Marina Operations Office.

CONTRACT SPECIFICATIONS

- 2. Traffic control will be required for the Alamitos Bay Marina, Downtown Marina, Queensway Bay area and MTA trimming.
- Furnish and affix to the notices, prior to distributing them, stick-on labels with the Contractor's name, address, daytime telephone number, emergency telephone number, and foreman's name printed on the label.
- 4. Post temporary "NO PARKING" signs at the locations to be trimmed 48 hours prior to the tree trimming. The Contractor shall remove these signs as soon as the trimming at that location is completed. Said signs shall be furnished by the City and posted by the Contractor with day, date, and hours clearly printed thereon. The Contractor shall request signs for a specific location at least 7 days prior to the commencement of work at that location.
- 5. If for any reason a location cannot be trimmed on the day scheduled, the "NO PARKING" signs shall be removed and the location shall not be rescheduled for trimming for the next 48 hours.
- 6. Full payment for furnishing and affixing labels to and distributing notices of tree trimming and posting and removing "NO PARKING" signs shall be considered as included in the unit prices bid; therefore, no additional payment will be made.

G. URGENT/EMERGENCY TREE TRIMMING AND REMOVAL SERVICES

- 1. The City may, at its discretion, authorize the Contractor to perform urgent/emergency tree trimming and tree removal, when the need for such work arises.
- 2. Urgent tree trimming services, the Contractor shall complete additional work within 48 hours after the City's request, unless the City specifies that a longer response time is acceptable.
- 3. Emergency tree trimming, immediate phone response is required and action within 12 hours of the call. Emergency service may require trimming and removal.
- 4. The number of trees to be trimmed may range from a single tree to several dozen trees. The actual number of trees, the location of the trees, and the species of trees cannot be anticipated. The bidder must not rely on receiving a request from the City for additional work in preparing and submitting a bid.
- 5. Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for this work deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.
 - a. For authorized work, the Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that the Contractor's estimate for the work is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
 - b. For authorized work designated as urgent/emergency tree trimming or tree removal, payment shall be based on the Contractor's estimate for such work. The City shall

CONTRACT SPECIFICATIONS

authorize such work based upon the Contractor's estimate and thereafter Contractor shall submit an invoice to the City, in all respects satisfactory to the City, which shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of the Contractor's estimate for such work. In the event that the City does not authorize such work, the City reserves the right to perform such work with City forces or to contract with a third party for such work.

6. When bidding on urgent/emergency tree trimming and tree removal section, the bidder is cautioned to include all mobilization and general costs in the "Mobilization Fee" bid item, which will be the same regardless of the number of trees to be trimmed or removed. For the subsequent bid items, the bidder shall bid a standard cost to trim and remove a tree regardless of the number to be trimmed and/or removed.

Locations and the Time Line Criteria for each of the areas are identified below. Tree locations, count and species are ESTIMATES only and may change due to time, weather, tree conditions and the priorities deemed necessary at the time by the city staff.

Standard Time Line Criteria:

The awarded contractor shall be a provided with a copy of the City's Trimming Policy containing the City's trimming schedules.

- 1. CITYWIDE PARKS
 - a. Time Line Criteria:
 - Standard
 - b. Locations include but are not limited to the follow:
 - Parks
 - Open Space/Undeveloped
 - c. Estimated type of trees
 - Canary Island Pines
 - California Sycamore
 - Chinese Elm
 - Shamel Ash
 - Coast Live Oak
 - Chinese Flame
 - Blue Gum
 - Jacaranda
 - Mexican Fan Palm
 - Brazilian Pepper
 - Willow Acacia
 - California Pepper
 - Queen Palm
 - Aleppo Pine

CONTRACT SPECIFICATIONS

2. BEACH AREAS

- a. Time Line Criteria:
 - Standard
- b. Locations include but are not limited to the follow:
 - Junipero parking lot
 - · Belmont Plaza and Pier parking lot
 - Bayshore playground
 - Alamitos Park
 - Colorado Lagoon
 - Marine Stadium
 - Marina Park (Mothers Beach)
- c. Estimated type and quantities of trees
 - Mexican Fan Palm 800
 - Eucalyptus 52
 - Coral 40
 - Date Palm 70
 - Ficus 11

3. ALAMITOS BAY MARINA

Note: Herons are known to nest in the trees in this location during the months of March through August. At all times, any trees with evidence of nesting activity shall be avoided and trees in their vicinity will be hand pruned without using any power equipment.

- a. Time Line Criteria:
 - Mexican Fan Palms shall not be trimmed between January 15th and September 15th
 - All other trees shall be trimmed according to the Standard Time Line Criteria.
- b. Locations include, but are not limited to the following:
 - Road to Marine Bureau Headquarters
 - Basin 1
 - Oil Dock Road
 - Basin 2
 - Basin 3
 - Basin 4
 - Marina Drive
 - Basin 6
 - Overlook Park
- c. Estimated type and quantities of trees
 - Mexican Fan Palm 850
 - Date Palm 51
 - Ficus 16

CONTRACT SPECIFICATIONS

- Eucalyptus 11
- 4. DOWNTOWN MARINA/QUEENSWAY BAY

Note: Herons are known to nest in the trees in this location during the months of March through August. At all times, any trees with evidence of nesting activity shall be avoided and trees in their vicinity will be hand pruned without using any power equipment.

- a. Time Line Criteria:
 - Mexican Fan Palms shall not be trimmed between January 15th and September 15th
 - All other trees shall be trimmed according to the Standard Time Line Criteria.
- b. Locations include but are not limited to the following:
 - Shoreline Village Drive
 - Magnolia Slopes
 - Banana Island
 - Shoreline Slope
 - Rainbow Lagoon
 - Rainbow Harbor
 - · Aquarium and parking structure
 - Marina Green Park
 - South Shore Launch Ramp
 - Downtown Marina
 - Shoreline Aquatic Park
- c. Estimated type and quantities of trees
 - Mexican Fan Palm –1,300
 - Ficus 60
 - Eucalyptus 85
 - Queen Palm 65
 - Fan Palm 50
 - Corals 60
- 5. MTA RIGHT-OF-WAY
 - a. Time Line Criteria:
 - Standard
 - b. Estimated type and quantities of trees
 - Mexican Palm Trees –200

Note: Please refer to Section B under Contract Specifications regarding the requirements for trimming this area.

BID SECTION

ATTACHMENT A - REVISED

SUBMITTED IS OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS, AND TERMS AND CONDITIONS TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO PERFORM TREE TRIMMING SERVICES INCLUDING TREE REMOVAL AND STUMP GRINDING.

PRICES QUOTED SHALL BE FOB DESTINATION FREIGHT PREPAID OF THE CITY OF LONG BEACH. PRICES SHALL INCLUDE ALL SHIPPING AND DELIVERY FEES. BIDDERS SHALL NOT INCLUDE FEDERAL EXCISE TAX OR STATE RETAIL SALES TAX IN THE PRICES QUOTED.

THE BIDDER IS REQUIRED TO BID ALL BID ITEMS IN A GIVEN BID SECTION.

BASE BID SECTION 1A: CITYWIDE PARKS, BEACHES, MARINAS AND QUEENSWAY BAY

	DESCRIPTION	EST. QTY	UNIT PRICE	EXT PRICE
1.	Ash	1,300	\$ 84.50	\$ <u>109.850.00</u>
2.	Carob	500	\$ <u>74.50</u>	\$ 37,250.00
3.	Carrot Wood	200	\$ <u>77.50</u>	\$ 15,500.00
4.	Coral (first trim)	150	\$ <u>134.50</u>	\$ 20,175.00
5.	Coral (second trim)	150	\$ _74.50	\$ _11,175.00
6.	Jacaranda	750	\$ <u>74.50</u>	\$ 55,875.00
7.	Eucalyptus	950	\$ <u>77.50</u>	\$ 73,625.00
8.	Elm	1,500	\$ <u>77.50</u>	\$ 116,250.00
9.	Ficus	150	\$ <u>97.50</u>	\$ <u>14,625.00</u>
10.	Oak	1,200	\$ <u>64.50</u>	\$ 77,400.00
11.	Pepper	700	\$ <u>62.50</u>	\$ 43,750.00
12.	Palm Trees	50	\$ <u>49.50</u>	\$ _2,475.00
13.	Pines	2,000	\$ <u>87.50</u>	\$ _175,000.00
14.	Queen Palm (first trim)	265	\$ 27.50	\$ <u>7,287.50</u>
15.	Queen Palm (second trim)	265	\$ 22.50	\$ <u>5,962.50</u>
16.	Sycamore	1,500	\$ 82.50	\$ 123,750.00
	SUBTOTAL Section 1A:	11,630		\$ 889,950.00

BID SECTION

(Bid Section 1 continued)

Base	Bid	Section	1B	Palm	Trees
------	-----	----------------	----	-------------	--------------

	UNII	PRICE	IFRICE
•			

17. Mexican Fan Palm (without 3,600 \$<u>27.50</u> \$<u>99,000.00</u>

skinning)

18. Mexican Fan Palm (second trim) 3,600 \$ 24.50 \$ 88,200.00

SUBTOTAL Section 1B: \$ <u>187,200.00</u>

Base Bid Section 1C

- 19. Mexican Fan Palm (with skinning) Per Foot \$\frac{12.50}{}
- 20. 3-Man Crew for trees Rate Per Hr: \$_222.00 inaccessible with equipment. (Once a year for 1 park).

SUBTOTAL Section 1C: \$ 234.50

Subtotal for Section 1:

Section 1A: <u>889,950.00</u>

Section 1B: <u>187,200.00</u>

Section 1C: 234.50

TOTAL for Section 1: 1,077,384.50 (Section1A + 1B+1C)

BASE BID SECTION 2: URGENT/EMERGENCY TREE TRIMMING

The bidder is cautioned to *include all mobilization and general costs* into the "Mobilization Fee" bid item, which will be the same regardless of the number of trees to be trimmed.

There were ten calls for service last year.

DESCRIPTION	<u>UNIT PRICE</u>
Mobilization Fee (Standard-3 man crew)	\$ <u>195.00</u>
Palms	\$ <u>45.00</u>
Coral & Ficus	\$ 180.00
Deciduous (e.g. Ash, Elm, Sycamore)	\$ <u>145.00</u>

BID SECTION

Evergreen (e.g. Pines, Eucalyptus)	\$ <u>145.00</u>)
	SUBTOTAL Section 2:	\$ _710.00
The City will award based on the to 1 and 2); however the City reserve basis.	otal bid pricing found in the es the right to award alte	he Base Bid (Sections ernates on a separate
Section 1: \$ 1,077,384.50		
Section 2 \$_710.00		
TOTAL BASE BID: 1,078,0	094.50 (Sec	tion 1 + Section 2)

One million seventy-eight thousand ninety-four dollars and fifty cents dollars. (Write out total base amount bid amount in words)

ATTACHMENT A

BID SECTION

BID ALTERNATES

BID ALTERNATE SECTION 3: MTA RIGHT-OF-WAY

Palms are trimmed on an annual basis.

