

BID NUMBER PA-03010

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



INVITATION TO BID

Tree Trimming Services

CONTRACT NO. 31906

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: LA HABRA, CALIFORNIA ON THE 9th DAY OF AUGUST, 20 10.
CITY STATE MONTH

COMPANY NAME: UNITED PACIFIC SERVICES, INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 120 E. La Habra Blvd., CITY: La Habra STATE: CA ZIP: 90631-2310
STE 107

PHONE: (562) 691-4600 x225 FAX: (562) 691-8839

SI [Signature] President
(SIGNATURE) (TITLE)

Gus K. Franklin GUS@UNITEDPAC.COM
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Executive Vice President
(SIGNATURE) (TITLE)

Eric L. Franklin ERIC@UNITEDPAC.COM
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

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

THE CITY OF LONG BEACH
BY [Signature] 11/22/10
Director of Financial Management Date

APPROVED AS TO FORM 11-17, 2010.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

BID NUMBER PA-03010

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes

No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

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

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

Company Name: NONE

Address: _____

Commodity/Service Provided: N/A

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: AUGUST 10, 2010
TIME: 11:00 am

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
REGINA BENAVIDES 562-570-6164
BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
REGINA BENAVIDES 562-570-6164
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

After the Purchasing Division has analyzed the Bids, the name of the **apparent** low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

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

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

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

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

CONTRACT – SPECIAL CONDITIONS

CONTRACT PERIOD

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

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

SCOPE OF WORK

The Work to be done hereunder consists primarily of trimming trees in Beach Areas, the Alamitos Bay Marina, and various parks in the City of Long Beach, as indicated on attached Exhibit A.

QUALIFICATIONS OF BIDDERS

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

BONDS

BID BOND

A ten percent (10%) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with the bond instructions. The Bid Bond shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, 7th Floor, Long Beach, California 90802 or on bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within 10 days after such contract is tendered to it.

CONTRACT – SPECIAL CONDITIONS

BONDS (Continued)

BID BOND (Continued)

If the bidder to whom the Contract is awarded fails or neglects to sign the contract with the City, including the filing of any required bonds and Insurance documents within 10 days after the Contract is tendered to it for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

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

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

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

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

FAITHFUL PERFORMANCE BOND

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802. The amount of the bond shall be (Contractor shall complete) \$ 600,000.00 (which is 100% of the Contract amount) and shall be submitted within 10 calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

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

CONTRACT – SPECIAL CONDITIONS

PURCHASE ORDER (PO)/AUTHORIZED PERSONNEL

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

REFERENCES AND QUALIFICATION REQUIREMENT

Bidder must present evidence indicative of its ability to provide and sustain the specified tree trimming services to the satisfaction of the City. Failure to include any of the following information as requested below may cause the bid to be rejected if the City has no prior experience with bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five current customers, including company names, street address, telephone number and contact person, for whom the bidder has provided similar services. The City intends to contact these customers to determine reliability, bidder's performance, service, and other information.
2. **General Business Statement:** A statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of two consecutive years of recent experience in the provision of the specified tree trimming services for similar size areas with similar levels as those required for this Contract. Bidder shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Financial Statement:** Most recent and complete financial statement of bidder's current assets, liabilities, and net worth.
4. **Work History:** In addition to client references, list all contracts cancelled or not renewed within the last three years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone number in each instance where the contract was cancelled.
5. **Proof of Insurability:** A letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions and Amendments hereof) will be available at the time of award of the Contract. Letter of intent from insurance brokers will not be considered acceptable substitutes.
6. **Employees and Subcontractors:** Specify the number of current full-time and part-time employees and subcontractors.

CONTRACT – SPECIAL CONDITIONS

REQUIREMENTS FOR SUPPLEMENTAL INFORMATION

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

AMENDMENTS TO INCREASE EXPENDITURES

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

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

CONTRACT – SUPPLEMENTAL CONDITIONS

BASIS OF AWARD OF CONTRACT

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

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

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

BID ANALYSIS

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

RIGHT TO REJECT BID

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

LICENSE

The undersigned hereby declares that he/she is a Contractor and has been in business for 11 years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits.

