

BID NUMBER PA-02307

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

TREE TRIMMING SERVICES

CONTRACT NO. 30185

1. 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: La Habra, CA ON THE 23 DAY OF April, 2007
CITY STATE MONTH

COMPANY NAME: United Pacific Services, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 120 E. La Habra Blvd. Suite 107 CITY: La Habra STATE: CA ZIP: 90631

PHONE: (562) 691-4600 ext. 225 FAX: (562) 691-8839

SI [Signature] Gus K. Franklin President
(SIGNATURE) (PRINT NAME) (TITLE)
gus@unitedpac.com
(EMAIL ADDRESS)

SI [Signature] Susan K. Franklin Sec/Treasurer
(SIGNATURE) (PRINT NAME) (TITLE)
sue@unitedpac.com
(EMAIL ADDRESS)

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.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 8/6/07
Director of Financial Management Date

APPROVED AS TO FORM 7/24/2007
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

Rev 03/25/03

The following information is submitted regarding the bidder:

(To Be Filled In When Surety Is A Corporation)

BIDDER'S BOND

CITY OF LONG BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED PACIFIC SERVICES, INC.

INDEMNITY COMPANY, as Principal, and DEVELOPERS SURETY AND

INDEMNITY COMPANY, a corporation, organized and existing under and by
virtue of the laws of the State of IOWA, with its principal place of business in the City of
IRVINE, State of CALIFORNIA, with a paid up capital of not

less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose
of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by
law, and having heretofore complied with all of the requirements of law of the State of California
regulating the formation of admission of such corporation to transact business in this State, as Surety, are
held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the
State of California, and situated in the County of Los Angeles, in the sum of ten (10) percent of bid
amount, lawful money of the United States of America, for the payment whereof the Principal and
sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

The condition of the above obligation is such that:
TREE TRIMMING SERVICES (#PA-02307)

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach
and the contract for delivery of goods, material, equipment or supplies, or for the furnishing of services,
materials, supplies, labor and performing work, all as specified in the specifications, notice inviting bids
and bid, be awarded to the Principal, and if Principal shall enter into a contract therefore with the City of
Long Beach within ten (10) days after the contract is delivered to Principal for signature, and Principal
shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient
faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and
material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation
shall be void; otherwise it shall remain in full force and effect.

UNITED PACIFIC SERVICES, INC.

Name of Principal - Typed

By: Gus K. Franklin GUS K. FRANKLIN
President
Signature of Principal's Officer

DEVELOPERS SURETY AND INDEMNITY COMPANY

Name of Surety

By: Pamela McCarthy
Signature of Surety's PAMELA MCCARTHY
Attorney-In-Fact

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)

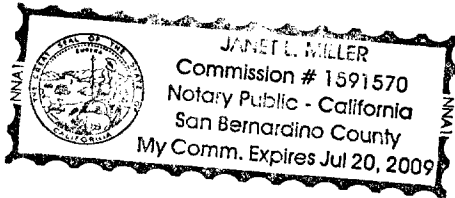
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On APRIL 23, 2007 before me, Janet L. Miller, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy
Name(s) of Signer(s)

- personally known to me
- 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.

Janet L. Miller
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

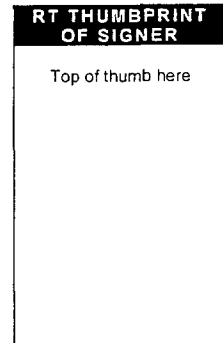
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- 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 MEN 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:

*****Jay P. Freeman, Janet L. Miller, Pamela McCarthy, Susan C. Monteon, 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 Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary 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 corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

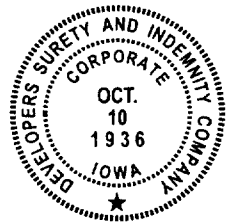
IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: 

David H. Rhodes, Executive Vice-President

By: 


Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally 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  _____

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and 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, the 23RD day of APRIL, 2007.

By: 

Albert Hillebrand, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

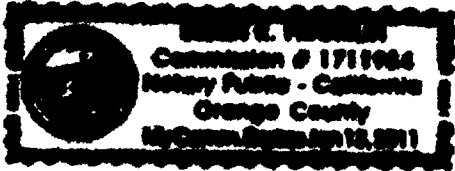
State of California

County of Orange

On 04/23/07 before me, Susan K. Franklin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gus K. Franklin
Name(s) of Signer(s)

personally 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.

Susan K. Franklin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: 04/23/07 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus K. Franklin

- Individual
- Corporate Officer
Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

United Pacific Services, Inc.

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

BID NUMBER PA-02307

Legal Form of Bidder:

Corporation State of CA
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 50% of ownership of the organization): **OPTIONAL**

Ethnic (Check one):
Black Asian Other Non-white
Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
Male Yes - Physically Challenged Under 65
Female No - Physically Challenged Over 65

Has firm previously been certified as a minority-owned and/or woman-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 contracts 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.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

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 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 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.

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.

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 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. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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 the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

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.

12. 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.

13. 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.

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

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

Fifteen Percent (15%) MBE Participation
Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

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: N/A

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:

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

BID DUE DATE: APRIL 24, 2007

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LEE E WAYNE 562/570-6039
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

CHRISTINE SANDBURG 562/570-4789
DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the bid opening.

17. INTER-AGENCY PARTICIPATION:

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

YES 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.)

18. 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.

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.
2. 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 the Contractor for such an adjustment must be made within thirty 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 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.
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 loss, including but not limited to fines, penalties and corrective

CONTRACT – GENERAL CONDITIONS

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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.
26. 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.
27. 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.
28. 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) 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

CONTRACT – GENERAL CONDITIONS

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 the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.

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

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

B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. 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.

CONTRACT AGREEMENT
SPECIAL CONDITIONS SECTION

CONTRACT PERIOD

Twelve months after date of award. This Contract may be extended by mutual agreement for up to two additional periods of one-year each in accordance with the terms and conditions stated herein. It is agreed that if the City intends to exercise its extension option for the two additional one-year periods, the City shall so notify the Contractor 90 days prior to the expiration date.

The Contractor shall submit any proposed price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. The City reserves the right to accept or reject any price increases and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show the item number, price, contract number, and purchase order number.

SCOPE OF WORK

The Work to be done hereunder consists primarily of trimming trees in Beach Areas, the Alamitos Bay Marina, and various parks locations in the City of Long Beach.

QUALIFICATIONS OF BIDDERS

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

BONDS

BID BOND

A ten percent (10%) 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 the bond instructions. The Bid Bond shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, Plaza Level, Long Beach, California 90802 or on bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within 10 days after such contract is tendered to it.

SPECIAL CONDITIONS SECTION (Continued)

BONDS (Continued)

BID BOND (Continued)

If the bidder to whom the Contract is awarded fails or neglects to sign the contract with the City, including the filing of any required bonds and insurance documents within 10 days after the Contract is tendered to it 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.

Check One: Bid Bond is attached
 Certified Check No. _____ in the amount of \$ _____

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bonds on file in the Office of the City Clerk of the City of Long Beach, California.