<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	EXT PRICE
 Mexican Palm Trees 	200	\$ <u>54.50</u>	\$ _10,900.00_

SUBTOTAL Section 3: \$ <u>10,900.00</u>

Note: Please refer to Section B under Contract Specifications regarding the requirements for trimming this area.

The bidder must also complete the following section:

BID ALTERNATE SECTION 4: AS NEEDED TREE REMOVAL

During the course of the Contract, the City may require tree removal services for which the Contractor will be required to remove entire trees of various natures along with the stump and all roots up to two (2) inches in diameter. The number of trees, the location of the trees, and the species cannot be anticipated.

The Contractor must not remove any trees without a request from the City and without prior notification to the City.

The bidder is cautioned to *include all mobilization and general costs* into the "Mobilization Fee" bid item, which will be the same regardless of the number of trees to be removed.

DESCRIPTION	<u>UNIT PRICE</u>		
Mobilization Fee (Standard 3 man crew)	\$ 195.00		

SUBTOTAL Section 4A: \$ 195.00

Section 4B Tree Removals by DSH

<u>DSH</u>	EST. QTY.	UNIT PRICE	EXT PRICE
0-4"	50	\$ <u>95.00</u>	\$ <u>4,750.00</u>
4"-10"	100	\$ 295.00	\$ 29,500.00
10"-17"	150	\$ <u>495.00</u>	\$ <u>74,250.00</u>
17"-24"	150	\$ 595.00	\$ 89,250.00

BID SECTION

24"-30"	150	\$ <u>695.00</u>	\$ <u>104,250.00</u>
30"-37"	40	\$ <u>795.00</u>	\$ _31,800.00
37+ DSH	25	\$ <u>795.00</u>	\$ <u>19,875.00</u>
_	4 4 005		

Total: 665

Subtotal Section 4B: \$ <u>353,675.00</u>

Subtotal for Section 4

Section 4A: <u>195.00</u>

Section 4B: 353,675.00

TOTAL Section 4: <u>353,870.00</u> . (Section 4A + Section 4B)

PAYMENT TERMS: Net 30

ARBORIST IDENTIFICATION:

Please provide the name of the certified arborist who shall fulfill the specified arborist responsibilities.

Jeff Melin, ISA Certified Arborist #WE-5281AM

BID SUMMARY:

TOTAL BASE BID: \$ 1,078,095.00

BID ALTERNATE SECTION 3: \$ 10,900.00

BID ALTERNATE SECTION 4: \$ 353,870.00

ATTACHMENT B - DEBARMENT FORM

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted
 or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction
 in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Great Scott Tree Service, Inc.; Business/Contractor/Agency	
Scott Griffiths Name of Authorized Representative	President / Founder Title of Authorized Representative
Anix 3. 911/1/h	07/01/2015
Signature of Authorized Representative Attachment B (1 of 2) 120141001	Date

ATTACHMENT B - DEBARMENT FORM

Acceptance of Certification

- 1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
- 2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment – Debarment Certification

- The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
- 2. The City of Long Beach checks the <u>System for Award Management</u> at <u>www.sam.gov</u> to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
- 3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
- 4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
- 5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
- 6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

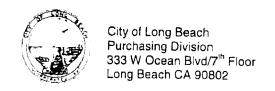
If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200 Attachment B (2 of 2)

ATTACHMENT C

REFERENCES

(Unless already provided as part of Phase One)

Provided as part of Phase One



Reference Information Form

Client/Contractor Name	
	Ph. No
Project Description	
	Contract Amount
Client/Contractor Name	
	Ph. No
Address	
	Contract Amount
Client/Contractor Name	
	Ph. No
	Contract Amount
Client/Contractor Name	
	Ph. No
Project Description	
	Contract Amount
Client/Contractor Name	
	Ph. No
Address	
Project Description	
Project Dates (Start and End)	

ATTACHMENT D

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND VENDOR APPLICATION FORM

[W-9 Form must be signed and dated]

Form-Fillable PDF available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]

[Vendor Application Form is for internal City use only]

(Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

men		enue service			
Print or type Specific Instructions on page 2.	1	Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.		
	2	Business name/disregarded entity name, if different from above			
		Great Scott Tree Service, Inc.			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ X S Corporation ☐ Partnership ☐ Trust/estate single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.		Exemption from FATCA reporting code (if any)		
		Other (see instructions) ►			(Applies to accounts maintained outside the U.S.)
ific	5 /	Address (number, street, and apt. or suite no.)	Re	quester's name a	and address (optional)
ğ		10761 Court Avenue			
See S	6	City, state, and ZIP code			
ď		Stanton, CA 90680			
	7 i	List account number(s) here (optional)			
	rt l	Taxpayer Identification Number (TIN)			
back resid entiti	up w ent a es, it	r TIN in the appropriate box. The TIN provided must match the nam ithholding. For individuals, this is generally your social security num lien, sole proprietor, or disregarded entity, see the Part I instruction is your employer identification number (EIN). If you do not have a nige 3.	iber (SSN). However, for a s on page 3. For other		
		-		Or Employer	idanais ai an much
guide	elines	te account is in more than one name, see the instructions for line 1 son whose number to enter.	and the chart on page 4 to	or Employer	identification number
Pa	rt II	Certification	·		
		nalties of perjury, I certify that:			
1. TI	ne nu	mber shown on this form is my correct taxpayer identification numbers	per (or I am waiting for a n	umber to be is:	sued to me): and
2. 1 a Se	am no ervice	ot subject to backup withholding because: (a) I am exempt from bace (IRS) that I am subject to backup withholding as a result of a failur ger subject to backup withholding; and	ckup withholding or (b) Lh	nave not been r	notified by the Internal Revenue
3. Ta	ım a	U.S. citizen or other U.S. person (defined below); and			
4. Th	e FA	TCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting is	correct.	
intere gene	use y est pa rally,	ion instructions. You must cross out item 2 above if you have beel ou have failed to report all interest and dividends on your tax returnaid, acquisition or abandonment of secured property, cancellation of payments other than interest and dividends, you are not required to so on page 3.). For real estate transaction for the state of the state	ons, item 2 doe nindividual retii	es not apply. For mortgage
Sign		Signature of			
Her	9	U.S. person ► / 54207 / / /////	Date ▶	07/01/201	15
		al Instructions	Form 1098 (home mortga- (tuition)	ge interest), 1098	E-E (student loan interest), 1098-T
		erences are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled d	ebt)	
as leg	e aev e islatio	elopments. Information about developments affecting Form W-9 (such in enacted after we release it) is at www.irs.gov/fw9 .	• Form 1099-A (acquisition		
		e of Form	Use Form W-9 only if you provide your correct TIN.	are a U.S. perso	n (including a resident alien), to

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

(same as line 1 on W9):	Great Scott Tree Service, Inc.	ice, Inc.		
DBA Name (same as line 2 on W9):			leave bl	leave blank if not applicable
Federal Tax ID Number (or SSN):		required (t	required (this number is a fed tax id: $^{ ilde{ imes}}$	tax id: $\stackrel{ ext{$(X)$}}{ ext{$(X)$}}$ ssn: $\stackrel{ ext{$(Y)$}}{ ext{$(Y)$}}$
Web Address:	www.gstsinc.com		leave bl	leave blank if not applicable
Purchase Order Address:	10761 Court Avenue			
Attn:	Brenton Beller			
City:	Stanton			
State:	CA Zip Code:	08906		
Contact Name:	Brenton Beller			
E-mail:	bbeller@gstsinc.com			
Phone Number:	714-826-1750	i.e. 562-555-1234	5-1234	
Fax:	714-826-1753	i.e. 562-555-5678	5-5678	
Toll Free:		i.e. 800-555-2468	5-2468	
	If 'remit to' address is the	same as the purch	nase order address;	to' address is the same as the purchase order address; put SAME in first box only.
'Remit to' Address:	Same			
Attn:				
City:				
State:	Zip Code:			
Contact Name:				
E-mail:				
Phone Number:		i.e. 562-555-1234	-1234	
Fax:		i.e. 562-555-5678	-5678	
Toll Free:		i.e. 800-555-2468	-2468	
Type of Ownership: Individual © Partnership	Corporation (R	٦٦٦ ر	Nonprofit	Government (
Composition of Ownership (At least 51% of ownership of the organization) (check all that apply) MBE Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)	% of ownership of the org al	ganization) (check Certified SBE	all that apply) Certified Micro	C
verdor Application	State	State certification number:		Page 2 of 2

ATTACHMENT E BIDDER BOND FORM

BIDDER'S BOND





City of Long Beach

KNOW ALL MEN BY THESE PRESENTS: That we, Great S	cott Tree Service, Inc.
10761 Court Ave., Stanton, CA 90680, As Principal	I, and Berkley Insurance Company
, a corporation, organiz	
laws of the State of <u>Delaware</u> , with its principal plac	e of business in the City of Greenwich
, State of <u>CT</u> , with a pa	id up capital of not less than Two Hundre
Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, fo	or the purpose of making, guaranteeing o
becoming a surety upon bonds and undertakings required or authorize	ed by law, and having heretofore complied
with all of the requirements of law of the State of California regul	ating the formation of admission of sucl
corporation to transact business in this State, as Surety, are held firm	mly bound unto the City of Long Beach, a
municipal corporation, organized under the laws of the State of Cal Angeles, in the sum of Ten Percent of the Total Amount Bid Dollars (\$\frac{10\%}{20\}), lawfords	lifornia, and situated in the County of Lo
Dollars (\$_10%), lawfe	ul money of the United States of America
for the payment whereof the Principal and sureties bind themselve	
successors and assigns, jointly and severally, firmly by these presents	S.
The condition of the above obligation is such that: Tree Trimming Services for Public Works - Bid Number ITB PW15-11	19
If the bid of said Principal hereto attached shall be accepted by	by the City of Long Beach and the contrac
for delivery of goods, material, equipment or supplies, or for the furnis	shing of services, materials, supplies, labo
and performing work, all as specified in the specifications, notice i	inviting bids and bid, be awarded to the
Principal, and if Principal shall enter into a contract therefore with the	e City of Long Beach within ten (10) days
after the contract is delivered to Principal for signature, and Principa	al shall, in connection with said contracts
furnish and deliver to the City of Long Beach a good and sufficient fa	aithful performance bond, if required in the
notice inviting bids, and a good and sufficient labor and material (pay	ment) bond, if required in the notice bids
with surety or sureties, then this obligation shall be void; otherwise it sl	hall remain in full force and effect.
	Creat Scatt Tree Service Inc
	Great Scott Tree Service, Inc. Name of Principal – Typed
	1 - 0 11.
В	Sy: Signature of Principal's Officer
	Berkley Insurance Company
	Name of Surety
В	y Hora E. France
	Signature of Surety's Attorney-in-Fact
	COUNTRIES VEHICLE COLL