California's Contractor's License No.: 790590 Expires 01/31/11 Classification C27 & C61/D49

Long Beach Business License No.: BU20112680 (Required upon notification of award)

EXAMINATION OF SITE AND WORK

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

CONTRACT – SUPPLEMENTAL CONDITIONS

SUBCONTRACTORS (NO SUBCONTRACTORS)

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

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

INTERPRETATION OF PLANS AND SPECIFICATIONS

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

PROTECTION OF WORK AND MATERIALS

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

TIME OF COMPLETION

The Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City, and shall complete all work according to "APPENDIX A, TREE TRIMMING LOCATIONS AND TIME LINE OF CRITERIA" herein.

PRE-BID CONFERENCE

In lieu of a pre-bid conference, the Purchasing Division will accept questions and/or comments in writing. For questions regarding this contract, **submit all inquiries via email to Regina.Benavides@longbeach.gov by 07/22/10 at 4:30 p.m.** Responses to questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than 07/29/10 at 4:30 p.m. All bidders are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

CONTRACT – SUPPLEMENTAL CONDITIONS

WORK CONFERENCE

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

PREVAILING WAGES

In accordance with California Labor Code section 1720 et seq., the Work to be done hereunder is considered to be “public work,” and prevailing wages shall apply. Please refer to Section 10 of the “INSTRUCTIONS TO BIDDERS.”

DAMAGE

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

PROTECTION OF EXISTING IMPROVEMENTS

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

The Contractor’s vehicles shall utilize routes designated by the City. No vehicles may be driven on turf areas without the approval of the City. In Queensway Bay (Location 3), no vehicles may be driven on pavers and other hardscapes without the approval of the City.

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

CONTRACT – SUPPLEMENTAL CONDITIONS

ENVIRONMENTAL REQUIREMENTS

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

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

The Contractor shall immediately inform the City of any investigation, citation, or legal action by any state or federal agency related to the Contractor's obligations under this Contract, and shall defend, indemnify, and hold harmless the City, its officials, and employees harmless from any loss, claim, demand, damage, liability, cause of action, proceeding, cost and expense (including Attorney's fees) including but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation, or rule.

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

1. The Contractor must conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
 - a. Appurtenances must be cleaned by a method or methods that do not result in runoff going into any body of water, gutter, or storm drain. Only potable water may flow into any body of water, gutter, or storm drain.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other material or substance may be washed, swept, or blown into the ocean, street, or storm drain.
 - d. All liquids, including but not limited to rinse water, cleaning agents and pesticides, and their containers, must be properly disposed of in compliance with all laws, rules, and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain, or paved surface where it could be carried to the storm drain system or to a body of water.
2. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.

CONTRACT – SUPPLEMENTAL CONDITIONS

NOISE CONTROL

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

DISTURBANCE OF NESTING BIRDS

The Contractor shall be mindful of the nesting seasons of birds when scheduling tree-trimming operations. The Contractor shall consult with the designated City representative(s) before initiating tree trimming operations in areas where there is reasonable possibility that active nesting is occurring. The City reserves the right to require the Contractor to reschedule tree-trimming operations if active nesting is occurring. Known nesting periods have been identified in "EXHIBIT A, TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA."

REFUSE DISPOSAL

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

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

ESTIMATED QUANTITIES

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

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

CONTRACT – SUPPLEMENTAL CONDITIONS

ADDITIONAL WORK – URGENT TREE TRIMMING AND TREE REMOVAL SERVICES

The City may, at its discretion, authorize the Contractor to perform additional work, specifically urgent tree trimming and tree removal, when the need for such work arises. For urgent tree trimming services, the Contractor shall complete additional work within 48 hours after the City's request, unless the City specifies that a longer response time is acceptable. The number of trees to be trimmed may range from a single tree to several dozen trees. The actual number of trees, the location of the trees, and the species of trees cannot be anticipated. The bidder must not rely on receiving a request from the City for additional work in preparing and submitting a bid.

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

- a. For authorized additional work, the Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that the Contractor's estimate for the additional work is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
- b. For authorized work designated as "additional work," payment shall be based on the Contractor's estimate for such work. The City shall authorize such work based upon the Contractor's estimate and thereafter Contractor shall submit an invoice to the City, in all respects satisfactory to the City, which shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of the Contractor's estimate for such work. In the event that the City does not authorize such work, the City reserves the right to perform such work with City forces or to contract with a third party for such work.