Annual Bidder's Bond, City Bond No. _____ EM
Continuous Bidder's Bond, City Bond No. _____ EM-C

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's entering into a contract.

FAITHFUL PERFORMANCE BOND

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$ _____ **(which is 100% of the Contract amount)** and shall be submitted within 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).

NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

Signature of all owners or corporate officers and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany the signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

PURCHASE ORDER (PO) / AUTHORIZED PERSONNEL

A Purchase Order (PO) will be sent to the Contractor by the City Purchasing Agent. City personnel with authorization to use the PO will be indicated on the PO. Payment shall be made against the PO number. Payments shall be allowed only if the appropriate PO number is indicated on the invoice by the using division. The Contractor must reference the PO number on all invoices.

SPECIAL CONDITIONS SECTION (Continued)

REFERENCES AND QUALIFICATION REQUIREMENT

Bidder must present evidence indicative of its ability to finance, 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 bid to be rejected if the City has no prior experience with bidder.

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.
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.
3. **Financial Statement:** Most recent and complete financial statement of bidder's current assets, liabilities and net worth.
4. **Work History:** In addition to client references, list all contracts canceled or not renewed within the last three years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance where the contract was cancelled.
5. **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.
6. **Employees and Subcontractors:** Specify the number of current full-time and part-time employees and subcontractors.

REQUIREMENT 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.

AMENDMENTS TO INCREASE EXPENDITURES

Item #26, page 8, "Contract – General Conditions", is amended as follows:

The City reserves the right to exercise, at its option, an increase in expenditures by twenty-five percent (25%) annually, but the City does not guarantee such an increase.

SUPPLEMENTAL CONDITIONS SECTION

BASIS OF AWARD OF CONTRACT

The City reserves the right to award portions of this bid to one or more Contractors.

When a location is identified as a part of a group of locations (i.e., section), those locations contained in that group shall be bid as one unit and shall be awarded to one Contractor.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

BID ANALYSIS

Bids will be analyzed using a random sampling of the estimated quantities listed in the bid multiplied by the unit prices listed in the bid for each bid item. The City will award to the lowest responsible bidder based on this analysis. The random sampling of the estimated quantities will be established prior to the date for submission of bids, placed in a sealed envelope and opened after the date and time for opening bids.

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.

LICENSE

The undersigned hereby declares that it/he/she is a Contractor and has been in business for ____ 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.

California Contractor's License No.: 790590 Expires: 01/31/09 Classification: C27 C61D49

Long Beach Business License No.: _____ (Required upon notification of award).

EXAMINATION OF SITE AND WORK

Each bidder must become fully informed of the conditions relating to the work and the employment of labor thereon. Failure to do so will not relieve the Contractor of the obligation to furnish all material and labor necessary to carry out the provisions hereof.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

SUBCONTRACTORS

Bidders are reminded to submit a list of subcontractors. **Failure to submit such a list may cause the Bid to be rejected as non-responsive.**

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.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The City will interpret the meaning of any part of these requirements about which any misunderstanding may arise and the City's decision will be final. Should there appear to be any error or discrepancy in or between these requirements, the Contractor shall refer the matter to the City's designated representative(s) for adjustment before proceeding with the work. Should the Contractor proceed with the work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

PROTECTION OF WORK AND MATERIALS

Materials damaged by the Contractor's operations shall be removed and replaced at the Contractor's expense before the final inspection and acceptance.

TIME OF COMPLETION

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 "APPENDIX A, TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA"** herein.

LIQUIDATED DAMAGES

The Contractor shall pay to the City, or have withheld from monies due the Contractor, the sum of \$275 per calendar day that the Contractor exceeds the specified time for completion.

MANDATORY PRE-BID CONFERENCE

A mandatory Pre-Bid Conference shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference. Bidders shall be required to sign-in at the Pre-Bid Conference. The Pre-Bid Conference will take place:

Time: **10:00A.M.**
Date: **TUESDAY, APRIL 17, 2007**
Location: **2760 STUDEBAKER ROAD, LONG BEACH, CA 90815**

SUPPLEMENTAL CONDITIONS SECTION (Continued)

PRE-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.

PREVAILING WAGES

The Work to be done hereunder is considered to be "public work," and prevailing wages shall apply. Please refer to Section 10 of the "INSTRUCTIONS TO BIDDERS."

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.

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, agents, 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 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. In Queensway Bay (Location 3), no vehicles may be driven on pavers and other hardscapes without the approval of the City.

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.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

ENVIRONMENTAL REQUIREMENTS

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

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.

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 Contractor's failure to comply with any state or federal law, regulation or rule.

In preparing the bid, the bidder shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

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.
 - 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.
2. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.
3. The Long Beach City Council is considering a ban on all fuel-powered leaf blowers. The Contractor will not receive additional compensation should such a ban be implemented prior to or after the award of the Contract.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

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.**

DISTURBANCE OF NESTING BIRDS

The Contractor shall be mindful of the nesting seasons of birds when scheduling tree-trimming operations. The Contractor shall consult with the designated City representative(s) before initiating tree trimming operations in areas where there is 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 have been identified in "EXHIBIT A, TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA."

REFUSE DISPOSAL

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.

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 bid will be reached, and it may be exceeded.**

The list provided in "Appendix A", **TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA**, has each bid area prioritized by City criteria. This is not the entire list of City parks and green belts and in no way to be considered the complete list of potential park trimming. The City reserves the right to add or substitute to the listed park areas to be trimmed. The extent of list completion is dependent upon the final available budget. Completion contract extensions will be based on approximately the same tree quantities but may identify different locations. Actual locations and site-specific quantities will be identified prior to contract extensions.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

ADDITIONAL WORK – URGENT TREE TRIMMING SERVICES

The City may, at its discretion, authorize the Contractor to perform additional work, specifically urgent tree trimming, when the need for such work arises. 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. 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.**

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for "additional work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

- a. For authorized additional 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 additional 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 "additional work," payment shall be based on the Contractor's estimate for such work. The City shall 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.

When bidding the "Additional Work – Urgent Tree Trimming" 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. For the subsequent bid items, the bidder shall bid a standard cost to trim a tree regardless of the number to be trimmed.

INDEMNITY

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liens, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with the Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by the Contractor, its employees, agents, or subcontractors, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, or their officials, employees or agents.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

REQUIREMENT 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 to be used to 1) evaluate the bidder's ability to fulfill the terms of the Contract, and 2) determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

AMENDMENTS TO INSURANCE

Item #29, page 9, "Contract - General Conditions", is **amended** to include work performed on and off City property, and these General Conditions shall apply.

Item #29 Section C, page 9, "Contract - General Conditions", are **amended** as follows:

(2) **Commercial Automobile Liability** (equivalent in scope to ISO Form CA 00 01 06 92) covering symbol 1 (Any Auto) in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

Item #29, page 9, "Contract - General Conditions", is **supplemented** with the following:

(F) **All Risk Property Insurance** in an amount sufficient to cover the full replacement value of the Contractor's personal property, improvements and equipment used or stored on City premises. With respect to damage to property, the City and the Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

AMENDMENTS TO AWARD

Item #7, Award, page 3, "Instructions to Bidders", is amended as follows:

The Bid shall be subject to acceptance by the City for a period of one hundred-twenty (120) days unless a lesser period is prescribed by bidder.