(Principal and Surety shall attach Notary's Certificate of Acknowledgement of Execution)

ITB-PW15-119

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<u>, ~, ~, ~, ~, ~, ~, ~, ~, ~, ~, ~, ~, ~,</u>	<u> </u>	ÇÇ
STATE OF CALIFORNIA	•	
County of Orange	}	
On <u>07-01-2015</u> before me, <u>Brentor</u>	n Beller, Notary Public Here Insert Name and Title of the Officer	
personally appeared Scott P. Griffiths	Name(s) of Signer(s)	
BRENTON SAMI BELLER Commission # 1975225 Notary Public - California Orange County My Comm. Expires Apr 15, 2016 Place Notary Seal Above	who proved to me on the basis of satisfactory evidence be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/lexecuted the same in his/her/their authorized capacity(and that by his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the law the State of California that the foregoing paragraph is and correct. Witness my hand and official seal. Signature Signature of Notary Public	they ies) t the on(s
OF	PTIONAL ———————	
and could prevent traudulent removal and	v, it may prove valuable to persons relying on the docume d reattachment of this form to another document.	nt
Description of Attached Document		
cument Date: Number of Pages: 1		
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Scott P. Griffiths Individual Corporate Officer — Title(s): President Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	
Signer Is Representing:	Signer Is Representing:	
į.		- 1



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate is attached, and not	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of Orange))
On JUN 1 2 2015 before me,E.	Garibay, Notary Public
Date personally appeared Rosa E. Rivas	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	ry evidence to be the person(s) whose name(s) is/are wledged to me that be/she/they executed the same in bis/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
E. GARIBAY Commission # 2057465 Notary Public - California Orange County My Comm. Expires Feb 12, 2018	Signature Signature of Notary Public
Though this section is optional, completing thi	PTIONAL is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	is form to an unintended document.
Title or Type of Document: Number of Pages: Signer(s) Other Th	Document Date:an Named Above: None
Capacity(ies) Claimed by Signer(s) Signer's Name: _Rosa E. Rivas □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual △ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	

(Seal)

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Eugene T. Zondlo, Edith Garibay or Rosa E. Rivas of SullivanCurtisMonroe Insurance Services, LLC of Irvine, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty-Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of Septender, 2013.

> Attest: Berkley Insurance Company By Ira S. Léderman Senior Vice President & Secretary

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT) ss: **COUNTY OF FAIRFIELD**

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of September, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

CERTIFICATE

Public, State of

NOTARY PUBLIC Onnecticut CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12 day of June

(Seal)

ATTACHMENT F

SAMPLE LABOR AND MATERIAL BOND FORM (Does not need to completed until after the award)

Bond No. 757456P

Premium included in charge for

Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Great Scott Tree Service, Inc. as PRINCIPAL, and Developers Surety and Indemnity Company Located at 17771 Cowan Suite 100 Irvine, CA 92614 a corporation. incorporated under the laws of the State of lowan admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Four Hundred Eighty Three Thousand and 00/100 DOLLARS (\$483,000) 1900 full money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT: Whereas, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Tree Trimming Services for Parks, Recreation & Marine and is required by law and by said City to give this bond in connection with the execution of said contract; Invitation to Bid #ITB-PR15-095 NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extension thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void. Provided, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done hereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearance is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in event in an amount of such premature payment. This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond. IN WITNESS WHEREOF, the above named $\underline{\underline{P}}$ incipal and Surety has executed, or caused to be executed, this instrument with all of the formalities required by law on this 2nd day of September , 2015. Great Scott Tree Service, Ind Developers Surety and Indemnity Company CONTRACTOR / PRINCIPAL SURETY, admitted in California Βv Name: Laurie B. Druck Title: Attorney-in-Fact 909-886-9861 Telephone: Title: PRESIDENT Approved as to form this Approved as to sufficiency this CHARLES PARKIN Dity Attorney Assistant City Manager By: EXECUTED PURSUANT City Manager / City Engineer

Note:

Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond
 Certificate of acknowledgment must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313 California Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

(To Be Filled in When Surety is a Corporation)

TO SECTION 301 OF

THE CITY CHARTER.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA	1
County of Orange	}
On 9-10-2015 before me, Brenton	n Beller, Notary Public Here Insert Name and Title of the Officer
personally appeared Scott Griffiths & Steve Guzows	ki Name(s) of Signer(s)
	,
BRENTON SAMI BELLER Commission # 1975225	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that-he/she/they executed the same in-his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public - California Orange County My Comm. Expires Apr 15, 2016	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Witness my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public
OP	TIONAL ———————
Though the information below is not required by law	t it may prove valuable to persons relying on the document
and codid prevent haddulent removal and	d reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: Labor and Material Bond	
Document Date: September 2, 2015	Number of Pages: 1
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Scott Griffiths ☐ Individual ☑ Corporate Officer — Title(s): President ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:	Signer's Name: Steve Guzowski Individual Corporate Officer — Title(s): Secretary & CEO Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

;~;<u>~;~;~;~;~;~;~;~;~;~;~;~;~;~;~;</u>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

	eate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California	
County of San Bernardino ss.	
On September 2, 2015 before me, Cynthia	J. Young, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Laurie B. Druck	Name(s) of Signer(s)
CYNTHIA J. YOUNG Commission # 1982442 Notary Public - California San Bernardino County My Comm. Expires Jul 15, 2016	who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal. JOLIN Signature of Notary Public PTIONAL
Though the information below is not required by law, it may prove	valuable to persons relying on the document and could prevent fraudulent tof this form to another document.
Title or Type of Document: Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	RT THUMBPRINT OF SIGNER
IndividualCorporate OfficerTitle	Top of thumb here
Title General General Attorney-in-Fact Guardian or Conservator Other:	
Signer is Representing:	

POWER OF ATTORNEY FOR **DEVELOPERS SURETY AND INDEMNITY COMPANY** INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

Mark Lansdon, Vice-President





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

January 29, 2015 before me.

Lucille Raymond, Notary Public Here Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark Lansdon Name(s) of Signer(s)

LUCILLE RAYMOND

Notary Public - California **Orange County** My Comm. Expires Oct 13, 2018

Commission # 2081945

Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this and day of September, 2015

ATTACHMENT G

SAMPLE FAITHFUL PERFORMANCE BOND FORM (Does not need to completed until after the award)

	BOND NO. 757456P
	Premium: \$3,698.00 - Premium is for contract
BOND FOR FAITH	IFUL PERFORMANCE term and is subject to adjustment based on
	final contract price
KNOWALL MEN BY THESE PRESENTS: THOSE we, Great Scott Tree Service, Inc.	Bond term: 9/2/2015 to 9/2/2016
As PRINCIPAL, and Developers Surety and Indemnity Co. Cowan Suite 100 Irvine, CA 92614	mpany Located at 17771
Cowan Suite 100 Irvine, CA 92614	, a corporation, incorporated under the laws of the
	alifornia and authorized to transact business in the State of California, as G BEACH, CALIFORNIA, a municipal corporation, in the sum of
	rica, for the payment of which sum, well and truly to be made, we bind rs and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH THAT	
	t to enter the annexed contract (incorporated herein by this reference)
vith said City of Long Beach for the Tree Trimming Services for Parks, Recreation and Mi s required by said City to give this bond in connection with the exect	
NOW, THEREFORE, if said Principal shall well and truly k and obligations of said contract on said Principal's part to be kept, do his obligation shall be null and void, otherwise it shall be and remain	eep and faithfully perform all of the covenants, conditions, agreements one and performed, at all times and in the manner specified therein, then in full force and effect;
the services to be rendered, or in any materials or articles to be furniful extension of time for the performance of said contract, or the giving or the other, shall not in any way release the Principal or the Surety, successors or assigns, from any liability arising hereunder, and notice extensions or forbearances is hereby waived. No premature payment unless the officer of said City ordering the payment shall have actual	of any other forbearance upon the part of either the City or the Principal or either of them, or their respective heirs, administrators, executors, see to the Surety of any such modifications, alterations, changes, and City to said Principal shall release or exonerate the Surety
IN WITNESS WHEREOF, the above named Principal and all of the formalities required by law on this 2nd day of Si	Surety have executed, or caused to be executed, this instrument with eptember, 20 15.
Great Scott Tree Service, Inc.	Developers Surety and Indemnity Company
BY: ADNTBACTOR / PRINCIPAL	BY: Laurie B. Druck SURETY
Name: STEVE COUZOWSKI	Name: Laurie B. Druck
Title: CFO	Title:Attorney-in-Fact
By: 12/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	Telephone: 909-886-9861
Name: SCOTT CARVETTUS	
Title: PRESIDENT	
approved as to form this 11 day of September 15	approved as to sufficiency this 15 day of 5, 20 15
Charles Parkin, City Attorney	Assistant City Manager
Deputy	City Manager/Gity Engineer EXECUTED PURSUAN TO SECTION 301 O

BID NO. N/A

Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond THE CITY CHARTER.

Certificate of Acknowledgment must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate

Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					
STATE OF CALIFORNIA	1				
County of Orange	}}				
On 9-10-2015 before me, Brenton Beller, Notary Public  Date Brenton Beller, Notary Public Here Insert Name and Title of the Officer					
personally appeared Scott Griffiths & Steve Guzowski	Name(s) of Signer(s)				
BRENTON SAMI BELLER Commission # 1975225 Notary Public - California Orange County	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
	Vitness my hand and official seal.				
Place Notary Seal Above	Signature 13 13 20 Signature of Notary Public				
Though the information below is not required by law, it and could prevent fraudulent removal and representation of Attached Document  Title or Type of Document: Bond for Faithful Performance	may prove valuable to persons relying on the document attachment of this form to another document.				
Document Date: September 2, 2015					
Signer(s) Other Than Named Above:	-				
Capacity(ies) Claimed by Signer(s)					
Signer's Name: Scott Griffiths  ☐ Individual ☐ Corporate Officer — Title(s): President ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:	Signer's Name: Steve Guzowski  ☐ Individual  ☐ Corporate Officer — Title(s): Secretary & CEO ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Signer Is Representing: ☐ Guzowski ☐ Title(s): Secretary & CEO ☐ Partner — ☐ Limited ☐ General ☐ RIGHT THUMBPRINT OF SIGNER ☐ Top of thumb here				

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

document to which this certificate is attached, and i	not the truthfulness, accuracy, or validity of that document.
State of California	
County of San Bernardino	
On September 2, 2015 before me, Cynth	nia J. Young, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Laurie B. Druck	Name(s) of Signer(s)
CYNTHIA J. YOUNG Commission # 1982442 Notary Public - California San Bernardino County My Cornm. Expires Jul 15, 2016	who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
The state of the s	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.  Signature of Notary Public
Though the information below is not required by law, it may pro	ove valuable to persons relying on the document and could prevent fraudulent ent of this form to another document.
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
<ul><li>Individual</li><li>Corporate Officer</li><li>Title</li></ul>	OF SIGNER  Top of thumb here
Title ☐ Partner ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator	
Other: Signer is Representing:	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

### **POWER OF ATTORNEY FOR** DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED. FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

Mark Lansdon, Vice-President





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

before me.

