

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

AGREEMENT

35545

THIS AGREEMENT is made and entered, in duplicate, as of April 28, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 21, 2020, by and between GREAT SCOTT TREE SERVICE, INC., a California corporation ("Contractor"), with a place of business at 10761 Court Ave., Stanton, CA 90680, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed tree trimming, removal, planting, inventory, and stump grinding services for parks, beach areas, marinas, and open space areas for the Parks, Recreation and Marine Department ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number PR19-126 for Tree Trimming Services for Parks, Beach, Marina, and Open Space Areas ("RFP"), incorporated by this reference as if fully set forth herein, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, which was submitted in response to City's RFP, in accordance with the standards of the profession, and City shall pay for these services in the manner

1 described below, in an annual amount not to exceed Eight Hundred Forty Three
2 Thousand Five-Hundred Dollars (\$843,500), with a fifteen percent (15%)
3 contingency in the amount of One Hundred Twenty Six Thousand Five Hundred
4 Twenty Five Dollars (\$126,525), for a total annual contract amount not to exceed
5 Nine Hundred Seventy Thousand Twenty Five Dollars (\$970,025), for a period of
6 two years, with the option to renew for three additional one-year periods, at the rates
7 or charges shown in Exhibit "B".

8 B. City shall pay Contractor in due course of payments following
9 receipt from Contractor and approval by City of invoices showing the services or
10 task performed, the time expended (if billing is hourly), and the name of the Project.
11 Contractor shall certify on the invoices that Contractor has performed the services
12 in full conformance with this Agreement and is entitled to receive payment. Each
13 invoice shall be accompanied by a progress report indicating the progress to date
14 of services performed and covered by the invoice, including a brief statement of any
15 Project problems and potential causes of delay in performance, and listing those
16 services that are projected for performance by Contractor during the next invoice
17 cycle. Where billing is done and payment is made on an hourly basis, the parties
18 acknowledge that this arrangement is either customary practice for Contractor's
19 profession, industry or business, or is necessary to satisfy audit and legal
20 requirements which may arise due to the fact that City is a municipality.

21 C. Contractor represents that Contractor has obtained all
22 necessary information on conditions and circumstances that may affect its
23 performance and has conducted site visits, if necessary.

24 D. By executing this Agreement, Contractor warrants that
25 Contractor (a) has thoroughly investigated and considered the scope of services to
26 be performed, (b) has carefully considered how the services should be performed,
27 and (c) fully understands the facilities, difficulties and restrictions attending
28 performance of the services under this Agreement. It the services involve work upon

1 any site, Contractor warrants that Contractor has or will investigate the site and is
2 or will be fully acquainted with the conditions there existing, prior to commencement
3 of services set forth in this Agreement. Should Contractor discover any latent or
4 unknown conditions that will materially affect the performance of the services set
5 forth in this Agreement, Contractor must immediately inform the City of that fact and
6 may not proceed except at Contractor's risk until written instructions are received
7 from the City.

8 E. Contractor must adopt reasonable methods during the life of
9 the Agreement to furnish continuous protection to the work, and the equipment,
10 materials, papers, documents, plans, studies and other components to prevent
11 losses or damages, and will be responsible for all damages, to persons or property,
12 until acceptance of the work by the City, except those losses or damages as may
13 be caused by the City's own negligence.

14 F. Contractor must comply with the provisions of the California
15 Coastal Commission's Coastal Development Permit No. 5-08-187 ("Permit"),
16 attached hereto as Exhibit "F" and incorporated by this reference, including, but not
17 limited to, Section 1.B. which prohibits tree trimming or tree removal during the
18 breeding and nesting seasons of the bird species referenced within the Permit
19 between January 1st and September 30th, inclusive, unless a health and safety
20 danger exists.

21 G. CAUTION: Contractor shall not begin work until this
22 Agreement has been signed by both parties and until Contractor's evidence of
23 insurance has been delivered to and approved by City.

24 2. TERM. The term of this Agreement shall commence at midnight on
25 April 1, 2020, and shall terminate at 11:59 p.m. on March 31, 2022, unless sooner
26 terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner. City shall have the option to extend the term of this Agreement for three
28 (3) additional one-year periods, at the discretion of the City Manager.

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3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.

4. INDEPENDENT CONTRACTOR.

In performing its services, Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this

1 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
2 duration of this Agreement, from insurance companies that are admitted to write
3 insurance in California and have ratings of or equivalent to A:V by A.M. Best
4 Company or from authorized non-admitted insurance companies subject to Section
5 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
6 by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to ISO
8 form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors liability, and products and completed
12 operations liability. City, its boards and commissions, and their officials,
13 employees and agents shall be named as additional insureds by
14 endorsement (on City's endorsement form or on an endorsement equivalent
15 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
16 shall contain no special limitations on the scope of protection given to City, its
17 boards and commissions, and their officials, employees and agents. This
18 policy shall be endorsed to state that the insurer waives its right of
19 subrogation against City, its boards and commissions, and their officials,
20 employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives its
24 right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

26 (c) Professional liability or errors and omissions insurance in an
27 amount not less than \$1,000,000 per claim.
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1 or contractor without approval prior to the substitution. Nothing stated in this Section shall
2 prevent Contractor from employing as many employees as Contractor deems necessary
3 for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
5 certifies that, at the time Contractor executes this Agreement and for its duration,
6 Contractor does not and will not perform services for any other client which would create a
7 conflict, whether monetary or otherwise, as between the interests of City and the interests
8 of that other client. And, Contractor shall obtain similar certifications from Contractor's
9 employees, sub-Contractors and contractors.

10 8. MATERIALS. Contractor shall furnish all labor and supervision,
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services
12 necessary to or used in the performance of Contractor's obligations under this Agreement,
13 except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA. All materials, information and data
15 prepared, developed or assembled by Contractor or furnished to Contractor in connection
16 with this Agreement, including but not limited to documents, estimates, calculations,
17 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
18 models, reports, summaries, drawings, designs, notes, plans, information, material and
19 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
20 and City shall have the unrestricted right to use and disclose the Data in any manner and
21 for any purpose without payment of further compensation to Contractor. Copies of Data
22 may be retained by Contractor but Contractor warrants that Data shall not be made
23 available to any person or entity for use without the prior approval of City. This warranty
24 shall survive termination of this Agreement for five (5) years.

25 10. TERMINATION. Either party shall have the right to terminate this
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
27 prior notice to the other party. In the event of termination under this Section, City shall pay
28 Contractor for services satisfactorily performed and costs incurred up to the effective date

1 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
2 insurance, furnish to City certificates of insurance and endorsements evidencing
3 renewal of the insurance. City reserves the right to require complete certified copies
4 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
5 time. Contractor shall make available to City's Risk Manager or designee all books,
6 records and other information relating to this insurance, during normal business
7 hours.

8 G. Any modification or waiver of these insurance requirements
9 shall only be made with the approval of City's Risk Manager or designee. Not more
10 frequently than once a year, City's Risk Manager or designee may require that
11 Contractor, Contractor's sub-Contractors and contractors change the amount,
12 scope or types of coverages required in this Section if, in his or her sole opinion, the
13 amount, scope or types of coverages are not adequate.

14 H. The procuring or existence of insurance shall not be construed
15 or deemed as a limitation on liability relating to Contractor's performance or as full
16 performance of or compliance with the indemnification provisions of this Agreement.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
18 contemplates the personal services of Contractor and Contractor's employees, and the
19 parties acknowledge that a substantial inducement to City for entering this Agreement was
20 and is the professional reputation and competence of Contractor and Contractor's
21 employees. Contractor shall not assign its rights or delegate its duties under this
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
23 of City, except that Contractor may with the prior approval of the City Manager of City,
24 assign any moneys due or to become due Contractor under this Agreement. Any
25 attempted assignment or delegation shall be void, and any assignee or delegate shall
26 acquire no right or interest by reason of an attempted assignment or delegation.
27 Furthermore, Contractor shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved sub-Contractor

1 of termination for which Contractor has not been previously paid. The procedures for
2 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
3 termination, Contractor shall deliver to City all Data developed or accumulated in the
4 performance of this Agreement, whether in draft or final form, or in process. And,
5 Contractor acknowledges and agrees that City's obligation to make final payment is
6 conditioned on Contractor's delivery of the Data to City.

7 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
8 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
9 performing its services, during the term of this Agreement and for five (5) years following
10 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
11 all information, whether written, oral or visual, obtained by any means whatsoever in the
12 course of performing its services for the same period of time. Contractor shall not disclose
13 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
14 of others except for the purpose of this Agreement.

15 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
16 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
17 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
18 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
19 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
20 to subpoena or court order.

21 13. ADDITIONAL SERVICES. The City has the right at any time during
22 the performance of the services, without invalidating this Agreement, to order extra work
23 beyond that specified in the RFP or make changes by altering, adding to or deducting from
24 the work. No extra work may be undertaken unless a written order is first given by the City,
25 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
26 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
27 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
28 City Representative. Any greater increases, taken either separately or cumulatively, must

1 (d) Commercial automobile liability insurance (equivalent in scope to
2 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
3 not less than \$500,000 combined single limit per accident.

4 B. Any self-insurance program, self-insured retention, or
5 deductible must be separately approved in writing by City's Risk Manager or
6 designee and shall protect City, its officials, employees and agents in the same
7 manner and to the same extent as they would have been protected had the policy
8 or policies not contained retention or deductible provisions.

9 C. Each insurance policy shall be endorsed to state that coverage
10 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
11 written notice to City, shall be primary and not contributing to any other insurance
12 or self-insurance maintained by City, and shall be endorsed to state that coverage
13 maintained by City shall be excess to and shall not contribute to insurance or self-
14 insurance maintained by Contractor. Contractor shall notify City in writing within five
15 (5) days after any insurance has been voided by the insurer or cancelled by the
16 insured.

17 D. If this coverage is written on a "claims made" basis, it must
18 provide for an extended reporting period of not less than one hundred eighty (180)
19 days, commencing on the date this Agreement expires or is terminated, unless
20 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
21 continuing coverage for a period of not less than three (3) years, commencing on
22 the date this Agreement expires or is terminated.

23 E. Contractor shall require that all sub-contractors or contractors
24 that Contractor uses in the performance of these services maintain insurance in
25 compliance with this Section unless otherwise agreed in writing by City's Risk
26 Manager or designee.

27 F. Prior to the start of performance, Contractor shall deliver to City
28 certificates of insurance and the endorsements for approval as to sufficiency and

1 be approved by the City Council. It is expressly understood by Contractor that the
2 provisions of this paragraph do not apply to services specifically set forth in the RFP or
3 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
4 the services to be provided pursuant to the RFP may be more costly or time consuming
5 than Contractor anticipates and that Contractor will not be entitled to additional
6 compensation for the services set forth in the RFP.

7 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
8 from any amount payable to Contractor (whether or not arising out of this Agreement) any
9 amounts the payment of which may be in dispute or that are necessary to compensate the
10 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
11 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
12 performing or failing to perform Contractor's obligations under this Agreement. In the event
13 that any claim is made by a third party, the amount or validity of which is disputed by
14 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
15 City may withhold from any payment due, without liability for interest because of the
16 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
17 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
18 indemnify and protect the City as elsewhere provided in this Agreement.

19 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
20 amended, nor any provision or breach waived, except in writing signed by the parties which
21 expressly refers to this Agreement.

22 16. LAW. This Agreement shall be construed in accordance with the laws
23 of the State of California, and the venue for any legal actions brought by any party with
24 respect to this Agreement shall be the County of Los Angeles, State of California for state
25 actions and the Central District of California for any federal actions. Contractor shall cause
26 all work performed in connection with construction of the Project to be performed in
27 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
28 county or municipal governments or agencies (including, without limitation, all applicable

1 federal and state labor standards, including the prevailing wage provisions of sections 1770
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
3 marshal, health officer, building inspector, or other officer of every governmental agency
4 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
5 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
6 conflict with any applicable laws, but the remainder of the Agreement will remain in full
7 force and effect.

8 17. PREVAILING WAGES.

9 A. Consultant agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public
11 Work"), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a "public work" as defined in California Labor Code
14 section 1720.

15 B. In all bid specifications, contracts and subcontracts for any
16 such Public Work, Consultant shall obtain the general prevailing rate of per diem
17 wages and the general prevailing rate for holiday and overtime work in this locality
18 for each craft, classification or type of worker needed to perform the Public Work,
19 and shall include such rates in the bid specifications, contract or subcontract. Such
20 bid specifications, contract or subcontract must contain the following provision: "It
21 shall be mandatory for the contractor to pay not less than the said prevailing rate of
22 wages to all workers employed by the contractor in the execution of this contract.
23 The contractor expressly agrees to comply with the penalty provisions of California
24 Labor Code section 1775 and the payroll record keeping requirements of California
25 Labor Code section 1771."

26 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
27 constitutes the entire understanding between the parties and supersedes all other
28 agreements, oral or written, with respect to the subject matter in this Agreement.

1 19. INDEMNITY.

2 A. Consultant shall indemnify, protect and hold harmless City, its
3 Boards, Commissions, and their officials, employees and agents ("Indemnified
4 Parties"), from and against any and all liability, claims, demands, damage, loss,
5 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
6 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
7 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
8 in part, out of or in connection with (1) Consultant's breach or failure to comply with
9 any of its obligations contained in this Agreement, including all applicable federal
10 and state labor requirements including, without limitation, the requirements of
11 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
12 omissions or misrepresentations committed by Consultant, its officers, employees,
13 agents, subcontractors, or anyone under Consultant's control, in the performance
14 of work or services under this Agreement (collectively "Claims" or individually
15 "Claim").

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

25 C. If a court of competent jurisdiction determines that a Claim was
26 caused by the sole negligence or willful misconduct of Indemnified Parties,
27 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

4 20. FORCE MAJEURE. If any party fails to perform its obligations
5 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
6 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
7 governmental regulations, governmental controls, judicial orders, enemy or hostile
8 governmental action, civil commotion, fire or other casualty, or other causes beyond the
9 reasonable control of the party obligated to perform, then that party's performance will be
10 excused for a period equal to the period of such cause for failure to perform.