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.

SUPPLEMENTAL CONDITIONS SECTION (Continued)

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 said facilities and keep a log indicating the date inspected and the action taken. All services provided, and materials used, shall be in accordance with acceptable industry standards.

INQUIRIES AND COMPLAINTS

The Contractor shall maintain a telephone, listed in the telephone directory in its own name or in the firm name by which it is mostly 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.

SPECIFICATONS SECTION

GENERAL

Upon award of the Contract, the City will provide the Contractor with maps and the approximate tree-trimming inventory, which will indicate the locations of the trees to be trimmed.

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.

All trees shall be trimmed in accordance with "APPENDIX A, TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA" herein.

All trees shall be trimmed as is appropriate to individual species, and shall conform to the standards set forth by the International Society of Arboriculture (I.S.A.) and the guidelines below. All tree trimming shall be generally managed by an I.S.A. certified arborist, who shall also be available for consultation and/or inspection of disputed work. The name of this arborist shall be provided with the bid.

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.

Limbs, which extend beyond the natural perimeter of an outside symmetrical form, shall be shortened.

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.

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 produce large wounds and weaken the tree at the cut, shall not be made.

All *Washingtonia robusta* and *Phoenix dactylifera* in Cesar Chavez Park shall be skinned, and all fruiting and flowering stalks shall be removed, as a part of the trimming. No additional payment will be made therefore.

The *Washingtonia robusta* in other locations do not require skinning.

Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.

SPECIFICATONS SECTION (Continued)

GENERAL (Continued)

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.

Climbing or spiked shoes/boots shall not be used.

Trim to clear all adjacent structures by 5 feet.

Remove ivy from the base of trees. Removal of ivy shall be considered as included in the unit prices bid, and no additional payment will be made therefore.

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, and no additional payment will be made therefore.

Trimming, debris and other vegetation resulting from tree trimming operations shall be promptly removed from the site and properly disposed of at the Contractor's expense.

The vegetation and debris resulting from the work shall be composted or otherwise re-used 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.

The Contractor must conduct all operations in accordance with the Storm Water Management Plan (i.e., National Pollutant Discharge Elimination Program, or NPDES).

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.

SPECIFICATONS SECTION (Continued)

GENERAL (Continued)

ORDER OF WORK

The Contractor shall provide to the Department of Parks, Recreation and Marine a schedule of work 7 days prior to the actual commencement of work.

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.

All trees shall be trimmed in accordance with "APPENDIX A, TREE TRIMMING LOCATION AND TIME LINE CRITERIA" herein.

DISTRIBUTION OF NOTICES AND POSTING NO PARKING SIGNS

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 and (b) provide 100 copies of the notice to the marina operations office located at the end of the Marina Drive (Alamitos Bay Marina).

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.

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.

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.

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, and no additional payment will be made therefore.

SPECIFICATONS SECTION (Continued)

GENERAL (Continued)

PUBLIC RELATIONS

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.

Do not drive equipment onto private property for the purpose of removing brush or debris.

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. Two bid items have been included for these instances.

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

APPENDIX A

TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA

There are fifty-one (51) locations included in this Contract. A description of each location and the Time Line Criteria for each is identified below. Unless otherwise specified, all trees shall be trimmed according to the Standard Time Line Criteria:

Standard Time Line Criteria: For the first year of this contract, 2007, all trees shall be trimmed prior to October 1st (for initial contract term). In succeeding years, all trees shall be pruned prior to July 15th of that year. Except for emergency work and call outs, and excluding Palm trees and Coral trees, no trimming shall be done between June 1 and October 1.

BID SECTION 1: PARKS

LOCATION 1: STEARNS PARK

Stearns Park is a large park encompassing sports fields, community center and playground located between Stearns St. and 23rd Street at 4520 East 23rd Street.

Time Line Criteria:

Standard.

LOCATION 2: HOUGHTON PARK

Houghton Park encompasses sport fields, community center, the North Facilities Center with day care and playground. Located at 6301 Myrtle Ave.

Time Line Criteria:

Standard.

LOCATION 3: LIVINGSTON DRIVE

Livingston Drive Park is a green belt area containing a playground located at Livingston Drive and Park Ave.

Time Line Criteria:

Standard.

LOCATION 4: SILVERADO PARK

Silverado Park is located at the intersection of Santa Fe Avenue and 31st Street, and encompasses ball fields, picnic areas, and playground and recreation buildings.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 5: ORIZABA PARK

Orizaba Park encompasses sport fields, a community center and playground located at Orizaba Avenue and Spaulding Street.

Time Line Criteria:

Standard.

LOCATION 6: RAMONA PARK

Ramona Park encompasses sport fields, a community center and playground located at 3301 East 65th Street.

Time Line Criteria:

Standard.

LOCATION 7: BOUTON CREEK PARK

Bouton Creek Park is a small park with a picnic area located at Atherton Street and Litchfield Avenue.

Time Line Criteria:

Standard.

LOCATION 8: CESAR E. CHAVEZ PARK

Cesar E. Chavez Park is located along the southwestern boundary of the City. For reference purposes, the park has been divided into three sections:

Section I is bounded by Golden Avenue, Broadway, the northbound lane of Shoreline Drive, and 6th Street.

Section II encompasses the area, which is generally situated between the northbound and southbound lanes of Shoreline Drive, extending from Ocean Boulevard and convergence of the northbound and southbound lanes of Shoreline Drive. This section also includes the area situated between Ocean Boulevard, the northbound lane of Shoreline Drive, and Golden Avenue.

Section III encompasses the area which is situated between Ocean Boulevard, the southbound lane of Shoreline Drive (Long Beach Freeway at the northern end) and the Los Angeles River. This section also includes the greenbelt located on the north side of 7th Street.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 9: WHALEY PARK

Whaley Park is located on Atherton Street, near Bellflower Boulevard. The park is divided into two sections – northern and southern. The park encompasses a playground, sports fields and community center.

Time Line Criteria:

Standard.

LOCATION 10: LOS CERRITOS PARK

Los Cerritos Park encompasses both a tennis court and picnic area, located at 3750 Del Mar Avenue.

Time Line Criteria:

Standard.

LOCATION 11: COLLEGE ESTATES PARK

College Estates Park encompasses sport fields, a community center and playground located at 808 Stevely Avenue.

Time Line Criteria:

Standard.

LOCATION 12: SOMERSET PARK

Somerset Park encompasses sport fields, a community center and playground located at 1500 East Carson Street.

Time Line Criteria:

Standard.

LOCATION 13: DEFOREST PARK

DeForest Park is a large park encompassing sports fields, a community center and playground located at 6255 DeForest Avenue.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 14: EL DORADO PARK WEST

El Dorado Park is a large regional park located on the eastern edge of the City. It is generally divided into two portions. El Dorado Park West is generally located adjacent to Studebaker Road, between Stearns Street and Willow Street.

Time Line Criteria:

Standard.