Lucille Raymond, Notary Public Here Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark Lansdon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

**CERTIFICATE** 

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

LUCILLE RAYMOND

Commission # 2081945 Notary Public - California

**Orange County** My Comm. Expires Oct 13, 2018

This Certificate is executed in the City of Irvine, California, this 200 day of September . 2015

# ATTACHMENT H

**EQUAL BENEFITS ORDINANCE COMPLIANCE (EBO)** 

### **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

Attachment H

ITB-PR15-095 PHASE II

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name:_	Scott Griffiths		<b>Title</b> : President / Founder	
_	1	- 27		_

Signature: ////// Per Date: 07-01-2015

Business Entity Name: Great Scott Tree Service, Inc.

# CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

# Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _	Great Scott Tree Service, Inc.	Federal Tax	ID No.		
Address:	10761 Court Avenue		1		_
City: Sta	nton	_State: CA	ZIP:	90680	_
Contact I	Person: Brenton Beller	_Telephone:_	714-826	-1750	_
Email: _1	beller@gstsinc.com	_ <b>Fax</b> : _714-826	5-1753		_
Section 2	. COMPLIANCE QUESTIONS				
Α.	The EBO is inapplicable to this employeesYes _X_No		cause tl	ne Contractor	Vendor has no
В.	Does your company provide (or employee benefits? X Yes (If "yes," proceed to Question C.	make availa No			
	apply to you.)	, p			
C.	Does your company provide (or benefits to the spouse of an empl X Yes No		ble at t	he employees	s' expense) any
D.	Does your company provide (or benefits to the domestic partner or	f an employee	∍?		. , ,
E.	X Yes No (If you ansection 5, as the EBO is not appoint the Question C and D, please Question C and "no" to Questi	olicable to this continue to C D, please con	s contra Question tinue to	ict. If you an E. If you an section 3.)	swered "yes" to swered "yes" to
<b>C.</b>	Are the benefits that are available to the No				
	(If "yes," proceed to section 4, a continue to section 3.)	as you are in	compli	ance with the	EBO. If "no,"
Section 3	. PROVISIONAL COMPLIANCE				
A.	Contractor/vendor is not in compoliowing date:	pliance with t	he EBC	now but will	comply by the
	By the first effective date a contract start date, not to exceevidence of taking reasonable me	ed two year	s, if the	e Contractor/	
	At such time that the nondiscrimination in benefits in the				

	Upon agreement(s).	expiration	of the	e contractor's	current	collective	bargaining
B.	If you have taken do so, do you a equivalent is the unavailable for do Yes N	gree to pro amount of i omestic part	ovide er money y	nployees with	a cash e	quivalent?	(The cash
Section 4	. REQUIRED DO	CUMENTA:	TION				
provide d	f issuance of purc ocumentation (co provider stateme	py of empl	byee ha	ndbook, eligibi	ility state	ment from	your plans,
Section 5	CERTIFICATIO	<u>N</u>					
true and certification	under penalty of p correct and that I on, I further agree that are set forth se order with the C	am author to comply in the Long	ized to with a	bind this entity Il additional ob	/ contract oligations	ually. By of the Equ	signing this ual Benefits
Executed	this <u>lst</u> day of _	July	, 20 <u>1</u> 5	, at <u>Stanton</u>		CA	
Name Sc	cott Griffiths		Signat	ıre <u>/////</u> //	P.U		
Title Pres	sident / Founder		Federa	l Tax ID No			

#### **ATTACHMENT I**

#### SECRETARY OF STATE CERTIFICATION

Please provide print out showing your business is registered with the California Secretary of State.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

#### www.sos.ca.gov/

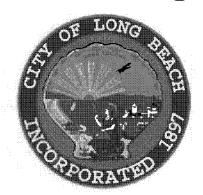
See website location attached

Individual and sole proprietor type businesses are exempt.



# QUALIFICATIONS SUBMISSION

## **Prepared For: Long Beach**



ITB PR15-095: Tree Trimming Services for Parks, Rec., & Marine June 16, 2015



# GENERAL BUSINESS STATEMENT

City of Long Beach Attn: Anne Takii 333 West Ocean Blvd. Long Beach, CA 90802

RE: ITB PR15-095 - Tree Trimming Services for Parks, Recreation, and Marine

On behalf of the entire Great Scott Tree Service Team, I'd like to personally thank you for the opportunity to submit a proposal for Tree Management Services in the City of Long Beach. We look forward to the opportunity of partnering with the City, and together we will continue to make this great city a beautifully landscaped and responsibly maintained home for all of its residents and businesses.

Great Scott Tree Service has been in business for over 39 years, and we are committed to performing all of our tree work with excellent quality at a fair price. We understand the significance of this partnership and are committed to exceeding your expectations. We believe the clientele we service and our quality of workmanship speaks for itself.

Our plan is to come alongside the City's Representative to manage the tree care needs within the City of Long Beach. We will do this through enhancing the safety, aesthetics and overall health of the current urban forest. We will assimilate the City's current maintenance schedule and future needs into our operations. We will work together on a long-term planning approach, which will improve the efficiency, longevity and cost controls for the City. The focus of our team is to design and implement a seamless process for the City and its constituents. We will always deploy a team equipped with modern fleet and up to date equipment to perform the tasks requested. At the core of our operation is Great Scott Tree Service's commitment to our corporate safety policy. In addition, we continually strive to be an organization that works hard to reduce the environmental impact within the communities we service.

We have included a detailed outline of our corporate capability and the qualified management and field staff that will be designated to this project. Each member of the team has an extensive background in the Tree Care Industry, and will serve as a great resource. At the forefront of our key staff that we will assign to this contract is Scott Griffiths (President / Founder) who will be your dedicated Management Contact, Jeff Melin (Senior Project Manager) who will serve as your Project Manager, and Moises Salinas (Senior Project Supervisor). Please refer to Section 2: Key Personnel for detail information and qualifications of the above mentioned staff.

Great Scott Tree Service (GSTS) will be committed to perform and complete the proposed urban forestry maintenance program in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. We will utilize our state-of-the-art inventory database, which offers a complete solution from service request to invoice. Our online access allows City Staff access and interaction so that we can work together on constructing an annual maintenance



# GENERAL BUSINESS STATEMENT

program that will look forward at not only the current year, but will focus on the preservation of the City's Urban Forestry Plan for years to come.

We dedicate ourselves on building personal relationships with our clients and are looking forward to the opportunity to have the City of Long Beach join our resume of distinguished and satisfied clientele. We are very pleased to submit our proposal, and hope to begin a longstanding relationship together.

Sincerely,

Scott P. Griffiths

President

Great Scott Tree Service, Inc.

10761 Court Avenue, Stanton, CA 90680

Telephone: 714-826-1750



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# Section 1. COMPANY INFORMATION

#### **OUR MISSION**

"Great Scott Tree Service Inc. believes in providing the highest quality tree maintenance services at a competitive price."

#### ABOUT US

Great Scott Tree Service was started in 1976 with a pickup truck, a chain saw and a vision to provide high quality tree maintenance at a competitive cost. Over the years we have developed into a key member of the Southern California tree maintenance industry. We stand on our reputation for excellent customer service and high quality tree care in the tree service industry.



Great Scott Tree Service, Inc. was incorporated in the state of California in 1988 and we have been located at our current address in Stanton, CA for 30 years. We currently employ over 95 qualified professionals including ISA Certified Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained in and knowledgeable of the latest pruning standards and techniques. We employ one full-time crew leader residing in the City of Long Beach. All of our employees are assigned out of our Stanton office.

#### CUSTOMER SERVICE

In today's customer service oriented society, timely, friendly, and proactive service is paramount in enhancing client experiences and creating long term business relationships. At the core of Great Scott's business model is our dedication to customer care and many of our internal processes have been engineered to serve your best interests. When partnering with GSTS you will always be provided:

- An Executive Project Manager who will be dedicated to the success of your project. Your project manager will be responsible for understanding, outlining, and implementing all of your expectations under this contract. This person will always have the authority to do all that is necessary to create the best possible results for your vision of this contract.
- A dedicated costumer service representative will provide you with timely, courteous, and accurate support throughout the duration of your contract
- An English-speaking ISA Certified Arborist will oversee all ongoing operations and will be your direct point of communication to all onsite crews at the ground level.
- Sufficient field personnel qualified by reason of education, training and experience to discharge the services agreed through quality of work and respect.

Everyone at Great Scott knows that our customers are our #1 Priority and have been trained to exhibit dependability, integrity, quality and courtesy at all times. We believe that you, the customer, are our greatest asset and we are dedicated to creating positive experiences for you.



# section 2. STAFF QUALIFICATIONS

#### KEY PERSONNEL

Scott P. Griffiths,
President / Founder (Dedicated to Contract)



Professional Registration
ISA, Certified Arborist #WE-0901AM
ISA, Certified Municipal Arborist

Mr. Griffiths founded Great Scott Tree Service, Inc. in 1976. As President, Scott oversees the complete operation of the company. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the past 39 years, Scott has developed a successful company on the foundation of customer satisfaction, safe operations, and quality tree care.

Patrick Fringer, Certified Utilities Specialist



Professional Registration
ISA, Certified Arborist #WE-0895AU
ISA, Certified Utility Specialist

Patrick Fringer has over 20 years experience in the tree service industry, and is an ISA Certified Arborist. Additionally he is a Certified Utility Specialist and has done extensive work as an Urban Forester.

Jeff Melin, Senior Project Manager (Dedicated to Contract)



Professional Registration
ISA, Certified Arborist #WE-5281AM
ISA, Certified Municipal Arborist
Qualified Tree Risk Assessor

Jeff Melin has been in the industry for over 20 years and has been a Certified Arborist for 15 years. He is familiar with all aspects of commercial and municipal tree care and has worked with over 50 GPS based, City-Wide tree inventory contracts across the USA.

Jaime Meza, Safety Manager



Professional Registration
ISA, Certified Arborist #WE-10529A
ISA, Certified Tree Worker #2190C

Jaime Meza is our Senior Area Manager. He has been with our firm for 12 years, is a Certified Tree Worker and Safety Officer. With an excellent working knowledge of all facets of the tree industry.