11 21. AMBIGUITY. In the event of any conflict or ambiguity between this
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 22. NONDISCRIMINATION.

14 A. In connection with performance of this Agreement and subject
15 to applicable rules and regulations, Contractor shall not discriminate against any
16 employee or applicant for employment because of race, religion, national origin,
17 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
18 disability. Contractor shall ensure that applicants are employed, and that employees
19 are treated during their employment, without regard to these bases. These actions
20 shall include, but not be limited to, the following: employment, upgrading, demotion
21 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
22 or other forms of compensation; and selection for training, including apprenticeship.

23 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
24 accordance with the provisions of the Ordinance, this Agreement is subject to the
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Consultant
28 certifies and represents that the Consultant will comply with the EBO. The

1 Consultant agrees to post the following statement in conspicuous places at its place
2 of business available to employees and applicants for employment:

3 "During the performance of a contract with the City of Long Beach, the
4 Consultant will provide equal benefits to employees with spouses and its
5 employees with domestic partners. Additional information about the City of
6 Long Beach's Equal Benefits Ordinance may be obtained from the City of
7 Long Beach Business Services Division at 562-570-6200."

8 B. The failure of the Consultant to comply with the EBO will be
9 deemed to be a material breach of the Agreement by the City.

10 C. If the Consultant fails to comply with the EBO, the City may
11 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
12 to become due under the Agreement may be retained by the City. The City may
13 also pursue any and all other remedies at law or in equity for any breach.

14 D. Failure to comply with the EBO may be used as evidence
15 against the Consultant in actions taken pursuant to the provisions of Long Beach
16 Municipal Code 2.93 et seq., Contractor Responsibility.

17 E. If the City determines that the Consultant has set up or used its
18 contracting entity for the purpose of evading the intent of the EBO, the City may
19 terminate the Agreement on behalf of the City. Violation of this provision may be
20 used as evidence against the Consultant in actions taken pursuant to the provisions
21 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22 24. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Contractor at the address first stated above, and to City at
25 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
26 to the City Clerk at the same address. Notice of change of address shall be given in the
27 same manner as stated for other notices. Notice shall be deemed given on the date
28 deposited in the mail or on the date personal delivery is made, whichever occurs first.

1 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
2 that Contractor has not employed or retained any entity or person to solicit or obtain this
3 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
4 commission or other monies based on or from the award of this Agreement. If Contractor
5 breaches this warranty, City shall have the right to terminate this Agreement immediately
6 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
7 due under this Agreement or otherwise recover the full amount of the fee, commission or
8 other monies.

9 26. WAIVER. The acceptance of any services or the payment of any
10 money by City shall not operate as a waiver of any provision of this Agreement or of any
11 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
12 Agreement shall not constitute a waiver of any other or subsequent breach of this
13 Agreement.

14 27. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
16 18, 21 and 28 prior to termination or expiration of this Agreement.

17 28. TAX REPORTING. As required by federal and state law, City is
18 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
19 Contractor shall be solely responsible for payment of all federal and state taxes resulting
20 from payments under this Agreement. Contractor shall submit Contractor's Employer
21 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
22 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
23 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
24 Contractor provides one of these numbers.

25 29. ADVERTISING. Contractor shall not use the name of City, its officials
26 or employees in any advertising or solicitation for business or as a reference, without the
27 prior approval of the City Manager or designee.

28 30. AUDIT. City shall have the right at all reasonable times during the

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Contractor relating to this Agreement.

4 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

7 32. BONDS. Contractor shall, simultaneously with the execution of this
8 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
9 form attached hereto and in the amount specified therein, conditioned upon the faithful
10 performance of this Contract by Contractor, and a good and sufficient corporate surety
11 bond, in the form attached hereto and in the amount specified therein, conditioned upon
12 the payment of all labor and material claims incurred in connection with this Contract.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GREAT SCOTT TREE SERVICE, INC., a California corporation

May 26th, 2020

By [Signature]
Name Scott Griffiths
Title President

May 26th, 2020

By [Signature]
Name Scott Griffiths
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

June 17, 2020

By [Signature]
Name Rebecca L. Garner

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is approved as to form on JUNE 16, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"



TECHNICAL PROPOSAL

Prepared For: City of Long Beach



RFP No. PR19-126: Tree Trimming Services
January 20, 2019



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OUR VISION

"The Great Scott Tree Service vision is caring for trees that enhance the beautiful landscapes of Southern California communities for today and future generations."

ABOUT US

Great Scott Tree Service was started in 1976 with a pickup truck, a chain saw and a mission to provide high quality tree maintenance at a competitive cost. Over the years we have developed into a key member of the Southern California tree maintenance industry. Our business is focused on Municipalities and Commercial accounts in the Orange County and Los Angeles Areas. We provide our customers with on-line computerized inventory with mapping; multi-year maintenance plans; scheduled tree maintenance; tree removal and planting; and full electronic tracking from Proposal thru Invoicing. We stand on our reputation for excellent customer service and high-quality tree care in the tree service industry. Our Corporate offices are located at 10761 Court Ave, Stanton, CA since 1987. We currently employ over 125 qualified professionals (One of which lives within the City of Long Beach) including Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained and knowledgeable of the latest pruning standards and techniques. We have over 175 pieces of state-of-the-art equipment located at our yard in Stanton and also a co-located green-waste recycling facility.



FINANCIAL STABILITY

Great Scott Tree Service Inc. is operating at a current run rate of 16M+ per year and is seeing a consistent year over year growth rate of over 12% for the last 4 years. We currently have an operating line of credit of \$ 750K and an approved available additional Equipment financing of \$1.5M+. Reviewed Confidential Financial Statements are available for your evaluation associated with this proposal.

CUSTOMER SERVICE

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

- *An Executive Project Manager who will be dedicated to the success of your project. Your project manager will be responsible for understanding, outlining, and implementing all of your expectations under this contract. This person will always have the authority to do all that is necessary to create the best possible results for your vision of this contract.*
- *A dedicated customer service representative will provide you with timely, courteous, and accurate support throughout the duration of your contract*
- *An English-speaking ISA Certified Arborist will oversee all ongoing operations and will be your direct point of communication to all onsite crews at the ground level.*

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

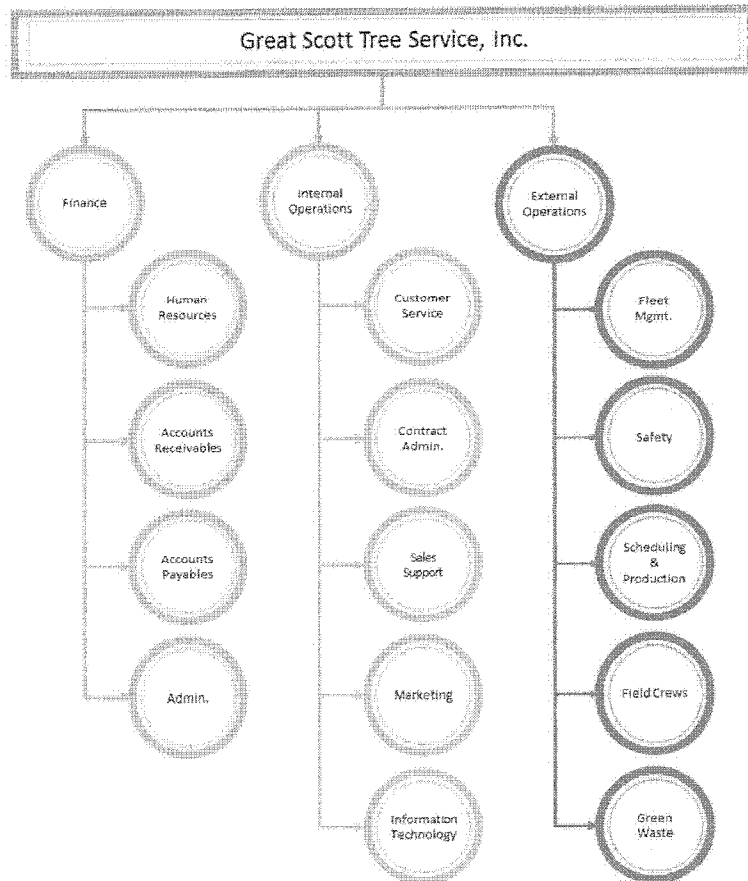


STAFF QUALIFICATIONS

INTRODUCTION – Great Scott Tree Service, Inc. is a family-owned and operated company located at 10761 Court Ave, Stanton, CA since 1987. We currently employ over 125 qualified professionals out of our Orange County based Headquarters; including Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained and knowledgeable of the latest pruning standards and techniques.

DEDICATED STAFF

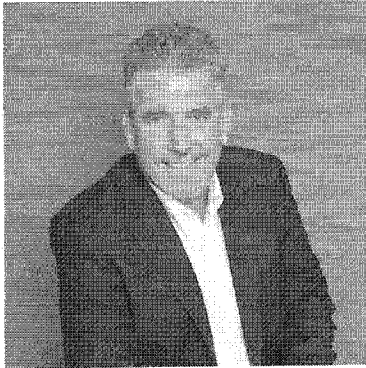
Upon awarding of contract, Great Scott Tree Services Inc. will assign **Kirk Hinshaw** to be the Project Manager and **Daniel Ruelas** will act as your Site Supervisor. These individuals have a long history in the tree maintenance field and are ISA certified arborists. They will solely oversee the crews working within City Property. Along with the supervision of crews, Raudel will cooperatively work with the City on all ongoing work, scheduling of future work, work requests, emergencies, and attend meetings with City personnel when requested. In the event of absence or illness, City Staff will be notified of his replacement and credentials for review and approval. It is imperative that our customers are able to contact a Great Scott Tree Service, Inc. employee at any time. The Project Supervisor is in the field continuously supporting his Crew Leaders and will be attending, in addition to the Project Manager, scheduled meetings with City officials.



Section 2. STAFF QUALIFICATIONS

KEY PERSONNEL

Scott P. Griffiths,
President / Founder



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

Mr. Griffiths founded Great Scott Tree Service, Inc. in 1976. As President, Scott oversees the complete operation of the company. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the past 43 years, Scott has developed a successful company on the foundation of customer satisfaction, safe operations, and quality tree care.

Kirk Hinshaw
Vice President of Operations



Professional Registration
ISA, Certified Arborist #WE-1475

Kirk Has worked in the tree care industry for over 30 years. He is a graduate from Southern Illinois University where he received his degree in Forest Resource Management. Kirk plays a key role in making sure our operations are providing the finest quality tree care in the most efficient way.

Jeanie Roulson,
Director of Internal Operations

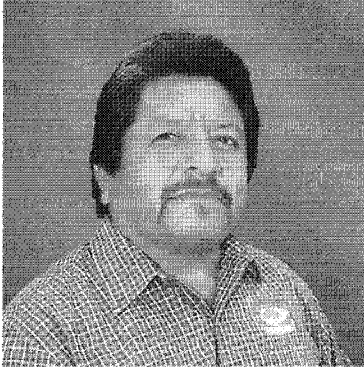


Jeanie Roulson is our Director of Internal Operations. Her responsibilities include, but are not limited to ensure that process and communication flow from customers to GSTS remain open and efficient and to ensure work is getting processed in a timely manner. She has been with GSTS for 12 years and her friendly, attentive, and timely manner make her a great asset to both us, and the clients that she serves.

Section 2. STAFF QUALIFICATIONS

KEY PERSONNEL - continued

Selestino Mercado,
Safety Coordinator



Sel brings over 27 years of experience and a passion for giving back to the industry. As Safety Coordinator he is responsible for the implementation of appropriate safety measures and upholding of quality work standards on the part of field employees. *Sel*'s credentials include Certification in Aerial Rescue Training, ISA Certified Tree Worker Specialist, Certified Aerial Rescue Instructor, Certified Aerial Lift Instructor, Certified EHAP, Certified Heavy Equipment Operator, and Certified First Aid /CPR-AED. In the event of any safety related issues, *Sel* will be your point of contact.

Raudel Gutierrez,
Project Supervisor



Professional Registration
ISA, Certified Arborist # WE-10688A

Daniel Rueles has been with Great Scott Tree Service, Inc. since 2005. As the Projects Supervisor, it is his role to oversee all of the crews in the field and to ensure work is being completed to standards in a safe and efficient manner. As a certified tree arborist, Daniel fully understands the requirements that are needed to ensure the health of trees.

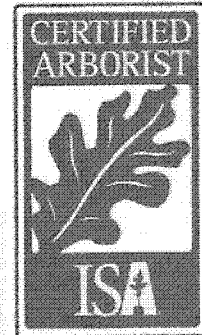
Victoria Farias,
Municipal Production Supervisor



Victoria Farias has been with Great Scott Tree Service, Inc. for four years. She is responsible for coordinating all work scheduled within our municipal division. She and her team are responsible to field all service calls and will be the internal point of contact for City of Long Beach. She will ensure that the communication between City Staff and Great Scott Tree Service will be second to none.

EMPLOYEE CERTIFICATION - Great Scott Tree Service, Inc. goes one step beyond just hiring qualified employees, it also works with employees to obtain arborist certification, tree worker certification, as well as wildlife certifications. The breadth of knowledge within our staff is important as in the event of absence or illness another qualified and certified employee would be able to fill in seamlessly. A list of certified employees is listed below.

CERTIFIED ARBORISTS - The International Society of Arboriculture (ISA) through research, technology, and education, promote the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. The ISA offers a rigorous program which our certified arborists have partaken in. It is vital to the health and wellness of urban forests to ensure that a certified arborist oversee the City of Irvine contract. Our arborists are required to accumulate a minimum of ten Continuing Education Units per year, which most of our arborist exceed. Below is a current list of our Certified Arborist's.