LOCATION 15: EL DORADO PARK REGIONAL PARK – AREAS II & III

El Dorado Park is a large, Regional Park located on the eastern edge of the City. It is generally divided into two portions. El Dorado Park Regional Park (East) is generally located adjacent to the 605 Freeway, between Willow Street and the "Towne Center" commercial area.

Time Line Criteria:

Standard.

LOCATION 16: COOLIDGE PARK

Coolidge Park encompasses sport fields, a community center and playground located at 352 East Neece Street.

Time Line Criteria:

Standard.

LOCATION 17: VETERANS PARK

Veterans Park is located on 28th Street, near Pacifica Avenue. The park encompasses sports fields, playgrounds and community center.

Time Line Criteria:

Standard.

LOCATION 18: LOS ALTOS PLAZA PARK

Los Altos Plaza Park encompasses both a picnic and playground area located at Los Altos Plaza and Anaheim Road.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 19: CHERRY PARK

Cherry Park encompasses sport fields, a community center and playground located at 1901 East 45th Street.

Time Line Criteria:

Standard.

LOCATION 20: WARDLOW PARK

Wardlow Park is located at the intersection of Wardlow Avenue and Stanbridge Avenue. The park encompasses playgrounds, sports fields and community center.

Time Line Criteria:

Standard.

LOCATION 21: ADMIRAL KIDD PARK

Admiral Kidd Park encompasses sport fields, a community center and playground located at 2125 Santa Fe Avenue.

Time Line Criteria:

Standard.

LOCATION 22: BIXBY PARK

Bixby Park encompasses a volleyball area, a community center and playground area located at 130 Cherry Avenue.

Time Line Criteria:

Standard.

LOCATION 23: DRAKE PARK

Drake Park is located at the intersection of Maine Avenue and 10th Street. The park encompasses playgrounds, sports fields and community center.

Time Line Criteria:

Standard.

LOCATION 24: MACARTHUR PARK

MacArthur Park is located at the intersection Anaheim Street and Gundry Avenue. The park encompasses playgrounds, sports fields and community center.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 25: RECREATION PARK

Recreation Park is large park generally located at the intersection of 7th Street and Park Avenue. It encompasses playgrounds, community center, dog park and volleyball courts.

Time Line Criteria:

Standard

LOCATION 26: RECREATION PARK WOODLAWN

Located on the south side of 7th Street, east of Park Avenue.

Time Line Criteria:

Standard.

LOCATION 27: HEARTWELL PARK

Heartwell Park is located on Carson Street, between Bellflower Boulevard and Woodruff Avenue. The park encompasses playgrounds, community center and many sports fields.

Time Line Criteria:

Standard.

LOCATION 28: PAN AMERICAN PARK

Pan American Park is located at the intersection of Centralia Street and Charlemagne Avenue. The park encompasses playground, sports field and community center.

Time Line Criteria:

Standard.

LOCATION 29: MARTIN LUTHER KING JR. PARK

Martin Luther King, Jr. Park encompasses sport fields, a community center and playground located at 1950 Lemon Avenue.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 30: BIXBY KNOLLS PARK

Bixby Knolls Park is located at the intersection of San Antonio Drive and Cerritos Drive.

Time Line Criteria:

Standard.

LOCATION 31: JACKSON PARK

Jackson Park encompasses both a picnic and playground area located at Jackson Street and Walnut Avenue.

Time Line Criteria:

Standard.

LOCATION 32: MIRACLE ON 4TH STREET PARK

Miracle on 4th Street Park encompasses both a picnic and playground area located at 1518 East 4th Street.

Time Line Criteria:

Standard.

LOCATION 33: MARINA VISTA PARK

Marina Vista Park encompasses sport fields, a picnic and playground area located at Colorado Street and Santiago Avenue.

Time Line Criteria:

Standard.

LOCATION 34: LILLY PARK

Lilly Park encompasses both a picnic and playground area located at Lilly Avenue and El Dorado Drive.

Time Line Criteria:

Standard.

LOCATION 35: EL DORADO NATURE CENTER

El Dorado Nature Center encompasses both a picnic area and lake and is located at 7550 East Spring Street. There is no equipment access to the trees.

Time Line Criteria:

Standard.

APPENDIX A (Continued)

BID SECTION 2: BEACH AREAS

LOCATION 36: JUNIPERO PARKING LOT

The Junipero Parking Lot is located at the beach at the terminus of Junipero Avenue. Trees to be trimmed include palm trees on adjacent hillside (bluff).

Time Line Criteria:

Standard.

LOCATION 37: BELMONT PLAZA AND PIER PARKING LOT

The Belmont Plaza Pool and Belmont Pier Parking Lot are located at the beach near the terminus of Termino Avenue.

Time Line Criteria:

Standard.

LOCATION 38: BAYSHORE PLAYGROUND

The Bayshore Playground is located at the corner of Ocean Boulevard and Bayshore Avenue (on the shore of Alamitos Bay). Trees to be trimmed include those around the game courts.

Time Line Criteria:

Standard.

LOCATION 39: ALAMITOS PARK (72nd Place)

Alamitos Park (72nd Place) is located at the eastern terminus of Ocean Boulevard (on the "Peninsula") adjacent to the beach.

Time Line Criteria:

Standard.

LOCATION 40: COLORADO LAGOON

Colorado Lagoon is located adjacent to Appian Way, between Nieto Avenue and Park Avenue. Trees to be trimmed include those on both the north and south sides of the Lagoon, and those in the vicinity of the intersection 6th Street and Monrovia Avenue

Time Line Criteria:

Standard.

APPENDIX A (Continued)

LOCATION 41: MARINE STADIUM

Marine Stadium is located between Appian Way (on the south) and Eliot Street/Marina Drive (on the north). Trees to be trimmed include those: (1) near the entrance, (2) in the brick planter area, (3) along the south fence line, and (4) near the Eliot Street pedestrian entrance.

Time Line Criteria:

Standard.

LOCATION 42: MARINA PARK (MOTHERS' BEACH)

Marina Park (Mothers' Beach) is located adjacent to Appian Way, between Ravenna Avenue and the 2nd Street Bridge.

Time Line Criteria:

Standard

BID SECTION 3: ALAMITOS BAY MARINA

LOCATION 43: ROAD TO MARINE BUREAU HEADQUARTERS

The road to the Marine Bureau Headquarters is located on the south side of Basin 1, in the vicinity of the "Alamitos Bay Landing" commercial area.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

APPENDIX A (Continued)

LOCATION 44: BASIN 1

Basin 1 is located on the eastern edge of the Alamitos Bay Marina, adjacent to Marina Drive-North.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

LOCATION 45: OIL DOCK ROAD

The "Oil Dock Road" is located between Basin 1 and Basin 2 on the eastern edge of the Alamitos Bay Marina, adjacent to Marina Drive-North.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

LOCATION 46: BASIN 2

Basin 2 is located on the eastern edge of the Alamitos Bay Marina, adjacent to Marina Drive-North.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

APPENDIX A (Continued)

LOCATION 47: BASIN 3

Basin 3 is located on the northeastern edge of the Alamitos Bay Marina, adjacent to Marina Drive-East.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

LOCATION 48: MARINA DRIVE

Marina Drive (East and North) is the primary access route for Basins 1, 2, and 3. Trees to be trimmed include those in the center median and the service isle.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

LOCATION 49: BASIN 6

Basin 6 is located on the northwestern edge of the Alamitos Bay Marina, near Pacific Coast Highway and the "Marina Pacifica" commercial area. Trees to be trimmed include those on both the north and south sides of the basin.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

APPENDIX A (Continued)

LOCATION 50: BASIN 4

Basin 4 is located on the southwestern edge of the Alamos Bay Marina, adjacent to Appian Way.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

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.