# section 2. STAFF QUALIFICATIONS

#### KEY PERSONNEL CONT.

Moises Salinas,

Senior Project Supervisor (Dedicated to Contract)



Professional Registration
ISA, Certified Arborist #WE-8682A
ISA, Certified Tree Worker #1792C

our clients and our crews

Victoria Farias, Scheduling Director



Victoria Farias is our Scheduling Director, she coordinates the scheduling of all of our crews and has visibility of all anticipated job start dates as well as all ongoing jobs. Victoria will be your best point of contact for all scheduling related requests or questions.

Moises Salinas has been with our firm for 15 years, and will oversee all of your dedicated tree workers as well as all operations on-site. Moises' excellent communication skills in both oral and written English make him a great liaison between

Dan Doble, IT Director / Technical Support



Daniel Doble is your Technical Contact for software related questions. He has an extensive understanding of our web application, TrimIT, and hands-on experience with digital tree inventories.

Jeanie Roulson, Customer Service



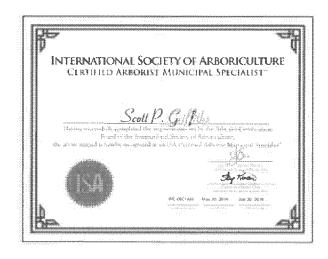
Jeanie Roulson is our Branch Manager and will be your Customer Service representative throughout the duration of this contract. She has been with GSTS for six years and her friendly, attentive, and timely manner make her a great asset to both us, and the clients that she serves.

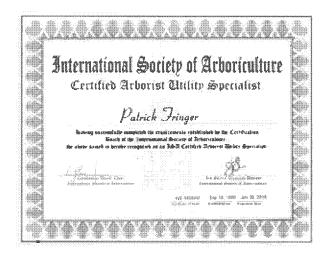


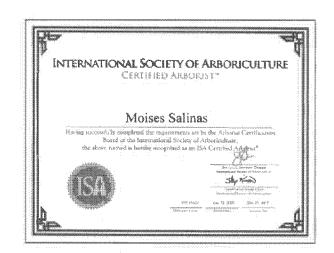
# section 2. STAFF QUALIFICATIONS

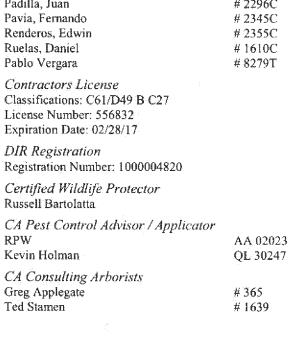
#### **COMPANY CERTIFICATIONS**

Certified Arborists	
Aguilar, Francisco	# 10583A
Arvizu, Enrique	# 10530A
Bartolotta, Russell	# 7960A
Fringer, Patrick	# 0895AU
Griffiths, Scott	# 0901AM
Gutierrez, Raudel	# 10588A
Melin, Jeff	# 5281AM
Meza, Jaime	# 10529A
Ozuna, Isaac	
Padilla, Salvador	# 10747A
Ruelas, Daniel	# 10688A
Salinas, Moises	# 8682A
Tran, Ba	# 6543A
0 00 114 00 10 01	
Certified Municipal Specialists	
Griffiths, Scott	# 0901AM
Melin, Jeff	# 5281AM
Certified Utility Specialists	
Fringer, Patrick	# 0895AU
Foreman / Certified Tree Workers	
Aguilar, Francisco	# 2236C
Andrade, Salvador	# 2237C
Arvizu, Enrique	# 2103C
Escobedo, Jesus	# 859C
Gutierrez, Servando	# 2262C
Lopez, Paulino	# _. 2265C
Meza, Jaime	# 2190C
Ortiz, Alejando	# 1253C
Ortiz, Jose	# 2043C
Padilla, Juan	# 2296C
Pavia, Fernando	# 2345C
Renderos, Edwin	# 2355C
Dualas Daniel	# 17100











#### INTRODUCTION

Our service area ranges from Ventura to San Diego in which we service over 1200 projects in the municipal, commercial, and private markets. Over the past 15 years we have placed focus on the expansion of our municipal division and are successfully continuing to do so. As always quality and care has been at the forefront of our successful establishment in the municipal market. Below is a sample listing of some of our larger contracts we have performed:



#### CANCELATIONS AND NON-RENEWALS

For the last five (5) years Great Scott Tree Service has completed all of its contracts including their extension years.

#### DISQUALIFICATIONS AND LITIGATION STATEMENT

Great Scott Tree Service has had no past project disqualifications or litigation judgments entered against us by any local, state, or federal entities.

#### **MUNICIPALITIES**

- City of Carmel Valley
- · City of Carson
- City of Chula Vista
- City of Compton
- City of Cypress
- * City of El Monte
- City of El Segundo
- City of Hawthorne
- City of Irvine
- City of Lake Forest
- City of Lake Arrowhead
- · City of Newport Beach

#### **EDUCATION**

- Bellflower USD
- CSU Long Beach
- Golden West College
- Long Beach USD
- Mount Saint Mary's College
- · Paramount USD
- UCI
- * USC

- · City of Rosemead
- · City of San Diego
- City of Seal Beach
- City of Stanton
- * City of Westminster
- City of West Hollywood
- County of Orange
- County of San Diego
- City of San Diego
   Metropolitan Water Division
- Caltrans
- · Golden State Water District

- Irvine Ranch Water District
- LA Metropolitan Transport Authority (MTA)
- OC Water District
- OC Transportation Authority
- Laguna Heights Recycled Water Reservoir
- Moulton Niguel Water District
- Los Angeles Convention Center

#### COMMERCIAL

- Arden
- BRE Properties
- CBRE
- · Irvine Company Retail
- Kaiser Permanente
- · Merit PM
- Optimum PM
- * PCM

#### **PRIVATE**

- Crystal Cathedral
- District at Tustin
- * Irvine Spectrum
- · Pelican Hill Golf & Resort
- · Shady Canyon Golf Course
- Newport Crest HOA
- Santa Lucia HOA
- Ziani HOA



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Secretary of State Main Website

Notary & Authentications Elections Campaign & Lobbying State Archives Registries

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, June 09, 2015. Please refer

to Processing Times for the received dates of fillings currently being processed. The data provided is not a complete or certified record of an entity.

GREAT SCOTT TREE SERVICE, INC.

# Business Entitles (BE)

**Business Entity Detail** 

Accelerates Programme

E-file Statements of Jefarmetken for Corporations Business Search - Processing Tenes Disclosure Search

Main Page

Name Availability Service Options

Statements of Information (annual/bennal reports) Forms, Samples & Fees

10761 COURT AVENUE

CALIFORNIA

Turisdiction:

12/02/1988

ACTIVE

C1450939

inthy Numbers

Jate Filed: 5 STANTON CA 90680 SCOTT P GRIFFITHS

Filing Tips

Information Requests (certificates, copies & Status reports)

green for Septimental Commence

Entitly City, State, 2 p. English Address:

Service of Process

FAOS

Contact Information

- Business Resources Tax Information Starting A Business

- Customer Alerts
- Business Identity Theft Misleading Business Solicitations
- Indicates the information is not contained in the California Secretary of State's database.

10761 COURT AVENUE

STANTON CA, 90680

Agent City, State, Zipi

- * If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- * For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests For help with searching an entity name, refer to Search Tips.

For information on checking or reserving a name, refer to Name Availability.

- · For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Modify Search New Search Printer Friendly Back to Search Results

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# **Work History**

# Client References

Removed Pages 6-9

# section 4. IMPLEMENTATION PLAN

**PROJECT SCHEDULE** – Upon contract award Great Scott Tree Service will submit a work schedule based on the City's annual pruning requirements, removal & replacement program and planting projects, recommended annual work plan, daily work schedules, personnel and vehicles that will be required to complete the annual maintenance program.

Prior to commencing work on this project we will set up a pre-job meeting to review contract specifications and determine a schedule at the customer's request. All work will be completed in a timely manner. We will provide your company with a Schedule of Work prior to commencement of your project.

SERVICE RESPONSES – At its option, the city can submit service requests directly through our web vendor portal or through your dedicated project manager. City representatives will have the option, at their convenience, to schedule a vendor portal training seminar where they will learn how to create and track service requests, view upcoming and ongoing jobs, and track overall work history in both GIS map form as well as printable invoice / work history form. Once a request has been submitted City staff will receive itemized service proposals for review and approval.

Regardless of request submittal methods our firm can and will mobilize / deploy crews in any timeline that best fits the city representative's expectations and needs. It is our intention to work directly with city staff in providing a level of flexibility to allow for all ranges of response time including, planned project schedules, non-emergency, and emergency requests.

EMERGENCY RESPONSE PROTOCOL - GSTS will provide available staff to respond to tree related emergency situations during normal business hours of operation, after-hours, weekends and holidays as per City Specifications. We will provide sufficient support for situations ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days.

**PERSONNEL** - GSTS will provide sufficient personnel qualified by reason of education, training and experience to discharge the services agreed. GSTS is committed to providing service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract. A Project Manager will be available by telephone on a 24-hour to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests.

All GSTS employees hold the following minimum requirements, skills, abilities and knowledge:

- The proper license to operate equipment.
- * Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledgeable of safety regulations as they relate to tree care and traffic control.
- · American Red Cross Standard First Aid Certification (minimum of one member of each crew).
- · Ability to communicate orally and in writing in English.
- Demonstrated knowledge of tree care and related operations.



# section 4. IMPLEMENTATION PLAN

**PERSONNEL CONT.** - All employees of GSTS performing services will be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform will be removed while working. Employees not in uniform shall be immediately removed from the work area. GSTS shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate for the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field.

EQUIPMENT - GSTS owns a modern fleet of state of the art tree care equipment. Great Scott Tree Service, Inc owns all equipment that will be used for your project. All applicable equipment used and all maintenance practices employed will be OSHA certified and will be subject to the inspection of the City Arborist or designated representative and shall meet safety and functional requirements described herein. Our entire Fleet meets California Air Resource Board (CARB) regulations and Aerial Lift Trucks are certified annually to meet Cal OSHA requirements. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment will be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

**PUBLIC NOTICING** – GSTS will notify residents in the scheduled work area prior to the commencement of any tree work to take place. Notification will be in the form of door hangers which have been previously approved by the City.



# section 5. QUALITY CONTROL

PRUNING STANDARDS - Great Scott Tree Service, Inc. adheres to the highest quality pruning standards. In accordance with the International Society of Arboriculture, Society of Municipal Arborists, and the American National Standards Institute our tree care professionals abide by the most current practices and standards. Our certified personnel, both Certified Arborists and Certified Tree Workers, enhance their knowledge of the most recent standards by receiving Continuing Education Units (CEUs). All apprentice trimmers are trained under the guidance of a Certified Tree Worker.