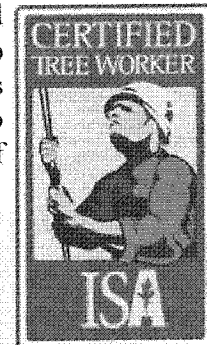


Aguilar, Francisco	WE-10583A	Hinshaw, Kirk	WE-1475A
Andrade, Salvador	WE-10747A	Meza, Jaime	WE-10529A
Arvizu, Enrique	WE-10530A	Ozuna, Isaac	WE-9119A
Darden, Stephen	WE-7654A	Ruelas, Daniel	WE-10688A
Griffiths, Scott	WE-0901AM	Salinas, Moises	WE-8682A
Gutierrez, Raudel	WE-10588A	Tran, Ba	WE-6543A
Gutierrez, Servando	WE-11081AT		

*AM denotes Certified Municipal Specialist

*AU denotes Certified Utility Specialist

CERTIFIED TREE WORKERS - The ISA also provides certification for tree workers to ensure strict standards and guidelines are set in place to ensure health and productive growth in trees across the country. Great Scott Tree Service, Inc. strictly trains and assigns certified tree workers to do all tree cutting for all our customers to ensure work is done to the highest standards. All of our Certified Tree Workers are required to have a minimum of six Continuous Education Units in order to educate themselves on any new requirements or changes. Below is the list of our Certified Tree Workers:



Aguilar, Francisco	2236C	Ortiz, Fabian	2154C
Andrade, Salvador	2237C	Ortiz, Jose L.	2043C
Arvizu, Enrique	2103C	Ozuna, Isaac	WE-9119T
Escobedo, Jesus	859C	Padilla, Juan	2296C
Gonzalez, Ruben	2403C	Pavia, Fernando	2345C
Gutierrez, Servando	2262C	Pavia, Gorge	1768C
Lopez, Paulino	2265C	Renderos, Edwin	2355C
Meza, Jaime	2190C	Reulas, Daniel	1610C
Mota, Juan	2404C	Vergara, Pablo	WE-8279T
Ortiz, Alejandro	2153C		

STAFF QUALIFICATIONS

CA CONSULTING ARBORISTS

Meador, Chris
Norman, Kerry
Simms, Susan

CA PEST CONTROL ADVISOR

RPW AA 02023
Kevin Holman QL 30247
Susan Simms

QUALIFIED TREE RISK ASSESSOR

Norman, Kerry
Meador, Chris
Simms, Susan
Griffiths, Scott
Keil, Parker

CA PEST CONTROL APPLICATOR

Parker Keil #139423

BOARD CERTIFIED MASTER ARBORIST

Kerry Norman WE-3643B

CONTRACTORS LICENSE

State of Certification: California
License Number: 556832
Entity: Corporation
Business Name: Great Scott Tree Service
Classifications: C61/D49 B C27
Expiration Date: 02/28/21



REGISTERED PUBLIC WORKS CONTRACTOR

DIR Registration Number: 1000004820
Expiration Date: June 30, 2020



INTRODUCTION

Over the past 15 years we have placed focus on the expansion of our municipal division and are successfully continuing to do so. The Company currently employs more than 125 qualified professionals including ISA certified arborists and tree workers. We are fully bonded and licensed under the State of California and we are a Registered Public Works Contractor, registered with the Department of Industrial Relations (DIR). The Company's services include tree maintenance and management



services including but not limited to complete tree trimming, safety trimming, tree removals, planting, watering, emergency response and GPS Inventory services. The Company's flagship online inventory program – TrimIT, provides the tree manager with tools to view past work history, track current budget and scheduling plans, and project future maintenance costs. Below is a sample listing of some of our larger contracts we have performed:

MUNICIPALITIES

- City of Carmel Valley
- City of Carson
- City of Chula Vista
- City of Compton
- City of Cypress
- City of El Monte
- City of El Segundo
- City of Hawthorne
- City of Irvine
- City of Lake Forest
- City of Lake Arrowhead
- City of Long Beach
- City of Newport Beach
- City of Rosemead
- City of San Diego
- City of Seal Beach
- City of Stanton
- City of Westminster
- City of West Hollywood
- County of Orange
- County of San Diego
- City of San Diego Metropolitan Water Division
- Caltrans
- Golden State Water District
- Irvine Ranch Water District
- LA Metropolitan Transport Authority (MTA)
- OC Water District
- OC Transportation Authority
- Laguna Heights Recycled Water Reservoir
- Moulton Niguel Water District
- Los Angeles Convention Center

EDUCATION

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

COMMERCIAL

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

PRIVATE

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

CLIENT REFERENCES

DATE	VALUATION	CLIENT / PROJECT DESCRIPTION	CONTACT
2017 - 2019	Annual Contract \$735,000 <i>100% GSTS Labor Force</i>	City of Cerritos <ul style="list-style-type: none"> • Provide grid trimming of 2,590 trees for Districts 14, 19, & 20 and remove 398 arterial and residential trees throughout the City. Provide as needed annual services for maintenance, trimming, removal, replacement and GPS inventory updates. 	Todd Kuh Parks Superintendent 562-916-1224 tkuh@cerritos.us
2013 - Present	Annual Contract \$3,599,198 <i>100% GSTS Labor Force</i>	City of Irvine <ul style="list-style-type: none"> • Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the ~57,500 trees within the City's urban forest. 	Casey Gnadt, Landscape Supervisor 949-724-7621 CGnadt@ci.irvine.ca.us
2015 - Present	Annual Contract \$259,995.00 <i>100% GSTS Labor Force</i>	City of Lake Forest <ul style="list-style-type: none"> • Annual services for maintenance of trees within facilities, medians, roadsides, parks, parkways, and trail areas in various locations throughout the City. Maintain and update the Cities GPS inventory of ~13,525 trees within the City. 	Oscar Garcia, Urban Forester 949-461-3576
2015 - Present	Annual Contract \$885,500.00 <i>100% GSTS Labor Force</i>	City of Long Beach <ul style="list-style-type: none"> • Annual services for maintenance, removal, and replacement of trees within Parks (163 Sites), Beach Areas (7 Sites), Marinas (9 Sites), and MTA Right-of-Way (Various Sites). Maintain and update the Cities GPS inventory of ~36,000 trees within the City Parks. 	Jeffery King, Contract Monitor 562-570-1592
2013 - Present	Annual Contract \$1,422,720 <i>100% GSTS Labor Force</i>	City of Newport Beach <ul style="list-style-type: none"> • Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the estimated 35,000 trees within the City's urban forest. 	Kevin Pekar, City Arborist 949-644-3309
2009 – 2018	Annual Contract \$132,680.00 <i>100% GSTS Labor Force</i>	City of Seal Beach <ul style="list-style-type: none"> • Provide services for the annual maintenance of 6,500 Trees, Palms, and anticipated removal of within the City's Urban Forest 	Tim Kelsey, Recreation Manager 562-493-8660
2003 - 2009	Annual Contract \$750,000 <i>100% GSTS Labor Force</i>	County of Orange <ul style="list-style-type: none"> • Provide services for trimming of 6,070 Trees, 520 Palms, and Removal of 335 trees at Various county owned properties. Work consists of trimming street trees for vehicle and pedestrian clearance, aesthetic tree trimming, trimming of large trees, palm tree trimming, tree removal, and flood control channel right-of-way trimming. 	Tammy Bragg, Public Works Maintenance Supervisor 714-955-0234
2007 – Present	Annual Contract \$330,000 <i>100% GSTS Labor Force</i>	The Irvine Company <ul style="list-style-type: none"> • Consists of the Aesthetic Pruning, raising, removing, planting, skinning / pineapple, sounding, and treatment of the ~11,750 trees maintained within Retail Property Portfolio. 	Anthony Terusa Landscape Director 949-720-2713



PROJECT SCHEDULE - Great Scott Tree Service, Inc. has in place a very thorough implementation process in the event that the City of Long Beach were to award us with the Tree Maintenance Services contract. Below are the phases that would occur:

PHASE 1 – CONTRACT ADMINISTRATION

- Review and execute the Tree Maintenance Agreement.
- Provide all required Certificates of Insurance and Bonds.
- Acquire all Licensing and Permits required for operations.
- Arrange a Pre-Operational meeting between GSTS personnel and City Staff to align expectations and processes.
- Schedule introductory meeting of key personnel from Great Scott Tree Service, Inc. and City Staff.
- Obtain Notice to Proceed Letter and Purchase Order.

PHASE 2 – OPERATIONAL PREPERATIONS

- Dedicated vehicles and equipment will be selected and made available for pre-inspection by City Staff.
- Assigned field crews will be familiarized with City specifications and standards
- GSTS Inventory Specialist / Certified Arborist will begin collecting all required GIS inventory data in the order that our crews will be working through the City. The city-wide GIS inventory will be completed and operational within the timeframe specified and will be compatible to the City's inventory software.
- Cost proposals will always be provided in advance to give City Staff visibility of progress and budget management on the front-end.

PHASE 3 – COMMENCEMENT OF OPERATIONS

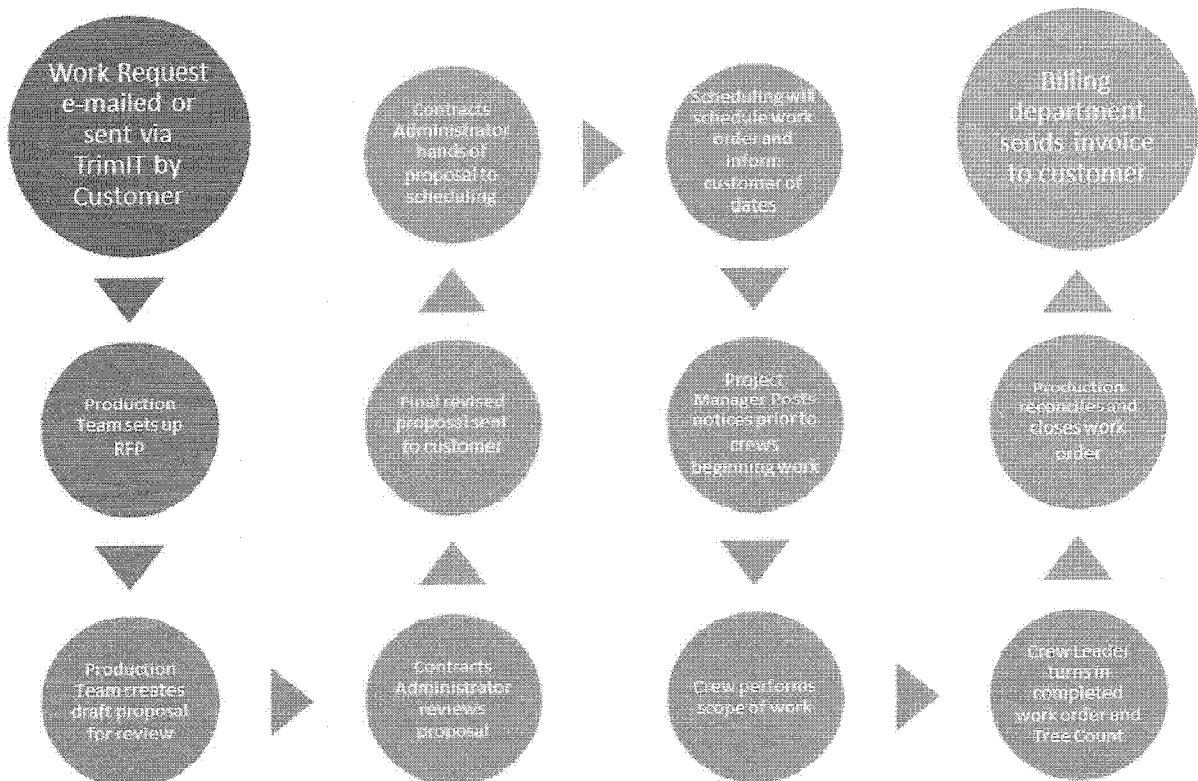
- Scheduling confirmations including work start date, location, scope, and crews configuration will be sent to City Staff for approval.
- Public Notices will be mailed in a timeframe and format approved by the city.
- English-Speaking ISA Certified crew will arrive on site, on time, and well equipped for the work at hand.
- All precautions will be made at the Work Site to ensure positive Public Relations and Protection.
- Traffic Delineation will be staged as necessary, and will always be in compliance with the Work Area Traffic Control Handbook (Watch).
- Certified Wildlife Personnel will always perform a visual inspection of the trees for Bird Nesting, prior to commencing work.
- Crews will verify inventory attributes, record services completed, and report hazardous conditions of each tree on a Daily Basis.
- All work performed will conform to ISA, ANSI, and City Standards.
- All debris will be removed from the work site each day.

PHASE 3: COMMENCEMENT OF OPERATIONS (Cont.)

- City Staff will receive prior-day progress reports to track progress and coordinate visual inspections.
- Staff access to our web-based GIS Inventory program will give you a transparent overview of all areas of operation.
- Reserve Staff and Equipment will provide immediate response to tree related emergency situations twenty-four hours per day, seven days per week.
- Onsite incidents, damages, or complaints will be immediately communicated to City Staff; all measures will be taken to resolve such issues in the timeliest manner possible.

PHASE 4: CONTINUED IMPROVEMENT

- GSTS will host live training studios to educate City Staff on our web-based Inventory System, “TrimIT.” We will also provide you with our detailed user guide which offers step-by-step instruction for utilizing all the services that TrimIT has to offer.
- Internal bi-weekly Safety Meetings and quarterly Training Seminars are provided to all field staff by our OSHA Certified ISA Safety Supervisor. Agendas include review of our Injury and Illness Prevention Program (IIPP), Cal-Osha policies, ISA, and ANSI safety requirements.
- Certified Arborists and Certified Tree Workers practice continuous improvement principles earning Continuing Education Units (CEUs) to maintain their certifications.
- Maintain excellent Public Relations through participation in Chamber of Commerce, local Fundraisers, educational demonstrations at Schools, and Arbor Day events.



QUALITY CONTROL OVERVIEW - Great Scott Tree Service, Inc. has incorporated an extensive quality control plan that begins with safety and continues with pruning standards, certified personnel, customer service, traffic control, and working guidelines. This quality control plan will be implemented immediately to ensure the City of Long Beach receives consistent quality work and exceptional service.