LOCATION 51: OVERLOOK PARK

Overlook Park is located at the terminus of Naples Plaza, near The Toledo, on Naples Island.

Time Line Criteria:

1. Mexican Fan Palms shall not be trimmed between January 15th and September 15th
2. All other trees shall be trimmed according to the Standard Time Line Criteria.

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION

BID SECTION 1: PARKS

LOCATION

	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
1. Stearns Park	Ash	14
	Elms	12
	Jacaranda	9
	Pinus	1
	Schinus	1
	Eucalyptus	2
	Mulberry	3
2. Houghton Park	Jacaranda	10
	Robinia	1
	Liquidamber	2
	Elm	1
	Eucalyptus	2
3. Silverado Park	Elm	4
	Eucalyptus	16
	Pine	21
4. Livingston Drive	Palm	5
	Eucalyptus	24
5. Silverado Park	Elm	4
	Eucalyptus	16
	Pinus	21
6. Orizaba Park	Ash	4
	Elm	1
	Schinus	2
	Pinus	1
	Eucalyptus	2

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
7. Ramona Park	Ash	26
	Podocarpus	2
	Liquidamber	4
	Palms	26
	Schinus	3
	Elm	2
	Ceratonla	3
	Robinla	2
	Pinus	3
8. Bouton Creek	Eucalyptus	2
9. Cesar Chavez Park	Sycamores	9
	Palms	41
	Eucalyptus	2
	Prunus	12
	Liquidamber	4
Chavez tree removal	Eucalyptus	1
10. Whaley Park	Podocarpus	14
	Jacaranda	10
	Elm	5
	Magnolia	9
	Pinus	6
	Ceratonla	1
11. Los Cerritos Park	Ash	9
	Grevillea	16
	Jacaranda	3

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
12. College Park Estates	Ash	1
13. Somerset	Pinus	7
	Ash	2
	Podocarpus	1
	Eucalyptus	1
	Liquidamber	2
	Elm	5
	Ficus	1
Somerset Park tree removal	Pinus	1
14. Deforest Park	Sycamores	29
	Cupaniopsis	7
	Quercus	1
	Eucalyptus	1
	Pinus	1
15. EL Dorado Park West	Ash	19
	Elm	53
	Jacaranda	11
	Pinus	55
	Sycamore	62
	Quercus	3
	Eucalyptus	2
	Ceratonia	4
	Podocarpus	1
	Schinus	9
	Pistache	9
	Cercis	6
	Pittosporum	2

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
El Dorado West removals	Schinus	2
	Sycamore	3
16. El Dorado Regional Park		
Area II	Sycamore	19
	Jacaranda	2
	Eucalyptus	3
	Elms	19
	Ash	52
	Quercus	1
	Schinus	7
El Dorado Area II removals	Ash	4
Area III	Sycamore	63
	Jacaranda	4
	Pinus	89
	Koelreuteria	73
	Eucalyptus	4
17. Coolidge Park	Ash	2
	Pinus	1
	Elm	7
18. Veterans Park	Ash	6
	Eucalyptus	3
	Elm	14
	Schinus	14
	Magnolia	1
Veterans Park tree removal	Schinus	1
	Eucalyptus	2

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
19. Los Altos Plaza	Eucalyptus	1
20. Cherry Park	Elms	2
	Podocarpus	6
	Pinus	1
	Ash	9
	Ficus	1
Cherry Park tree removal	Pinus	1
21. Wardlow Park	Podocarpus	1
	Carob	1
	Ash	5
	Prunus	1
	Sycamore	1
22. Admiral Kidd	Eucalyptus	13
	Ash	15
	Pinus	7
	Ceratonla	1
23. Bixby Park	Ceratonla	1
Bixby Park tree removal		2
24. Drake Park	Eucalyptus	3
	Grevillea	2
25. MacArthur Park	Carob	2
	Eucalyptus	3
	Liquidamber	2
	Jacaranda	2
MacArthur Park tree removal	Palm	1

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
26. Recreation Park	Eucalyptus	37
	Pinus	8
	Schinus	1
	Jacaranda	2
	Carob	2
	Podocarpus	2
	Ceratonia	4
	Quercus	1
27. Recreation Woodlawn Recreation and Woodlawn removals	Eucalyptus	22
	Eucalyptus	8
	Carob	2
	Pinus	1
28. Heartwell Park	Elm	10
	Jacaranda	5
	Podocarpus	3
29. Pan American Park	Elm	35
	Ash	12
	Jacaranda	2
	Koelreuteria	1
	Palms	3
	Olea	2
	Melaleuca	9
	Prunus	2
	Magnolia	4
	Callistemon	4
	Quercus	1
Schinus	5	
Catalpa	1	

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
Pan American Park removal	Ash	1
30. Martin Luther King Jr. Park	Ficus	3
	Liquidamber	1
	Palm	5
	Schinus	1
	Pinus	6
	Elm	3
31. Bixby Knolls Park	Elm	4
32. Miracle on 4 th Park	Pinus	1
33. Marina Vista Park	Melaleuca	12
	Erythrina	2
	Ficus	1
34. Lilly Park	Magnolia	1
	Eucalyptus	7
35. El Dorado Nature Center	Eucalyptus	1
	Pinus	8
Nature Center tree removals	Sycamore	1
	Pinus	1
	Elm	1
36. Junipero Parking Lot	Mexican Fan Palm	54
37. Belmont Plaza & Pier Parking Lot	Eucalyptus	3
	Mexican Fan Palm	25
38. Bayshore Playground	Mexican Fan Palm	4

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (CONTINUED)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
39. 72 nd Place (Alamitos Park)	Coral	2
	Mexican Fan Palm	6
40. Colorado Lagoon	Ash	2
	Eucalyptus	3
	Mexican Fan Palm	36
41. Marine Stadium	Coral	1
	Eucalyptus	15
	Ficus	1
	Mexican Fan Palm	137
42. Marina Park (Mothers Beach)	Coral	3
	Eucalyptus	31
	Mexican Fan Palm	58
43. Road to Marine Bureau HQ	Ficus	8
44. Basin 1	Mexican Fan Palm	49
45. Oil Dock Road	Ficus	8
	Mexican Fan Palm	64
46. Basin 2	Mexican Fan Palm	106
47. Basin 3	Mexican Fan Palm	195
48. Marina Drive	Mexican Fan Palm	100
49. Basin 6	Eucalyptus	11
	Mexican Fan Palm	101
50. Basin 4	Mexican Fan Palm	87

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION

BID SECTION 2: BEACH AREAS

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
51. Overlook Park	Mexican Fan Palm	65

BID SECTION

BID TO PROVIDE TREE TRIMMING SERVICES IN THE BEACH AREAS, ALAMITOS BAY MARINA, AND VARIOUS PARKS IN THE CITY OF LONG BEACH, CALIFORNIA.