GSTS will deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein, in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.

GSTS will conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, GSTS shall apply to the City Arborist for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.

**CREW SUPERVISION** - Great Scott Tree Service, Inc. will at all times have an English speaking ISA Certified Supervisor at each work location. The District Manager with the ultimate responsibility for the project will at all times be an ISA Certified Arborist. Each Foreman is equipped with a cell phone for immediate contact in case of emergency.

**OPERATIONS** - GSTS will be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation / Federal highway Administrative guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent standards and practices.

**TRAFFIC CONTROL** - GSTS understands that where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City Arborist or designated representative and the City's Transportation Division.

GSTS will display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to carry on, within any work zone that presents a dangerous condition to pedestrian and/or vehicular traffic.



# section 5. QUALITY CONTROL

**TRAFFIC CONTROL CONT.** - GSTS shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. GSTS shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. GSTS shall notify the City Arborist of any utility that is disturbed or damaged.

CLEANUP - Upon completion of work on individual street segments that are under the contract, Contractor shall clean the work site and all grounds adjacent to the work area of all debris, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.

INSPECTION - The City Arborist and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the GSTS varies the period during which work is carried out, they shall give advanced notice to the City Arborist. Any inspection of work shall not relieve GSTS of any obligations to fulfill the contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City Arborist. All equipment used and all maintenance practices employed shall be subject to the inspection of the City Arborist or designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

INCIDENTS & COMPLAINTS - Great Scott Tree Service, Inc. understands that the best way to deal with incidents and complaints is to avoid them completely. However, it is inevitable that accidents may happen. In the case of an incident, our Foreman will immediately notify the Customer Service Department, who will log it into our database and schedule the repair within 24 hours. Any complaints will be handled in a similar fashion. The Customer Service Department will log it into the database and schedule a meeting between the complainant and our District Manager within 24 hours.

SAFETY PROGRAM - We take pride in our continual commitment to safety. It is important for the health and welfare of our employees as well as the communities that we serve. We employ a full time Risk Manager and Field Safety Supervisor. Our industrial safety record is outstanding. On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff abides by Cal-OSHA, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements and standards at all times.

Our staff will report any accident that arises from, or in conjunction with, our work site or adjacent to our work site. Traffic control will at all times be conducted under the guidelines of the W.A.T.C.H. Manual.



# section 5 QUALITY CONTROL

**SAFETY PROGRAM CONT.** - Our insurance carrier has recognized us for our outstanding commitment to safety. (A copy of the GSTS current Safety Manual is enclosed within this package as a separate attachment). While we do perform safety training on an annual and quarterly basis, that is not enough. Our foremen discuss safety issues on a bi-weekly basis with the management team. Furthermore, they review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew.

Injury and Illness Prevention Program (Safety Manual) - Great Scott Tree Service, Inc. with the help of our insurance carrier has developed an Injury and Illness Prevention Plan. The document includes the following:

- Operations Manager is responsible for the plan implementation
- · System for ensuring that employees comply with safe and healthy work practices
- Safety communication system with employees
- We conduct periodic inspections to identify and evaluate workplace hazards
- Accident investigations and review
- We correct unsafe and unhealthy work conditions in a timely manner
- Conduct scheduled safety meetings
- · Record all accident information in a database

GREEN WASTE RECYCLING - Great Scott Tree Service's dedication to being a responsible corporate citizen is demonstrated in its Green Waste Recycling Program. GSTS realizes the importance of investing in our future and protecting our resources. Unless specified otherwise, we divert all of our green waste to recycling centers, instead of the traditional landfills. We have partnered with California's top rated bio-fuel power plant; Colmac Energy Inc. located in Mecca, California. Electronic copies of weight slips will be provided as proof of final disposal.

Green Waste Bio-Fuels – is investing in the future and protecting our resources by producing reliable green energy.

Colmac Energy has demonstrated that biomass plants using urban wood wastes as fuel (such as those that result from, right-of-way tree trimmings, and other chipped wood wastes) can generate significant environmental benefits, including reduced air pollutants from open-air burning and lowered demand for landfill space. "Time has proven that the low emissions of the plant, and the collection of citrus and vineyard pruning's and removals that would otherwise be open-burned, has essentially eliminated open-burning and the associated air pollution"

Mulch – is a layer of material applied to the surface of an area of soil. Its purpose is to conserve moisture, improve the fertility and health of the soil, reduce weed growth, and to enhance the visual appeal of the area. GSTS processes a large amount of its tree debris as mulch for use in mulching projects and we offer to provide your company with mulch, at no cost for the duration of the tree maintenance agreement.

**PURCHASING CAPABILITY** - Great Scott Tree Service has a strong business relationship with Umpqua Bank; we currently have a \$750,000 operations line of credit and a \$3,000,000 equipment line of credit. Our accounts are managed by George Sevilla, Vice President & Sr. Commercial Relationship Manager. George can be reached at (714) 678-5313.



#### INTRODUCTION

Great Scott Tree Service, Inc. is a full-service operation equipped and qualified to provide you with the best solutions for all of your tree maintenance needs. Below is an overview of the most common tree maintenance services that we can provide.

TREE PRUNING is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. A Full Prune typically consists of one or more of the following pruning treatments:

- Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown.
- Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay.
- Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.
- Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs.

LINE CLEARANCE PRUNING is performed when any member of a tree has the potential to compromise the safety or functionality of utility lines within the Cities urban forest. This service type refers to the pruning, trimming, repairing, maintaining, removing, or clearing of trees or the cutting of brush that is near (within 10 feet of) energized power lines in accordance the clearance specifications set forth in General Order 95. Additionally, all efforts will be made to protect the health and overall aesthetics of tree in question.

**SAFETY CLEARANCE PRUNING** is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. Parkway trees located in adjacent residential neighborhoods with *limbs that hang less than 14 feet above the roadway and 9 feet above the sidewalk* would be candidates for Safety Clearance Pruning under this contract and may consist of one or more of the following pruning types:

- Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- Clearance prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune".



GRID PRUNING is performed as routine tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Grid Pruning may consist of one or more of the following pruning treatments (defined above): Structural Pruning, Crown Raising, and Crown Cleaning

**SERVICE REQUEST PRUNING** is performed when trees need service prior to their scheduled Annual Grid Pruning. This service offers the flexibility and availability of addressing any unforeseen pruning requirements throughout the duration of the maintenance program. Any of the above listed pruning methods may be used to achieve an aesthetically pleasing appearance typical of the species. At a minimum, provide roadway and walkways clearance requirements as set forth by the City, and remove obstructions around traffic control devices.

TREE REMOVAL consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system. Removals will be completed per monthly lists or individual service requests submitted by the City or its representative. With advanced notice GSTS will identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system.

GSTS will maintain control of the tree and its parts at all times; branches, limbs and trunk sections will be carefully lowered to the ground so as to avoid damage of any type caused by free-falling items.

Immediately following the removal, stumps, including the root flare and surface roots shall be ground to a depth in accordance with ANSI Z133 Standards and City Specifications.

**TREE PLANTING** - Great Scott Tree Service along with Elite Nursery will coordinate any planting needs. Elite Nursery is a subsidiary of Great Scott Tree Service and has a 3-acre parcel of land in the City of Stanton that is used for growing grounds. Elite nursery is fully functional and can grow specialty trees, as well as, purchase other types of trees depending on availability and size.

Prior to planting GSTS can assess the planting site and provide the city with a <u>Recommended Planting Guide</u> which will include an outline of viable replanting options and will include detailed description sheets of each species included. Planting palettes will always be determined by our ISA Certified Arborists after a carefully consideration of the planting site area size, probability of successful establishment, cohesive aesthetics to the immediate surrounding area, and general city development goals.

Upon approval from the city GSTS will coordinate purchasing and planting operations. Our planting team will conduct all soil preparation, tree installation, and backfill to ISA standards, ANSI A300 standards, and City specifications.



EMERGENCY RESPONSE - GSTS will utilizes a twenty-four (24) hour emergency phone number which is routed to two of our area managers who will respond during normal business hours of operation, after-hours, weekends and holidays. We are well equipped with available staff to respond and provide emergency relief for any situation, ranging from limbs down on single tree to large scale storm related damage requiring the commitment of significant resources and staffing levels for several days. Response times and procedures will always be in accordance with city specifications and our response team will never leave until a site has been safely cleared of all tree related hazards.

TREE WATERING will be performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. GSTS will water all trees in such a manner that will not result in erosion of the tree-watering basin, splashing of parked vehicles or damage to any of the tree's surroundings.

SMALL TREE CARE is most commonly utilized in the process of "training" young trees to promote a strong arrangement or system of branches with good attachment, appropriate size, and desirable spacing. We support the City's believe that appropriate care during the tree's establishment period will go a long way in creating safer, asthetically pleasing, and heathy trees in the years to come.

PALM TREE CARE criterion varies based on the species, type and/or purpose of the service being performed and consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds and seedpods, trunk sounding, and the skinning/pinneappling or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- Palm Pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City's Contracting Officer.
- Palm Sounding is proactive approach to preventing extreme safety hazards and (in some recorded cases) death caused by non-visible decay in the trunk interior. A sound inspection is performed at the three general stem areas: the upper stem, middle stem, and lower stem at the North, East, South, and West points of the tree. Detailed written reports with findings, overall assessment, and recommended course of action are then submitted to the City for review.
- Palm Skinning is performed to promote positive health, safety, and aesthetic characterizes in most varieties of palm species. Spent petiole bases are left uniformly long to form a base, which shall extend a specific distance (based on the individual species of palm) below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue.
- Palm Pineappling is performed to promote positive health, safety, and aesthetic characterizes specific to Date Palms (Phoenix canariensis & Phoenix dactylifera). Dead petiole bases shall be formed into an ornamental ball, which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown.



ROOT PRUNING is the process of pre-cutting roots behind the line of a planned excavation to prevent tearing and splintering of remaining roots. Pruning should only be considered when feasible and careful consideration of the minimum distances from the trunk must always be taken into consideration to establish the allowable limits of cut-back so as not to compromise the anchorage of the tree. GSTS will always notify the City when root pruning is not a viable option and will never proceed if the pruning will in any way jeopardize the health, stability, or safety of the tree in question.

ROOT BARRIER INSTALLATION is a method utilized to prevent damage to hardscapes from tree roots and when used appropriately this application can be utilized to help trees thrive in difficult urban and suburban surroundings. Root barrier installation includes all the root pruning methods described above with the added application of installing semi-rigid deflector panels placed between the tree roots and hardscapes. As will root pruning, the same considerations must be taken before a tree can be deemed a viable candidate for this application.

Again, GSTS will always notify the City when root barrier installation is not a viable option and we will never proceed if the installation will in any way jeopardize the health, stability, or safety of the tree in question.