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

INDEMNITY

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

CONTRACT – SUPPLEMENTAL CONDITIONS

INDEMNITY (Continued)

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

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

REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of bids, and prior to any consideration of award, the apparent lowest responsible bidder will be required to provide supplemental information to be used to 1) evaluate the bidder's ability to fulfill the terms of the Contract, and 2) determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

AMENDMENTS TO INSURANCE

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

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

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

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

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

AMENDMENTS TO AWARD

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

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

CONTRACT – SUPPLEMENTAL CONDITIONS

COMPLIANCE WITH LAWS

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

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

SAFETY

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

INQUIRIES AND COMPLAINTS

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

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

CONTRACT – SPECIFICATIONS

GENERAL

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

In all matters affecting the work or the extent of the trimming to be accomplished, the Contractor shall comply with the requirements specified herein. Under no circumstances shall the Contractor follow any instructions from homeowners or other persons, including City employees, other than the City's designated representative(s) from the Department of Parks, Recreation, and Marine.

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

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

Low branches and foliage shall be removed to a clear height of 12 feet over sidewalks, parkways, and median islands and 16 feet over the roadway.

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

Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs four (4) inches or more in diameter. Remove cross limbs and waterspouts. Open trees so as to produce less wind resistance.

Final pruning cut shall be made to favor the earliest covering of the wood by callous growth. This requires that the cut be reasonably flush within the shoulder ring area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts, which produce large wounds and weaken the tree at the cut, shall not be made.

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

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

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

CONTRACT – SPECIFICATIONS

GENERAL (Continued)

All pruning and cutting tools shall be cleaned and disinfected prior to moving from one location to another to prevent the spread of disease. If disease is present in a tree, the Contractor shall clean and disinfect tools prior to trimming another tree.

Climbing or spiked shoes/boots shall not be used.

Trim to clear all adjacent structures by 5 feet.

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

Rid trees of bees (including Africanized Honey Bees) and/or rodents prior to trimming, if necessary to trim trees. Ridding trees of bees and/or rodents shall be considered as included in the unit prices bid; therefore, no additional payment will be made.

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

The vegetation and debris resulting from the work shall be composted or otherwise re-used in a lawful manner, which results in the City being credited with a 100 percent diversion rate. It is the Contractor's responsibility to ascertain both that each type of waste (green waste, solid waste, or hazardous waste) is properly transported and that the facility or facilities to which such waste is transported is properly licensed to process that type of waste. The Contractor shall provide the City with documentation of green waste diversion sufficient to meet the requirements of the California Integrated Waste Management Board. At all times, the Contractor shall comply with all laws and regulations governing the transportation, processing, and disposal of each type of waste.

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

The area shall be left free of debris and trimmings for pedestrian and vehicular traffic at the close of each day's operation. No litter, debris, oil, grease, "green waste," or other materials and substances may be washed, swept, or blown into the ocean, storm drains, streets, or gutters.

CONTRACT – SPECIFICATIONS

ORDER OF WORK

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

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

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

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

DISTRIBUTION OF NOTICES AND POSTING NO PARKING SIGNS

Notices to trim trees shall be provided by the City and it shall be the Contractor's responsibility to distribute the notices 48 hours prior to the trimming of trees. Specifically, the Contractor shall: (a) distribute notices to all residents immediately adjacent to parks and in the Alamos Bay Marina, and (b) provide 100 copies of the notice to the marina operations office located at the end of the Marina Drive (Alamos Bay Marina).

Furnish and affix to the notices, prior to distributing them, stick-on labels with the Contractor's name, address, daytime telephone number, emergency telephone number, and foreman's name printed on the label.

Post temporary "NO PARKING" signs at the locations to be trimmed 48 hours prior to the tree trimming. The Contractor shall remove these signs as soon as the trimming at that location is completed. Said signs shall be furnished by the City and posted by the Contractor with day, date, and hours clearly printed thereon. The Contractor shall request signs for a specific location at least 7 days prior to the commencement of work at that location.

If for any reason a location cannot be trimmed on the day scheduled, the "NO PARKING" signs shall be removed and the location shall not be rescheduled for trimming for the next 48 hours.