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

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

SERVICE REQUEST PRUNING - At the discretion of City Staff, service requests can be submitted directly through our web vendor portal or through your dedicated supervisor. City Representatives will have the option, at their convenience, to schedule a vendor portal training seminar where they will learn how to create and track service requests, view upcoming and ongoing jobs, and track overall work history in both GIS map form as well as printable invoice / work history form. Once a request has been submitted City Staff will receive itemized service proposals for review and approval.

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

- *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

- *Clearance prune* is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as “full prune”.

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

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

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

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

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

TREE PLANTING - Great Scott Tree Service along with Elite Nursery will coordinate any planting needs. Elite Nursery is a subsidiary of Great Scott Tree Service and has a 3-acre parcel of land in the City of Stanton that is used for growing grounds. Elite nursery is fully functional and can grow specialty trees, as well as, purchase other types of trees depending on availability and size. Prior to planting GSTS can assess the planting site and provide the City with a Recommended Planting Guide which will include an outline of viable replanting options and will include detailed description sheets of each species included.

Planting palettes will always be determined by our ISA Certified Arborists after a carefully consideration of the planting site area size, probability of successful establishment, cohesive aesthetics to the immediate surrounding area, and the City's general development goals. Upon approval from the City's authorized representative, GSTS will coordinate purchasing and planting operations. Our planting team will conduct all soil preparation, tree installation, and backfill to ISA standards, ANSI A300 standards, and City specifications.

EMERGENCY SERVICES - Great Scott Tree Service, Inc. understands the importance of a timely response in the event of emergencies within the City. Our unique customer base along with our strategic market plan allows our work crews to be centrally located in the Los Angeles County Area. This allows for prompt responses in the event of emergencies. We utilize a twenty-four (24) hour emergency hotline which is routed to our area manager and crew leaders who will immediately respond during normal business hours of operation, after-hours, weekends and holidays. Great Scott Tree Service, Inc. has a superb record in regards to the prompt response to emergency call outs. We have auxiliary staff that can respond to tree related emergency situations ranging from limbs down on a single tree to large scale storm related damage requiring the commitment of significant resources and staffing levels for several days. Response time for emergency and after-hours tree service requests will never be greater than one (1) hour. Our response team will never leave until a site has been safely cleared of all tree related hazards.

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

ROOT BARRIER INSTALLATION is a method utilized to prevent damage to hardscapes from tree roots and when used appropriately this application can be utilized to help trees thrive in difficult urban and suburban surroundings. Root barrier installation includes all the root pruning methods described above with the added application of installing semi-rigid deflector panels placed between the tree roots and hardscapes. As will root pruning, the same considerations must be taken before a tree can be deemed a viable candidate for this application. Again, GSTS will always notify the City when root barrier installation is not a viable option and we will never proceed if the installation will in any way jeopardize the health, stability, or safety of the tree in question.

Section 5. QUALITY CONTROL

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

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

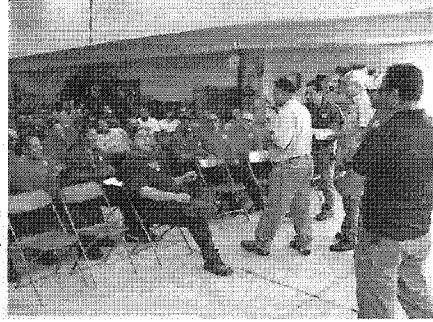
SPECIALTY EQUIPMENT RENTAL will always be readily available should the City come upon a project requiring extraordinary work. GSTS warehouses a number of Roll-offs boxes, loaders, tractors, lifts, and utility vehicles which can be utilized where they are needed.

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



PRUNING STANDARDS - Great Scott Tree Service, Inc. adheres to the highest quality pruning standards set forth by the International Society of Arboriculture, Society of Municipal Arborists, and the American National Standards Institute that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract. Great Scott Tree Service's Safety Manager, ensures tree care professionals abide by the most current practices and standards. Certified Arborists and Certified Tree Workers practice continuous improvement principles earning Continuing Education Units (CEUs) to maintain their certifications.. Newly hired and promoted apprentice trimmers are trained under the guidance of a Certified Tree Worker.

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



While we do perform safety training on an annual and quarterly basis, that is not enough. Our crew leaders discuss safety issues on a bi-weekly basis with the management team. Furthermore, crew leaders review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew.

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

- *General Safety Rules*
- *Drug & Alcohol Free Workplace*
- *General Emergency Action Plans as well as Emergency Fire plans*
- *Safety communication system with employees*
- *Hazard Assessment for Personal Protective Equipment (PPE) Accident investigations and review*
- *Back Injury and Fall Protection Prevention programs*
- *Specific Operational Procedures & Safety Guidelines*
- *Accident Investigation procedures and Root Cause Analysis*
- *Manuals and Training Matrices*
- *Driver SOPs and Safety Guidelines*
- *Traffic Control around Work Zone*

CREW SUPERVISION - Great Scott Tree Service, Inc. will at all times have an English speaking ISA Certified crew leader at each work location. A supervisor, with the ultimate responsibility for the project, will be an ISA Certified Arborist. Each crew leader and supervisor is equipped with a cell phone for immediate contact in case of emergency.

TRAFFIC CONTROL - Great Scott Tree Service, Inc. understands that where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the appropriate agency or its designated representative.

Great Scott Tree Service, Inc. will display standardized warning signage in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H) and State of California Manual of Traffic Controls. In the event there are county or city specific traffic control guidelines, prior conversations with those entities will take place to ensure that these are adhered to as well. At no time shall traffic be permitted to enter, or operations allowed to carry on, within any work zone that presents a dangerous condition to pedestrian and/or vehicular traffic. The rights of the utility companies within the public right of way and their need to maintain and repair their facilities will be recognized. Great Scott Tree Service, Inc. shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be required for complying with these requirements. Notification will be made with the appropriate agency of any utility that is disturbed or damaged.

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

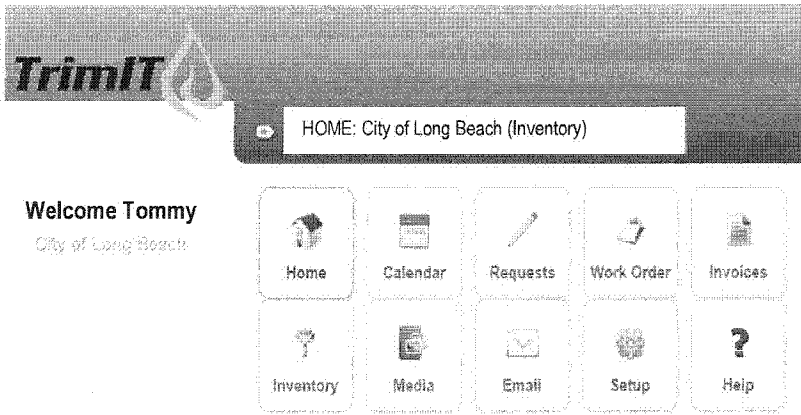
INSPECTION - The City Arborist and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever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

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

OVERVIEW OF INVENTORY PROGRAM

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

ONLINE ACCESS

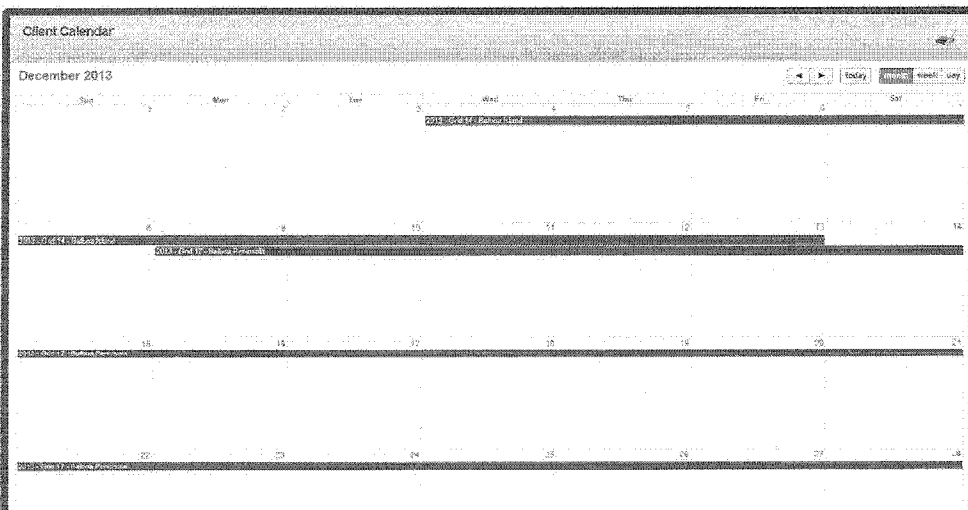


TrimIt's offers 24 hour online access to your tree inventory database. Its intuitive design will make the user will feel right at home with its web-based interface. The database allows the user to query the data on a variety of fields and conditions that is designed for the tree professional not the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

- View your Job Calendar
- Create Work Requests
- Track upcoming Work Orders
- Review Invoicing
- Browse Tree Inventory
- Add Media & Notes

INTERACTIVE JOB CALENDAR

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



WORK REQUESTS

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

WORK ORDERS

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

INVOICING / WORK HISTORY

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

Scheduled Work 4/15/14 - 8/29/14

Description	Start	Total
2014 West CMT Revised	4/15/14	\$128,360
2014 June Planting Request (PR35414)	6/03/14	\$36,735
2014 Grid 22 (Santa Ana Heights) Revised	6/03/14	\$46,048
2014 City Wide Corals	6/16/14	\$7,248
2014 City Wide Ficus	6/16/14	\$53,684
2014 Grid 3 (Buffalo Hills)	6/24/14	\$101,473
2014 Lower Castaways Park	6/26/14	\$3,132
2014 Removal of Port Canidgen Plants	6/26/14	\$484
2014 Stamp removal @ 1805 West St (WP35418)	6/26/14	\$252
2014 Service Request @ Via Concha	7/01/14	\$58
2014 Grid 3 (Buffalo Hills) Plants	7/07/14	\$101,638
2014 Remaining Grid 12 (GDM)	7/14/14	\$6,264
2014 Remaining Plants left at Parkview Island	7/17/14	\$576
2014 Plant at Main Library Parking Lot	7/20/14	\$685
2014 Planting at 1836 Gasky Drive	8/11/14	\$682

Work Request

Send to Great Scott

WP35580 Map Exit on Poppy (Between PCH and 5th) Status: Pending Created: 8/14/14 Trees: 48 Total: \$2,304.00

Work Request Lines: Requested Items

Map Satellite

Inventory List

Tree ID	Area	Species	Size Code	Service Type	Price
1082886	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082870	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082871	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082872	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082873	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082874	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082875	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082876	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082877	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00
1082878	12	Eucalyptus - Desert Gum	18-24	Grid Pruning	48.00



TREE INVENTORY

TrimIT is compatible with all known inventory databases and has the ability to provide accurate field-verified inventory updates for all trees serviced. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields: Tree Species, Location, Trunk Size (dbh), Height, Canopy Spread, Recommended Maintenance Cycles, Work History, Condition, Removal Priority, Presence of Utilities, and Maintenance Cost.

GPS MAPPING

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

GIS CAPABILITIES

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

Detail Notes Images Documents

Inventory Detail	
Tree ID	2659239
District	3
Area	3
Address	1950 VISTA DEL ORO
Side/Site	F - 1
Alt Address	
Tree Species	Quercus agrifolia / Oak - Coast Live
Common Name	Coast Live Oak
Size	3-6
Height	
Grow Space	
Space Size	
Overhead Utility	
Sidewalk Damage	
Service Type	Grid Pruning
Estimated Value	2500.00
Next Date	06/14

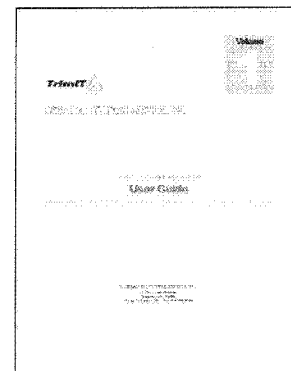
1838 Vista Del Oro, Newport Beach, California
Address is approximate

Date	Time	Person	Note	Notes

Ret#	Date	Service	Price	
Scheduled WO	74586	6/24/14	Grid Pruning	48.00

TRAINING

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



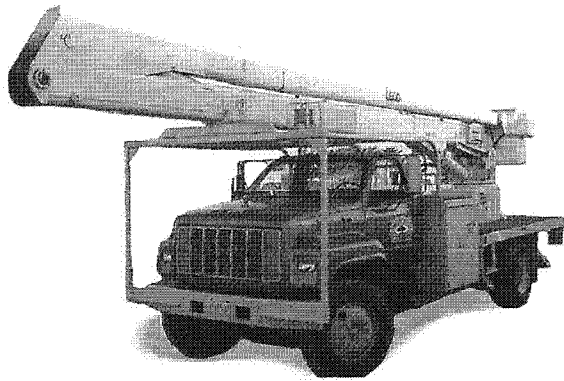
CONTACT

For more information regarding TrimIT please contact our IT specialist, Steve Guzowski. Steve can be reached at (714) 826-1750

Section 7. EQUIPMENT LIST

INTRODUCTION - GSTS owns a fleet of over 170 pieces of state of the art equipment located at our yard in Stanton and also a co-located green-waste recycling facility. With an average age of 4 years GSTS holds the most pristine and modern fleet in all of Southern California. All applicable equipment used is OSHA certified and will be subject to the inspection of the Association and shall meet safety and functional requirements described herein.