**SPECIALTY EQUIPMENT RENTAL** will always be readily available should the city come upon a project requiring extraordinary work. GSTS warehouses a number of Roll-offs boxes, loaders, tractors, lifts, and utility vehicles which can be utilized where they are needed.

CONSULTING ARBORIST / INSPECTION can go a long way in keeping liabilities at a minimum. Great Scott Tree Service employs several consulting arborists who can respond to inspection requests and provide detailed reports and recommendations on as little as an individual tree to large tree populations.

**DATA ENTRY** is a service that GSTS offers to ensure that you are provided with staff capable of imputing detailed tree information into your Tree Inventory which includes but not limited to: GPS Location, Work History, Service Requests, and Tree Listing Reports.

GIS COMPATIBILITY & INVENTORY UPDATES - Great Scott Tree Service provides its customers with a comprehensive tree inventory and database program. Our firm has developed a state of the art database system based on Microsoft and ESRI architecture. Our program incorporates both GPS (global positioning system) and GIS (geographic information systems) technology. This is a standalone database that is compatible with ArcGis software. Our data collectors will maintain a complete inventory including Tree Species, Condition, Diameter, Work History Records, and Longitude and Latitude Coordinates. Furthermore, the data collector will (based on Customer specifications) identify all vacant planting sites in each zone. The program includes a feature for a work history update disk that will be provided with each invoice.

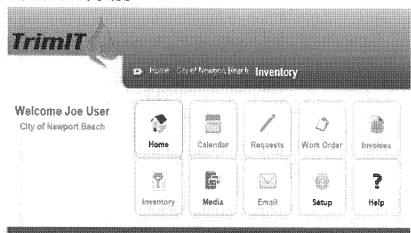


# section 7. GPS INVENTORY SERVICES

#### INTRODUCTION

Great Scott Tree Service, Inc. has developed a comprehensive tree inventory program to assist you in the efficient management of your trees. The program utilizes a GIS (Geographic Information System) component that provides the user with a visual representation of the trees in the field. The program was developed by an ISA Certified Arborist with over ten years experience in the tree inventory industry.

#### ONLINE ACCESS



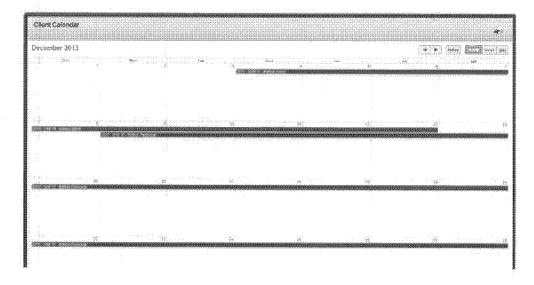
- · View your Job Calendar
- Create Work Requests
- · Track upcoming Work Orders
- · Review Invoicing

TrimIt's offers 24 hour online access to your tree inventory database. Its intuitive design will make the user will feel right at web-based interface. The database allows the user to query the data on a variety of fields and conditions that is designed for the tree professional not the computer programmer. The following functions will allow the user to:

- Browse Tree Inventory
- Add Media & Notes

#### INTERACTIVE JOB CALENDAR

Time management is paramount in any professional operation and it is a resource that we rely on the successfully manage each of our contracts. Our interactive calendar provides up-to-date project schedules for all upcoming work. In addition, each calendar item is a live hot link that can instantly navigate you up from a GPS map of all trees being trimmed down to a single inventory detail of any tree being trimmed.





# section 7. GPS INVENTORY SERVICES

#### WORK REQUESTS

TrimIT will optimize the time spent on tree management. All trees are inventoried including the species, dbh, height, condition and maintenance costs. An area on the map can highlighted and the maintenance cost can automatically be calculated. You can then create a work request by viewing a map and highlighting the desired trees, TrimIT will print a work list and a map of the locations for an outside contractor or in-house crew.

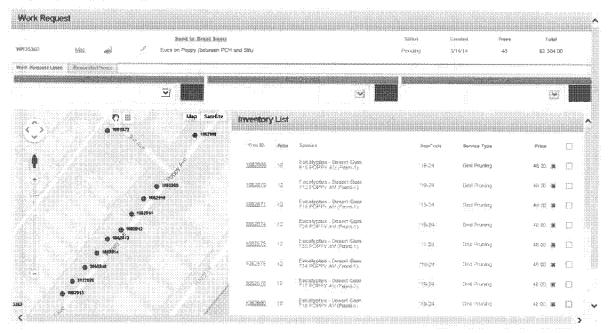
#### WORK ORDERS

After a request has been submitted it will automatically be added a list of Work Orders which can be dynamically viewed at both micro and macro levels of detail.

Scheduled Work 4/15/14 - 8/29/14		lama (Sign	
Consentations	98s49	- Notel	
2014 West Little Henseld	4/15/14	\$ 128,460	
2014 Arm Plenting Request (PR35/p. c)	5823/14	\$ 35,735	
2014 Grid 22 (Seeds And Melghts) Revision	6825/14	5 (8.846)	
2014 Oily Wilds Corple	6/16/14	\$ 2,748	
Sk, 2014 City Wide Fours	6/16/54	\$ 53,664	
ZIM 8 Grid 3 (Bluffsilo Hills)	571/11	\$ 109,872	
2014 Lower Castaways Park	64,6714	5 3,132	
Ev., 2014 Removel of Port Cardigae Place	8408/14:	\$ #84	
2014 Stump removal @ 1606 West: 67 (ARCHarts)	6/30/14	9.252	
2016 Service Request of Vee Genou	7851751	\$ 58	
2014 Glod 3 (*Althoup (Life) Plants	763931.4	\$ 701 BBB	
2014 Remaining Grid 12 (CD46)	70614	5 6 PIS-6	
4, 2014 Remarking Patriciphi of Fash-sp lagging	771 <i>श</i> ोत	\$ 576	
54 2016 Plant or Main Library Parking Lot	262594	% 6s6	
54, 2014 Plenting at 1638 Galaxy Dysse	829 1714	8 585	

#### INVOICING / WORK HISTORY

TrimIT dynamically creates, stores & tracks invoices, proposals, contact information & inventory of all the properties that Great Scott services. In addition to accounting; Quickbooks, a line of business accounting software is used to manage the customer's balances. The most difficult task for the person responsible for tree care is maintaining accurate work history records. TrimIT will give you the ability to maintain work history on each individual tree. The work history includes, the date work was performed, the type of work and the total cost. The true challenge in tree management is locating trees in an open space environment. Trees in a golf course, park, apartment complex, school ground, etc. are difficult to identify using a standard tabular database program. By applying the mapping component to the database the functionality increases exponentially.





# Section 7. GPS INVENTORY SERVICES

#### TREE INVENTORY

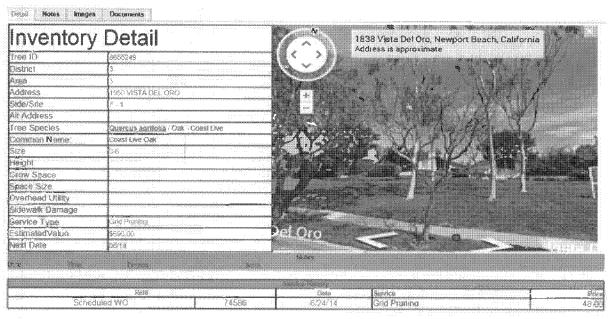
The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields: Tree Species, Location, Trunk Size (dbh), Height, Canopy Spread, Work History, Condition, and Maintenance Cost.

#### **GPS MAPPING**

Time is the most valuable resource for any professional. TrimIT will optimize the time spent on tree management. Our mapping feature will eliminate the need for site visits. Each and every tree is assigned a unique serialized identification code with is goe-referenced using latitudinal and longitudinal data which provides a digital mapping network with pinpoint accuracy. We have dynamically incorporated this information onto our interactive area map which can be viewed in a multitude of different ways.

#### **GIS CAPABILITIES**

While TrimIT will provide the standard user all the necessary mapping capabilities, some end users might require additional GIS functionality. In this case the customer will be provided with an ESRI shape file which is the industry standard for GIS data.



#### TRAINING

At your request we are happy to provide your staff with complementary live training studios which can be hosted at our corporate office in Stanton, CA or at an on-site location for your convenience. We can also provide you with our detailed user guide which offers step-by-step instruction on utilizing all the services that our online inventory system has to offer.

#### CONTACT

For more information regarding TrimIT please contact our IT specialist, Dan Doble. Dan can be reached at (714) 826-1750 Ext: 307.