SUBMITTED IS OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS, AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

THE BIDDER IS REQUIRED TO BID ALL BID ITEMS (SPECIES) IN A GIVEN BID SECTION, EVEN THOUGH NO UNITS OF CERTAIN SPECIES MAY HAVE BEEN IDENTIFIED FOR THAT SECTION.

BID SECTION 1: PARKS

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Ash	\$ <u>145.00</u>
2.	Ceratonia	\$ <u>110.00</u>
3.	Cupaniopsis	\$ <u>45.00</u>
4.	Coral (first trim)	\$ <u>150.00</u>
5.	Coral (second trim)	\$ <u>95.00</u>
6.	Date Palm (first trim)	\$ <u>55.00</u>
7.	Date Palm (second trim)	\$ <u>45.00</u>
8.	Eucalyptus	\$ <u>120.00</u>
9.	Elm	\$ <u>95.00</u>
10.	Ficus	\$ <u>125.00</u>
11.	Mexican Fan Palm (first trim)	\$ <u>30.00</u>
12.	Mexican Fan Palm (second trim)	\$ <u>25.00</u>
13.	Quercus	\$ <u>70.00</u>
14.	Schinus	\$ <u>85.00</u>
15.	Pinus	\$ <u>125.00</u>
16.	Queen Palm (first trim)	\$ <u>35.00</u>
17.	Queen Palm (second trim)	\$ <u>25.00</u>
18.	Sycamore	\$ <u>120.00</u>

BID SECTION (Continued)

BID SECTION 2: BEACH AREAS

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Ash	\$ <u>145.00</u>
2.	Ceratonia	\$ <u>110.00</u>
3.	Cupaniopsis	\$ <u>45.00</u>
4.	Coral (first trim)	\$ <u>150.00</u>
5.	Coral (second trim)	\$ <u>95.00</u>
6.	Date Palm (first trim)	\$ <u>55.00</u>
7.	Date Palm (second trim)	\$ <u>45.00</u>
8.	Eucalyptus	\$ <u>120.00</u>
9.	Elm	\$ <u>95.00</u>
10.	Ficus	\$ <u>125.00</u>
11.	Mexican Fan Palm (first trim)	\$ <u>30.00</u>
12.	Mexican Fan Palm (second trim)	\$ <u>25.00</u>
13.	Quercus	\$ <u>70.00</u>
14.	Schinus	\$ <u>85.00</u>
15.	Pinus	\$ <u>125.00</u>
16.	Queen Palm (first trim)	\$ <u>35.00</u>
17.	Queen Palm (second trim)	\$ <u>25.00</u>
18.	Sycamore	\$ <u>120.00</u>

BID SECTION (Continued)

BID SECTION 3: ALAMITOS BAY MARINA

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Ash	\$ <u>145.00</u>
2.	Ceratonia	\$ <u>110.00</u>
3.	Cupaniopsis	\$ <u>45.00</u>
4.	Coral (first trim)	\$ <u>150.00</u>
5.	Coral (second trim)	\$ <u>95.00</u>
6.	Date Palm (first trim)	\$ <u>55.00</u>
7.	Date Palm (second trim)	\$ <u>45.00</u>
8.	Eucalyptus	\$ <u>120.00</u>
9.	Elm	\$ <u>95.00</u>
10.	Ficus	\$ <u>125.00</u>
11.	Mexican Fan Palm (first trim)	\$ <u>30.00</u>
12.	Mexican Fan Palm (second trim)	\$ <u>25.00</u>
13.	Quercus	\$ <u>70.00</u>
14.	Schinus	\$ <u>85.00</u>
15.	Pinus	\$ <u>125.00</u>
16.	Queen Palm (first trim)	\$ <u>35.00</u>
17.	Queen Palm (second trim)	\$ <u>25.00</u>
18.	Sycamore	\$ <u>120.00</u>

BID SECTION (Continued)

The Bidder must also complete the following section:

ADDITIONAL WORK -- URGENT TREE TRIMMING

During the course of the Contract, the City may require urgent tree trimming services for which the City may request the Contractor to perform as "Additional Work." The Contractor shall complete additional work within 48 hours of the City's request, unless the City specifies that a longer response time is acceptable. The number of trees to be trimmed may range from one to several dozen. The actual number of trees, the location of the trees, nor the species of trees, cannot be anticipated.

Bidder must not rely on receiving a request from the City for Additional Work in preparing and submitting a bid.

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. For the subsequent bid items, the Bidder shall bid a standard cost to trim the specified type of tree regardless of the number to be trimmed. **The bid costs shall apply to all Bid Sections.**

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Mobilization Fee (Standard)	\$ <u>500.00</u>
Palms	\$ <u>75.00</u>
Coral & Ficus	\$ <u>225.00</u>
Deciduous (e.g., Ash, Elm, Sycamore)	\$ <u>250.00</u>
Evergreen (e.g., Pines, Eucalyptus)	\$ <u>250.00</u>

PAYMENT TERMS: 12 Net 15 days

ARBORIST IDENTIFICATION:

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

Jack Mooring I.S.A. Certified No. WE-0905A



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



790590

License Number

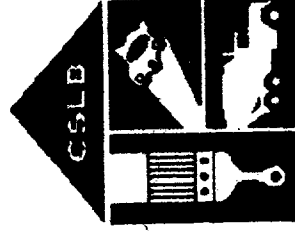
CORP

Entity

UNITED PACIFIC SERVICES INC

Business Name

Classification(s) **C27 C61/D49**

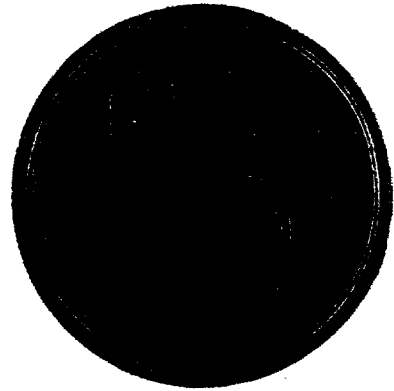


Expiration Date **01/31/2009**

Certified Arborist
International Society of Arboriculture

Jack Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Executive Director
International Society of Arboriculture

WE-0905A 6/30/2007
Certificate Number Expiration Date

GOVERNMENTAL REFERENCES - United Pacific Services, Inc.