No.	Year	Make	Model	Tag #	AERIAL LIFT TRUCKS: 28
B12	2002	GMC	75 HI	6U43649	
B15	2004	GMC	60 HI	7J52027	
B16	2004	GMC	60 HI	7J52026	
B18	2002	GMC	60 HI	6043649	
B19	2007	GMC	60 HI	8H65502	
B20	2007	GMC	60 HI	8H65501	
B21	2007	GMC	60 HI	8J31212	
B22	2007	GMC	60 HI	8J31211	
B23	2013	FRTLN	60 XT	43558N1	
B24	2013	FRTLN	65 XT	43557N1	
B25	2013	FRTLN	65 XT	36561P1	
B26	2013	FRTLN	65 XT	36562P1	
B27	2013	FRTLN	65 XT	96515R1	
B28	2013	FRTLN	65 XT	96516R1	
B29	2015	FRTLN	75 XT	96517R1	
B30	2011	FRTLN	65 M2	8Z94316	
B31*	2006	TEREX	RM75/100	26138V1	
B32	2016	FRTLN	75XT	R464939	
B33	2016	FRTLN	M2	27425W1	
B34	2016	FRTLN	M2	27426W1	
B35	2016	FRTLN	M2	69583A2	
B36	2016	FRTLN	M2	69595A2	
B37	2016	FRTLN	M2	69584A2	
B38	2017	FRTLN	M2	52319F2	
B39	2016	FRTLN	M2	52318F2	
B40	2014	INTERNAT	4300	DEALER	
B41	2014	INTERNAT	4300	25903J1	
B42	2015	INTERNAT	4300	87915P1	
B43	2014	INTERNAT	4300	69867M1	



No.	Year	Make	Model	Tag #	DUMP TRUCKS: 30
D23	2004	INTERNAT	4300	8L67573	
D24	2004	INTERNAT	4300	128555T	
D25	2004	INTERNAT	4300	128553T	
D26	2004	INTERNAT	4300	8R79529	
D27	2004	INTERNAT	4300	8S04001	
D28	2006	INTERNAT	4300	8W73182	
D29	2006	INTERNAT	4300	7X17497	
D30	2006	INTERNAT	4300	88525G1	
D31	2006	INTERNAT	4300	88526G1	
D32	2007	INTERNAT	4300	137VAL	
D33	2007	INTERNAT	4300	8M22486	
D34	2007	INTERNAT	4300	8M26742	
D35	2007	INTERNAT	4300	8J90010	
D36	2009	INTERNAT	4300	8D26032	
D37	2009	FRTLN	M2	8T44409	
D38	2009	FRTLN	M2	8T44403	
D39	2009	FRTLN	M2	8T44396	
D40	2009	FRTLN	M2	26139V1	
D41	2012	FRTLN	M2	17657E1	
D42	2012	FRTLN	M2	67889D1	
D43	2012	FRTLN	M2	10975P1	
D44	2012	FRTLN	M2	80788D1	
D45	2014	FRTLN	M3	14224M1	
D46	2015	INTERNAT	4300	87788P1	
D47	2019	INTERNAT	4300	8M75513	
D48	2009	INTERNAT	4300	81963F2	
D49	2014	INTERNAT	4300	24763J1	
D50	2014	INTERNAT	4300	DEALER	
D51	2014	INTERNAT	4300	DEALER	
D52	2014	INTERNAT	4300	24787J1	



Section 7. EQUIPMENT LIST

CREW TRUCKS: 20

No.	Year	Make	Model	Tag #
T19	2001	FORD	F350	7C40825
T20	2006	FORD	F350	7H46769
T21	2006	FORD	F350	57574F1
T22	2008	FORD	F550	8N89727
T23	2007	FORD	F250	8X84363
T24	2007	FORD	F250	7E53224
T25	2008	FORD	F550	8J06519
T26	2015	DODGE	1500	43688U1
T27	2015	DODGE	1500	43687U1
T28	2005	FORD	F250	7W23548
T29	2015	DODGE	1500	10088V1
T30	2015	DODGE	1500	43720W1
T31	2015	DODGE	1500	98761X1
T32	2016	DODGE	1500	45537X1
T33	2016	DODGE	1500	72931Z1
T34	2016	DODGE	1500	16944Z1
T35	2007	CHEV	2500	DEALER
T36	2011	FORD	F250	8884084
T37	2019	CHEV	2500	74723P2
T38	2011	CHEV	2500	64568S2
T39	2013	CHEV	2500	64569S2
T40	2017	CHEV	2500	64570S2
T41	2014	CHEV	2500	DEALER



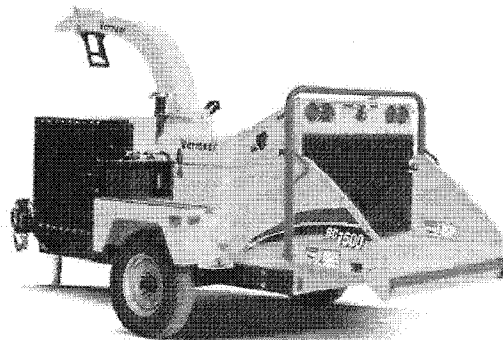
SALES VEHICLES: 10

No.	Year	Make	Model	Tag #
S26	2004	CHEV	1500	ITRIMIT
S29	2012	TOY	PRIUS	6YG657
S30	2015	TOY	PRIUS	7KCU796
S31	2016	JEEP	JGC	7RWC909
S32	2016	JEEP	JGC	7TAD543
S33	2016	LINCOLN	NAV	GSTSINC
S34	2016	JEEP	JGC	DEALER
S35	2017	JEEP	JGC	7YTZ402
S36	2018	JEEP	JGC	8FNS582
S37	2018	CHEV	1500	15594R2



CHIPPERS: 26

No.	Year	Make	Model	Tag #
C30	2011	VER	1800	SE615974
C31	2011	VER	1800	SE615973
C32	2013	VER	1500	SE639817
C33	2013	VER	1500	SE639819
C34	2013	VER	1500	SE639818
C35	2013	VER	1500	SE639768
C36	2013	VER	1500	SE639763
C37	2013	VER	1500	SE621154
C38	2013	VER	1500	SE639741
C39	2013	VER	1500	SE641223
C40	2013	VER	1500	SE639729
C42	2013	VER	1500	SE641244
C43	2013	VER	1500	SE641480
C44	2013	VER	1500	SE641256
C45	2013	VER	1500	SE642833
C46	2014	VER	1800	SE642895
C47	2015	VER	1800	SE643007
C48	2016	VER	1500	SE646237
C49	2016	VER	1500	SE646236
C50	2016	VER	1500	SE646238
C51	2016	VER	1500	SE646239
C52	2016	VER	1500	SE646240
C53	2016	VER	1500	SE646241
C54	2016	VER	1800	SE646242
C55	2018	VER	1800	DEALER
C56	2018	VER	1800	SE708553
C57	2018	VER	1500	SE703612

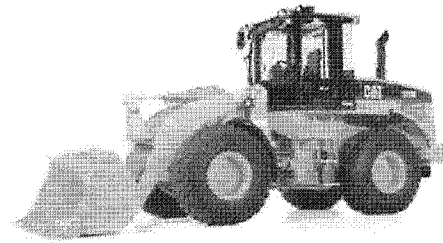


Section 7. EQUIPMENT LIST

No. Year Make Model Tag # Specialty Equipment: 59

ROLLOFFS: 8

R5	1996	VOLV	Roll-Off	8L05021
R7	2013	INTER	Roll-Off	7F89728
R8	2016	FRTLN	Roll-Off	96017D2
BIN1	2013	CONSOL	BIN 6'	NA
BIN2	2015	CONSOL	BIN 4'	NA
BIN3	2015	CONSOL	BIN 4'	NA
BIN4	2015	CONSOL	BIN 4'	NA
BIN5	2015	CONSOL	BIN 4'	NA



STUMP GRINDERS: 7

G06	2006	VER	SC352	NA
G07	2012	VER	SC352	NA
G08	2013	VER	SC802	NA
G09	2014	VER	SC372	NA
G10	2014	VER	SC372	NA
G11	2016	VER	SC55T	NA
G12	2017	VER	SC552	NA



TRACTORS: 7

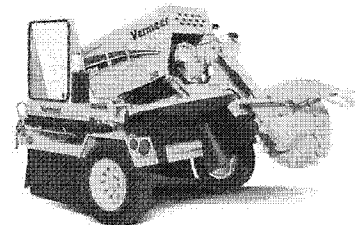
TRAC 8	2003	CAT	928G	NA
TRAC 9	2003	CAT	928G	NA
TRAC 11	2003	CAT	928G	NA
TRAC 12	2005	TOY	7FGCU25	NA
TRAC 13	2014	CASE	21E	NA
TRAC 14	2016	CASE	21E	NA
TRAC 15	2017	CASE	TR270	NA

WATER TRUCK: 1

W01	1985	FORD	700	SE53748
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GATOR TRUCK: 3

G2	2012	JOHN DR	GATOR	NA
G3	2014	JOHN DR	GATOR	NA
G4	2014	JOHN DR	GATOR	NA



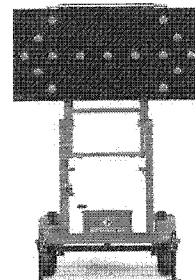
TRAILERS: 17

TR2	1965	BLK CAR	TRAILER	4BC8890
TR5	2000	BIG TEX	TRAILER	4d9580
TR7	2002	CARS	TRAILER	4DL3899
TR8	2003	FLTBED	TRAILER	4JP1262
TR9	2010	BOX TRL	TRAILER	4LF9263
TR10	2011	BUTLER	TRAILER	4LL6089
TR11	2012	N.STAR	TRAILER	SE627166
TR12	2012	RONCO	TRAILER	4ML1114
TR13	2014	BUTLER	TRAILER	4NJ9969
TR14	2015	DV TRL	TRAILER	4NT2415
TR15	2015	DV TRL	TRAILER	4NT2409
TR16	2014	BUTLER	TRAILER	4NL8999
TR17	2013	BIG TEX	TRAILER	4PP6979
TR18	2016	BIG TEX	TRAILER	4PW3183
TR19	2017	BUTTLE	TILT BED	4RE7096
TR20	2017	BIG TEX	FLAT BED	4RE7097
TR21	2017	BUTTLE	TRAILER	4RA9174



ARROW BOARDS: 12

AB6	2010	WNCO		SE627182
AB7	2013	WNCO		SE627178
AB8	2013	WNCO		SE627179
AB9	2013	WNCO		SE627180
AB10	2013	WNCO		SE627181
AB11	2014	WNCO		SE627195
AB12	2014	WNCO		SE627194
AB13	2014	WNCO		SE627196
AB14	2014	WNCO		SE653827
AB15	2014	WNCO		SE653828
AB16	2017	WNCO		SE653829
AB17	2017	WNCO		SE653830



INTRODUCTION

The Federal Migratory Bird Treaty Act (MBTA) makes it unlawful "by any means or manner to pursue, hunt, take, capture (or) kill" any migratory birds except as permitted by regulations issued by the U.S. Fish and Wildlife Service (FWS). The term "take" is defined as "pursue, hunt, shoot, wound, kill, trap, capture or collect" any migratory bird or any part, nest or egg of any bird covered by the conventions, or to attempt those activities. According to the Act, anyone who violates the Act, or its regulations, is guilty of a misdemeanor and subject to fines, jail time or both. Anyone who knowingly takes a migratory bird and intends to sell or barter the bird is guilty of a felony.

NESTING SEASON

The nesting season is generally considered February 1st to August 31st in California, with it's peak from mid-March and late-June, however this can vary from year to year depending on temperatures, rainfall and prey abundance and, although uncommon, birds have been reported to nest in all months of the year in California.

GENERAL GUIDELINES

Crews will always perform a visual inspection of the entire tree and surrounding area. If an active nest is found within 300 feet (passerines) or 500 feet (birds of prey) of a tree site the foreman will delay tree work until it can be determined that the nest is no longer active. If the nest has been determined to be active the tree will be flagged in our inventory system as such and will be removed from the work order and placed on dedicated tree list to be completed at a later time.

TLC WILDLIFE AWARE CERTIFIED

TLC Wildlife Aware is a CA Department of Fish and Wildlife recognized program for tree care professionals that teaches the laws and regulations surrounding the wildlife living in trees. Great Scott Tree Service, Inc. understands the importance of the wildlife within the urban forest and will always provide the City of Long Beach with certified crews. Below is a list of employees who are TLC Wildlife Certified:



Aguilar, Francisco	Ozuna, Isaac
Aranda, Daniel	Padilla, Juan
Arvizu, Enrique	Pavia, Jorge
Escobedo, Jesus	Ramirez, Jesus
Gutierrez, Raudel	Ruelas, Daniel
Gutierrez, Servando	Salinas, Moises
Meza, Jaime	Villalobos, Javier
Ortiz, Jose Luis	

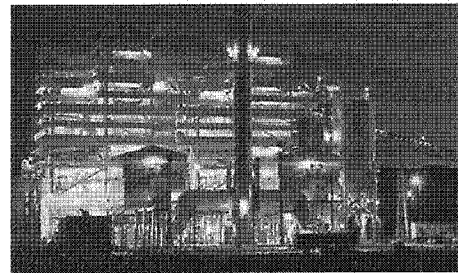


GREEN WASTE RECYCLING - Great Scott Tree Service Inc.'s dedication to being a responsible corporate citizen is demonstrated in its Green Waste Recycling Program. We realize the importance of investing in our future and protecting our resources. Unless specified otherwise, we divert all of our green waste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

In accordance with AB 939 of the California Integrated Waste Management Act GSTS has established a waste management hierarchy to guide implementation, in order of priority: (1) source reduction, (2) recycling and composting, and (3) environmentally safe transformation and land disposal.

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

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



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



SAMPLE RECEIPT

Green Waste Report - USC - Contract (4/2016)

Date	Description	Facility	Tonnage
4/2/2016	Broadleaf	Main Campus	6.69
4/8/2016	Palm	Main Campus	1.5
4/9/2016	Broadleaf	Gardinal Garden Apartments	4.5
4/13/2016	Broadleaf	Associates Park	1.31
4/30/2016	Broadleaf	Off Campus	5.63

TOTAL: 19.63

EXHIBIT "B"



City of Long Beach
 Purchasing Division
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 Long Beach, CA 90802

10. COST

Contractors should use Section 10 in the Cost Proposal. All items should be addressed in the Cost Proposal.