# section 8. EQUIPMENT LIST

No.	Year	Make	Model	Tag#	AERIAL LIFTS
B12	2002	GMC	75 HI	6U43649	
B13	2004	GMC	60 HI	7J52024	
B14	2004	GMC	60 HI	7J52025	
B15	2004	GMC	60 HI	7J52027	Anne
B16	2004	GMC	60 HI	7J52026	
B17	2001	FORD	60 HI	6U43648	
B19	2007	GMC	60 HI	8H65502	
B20**	2007	GMC	60 HI	8H65501	
B21**	2007	GMC	60 HI	8J31212	white Middle or the Control
B22**	2007	GMC	60 HI	8J31211	
B23*	2013	FRTLN	60 XT	43558N1	
B24*	2013	FRTLN	65 XT	43557N1	
B25*	2013	FRTLN	65 XT	36561P1	
B26	2013	FRTLN	65 XT	36562P1	
B27	2013	FRTLN	65 XT	96515R1	A Company of the Comp
B28	2013	FRTLN	65 XT	95616R1	
B29	2015	FRTLN	75 XT	96517R1	
B30	2011	FRTEN	65 M2	8Z84316	
B31***	2006	TEREX	RM75/100	26138V1	
No.	Year	Make	Model	Tag#	DUMP TRUCKS
Security	*****************	************			DOM: ROSACE
D19	1999	GMC	GMC 4200	7C92394 128554T	
D22 D23	2004 2004	INT INT	4300 4300		
				8L67573	
D24 D25	2004 2004	INT INT	4300 4300	128555T	
D25	2004	INT	4300	128553T 8R79529	
D27	2004	INT	4300	8\$04001	
D27	2004	INT	4300		CATALLY INCHES
D29**	2006	INT	4300	8W73182	And Other
D30**	2006	INT	4300	7X17497 88525G1	Complete 2 Mars
D30**	2006	INT	4300	88526G1	
D32*	2007			137VAL	
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	2007	INT	4300		
D33*	2007	INT	4300	8M22486	
D33* D34*	2007	INT INT	4300 4300	8M22486 8M26742	
D33* D34* D35	2007 2007	INT INT INT	4300 4300 4300	8M22486 8M26742 8J90010	
D33* D34* D35 D36	2007 2007 2009	INT INT INT	4300 4300 4300 4300	8M22486 8M26742 8J90010 8D26032	
D33* D34* D35 D36 D37	2007 2007 2009 2009	INT INT INT INT FRTLN	4300 4300 4300 4300 M2	8M22486 8M26742 8J90010 8D26032 8T44409	
D33* D34* D35 D36 D37 D38	2007 2007 2009 2009 2009	INT INT INT INT FRTLN FRTLN	4300 4300 4300 4300 M2 M2	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403	
D33* D34* D35 D36 D37 D38 D39	2007 2007 2009 2009 2009 2009	INT INT INT INT FRTLN FRTLN FRTLN	4300 4300 4300 4300 M2 M2 M2	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403	
D33* D34* D35 D36 D37 D38 D39 D40	2007 2007 2009 2009 2009 2009 2009	INT INT INT INT FRTLN FRTLN FRTLN FRTLN	4300 4300 4300 4300 M2 M2 M2 M2	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1	
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D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004	INT INT INT INT FRTLN FRTLN FRTLN FRTLN FRTLN FRTLN FRTLN CHEV	4300 4300 4300 4300 M2 M2 M2 M2 M2 M2 M2 M2 M2 M3	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1 Tag # 8J42175 7T02275	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001	INT INT INT INT FRTLN FRTLN FRTLN FRTLN FRTLN FRTLN CHEV FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M2 F450 3500 F350	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1 Tag # 8J42175 7T02275 7C40825	CREW TRUCKS
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D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001	INT INT INT INT FRTLN FRTLN FRTLN FRTLN FRTLN FORD CHEV FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1 Tag # 8J42175 7T02275 7C40825	CREW TRUCKS
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D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001 2006 2006 2008 2007	INT INT INT INT FRILN FRILN FRILN FRILN FRILN FRICN FORD CHEV FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6 M6	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24 T25	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001 2006 2006 2008 2007 2007	INT INT INT FRILN FRILN FRILN FRILN FRILN FRICN FORD CHEV FORD FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6del F450 3500 F350 F350 F350 F350 F250 F250 F250 F250 F550	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44396 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727 8X84363 7E53224 8J06519	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24 T25 T26	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001 2006 2006 2008 2007 2007 2008 2015	INT INT INT FRILN FRILN FRILN FRILN FRILN FRICN FORD CHEV FORD FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6del F450 3500 F350 F350 F350 F350 F250 F250 F250 F250 F250 F250 F350	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44496 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727 8X84363 7E53224 8J06519 43688U1	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24 T25 T26 T27	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001 2006 2006 2008 2007 2007 2008 2015 2015	INT INT INT FRTLN FRTLN FRTLN FRTLN FRTLN FRTLN FORD CHEV FORD FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6del F450 3500 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F35	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44496 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727 8X84363 7E53224 8J06519 43688U1 43687U1	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24 T25 T26 T27 T28	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2004 2006 2006 2006 2007 2007 2007 2008 2015 2015 2015 2005	INT INT INT INT FRILN FRILN FRILN FRILN FRILN FRICN Make FORD CHEV FORD FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M2 M6del F450 3500 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F250 F250 F250 F250 F250 F250 F250 F250 F350 F350 F350 F350 F350 F350 F350 F250 F250 F250 F350 F350 F350 F350 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250 F250	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44496 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727 8X84363 7E53224 8J06519 43688U1 43687U1 7W23548	CREW TRUCKS
D33* D34* D35 D36 D37 D38 D39 D40  No. T12 T18 T19 T20 T21 T22 T23 T24 T25 T26 T27	2007 2007 2009 2009 2009 2009 2009 <b>Year</b> 1999 2004 2001 2006 2006 2008 2007 2007 2008 2015 2015	INT INT INT FRTLN FRTLN FRTLN FRTLN FRTLN FRTLN FORD CHEV FORD FORD FORD FORD FORD FORD FORD FORD	4300 4300 4300 4300 M2 M2 M2 M2 M2 M6del F450 3500 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F350 F35	8M22486 8M26742 8J90010 8D26032 8T44409 8T44403 8T44496 26139V1 Tag # 8J42175 7T02275 7C40825 7H46769 57574F1 8N89727 8X84363 7E53224 8J06519 43688U1 43687U1	CREW TRUCKS



# section 8 EQUIPMENT LIST

No.	Year	Make	Model	Tag#	SALES VEHICLE
S20	2004	FORD	F150	7L24042	
S23	2010	TOY	PRIUS	6PAA508	
S24	2010.	TOY	PRIUS	6PAA506	
S25	2010	TOY	PRIUS	6PAA507	
S26	2004	CHEV	1500	ITRIMIT	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
S27	2010	LAND	LR4	GSTSIN	
S28	2012	LAND	LR4	6WYS51	A Comment
S29	2012	TOY	PRIUS	6YG557	and the state of t
\$30	2015	TOY	PRIUS	or i survey	
T.T.T.					
No.	Year	Make	Model	Tag#	CHIPPER
C14	2002	VER	1800	SE527787	S
C15	2003	VER	1800	SE529747	
C18	2003	VER	1800	SE531679	**************************************
C30	2011	VER	1800	SE615974	
C31	2011	VER	1800	SE615973	
C32*	2013	VER	1500	SE639817	
C33*	2013	VER	1500	SE639819	A 40 ( 10)
C34*	2013	VER	1500	SE639818	COAST C WARRANT WARREN
C35**	2013	VER	1500	SE639768	
C36**	2013	VER	1500	SE639763	
C37**	2013	VER	1500	SE621154	Addition with the second of th
C38	2013	VER	1500	SE639741	
C39	2013	VER	1500	SE641223	
C40	2013	VER	1500	SE639729	
C41	2013	VER	1500	SE641245	
C42	2013	VER	1500	SE641244	
C43	2013	VER	1500	SE641480	
C44	2013	VER	1500	SE641256	
C45	20 3	VER	1500	SE642833	
C46	2014	VER	1800	01042000	
No.	Year	Make	Model	T 4	Specialty Equipmen
ROLLO		Mano	model	Tag#	Specially Equipment
R01	1991	INTL	91	6A99725	·
R02	2000	FRTLN	00	7A60860	
R04	1980	VOEV	90	7G46476	
R05	1996	VOLV	90 96		100
R06	1997	FRTLN	97	8L05021 7F89728	The state of the s
	P GRINDE		31	1F09120:	
G06	2006	VER	SC352	NA	
G07	2012	VER	SC352	NA	
G08	2013	VER	SC802	NA	
G09	2014	VER	SC372	NA	
G10	2014	VER	SC372	NA:	
TRACT		A TLY.	OO312	14C).	
TR 8	2003	CAT	928G	NA	4.481
TR 9	2003	CAT	928G	NA:	A STATE OF THE PARTY OF THE PAR
TR 11	2003	CAT	928G	NA NA	The state of the s
TR 12	2003	TOY	928G 7FGCU25	NA NA	B. The many of the second seco
	R TRUCK	101	2FGGU25	INA	
***************************************			70.0	A	
W01	1985	FORD	700	SE53748	



# section 8. EQUIPMENT LIST

No.	Year	Make	Model	Tag#
	RTRUCK			
G1	*****	IOLINI DD	04705	
G2	2003	JOHN DR	GATOR	
	2012	JOHN DR	GATOR	
G3	2014	JOHN DR	GATOR	
G4	2014	JOHN DR	GATOR	
TRAILE	************	****		
G06	2004	BUTLER	TRAILER	
TR2	1965	BLK CAR	TRAILER	4BC8890
TR5	2000	BIG TEX	TRAILER	4ld9580
TR7	2002	CARS	TRAILER	4DL3699
TR8	2003	FLTBED	TRAILER	4JP1262
TR9	2010	BOX TRL	TRAILER	
TR10	2011	BUTLER	TRAILER	4LL6089
TR11	2012	N.STAR	TRAILER	SE627156
TR12	2012	RONCO	TRAILER	4ML1114
TR13	2014	BUTLER	TRAILER	
TR14	2015	DV TRL	TRAILER	
TR15	2015	DV TRL	TRAILER	
ARROV	V BOARDS			
AB6	2010	WNCO		627182
AB7	2013	WNCO		THE THE PARTY OF T
AB8*	2013	WNCO		SE627179
AB9*	2013	WNCO		SE627180
AB10*	2013	WNCO		SE627181
AB11**	2014	WNCO		SE627195
AB12**	2014	WNCO		SE627194
AB13**	2014	WNCO		SE627196
AB14	2014	WNCO		www.ioo
AB15	2014	WNCO		
	,200,7	, , , , , , , , , , , , , , , , , , ,		

- Available equipment for use on this contract.
- ** Available equipment in reserve for special use or to allow for breakdowns.
- *** Certified aerial boom truck with boom height capacity in excess of (90) feet.



## **DEBARMENT CERTIFICATION FORM**



# Debarment Certification Form Duplicate in Phase II (Attachment B)

Removed

Pages 25-27

# saction 9. ATTACHMENT: C

## **REFERENCE LIST**



# Reference List

Removed

Pages 28-30

## SECRETARY OF STATE REGISTRATION



Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, June 09, 2015, Please refer

to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

GREAT SCOTT TREE SERVICE, INC.

# **Business Entities (BE)**

**Business Entity Detail** 

E-File Statements of Information for

Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Emity Number Entity Name:

Deke Filed:

Forms, Samples & Fees Name Availability Service Options

Statements of Information (annual/biennial reports) Information Requests (certificates, copies & status reports) Filing Tips

Service of Process

Contact Information

· Business Resources Tax Information Starting A Business

- Business Identity Theft - Misleading Business Solicitations Customer Alerts

10761 COURT AVENUE STANTON CA 90680 SCOTT P GRIFFITHS STANTON CA 90680 Agent for Service of Proc Entity City, State, Zip: Agent City, State, Zip:

10761 COURT AVENUE

Entity Address:

**Jurisdiction**:

CALIFORNIA

12/02/1988 C1450939

ACTIVE

* Indicates the information is not contained in the California Secretary of State's database.

* If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.

For information on checking or reserving a name, refer to Name Availability.

* For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests

For help with searching an entity name, refer to Search Tips.
 For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Modify Search New Search Printer Friendly Back to Search Results

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#### REVIEWED FINANCIAL STATEMENT

eroprietary union pecord



# Reviewed Financial Statement

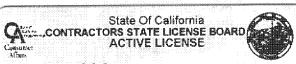
Removed

Pages 34-111

# section 9. ATTACHMENT: L

## PHOTO COPY OF CONTRACTOR'S LICENSE





556832

Eren CORP

DAMPOS NAME GREAT SCOTT TREE SERVICE INC

CHEER MARIE C61/D49 B C27

Exercise Date 02/28/2017 www.cslb.ca.gov