	GOVERNMENTAL AGENCIES	AMOUNT PER YEAR / MONTH	TOTAL AMOUNT	TYPE OF WORK	CONTACT PERSON	PHONE NUMBER	START DATE	COMPLETION DATE
1.	CITY OF SANTA CLARITA - TREE DEPARTMENT 25663 AVENUE STANFORD SANTA CLARITA, CA 91365-1103	\$450,000 PER YEAR (1 year contract with 4 options to renew)	\$2,250,000.00	TRIM TREES IN STREETS AND VARIOUS PARKS	ROBERT SARTAIN, SUPERVISOR URBAN FORESTRY	(661) 294-2518 OFFICE (661) 294-2517 FAX email: rsartain@santa-clarita.com	Jan of 2007	One year options to renew until JAN OF 2012
2.	CITY OF BAKERSFIELD - TREE / PARK DEPARTMENT 4101 TRUKTUN AVE. BAKERSFIELD, CA 93309	\$300,000 PER YEAR (1 year contract with 4 options to renew)	\$1,500,000.00	TRIM TREES IN STREETS AND VARIOUS PARKS	ED LAZAROTI, SUPERVISOR URBAN FORESTRY	(661) 326-3866 OFFICE (661) 861-0684 FAX email: pdenney@Bakerfieldcity.us	Nov of 2006	One year options to renew until NOV OF 2011
3.	CITY OF LONG BEACH - PARK DEPARTMENT 2760 STUDEBAKER ROAD LONG BEACH, CA 90815	\$475,000 PER YEAR (3 YEAR CONTRACT)	\$1,425,000.00	TRIM TREES IN STREET AND IN THE QUEENSWAY BAY PARK LANDSCAPE MAINTENANCE	OSCAR DE LEON PARK SUPERVISOR	(562) 577-8437 OFFICE (562) 570-8535 FAX	Jan of 2004	JAN OF 2007
4.	CITY OF LOS ANGELES - STREET TREE DEPARTMENT 200 NORTH SPRING STREET, RM 355 CITY HALL LOS ANGELES, CA 90012	\$347,744 FOR 2006 (3 - CONTRACTS)	\$347,744.00	TRIM TREES IN STREETS AT VARIOUS LOCATIONS	CLAIRE TOLLIFFE MANAGEMENT ANALYST II URBAN FORESTRY DIVISION	(213) 847-3077 OFFICE (213) 947-3033 FAX	Jun of 2006	NOV OF 2006
5.	CITY OF LOS ANGELES - HARBOR DEPARTMENT 500 PIER "A" STREET, BERTH 161 WILMINGTON, CA 90744	\$150,000 PER YEAR (3 YEAR CONTRACT)	\$450,000.00	TRIM STREET TREES AT THE PORT OF SAN PEDRO	GARY STRIKER SUPERVISOR	(310) 732-3890 OFFICE (310) 519-6234 FAX	Jul of 2002	JUN OF 2005
6.	COUNTY OF RIVERSIDE - TREE DEPARTMENT 4080 LEMON STREET, 7th FLOOR RIVERSIDE, CA 92502	\$100,000 PER YEAR (3 YEAR CONTRACT)	\$300,000.00	TRIM STREET TREES AT VARIOUS LOCATIONS THROUGHOUT RIVERSIDE COUNTY	MATT SAYRE SUPERVISOR	(909) 955-6829 OFFICE (909) 955-6845 FAX	Jul of 2004	One year options to renew until JUL OF 2008
7.	CITY OF SAN DIEGO - UNIFIED PORT DISTRICT 3165 PACIFIC COAST HIGHWAY SAN DIEGO, CA 92112	\$228,000 PER YEAR (1 year contract with 2 options to renew)	\$678,000.00	TRIM TREES AT THE UNIFIED PORT DISTRICT AT VARIOUS PARKS	MARK BRUNELLE PARK SUPERVISOR	(619) 686-6475 OFFICE (619) 725-6014 FAX	Apr of 2004	One year options to renew until APR OF 2007
8.	COUNTY OF RIVERSIDE - LMD DISTRICTS 4080 LEMON STREET, 7th FLOOR RIVERSIDE, CA 92502	\$148,000 PER YEAR (1 year contract with 2 options to renew)	\$444,000.00	TRIM TREES THROUGHOUT RIVERSIDE COUNTY AT VARIOUS LMD DISTRICTS	JUDY WATERLAND SUPERVISOR	(909) 955-6829 OFFICE (909) 955-6845 FAX	Jul of 2005	One year options to renew until JUL OF 2008
9.	COUNTY OF LOS ANGELES - TREE DEPARTMENT 900 SOUTH FREMONT AVE. ALHAMBRA, CA 91803	\$303,575 PER YEAR (2 - CONTRACTS)	\$303,575.00	TRIM STREET TREES AT VARIOUS LOCATIONS FOR THE COUNTY OF LOS ANGELES	PHIL SANDOVAL CONTRACT INSPECTOR	(626) 458-3122 OFFICE (626) 458-2187 FAX (951) 545-9719 CELL	Sep of 2006	DEC OF 2006
10.	COUNTY OF LOS ANGELES - FLOOD MAINTENANCE 900 SOUTH FREMONT AVE. ALHAMBRA, CA 91803	\$844,000 TWO YEARS (2 - CONTRACTS)	\$844,000.00	TRIM TREES ALONG THE RIGHT-OF-WAY AND WEED ABATEMENT ALONG THE FLOOD CHANNELS	DEL ORTEGA SUPERVISOR	(626) 445-7630 OFFICE (626) 446-2624 FAX	July of 2000	SEP OF 2004
11.	CITY OF LOS ANGELES - WATER & POWER 17031 HIGHWAY 14 MOJAVE, CA 93501	\$200,000 TWO YEARS (2 YEAR CONTRACT)	\$200,000.00	TRIM TREES FOR THE DEPARTMENT OF WATER & POWER IN THE MOJAVE DESERT	ROBERT CHANEY SUPERVISOR	(661) 824-7901 OFFICE (661) 824-7905 FAX	Jul of 2003	JUN OF 2005
12.	ORANGE COUNTY SANITATION DISTRICT 10844 ELLIS AVENUE FOUNTAIN VALLEY, CA 92708	\$177,000 PER YEAR (1 year contract with 4 options to renew)	\$885,000.00	TRIM TREES AND LANDSCAPE MAINTENANCE OF GROUNDS, HERBICIDE SPRAYING, WEED AND LITTER CONTROL	MATT EDDY OPERATIONS MANAGER	(714) 583-7218 OFFICE (714) 968-5976 FAX	Jun of 2005	One year options to renew until JUN OF 2010
13.	CITY OF HIGHLAND 27215 BASE LINE HIGHLAND, CA 92346	\$50,000 PER YEAR (1 year contract with 4 options to renew)	\$250,000.00	TRIM AND REMOVE TREES THROUGHOUT THE CITY. EMERGENCY TREE WORK	LARRY WILLIAMS PUBLIC WORKS MANAGER	(909) 864-8732 OFFICE (909) 862-3180 FAX	May of 2002	One year options to renew until MAY OF 2007
14.	STATE OF CALIFORNIA DIVISION OF TRANSPORTATION - CAL TRANS 680 FLINN AVE, STE. 32 MOORPARK, CA 93021	\$182,000 FOR 2004 (2 MONTH CONTRACT)	\$182,000.00	TRIM TREES AND REMOVE DEAD TREES ALONG THE 101 FWY	SAEED SAMIE ON-SITE INSPECTOR CAL-TRANS	(805) 857-7072 OFFICE (805) 357-9239 FAX	Jul of 2004	SEP OF 2004
15.	COUNTY OF SAN BERNARDINO CODE ENFORCEMENT DIVISION 2314 S. MOUNTAIN AVENUE, SUITE E ONTARIO, CA 1762	\$100,000 FOR 2006 / 07 \$100,000 FOR 2007 / 08 06 (2 - CONTRACTS)	\$200,000.00	TRIM AND RAISE TREES FOR FIRE ABATEMENT AT VARIOUS PARCELS THROUGHOUT SAN BERNARDINO COUNTY	WILLIAM McFARLAND CODE ENFORCEMENT OFFICER FIRE HAZARD ABATEMENT	(909) 387-4103 OFFICE (800) 772-3181 OFFICE (909) 387-4243 FAX	Mar of 2004	One year options to renew until MAR OF 2009
		\$4,053,319.00	\$10,259,319.00					

UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT

January of 2004

The following Government agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on: **Poor - Fair - Satisfactory - Excellent**

Signed Signatures:

		2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
1.)	Oscar De Leon, (562) 570-4886 <i>Oscar De Leon</i> City of Long Beach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.)	Rene Sanchez, (562) 861-0316 <i>Rene Sanchez</i> County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.)	Gary Striker, (310) 732-3890 <i>Gary Striker</i> City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.)	Larry Williams, (909) 864-8732 <i>Larry Williams</i> City of Highland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.)	Tony Tajalli, (626) 695-7292 <i>Tony Tajalli</i> County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.)	Dave Brackin, (909) 387-4043 <i>Dave Brackin</i> County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.)	Del Ortega, (626) 445-7630 <i>Del Ortega</i> County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.)	John Osollo, (310) 732-3946 <i>John Osollo</i> City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.)	Saced Samie, (805) 857-7072 <i>Saced Samie</i> State of California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.)	Jose Ontiveros, (626) 458-3122 <i>Jose R. Ontiveros</i> County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

City Endorsement Signatures

Gus K. Franklin, President

February 1984

To whom it may concern:

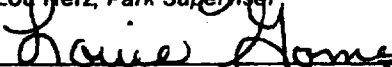
During the past twenty-five years I supervised the completion of over \$40,000,000 in contracts for more than sixty southern California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental Tree Maintenance and Green Waste Recycling contracts. I am the founder and former owner of *United Pacific Corporation* and *TransPacific Environmental Incorporated*. Upon my request the following city officials recognized by accomplishments and outstanding performance in the organization, direction, supervision and completion of their contracts by their signed endorsements below:

Respectively:

1. CITY OF GARDEN GROVE


Lou Nerz, Park Supervisor

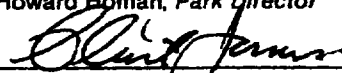
2. CITY OF YORBA LINDA


Louie Gomez, Street Superintendent

3. CITY OF CARSON


Howard Homan, Park Director

4. CITY OF SANTA ANA


Clint Jones, Tree Supervisor

5. CITY OF LYNWOOD


Don Snavely, Park Director

6. CITY OF FOUNTAIN VALLEY


Dave Christenson, Tree Supervisor

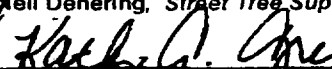
7. CITY OF LA HABRA


Manuel Torres, Tree Supervisor

8. CITY OF LOS ANGELES


Neil Denering, Street Tree Superintendent

9. CITY OF FULLERTON


Kathy Greco, Park Co-ordinator

10. CITY OF WHITTIER


Emmitt May, Tree Supervisor

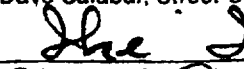
11. CITY OF PARAMOUNT


Roger Kretzer, Tree Supervisor

12. CITY OF SAN FERNANDO


Dave Salabar, Street Superintendent

13. CITY OF SO. EL MONTE


Ka Ito, Park Supervisor

14. CITY OF BUENA PARK


Gordon Smith, Tree Supervisor

FORTY-FIVE LETTERS OF RECOMMENDATION

GUS K. FRANKLIN

28 YEAR PERIOD (1977 to 2005)

The following letters of recommendation cover a 27 year period of completing over \$40,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2005 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

<u>AGENCY</u>	<u>RECOMMENDATION BY:</u>	<u>YEAR</u>
1.) City of Highland	Sam Racadio, City Manager	2005
2.) City of Long Beach	Oscar De Leon - Contract Monitor	2004
3.) City of Highland	Larry M. Williams - Public Works Manager	2004
4.) County of San Bernardino	David Brakin - Abatement Supervisor	2004
5.) City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
6.) City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
7.) City of Highland	Larry M. Williams - Public Works Manager	1998
8.) Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
9.) State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
10.) City of Norco	Christopher L. Sorensen - Mayor	1998
11.) Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
12.) City of Norco	Joesph S. Schenk - Director	1996
13.) City of Arcadia	Robert A. Lang - Park Superintendent	1996
14.) City of Simi Valley	City Council Meeting	1996
15.) City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
16.) Union Bank	Kelly J. Cooke - Assistant Vice President	1994
17.) Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
18.) City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
19.) Congress of the United States	Estaban E. Torres - Member of Congress	1991
20.) City of Garden Grove	Walt E. Donovan - Mayor	1990
21.) UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
22.) Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
23.) City of West Hollywood	John Heilman - Mayor	1985
24.) S.O.S. Coral Tree Society	James A. Thomas - President	1985
25.) Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
26.) Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
27.) Veterans Administration	Juanita D. Walker - Director	1983
28.) United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
29.) City of Newport Beach	Jack Brooks - Park Superintendent	1982
30.) City of Beverly Hills	Don Boynton - Public Works Inspector	1981
31.) City of Yorba Linda	Louie Gomez - Street Superintendent	1981
32.) City of Carson	Howard B. Homan	1981
33.) City of La Habra	Manuel Torres - Tree Maintenance Foreman	1981
34.) City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
35.) Surety Insurance Company / Bonding	Madelaine Gentry - Assistant Manager	1981
36.) City of Garden Grove	Lou Hertz - Park Superintendent	1981
37.) City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
38.) City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
39.) City of Fullerton	Kathy A Greco - Development Coordinator	1981
40.) City of San Fernando	Fred L. Morgan - Director	1980
41.) City of Lynwood	Don V. Snavelly - Director of Parks	1980
42.) City of Lynwood	Don V. Snavelly - Director of Parks	1978
43.) City of Santa Ana	Robert E. Gresham - Director	1978
44.) City of Los Angeles	Joseph L. Louthan - Superintendent	1977
45.) City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1.	Mayors (4)	12.	Tree Supervisors (3)
2.	Director of Public Works (3)	13.	Park & Tree Superintendent (1)
3.	Vice Presidents (3)	14.	Project Manager (1)
4.	Presidents (2)	15.	Public Works Inspector (1)
5.	Congressmen (1)	16.	Planning and Development Coordinator (1)
6.	Federal Judge (1)	17.	Community Coordinator (1)
7.	Fuel Managers (2)	18.	Asst. Director of Public Works (1)
8.	Parks & Grounds Superintendent (3)	19.	Street Superintendents (4)
9.	Field Supervisors (2)	20.	Director of Parks (3)
10.	Branch Managers (2)	21.	Public Works Manager (1)
11.	Park Maintenance Supervisor (1)	22.	Contract Monitor (1)
		23.	City Manager (1)