The awarded contractor shall be provided with a copy of the City's Trimming Policy containing the City's trimming schedules. Locations and the Time Line Criteria for each of the areas are identified below. Tree locations, count, and species are ESTIMATES only and may change due to time, weather, tree conditions, and the priorities deemed necessary at the time by the City staff. Enter the price that will be charged for the services listed under each main heading. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

10.1 CITYWIDE UPLAND PARKS TRIMMING

- a. Time Line Criteria:
 - Standard

- b. Locations include but are not limited to the follow:
 - Parks
 - Open Space/Undeveloped
 - Park Construction or renovation sites

10.1.1 HARDWOOD TREE TRIMMING

Full Prune Hardwood Tree

0 - 6" Diameter Standard Height	\$ 29
7" - 12" Diameter Standard Height	\$ 85
13" - 18" Diameter Standard Height	\$ 135
19" - 24" Diameter Standard Height	\$ 175
24" - 30" Diameter Standard Height	\$ 195
31" - 36" Diameter Standard Height	\$ 244
Over 36" Diameter Standard Height	\$ 244

Crown Raised/Clearance Prune Hardwood Tree

0 - 6" Diameter Standard Height	\$ 15
7" - 12" Diameter Standard Height	\$ 25
13" - 18" Diameter Standard Height	\$ 35
19" - 24" Diameter Standard Height	\$ 45
24" - 30" Diameter Standard Height	\$ 55
31" - 36" Diameter Standard Height	\$ 65
Over 36" Diameter Standard Height	\$ 65



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Palm Tree Trimming (Hand Saws Only)

Prune Date Palm (Phoenix spp.)	\$ 75
Clean Trunk for Date Palm (Phoenix spp.)	\$ 45/foot
Prune Fan Palm (Washingtonia spp.)	\$ 50
Clean Trunk for Fan Palm (Washingtonia spp.)	\$ 14/foot
Prune all other Palm Species	\$ 75

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2,565
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10.1.2 ADDITIONAL COSTS

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2,565
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Tree Removal

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH), (stumps included in cost)

	Milled Urban Lumber	Standard Removal
0 - 6" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
7" - 12" DSH	\$ 39/Inch + \$13/Board Foot	\$ 39/Inch
13" - 18" DSH	\$ 39/Inch + \$13/Board Foot	\$ 39/Inch
19" - 24" DSH	\$ 49/Inch + \$13/Board Foot	\$ 49/Inch
24" - 30" DSH	\$ 49/Inch + \$13/Board Foot	\$ 49/Inch
31" - 36" DSH	\$ 59/Inch + \$13/Board Foot	\$ 59/Inch
Over 36" DSH	\$ 59/Inch + \$13/Board Foot	\$ 59/Inch

Stump Grinding per Stump Diameter Inch at Grade (Trees Not Removed by Contractor)

0 - 6" DSH	\$ 6/Inch
7" - 12" DSH	\$ 6/Inch
13" - 18" DSH	\$ 6/Inch
19" - 24" DSH	\$ 6/Inch
24" - 30" DSH	\$ 6/Inch
31" - 36" DSH	\$ 6/Inch
Over 36" DSH	\$ 6/Inch

Tree Planting (Unit Cost Shall Include Tree + Planting + Double Staked with 2" Lodge Poles.

15 Gallon	\$ 175
24-inch box	\$ 395
36-inch box	\$ 995
48-inch box	\$ 2495
Fan Palm per foot BTH (Brown Trunk Height)	\$ 100/foot
Fan Palm 10 - 30 feet BTH	\$ 100/foot

Tree Watering

Watering of young trees, water truck/operator-per day \$ 810

Emergency Services

Fully equipped 3-person crew called in for emergency service:

During Normal Business Hours	\$ 450
After Hours, weekends, &/or holidays	\$ 495
ISA Certified Arborist/per hour	\$ 450



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Payment Terms: Net 30

Prices quoted shall be FOB destination freight prepaid of the City of Long Beach. Prices quoted shall be net, including all shipping and delivery fees. Proposers shall not include Federal excise tax or State retail sales tax in the prices quoted.

10.2 BEACH AREAS TRIMMING

- a. Time Line Criteria: All tree trimming must comply with the California Coastal Commission Permit, which "only" allows for trimming during the non-nesting season of October 1st through December 31st.
- b. Locations include, but are not limited to, the following:
 - Junipero Parking Lot
 - Belmont Plaza and Pier Parking Lot
 - Bayshore Playground
 - Alamitos Park
 - Colorado Lagoon
 - Marine Stadium
 - Marina Park (Mothers Beach)
 - Alamitos Bay Marina (Basins 1, 2, 3, 4, 5, 6 & 7)
 - Bluff Park
 - Bixby Annex
 - Davies Launch Ramp
 - Dennis Williams Greenbelt
 - Marine Stadium Park
 - Naples (La Bella Fontina Fountain, Colonnade, Overlook & Treasure Island Park)
 - Will Rogers Mini Park
 - Bluff slopes (1st – 15th Places)
 - Spinnaker & Elliot
 - Marine Stadium Impound Yard
 - Queensway Bay
 - Grand Prix Route
 - Pike Park
 - Bay Shore Park (Between 2nd St. & Appian Way)
- c. Estimated type and quantities of trees
 - Mexican Fan Palm - 800
 - Eucalyptus - 52
 - Coral - 40
 - Date Palm - 70
 - Ficus – 11



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10.2.1 HARDWOOD TREE TRIMMING

Full Prune Hardwood Tree

0 - 6" Diameter Standard Height	\$ 19
7" - 12" Diameter Standard Height	\$ 79
13" - 18" Diameter Standard Height	\$ 110
19" - 24" Diameter Standard Height	\$ 175
24" - 30" Diameter Standard Height	\$ 195
31" - 36" Diameter Standard Height	\$ 245
Over 36" Diameter Standard Height	\$ 245

Crown Raised/Clearance Prune Hardwood tree

0 - 6" Diameter Standard Height	\$ 15
7" - 12" Diameter Standard Height	\$ 25
13" - 18" Diameter Standard Height	\$ 35
19" - 24" Diameter Standard Height	\$ 45
24" - 30" Diameter Standard Height	\$ 55
31" - 36" Diameter Standard Height	\$ 55
Over 36" Diameter Standard Height	\$ 55

Palm Tree Trimming (hand saws only):

Prune Date Palm (Phoenix spp.)	\$ 95
Clean Trunk for Date Palm (Phoenix spp.)	\$ 45/Foot
Prune Fan Palm (Washingtonia spp.)	\$ 59
Clean Trunk for Fan Palm (Washingtonia spp.)	\$ 14/Foot
Prune all other Palm Species	\$ 59

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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10.2.2 ADDITIONAL COSTS

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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Tree Removal

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH), (stumps included in cost)

	Milled Urban Lumber	Standard Removal
0 - 6" DSH	\$ 9/Inch + \$13/Board Foot	\$ 9/Inch
7" - 12" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
13" - 18" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
19" - 24" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
24" - 30" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
31" - 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
Over 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch

Stump Grinding per Stump Diameter Inch at Grade (Trees Not Removed by Contractor)

0 - 6" DSH	\$ 6/Inch
7" - 12" DSH	\$ 6/Inch
13" - 18" DSH	\$ 6/Inch
19" - 24" DSH	\$ 6/Inch
24" - 30" DSH	\$ 6/Inch
31" - 36" DSH	\$ 6/Inch
Over 36" DSH	\$ 6/Inch



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Tree Planting (Unit Cost Shall Include Tree + Planting + Double Staked with 2" Lodge Poles.

15 Gallon	\$ 175
24-inch box	\$ 395
36-inch box	\$ 795
48-inch box	\$ 1595
Fan Palm per foot BTH (Brown Trunk Height)	\$ 100/Foot
Fan Palm 10 - 30 feet BTH	\$ 100/Foot

Tree Watering

Watering of young trees, water truck/operator-per day \$ 810

Emergency Services

Fully equipped 3-person crew called in for emergency service:

During Normal Business Hours	\$ 450
After Hours, weekends, &/or holidays	\$ 495
ISA Certified Arborist/per hour	\$ 450

Payment Terms: Net 30

Prices quoted shall be FOB destination freight prepaid of the City of Long Beach. Prices quoted shall be net, including all shipping and delivery fees. Proposers shall not include Federal excise tax or State retail sales tax in the prices quoted.

10.3 ALAMITOS BAY MARINA

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

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



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- b. Locations include, but are not limited to the following:
 - Road to Marine Bureau Headquarters
 - Basin 1
 - Oil Dock Road
 - Basin 2
 - Basin 3
 - Basin 4
 - Marina Drive
 - Basin 6
 - Overlook Park

- c. Estimated type and quantities of trees
 - Mexican Fan Palm - 850
 - Date Palm - 51
 - Ficus - 16
 - Eucalyptus - 11

10.3.1 HARDWOOD TREE TRIMMING

Full Prune Hardwood Tree

0 - 6" Diameter Standard Height	\$ 19
7" - 12" Diameter Standard Height	\$ 79
13" - 18" Diameter Standard Height	\$ 110
19" - 24" Diameter Standard Height	\$ 175
24" - 30" Diameter Standard Height	\$ 195
31" - 36" Diameter Standard Height	\$ 245
Over 36" Diameter Standard Height	\$ 245

Crown Raised/Clearance Prune Hardwood tree

0 - 6" Diameter Standard Height	\$ 15
7" - 12" Diameter Standard Height	\$ 25
13" - 18" Diameter Standard Height	\$ 35
19" - 24" Diameter Standard Height	\$ 45
24" - 30" Diameter Standard Height	\$ 55
31" - 36" Diameter Standard Height	\$ 55
Over 36" Diameter Standard Height	\$ 55



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Palm Tree Trimming (Hand Saws Only)

Prune Date Palm (Phoenix spp.)	\$ 95
Clean Trunk for Date Palm (Phoenix spp.)	\$ 45/foot
Prune Fan Palm (Washingtonia spp.)	\$ 59
Clean Trunk for Fan Palm (Washingtonia spp.)	\$ 14/foot
Prune all other Palm Species	\$ 59

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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10.3.2 ADDITIONAL COSTS

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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Tree Removal:

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH), (stumps included in cost)

	Milled Urban Lumber	Standard Removal
0 - 6" DSH	\$ 9/Inch + \$13/Board Foot	\$ 9/Inch
7" - 12" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
13" - 18" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
19" - 24" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
24" - 30" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
31" - 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
Over 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch

Stump Grinding per Stump Diameter Inch at Grade (Trees Not Removed by Contractor)

0 - 6" DSH	\$ 6/Inch
7" - 12" DSH	\$ 6/Inch
13" - 18" DSH	\$ 6/Inch
19" - 24" DSH	\$ 6/Inch
24" - 30" DSH	\$ 6/Inch
31" - 36" DSH	\$ 6/Inch
Over 36" DSH	\$ 6/Inch

Tree Planting (Unit Cost Shall Include Tree + Planting + Double Staked with 2" Lodge Poles.

15 Gallon	\$ 175
24-inch box	\$ 395
36-inch box	\$ 795
48-inch box	\$ 1595
Fan Palm per foot BTH (Brown Trunk Height)	\$ 100/foot
Fan Palm 10 - 30 feet BTH	\$ 100/foot

Tree Watering

Watering of young trees, water truck/operator-per day \$ 810

Emergency Services

Fully equipped 3-person crew called in for emergency service:

During Normal Business Hours	\$ 450
After Hours, weekends, &/or holidays	\$ 495
ISA Certified Arborist/per hour	\$ 450



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Payment Terms: Net 30

Prices quoted shall be FOB destination freight prepaid of the City of Long Beach. Prices quoted shall be net, including all shipping and delivery fees. Proposers shall not include Federal excise tax or State retail sales tax in the prices quoted.

10.4 DOWNTOWN MARINA /QUEENSWAY BAY

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

- a. Time Line Criteria:
 - Mexican fan palms shall not be trimmed between January 15th – September 15th.
 - All other trees shall be trimmed according to the Standard Time Line Criteria.

- b. Locations include but are not limited to the following:
 - Shoreline Village Drive
 - Magnolia Slopes
 - Banana Island
 - Shoreline Slope
 - Rainbow Lagoon
 - Rainbow Harbor
 - Aquarium and parking structure
 - Marina Green Park
 - South Shore Launch Ramp
 - Downtown Marina
 - Shoreline Aquatic Park

- c. Estimated type and quantities of trees
 - Mexican Fan Palm -1, 300
 - Ficus - 60
 - Eucalyptus - 85
 - Queen Palm - 65
 - Fan Palm - 50
 - Corals - 60



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10.4.1 HARDWOOD TREE TRIMMING

Full Prune Hardwood Tree

0 - 6" Diameter Standard Height	\$ 19
7" - 12" Diameter Standard Height	\$ 79
13" - 18" Diameter Standard Height	\$ 110
19" - 24" Diameter Standard Height	\$ 175
24" - 30" Diameter Standard Height	\$ 175
31" - 36" Diameter Standard Height	\$ 175
Over 36" Diameter Standard Height	\$ 175

Crown Raised/Clearance Prune Hardwood tree

0 - 6" Diameter Standard Height	\$ 15
7" - 12" Diameter Standard Height	\$ 25
13" - 18" Diameter Standard Height	\$ 35
19" - 24" Diameter Standard Height	\$ 45
24" - 30" Diameter Standard Height	\$ 55
31" - 36" Diameter Standard Height	\$ 55
Over 36" Diameter Standard Height	\$ 55

Palm Tree Trimming (Hand Saws Only)

Prune Date Palm (Phoenix spp.)	\$ 95
Clean Trunk for Date Palm (Phoenix spp.)	\$ 45/foot
Prune Fan Palm (Washingtonia spp.)	\$ 59
Clean Trunk for Fan Palm (Washingtonia spp.)	\$ 14/foot
Prune all other Palm Species	\$ 59

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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10.4.2 ADDITIONAL COSTS

General Labor Rates

Hourly rate for 1 Ground Person	\$ 95
Hourly rate for 1 Equipment Operator	\$ 115
Hourly rate for 1 Trimmer	\$ 110

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 2565
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Tree Removal:

Tree and Stump Removal per Inch Trunk Diameter at Standard Height (DSH), (Stumps Included in Cost)

	Milled Urban Lumber	Standard Removal
0 - 6" DSH	\$ 9/Inch + \$13/Board Foot	\$ 9/Inch
7" - 12" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
13" - 18" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
19" - 24" DSH	\$ 19/Inch + \$13/Board Foot	\$ 19/Inch
24" - 30" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
31" - 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch
Over 36" DSH	\$ 29/Inch + \$13/Board Foot	\$ 29/Inch

Stump Grinding per Stump Diameter Inch at Grade (Trees Not Removed by Contractor)

0 - 6" DSH	\$ 6/Inch
7" - 12" DSH	\$ 6/Inch
13" - 18" DSH	\$ 6/Inch
19" - 24" DSH	\$ 6/Inch
24" - 30" DSH	\$ 6/Inch
31" - 36" DSH	\$ 6/Inch
Over 36" DSH	\$ 6/Inch



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Tree Planting (Unit Cost Shall Include Tree + Planting + Double Staked with 2" Lodge Poles

15 Gallon	\$ 175
24-inch box	\$ 395
36-inch box	\$ 795
48-inch box	\$ 1595
Fan Palm per foot BTH (Brown Trunk Height)	\$ 100/foot
Fan Palm 10 - 30 feet BTH	\$ 100/foot

Tree Watering

Watering of young trees, water truck/operator-per day \$ 810

Emergency Services

Fully equipped 3-person crew called in for emergency service:

During Normal Business Hours	\$ 450
After Hours, weekends, &/or holidays	\$ 495
ISA Certified Arborist/per hour	\$ 450

Payment Terms: Net 30

Prices quoted shall be FOB destination freight prepaid of the City of Long Beach. Prices quoted shall be net, including all shipping and delivery fees. Proposers shall not include Federal excise tax or State retail sales tax in the prices quoted.

EXHIBIT “C”

City’s Representative(s):

Kelly Parkins, Park Superintendent

(562) 570-4895

and

Cory Forrester, Superintendent of Beach
Maintenance

(562) 570-8918

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Contractor’s Key Employee(s):

Kirk Hinshaw

EXHIBIT “F”

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
 200 Oceangate, Suite 1000
 Long Beach, CA 90802-4302
 (562) 590-5071

Page 1 of 5
 February 11, 2009
 Permit No. 5-08-187



COASTAL DEVELOPMENT PERMIT

5-08-187

On **February 4, 2009**, the California Coastal Commission granted to **City of Long Beach** Coastal Development Permit **5-08-187**, subject to the attached Standard and Special Conditions, for development consisting of:

Conduct annual and emergency tree trimming activities consistent with the City of Long Beach Tree Trimming and Tree Removal Policy (See Special Condition One). More specifically described in the application file in the Commission offices.

The development is within the coastal zone at: **Downtown Shoreline, Alamitos Bay Marina, Marine Stadium, Colorado Lagoon, and other state tidelands and beaches within the City of Long Beach, Los Angeles County.**

Issued on behalf of the California Coastal Commission on February 11, 2009.

PETER DOUGLAS
 Executive Director

By: Charles R. Posner
 Title: Coastal Program Analyst

ACKNOWLEDGMENT

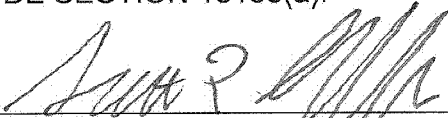
The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

May 26, 2020

Date


 Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.

COASTAL DEVELOPMENT PERMIT

5-08-187

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STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS

1. Tree Trimming and Tree Removal Policy

Coastal Development Permit 5-08-187 approves annual and emergency tree trimming activities consistent with the following policy:

The purpose of this policy is to ensure the protection of bird nesting habitat protected by the Migratory Bird Treaty Act and the long-term protection of breeding, roosting, and nesting habitat of state and federally listed bird species, California bird species of special concern, and bird species that play an especially valuable role in the ecosystem. The City of Long Beach Department of Parks, Recreation and Marine is obligated to trim trees within the marine environment for the safety of the public and the protection of property. The trimming or removal of any tree that has been used for breeding and nesting within the past five years, determined by a qualified biologist, shall be undertaken in compliance with all applicable codes or regulations of the California Department of Fish and Game, the U.S. Fish and Wildlife Service and the U.S. Migratory Bird Treaty Act, and shall be conducted under the parameters described below.

Tree trimming or tree removal shall be prohibited during the breeding and nesting season of the bird species referenced above (January through September) unless the City of Long Beach Department of Parks, Recreation and Marine, in consultation with a qualified arborist, determines that a tree causes danger to public health and safety. A health and safety danger exists if a tree or branch is

COASTAL DEVELOPMENT PERMIT

5-08-187

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dead, diseased, dying, or injured and said tree or branch is in imminent danger of collapse or breaking away. The City shall be proactive in identifying and addressing diseased, dying or injured trees as soon as possible in order to avoid habitat disturbances during the nesting season. Trees or branches with a nest that has been active anytime within the last five years shall not be removed or disturbed unless a health and safety danger exists.

The removal of any breeding and nesting tree shall require mitigation at a 1:1 ratio. A tree replacement planting plan for each tree replacement shall be developed to specify replacement tree location, tree type, tree size (no less than 36" box size), planting specifications, and a five-year monitoring program with specific performance standards. An annual monitoring report for tree replacement shall be submitted for the review and approval of the Executive Director of the Coastal Commission, the Director of the Parks, Recreation and Marine, and a representative of the Audubon Society. The Department of Parks, Recreation and Marine shall maintain the annual reports on file as public information and to be used for future tree trimming and removal decisions.

A. Tree Trimming During Non-Breeding and Non-Nesting Season (October through December)

1. Prior to tree trimming or removal, a qualified biologist or ornithologist shall survey the trees to be trimmed or removed to detect nests and submit a survey report to the City of Long Beach Department of Parks, Recreation and Marine, a representative of the Audubon Society, and the Executive Director of the Coastal Commission. The survey report shall include identification of all trees with nests. The Department of Parks, Recreation and Marine shall maintain a database of survey reports that includes a record of nesting trees that is available as public information and to be used for future tree trimming and removal decisions.

2. Any trimming of trees with nests shall be supervised by a qualified biologist or ornithologist and a qualified arborist to ensure that adequate nest support and foliage coverage is maintained in the tree, to the maximum extent feasible, in order to preserve the nesting habitat. Trimming of any nesting trees shall occur in such a way that the support structure of existing nests will not be trimmed and existing nests will be preserved, unless the Department of Parks, Recreation and Marine, in consultation with a qualified arborist, determines that such trimming is necessary to protect the health and safety of the public. The amount of trimming at any one time shall be limited to preserve the suitability of the nesting tree for breeding and/or nesting habitat.

Trees or branches with a nest that has been active anytime within the last five years shall not be removed or disturbed unless a health and safety danger exists.

3. Trimming may not proceed if a nest is found and evidence of courtship or nesting behavior is observed at the site. In the event that any birds continue to occupy trees during the non-nesting season, trimming shall not take place until a qualified biologist or ornithologist has assessed the site,

COASTAL DEVELOPMENT PERMIT

5-08-187

Page 4 of 5

determined that courtship behavior has ceased, and given approval to proceed within 300 feet of any occupied tree.

- B. Tree Trimming or Removal During Breeding and Nesting Season (January through September). If tree trimming or removal activities cannot feasibly avoid the breeding season because a health and safety danger exists, the following guidelines must be followed:

1. A qualified biologist or ornithologist shall conduct surveys and submit a report at least one week prior to the trimming or removal of a tree (only if it is posing a health or safety danger) to detect any breeding or nesting behavior in or within 300 feet of the work area. A tree trimming and/or removal plan shall be prepared by an arborist in consultation with the qualified biologist or ornithologist and a representative of the Audubon Society. The survey report and tree trimming and/or removal plan shall be submitted for the review and approval of the Executive Director of the Coastal Commission, the Department of Fish and Game, the U.S. Fish and Wildlife Service, and the Director of the Parks, Recreation and Marine. The Department of Parks, Recreation and Marine shall maintain the plans on file as public information and to be used for future tree trimming and removal decisions. The plan shall incorporate the following:

- a. A description of how work will occur.
- b. Work must be performed using non-mechanized hand tools to the maximum extent feasible.
- c. Limits of tree trimming and/or removal shall be established in the field with flagging and stakes or construction fencing.
- d. Steps shall be taken to ensure that tree trimming will be the minimum necessary to address the health and safety danger while avoiding or minimizing impacts to breeding and nesting birds and their habitat.

2. Prior to commencement of tree trimming and/or removal the City of Long Beach Department of Parks, Recreation and Marine shall notify in writing the Executive Director of the Coastal Commission, the Department of Fish and Game, and the U.S. Fish and Wildlife Service of the intent to commence tree trimming or removal.

All tree trimming and tree removal shall be conducted in strict compliance with this policy. All trimmings must be removed from the site at the end of the business day and disposed of at an appropriate location. Any proposed change or deviation from the approved policy must be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is required.

2. Resource Agencies

The permittee shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with

COASTAL DEVELOPMENT PERMIT

5-08-187

Page 5 of 5

respect to preservation and protection of water quality and marine environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

EXHIBIT "G"



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th Floor, Long Beach, California 90802
p 562.570.6200

December 05, 2019

**NOTICE TO PROPOSERS
ADDENDUM NO. 1: REVISIONS**

**RFP No. PR19-126
Tree Trimming Services for Parks, Beach, Marina, and Open Space Areas**

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

The City would like to provide the following changes:

- Section 4.2 RFP Timeline has been updated with:
 - Mandatory pre-proposal meeting: 12/16/19 at 3:30pm
 - Deadline for submitting questions: 12/19/19 by 11:00am
 - Answers to all questions submitted available: 01/09/19 by 11:00am
 - Deadline for submission of proposals: 01/16/19 by 11:00am
 - Evaluation period: 01/16/20 to 01/31/20
 - Selection of Contractor: February 2020

- A mandatory pre-proposal meeting is scheduled for **12/16/19 at 3:30pm at Department of Parks, Recreation, and Marine, 2760 N Studebaker Road, Long Beach, CA 90815.** The purpose of this conference is to provide information and answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available. Public parking is available.

ATTENDANCE IS MANDATORY IN ORDER TO SUBMIT A PROPOSAL.

Addendum #1 – RFP No. PR19-126

PREPARED BY: Tommy Ryan, Buyer I

ACKNOWLEDGED BY: Great Scott Tree Service, Inc.
Company Name

Brenton Beller _____
Print Name

Contract Administrator _____
Title


Signature

1-16-2020
Date



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th Floor, Long Beach, California 90802
p 562.570.6200

January 13, 2020

**NOTICE TO PROPOSERS
ADDENDUM NO. 2: Q & A**

**RFP No. PR19-126
Tree Trimming Services for Parks, Beach, Marina, and Open Space Areas**

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

The City would like to provide the following changes:

- Section 4.2 RFP Timeline has been updated with:
"Deadline for submission of proposals...01/20/20 by 11:00 AM"

The questions and answers are as follows:

1. Q: Who is the current incumbent for this contract? What is the monthly cost?
A: A Public Records Request can be submitted to the City Clerk to view current documents at <http://longbeach.gov/cityclerk/> in the "Public Records Request" section under the "Services and Forms" tab. Requests should be submitted with "Parks, Recreation, and Marine" as the service area and "Contracts / Leases" as the type requested. The current Contractor is Great Scott Tree Service Inc.
2. Q: May I have previous project bid details?
A: Please see Answer to Question 1.
3. Q: Who is the current Contractor and what is the current Contractor's line item pricing?
A: Please see Answer to Question 1.

Addendum #2 – RFP No. PR19-126

4. Q: What is the name of the current tree inventory program the City is using? Can the Contractor use the same program?

A: TrimIt. A shape file can be provided.

5. Q: Please clarify that the City wants to redo the inventory of all City trees.

A: The City desires to have a complete inventory of the all of the park sites. Currently, there are parks that are not inventoried; however, it is estimated that 90% of the trees in the City parks are inventoried.

6. Q: The pricing list does not show a separate line item pricing for doing tree inventory cost. Where should this be reflected?

A: The costs should be covered in the prices in the cost proposal. See Section 7.9.1.

7. Q: What is the total tree count that the City has based on its inventory program?

A: See Answer to Question 15.

8. Q: Are center medians and/or street trees part of the contract? If so, are street closures to be done by CALTRANS standards?

A: Center medians and street trees are not part of this contract. For street closures, please see Section 7.8A. Note that the City will not accept additional costs and mark ups i.e. the cost proposals should include costs for street closures, mobilization, etc.

9. Q: Is it possible for multiple Contractors to be awarded separate line items?

A: The City prefers to award to a single Contractor, but may award to multiple Contractors if it is in the best interest of the City.

10. Q: Is it possible to park trucks at a City facility?

A: No.

11. Q: Are the MTA trees part of this contract?

A: No. See Answer to Question 8.

12. Q: What is the start date of the contract?

A: It is estimated that this contract will begin on approximately 04/01/20.

Addendum #2 – RFP No. PR19-126

13. Q: Are price increases allowed?

A: Price increases are not allowed on the initial two-year base term. Price increases may occur at time of renewal if accepted by the City. Price increases shall not exceed the most recent Consumer Price Index (CPI).

14. Q: Is there a warranty for planting?

A: Vendors should offer their standard warranty program. This should be specified in the narrative.

15. Q: What is the approximate number of trees? Does the City have the GIS we can use?

A: There are approximately 31,000 in the Upland Parks area. The number for the Tidelands area is approximately 5,374.

16. Q: Can you clarify that the City wants the re-inventory within the first 90 days?

A: Yes. The City will provide the current inventory. It is estimated that 90% of the inventory is already completed.

17. Q: Is there a preferred biologist that Contractors should use?

A: Contractors may propose however they wish, i.e. Contractors can propose to use a biologist firm or use their own staff if they meet the requirements.

18. Q: An organization for Center for Compliance is contacting vendors interested in your tree trimming bid saying that they will be doing labor compliance. Is the City aware of this and are they approved by you to do so?

A: The City is committed to prevailing wage monitoring and reporting. The City's Labor Compliance Division is aware of this procurement opportunity, and one of the City's Labor Compliance consultants will provide labor compliance monitoring services for the awarded contract(s), and will work with the awarded Contractor(s) on behalf of the City to ensure compliance with prevailing wage. See Sections 13.27 – 13.29 of the RFP document for further prevailing wage, Department of Industrial Relations (DIR), etc. requirements.

19. Q: Do you have any specifications or requirements for the Bird Surveys that need to be done before the start of each job/area? In the past, this was done by a biologist at \$600/survey and they were only valid for one week. What happens if a job is to run multiple weeks?

A: Vendors should meet federal and state standards. When the survey expires, but the work is continuing, a new survey needs to be completed.

Addendum #2 – RFP No. PR19-126

20. Q: Can you confirm that there will be allowance for CPI adjustment during to option year periods?

A: See Answer to Question 13.

21. Q: Can you please identify which areas will have to be pruned under the oversight of the Coastal Commission & Subject to their restrictions for Pruning & Access?

A: Tidelands, Marinas, and Queensway Bay.

22. Q: Will the Contractor need to continue to coordinate with all the Boat Owners in the Marinas & Basin areas that have trees overhanging boats?

A: The Contractor will need to inform the City Representative (CR) of intended dates to trim two weeks prior to trimming, and post "No Parking" signs a minimum of 72 hours in advance. The CR will work with the Marina agencies to notify the boat owners via e-mail and facilities postings.

23. Q: What kind of notice will the Contractor be required to provide before starting work at the Aquarium?

A: The Contractor needs to give the CR an intent to trim notice 2 weeks in advance, so the CR can notify the Aquarium that they need to move their endangered species birds.

24. Q: I see inventory counts in the RFP request for every area except parks. Do they have an anticipated work amount for parks?

A: See Answer to Question 5.

25. Q: Is it fair to say that even with an April tentative award, the majority of this work will need to take place in the fall of 2020?

A: There is a year-round need in the Uplands Parks Area. The majority of the work in Tidelands will be between October 1st and December 31st.

26. Q: How much work historically has been needed to be surveyed by a qualified biologist? What is the City's idea on the need for a biologist and is it possible to add this as a line item for when needed?

A: Work during nesting season needs a qualified biologist. The Uplands Parks area has a need for biologist surveys from approximately Jan 15th to August 31st. The Tidelands area will need the Biologist surveys done from approximately September 15th to December 31st.

Addendum #2 – RFP No. PR19-126

27. Q: Under specifications section 7.1.B – please define “managed” by a certified arborist or Treeworker. Does the City require the Arborist or Treeworker to be present at all times during work, or as requested?

A: ISA standard trimming guidelines are met by line staff on all work. It assumes there is a standard of training and that staff oversees the quality of work.

28. Q: Will the whole area listed on the pricing be pruned? For example, for the beach areas, will the unit price apply to all trees or will the City pick and choose trees they want done?:

- Estimated type and quantities of trees
- Mexican Fan Palm - 800
- Eucalyptus - 52
- Coral - 40
- Date Palm - 70
- Ficus – 11

A: It is not expected that 100% of the inventory will be pruned.

29. Q: How much planting has historically been done under this contract?

A: No planting has occurred in the Uplands Parks area, but more planting is expected in the coming years to replace what is dying. The City estimates approximately 100 trees will need to be planted in the Uplands Parks in the first year of the contract, but this is not guaranteed. This City estimates 12 trees per year are planted in the Tidelands area.

30. Q: Can we see previous contract prices?

A: A Public Records Request can be submitted to the City Clerk to view current documents at <http://longbeach.gov/cityclerk/> in the “Public Records Request” section under the “Services and Forms” tab. Requests should be submitted with “Parks, Recreation, and Marine” as the service area and “Contracts / Leases” as the type requested. The current Contractor is Great Scott Tree Service Inc.

31. Q: Confirm palms are pruned annually – not more or less frequently?

A: Yes, annually.

32. Q: Approximately what percentage of palm trees have been historically required to have the specified 3' skinning done under previous contract?

A: 100%.

33. Q: Section 7.1.C states trees over 20 feet need to be laced – are trees under 20' not included in this contract?

A: All trees in the Uplands Parks and Tidelands areas are included in this contract.

Addendum #2 – RFP No. PR19-126

34. Q: What is the overall budget for this contract? If not available, what were expenditures under last year for this contract? If new/different contract, how much was spent specifically on tree maintenance in each of the 4 areas (Parks, Beach, Marinas, Queensway)

A: Not available.

35. Q: Will the City provide GIS inventory data for all areas?

A: The City can supply a shape file for the Uplands Parks area, and will provide any inventory data it has for the Tidelands area.

36. Q: How many total trees are estimated to be inventoried within the allotted time frame?

A: See Answer to Question 15.

37. Q: What is the length of time required for the warranty on tree plantings?

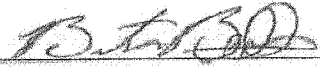
A: See Answer to Question 14.

PREPARED BY: Tommy Ryan, Buyer II

ACKNOWLEDGED BY: Great Scott Tree Service, Inc.
Company Name

Brenton Beller_____
Print Name

Contract Administrator_____
Title


Signature

1-16-2020
Date

Executed in Duplicate

Premium is for contract term and is subject to adjustment based on final contract price

Performance Bond
No. 4437716
Premium: \$6,640.00

**PERFORMANCE BOND
(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to **GREAT SCOTT TREE SERVICE, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Tree Trimming Services for Parks, Beach, Marina, and Open Space Areas, as described in Request for Proposals No. PR19-126.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and **Markel Insurance Company**, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Nine Hundred Seventy Thousand Twenty Five Dollars (\$970,025)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 29th day of May, 2020.

Markel Insurance Company
Surety Name
By: [Signature]
Signature
Name: Christina Mountz
Printed Name
Title: Attorney-in-Fact
Address: 4521 Highwoods Pkwy Glen Allen, VA 23060
Telephone: 360-356-7762

Attorney-in-Fact

Signature

GREAT SCOTT TREE SERVICE, INC., a California corporation
By: [Signature]
Signature
Name: Scott P. Griffin
Printed Name
Title: President
By: [Signature]
Signature
Name: Scott P. Griffin
Printed Name
Title: President

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

June 16, 2020

June 17, 2020

Approved as to form.
CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency.
CITY OF LONG BEACH, a municipal corporation
By: [Signature]
City Manager/City Engineer

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

- NOTE:
1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On June 4, 2020 before me, Brenton Beller, Notary Public
Date Here Insert Name and Title of the Officer

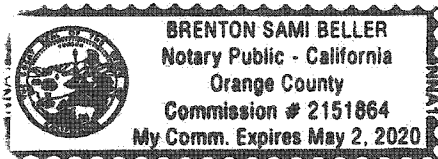
personally appeared Scott P. Griffiths
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

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: Performance Bond

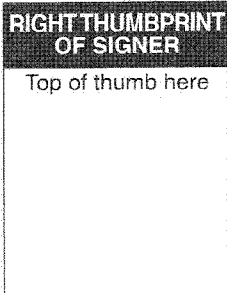
Document Date: May 29, 2020 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

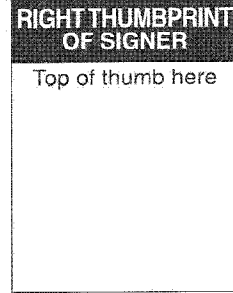
- Individual
- Corporate Officer — Title(s): President & Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



May 22, 2020

RE: Notary: Brenton Sami Beller
Bond and/or Policy No.: 41745539
Expiration Date: May 2, 2020

To whom it may concern,

The letter is to notify you that Merchants Bonding Company (Mutual) has agreed to extend the Original Expiration Date of the above referenced bond and/or policy an additional 60 days to **July 6, 2020** in accordance with California Governor Newsome's Executive Order N-63-20 signed May 8, 2020 ("Executive Order"). Consistent with the Executive Order each notarial act completed during the extension period should be annotated with the following: "The notary commission extended pursuant to Executive Order N-63-20."

Respectfully,

James A. Holter
Vice President, Commercial Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino

SS.

On May 29, 2020

before me,

Amanda Castillo, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Christina Mountz

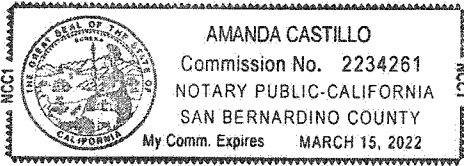
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Amanda Castillo
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: _____

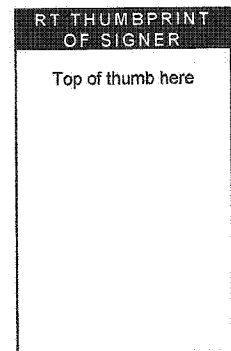
Document Date: _____ Number of Pages: _____

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: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 07500
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Markel Insurance Company

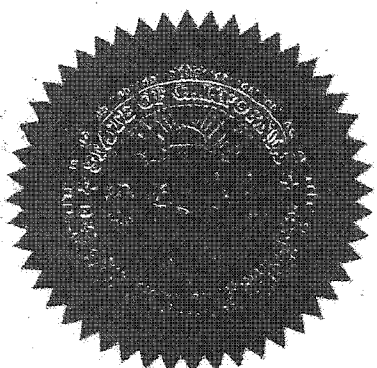
of Deerfield, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th day of January, 2002, I have hereunto set my hand and caused my official seal to be affixed this 16th day of January, 2002



By

HARRY W. LOW
Insurance Commissioner

Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Markel Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Melissa D. Schwartz

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

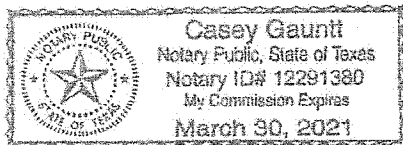
In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 3rd day of July, 2019.

Commonwealth of Virginia
Henrico County

MARKEL INSURANCE COMPANY

By: [Signature]
Robin Russo, Senior Vice President

On this 3rd day of July, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, that he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: [Signature]
Casey Gaunt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 29th day of May, 2020

By: [Signature]
Richard R. Grinnan,
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510028
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Payment Bond
No. 4437716

**PAYMENT BOND
(Labor and Material Bond)**

Premium included in charge
for Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to GREAT SCOTT TREE SERVICE, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Tree Trimming Services for Parks, Beach, Marina, and Open Space Areas, as described in Request for Proposals No. PR19-126.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Markel Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Nine Hundred Seventy Thousand Twenty Five Dollars (\$970,025) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 29th day of May, 2020.

Market Insurance Company
By: [Signature]
Name: Christina Mounitz
Title: Attorney-in-Fact
Address: 4521 Highwoods Pkwy Glen Allen, VA 23060
Telephone: 360-356-7762

Attorney-in-Fact

Signature

GREAT SCOTT TREE SERVICE, INC., a California corporation
By: [Signature]
Name: Scott P. Griffith
Title: President
By: [Signature]
Name: Scott P. Griffith
Title: Secretary

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

JUNE 16, 2020

June 17, 2020

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation
By: Rebecca G. Garner
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On June 4, 2020
Date

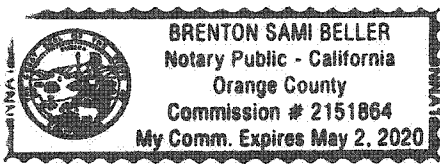
before me,

Brenton Beller, Notary Public

Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

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: Payment Bond

Document Date: May 29, 2020

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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: _____



May 22, 2020

RE: Notary: Brenton Sami Beller
Bond and/or Policy No.: 41745539
Expiration Date: May 2, 2020

To whom it may concern,

The letter is to notify you that Merchants Bonding Company (Mutual) has agreed to extend the Original Expiration Date of the above referenced bond and/or policy an additional 60 days to **July 6, 2020** in accordance with California Governor Newsome's Executive Order N-63-20 signed May 8, 2020 ("Executive Order"). Consistent with the Executive Order each notarial act completed during the extension period should be annotated with the following: "The notary commission extended pursuant to Executive Order N-63-20."

Respectfully,

James A. Holter
Vice President, Commercial Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino

)
ss.

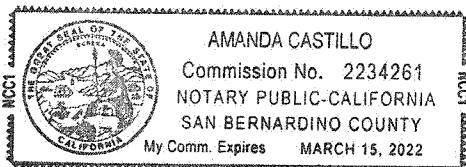
On May 29, 2020 before me, Amanda Castillo, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Amanda Castillo
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.

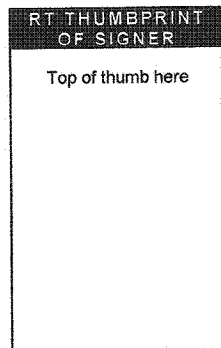
Description of Attached Document

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: _____

STATE OF CALIFORNIA
 DEPARTMENT OF INSURANCE № 07500
 SAN FRANCISCO

Amended
 Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Markel Insurance Company

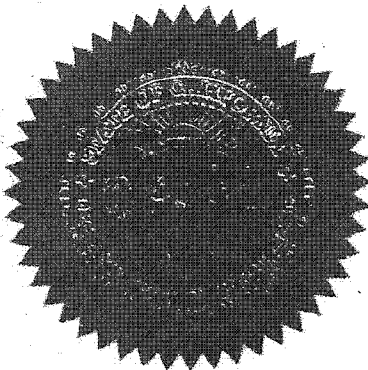
of Deerfield, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th day of January, 2002, I have hereunto set my hand and caused my official seal to be affixed this 16th day of January, 2002



By

Harry W. Low
 Insurance Commissioner

Victoria S. Sidbury
 Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Melissa D. Schwartz

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

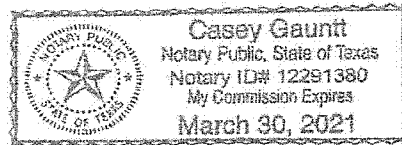
In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 3rd day of July, 2019.

Commonwealth of Virginia
Henrico County

MARKEL INSURANCE COMPANY

By: [Signature]
Robin Russo, Senior Vice President

On this 3rd day of July, 2019, before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, that he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: [Signature]
Casey Gauntt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 29th day of May, 2020.

By: [Signature]
Richard R. Grinnan,
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity, 510028
For verification of the authority of this Power you may call (713) 512-0800 on any business day between 8:30 AM and 5:00 PM CST.