Full payment for furnishing and affixing labels to and distributing notices of tree trimming and posting and removing "NO PARKING" signs shall be considered as included in the unit prices bid; therefore, no additional payment will be made.

CONTRACT – SPECIFICATIONS

PUBLIC RELATIONS

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

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

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

PAYMENT

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

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

APPENDIX A

TREE TRIMMING LOCATIONS AND TIME LINE CRITERIA

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

Standard Time Line Criteria: For the first year of this contract, 2010, all trees shall be trimmed prior to October 1st (for initial contract term). In succeeding years, all trees shall be pruned prior to July 15th of that year. Except for emergency work and call outs, and excluding Palm trees and Coral trees, no trimming shall be done between June 1 and October 1.

BID SECTION 1: PARKS

LOCATION 1: STEARNS PARK

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

Time Line Criteria: Standard

LOCATION 2: HOUGHTON PARK

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

Time Line Criteria: Standard

LOCATION 3: LIVINGSTON DRIVE

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

Time Line Criteria: Standard

LOCATION 4: SILVERADO PARK

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

Time Line Criteria: Standard

LOCATION 5: ORIZABA PARK

Orizaba Park encompasses sports fields, a community center, and playground. Located at Orizaba Avenue and Spaulding Street.

Time Line Criteria: Standard

APPENDIX A (Continued)

LOCATION 6: RAMONA PARK

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

Time Line Criteria: Standard

LOCATION 7: BOUTON CREEK PARK

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

Time Line Criteria: Standard

LOCATION 8: CESAR E. CHAVEZ PARK

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

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

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

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

Time Line Criteria: Standard

LOCATION 9: WHALEY PARK

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

Time Line Criteria: Standard

LOCATION 10: LOS CERRITOS PARK

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

Time Line Criteria: Standard

APPENDIX A (Continued)

LOCATION 11: COLLEGE ESTATES PARK

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

Time Line Criteria: Standard

LOCATION 12: SOMERSET PARK

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

Time Line Criteria: Standard

LOCATION 13: DEFOREST PARK

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

Time Line Criteria: Standard

LOCATION 14: EL DORADO PARK WEST

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

Time Line Criteria: Standard.

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

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

Time Line Criteria: Standard

LOCATION 16: COOLIDGE PARK

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

Time Line Criteria: Standard

LOCATION 17: VETERANS PARK

Veterans Park is located on 280 Street, near Pacifica Avenue. The park encompasses sports fields, playgrounds, and a community center.

Time Line Criteria: Standard

APPENDIX A (Continued)

LOCATION 18: LOS ALTOS PLAZA PARK

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

Time Line Criteria: Standard

LOCATION 19: CHERRY PARK

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

Time Line Criteria: Standard

LOCATION 20: WARDLOW PARK

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

Time Line Criteria: Standard

LOCATION 21: ADMIRAL KIDD PARK

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

Time Line Criteria: Standard

LOCATION 22: BIXBY PARK

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

Time Line Criteria: Standard

LOCATION 23: DRAKE PARK

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

Time Line Criteria: Standard

LOCATION 24: MACARTHUR PARK

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

Time Line Criteria: Standard

APPENDIX A (Continued)

LOCATION 25: RECREATION PARK

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

Time Line Criteria: Standard

LOCATION 26: RECREATION PARK WOODLAWN

Recreation Park Woodlawn is located on the south side of 7th Street, east of Park Avenue.

Time Line Criteria: Standard

LOCATION 27: HEARTWELL PARK

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

Time Line Criteria: Standard

LOCATION 28: PAN AMERICAN PARK

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

Time Line Criteria: Standard

LOCATION 29: MARTIN LUTHER KING JR. PARK

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

Time Line Criteria: Standard

LOCATION 30: BIXBY KNOLLS PARK

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

Time Line Criteria: Standard

LOCATION 31: JACKSON PARK

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

Time Line Criteria: Standard

LOCATION 32: MIRACLE ON 4TH STREET

Miracle on 40th Street Park encompasses both a picnic and playground area. Located at 1518 East 4th Street.

Time Line Criteria: Standard

APPENDIX A (Continued)

LOCATION 33: MARINA VISTA PARK

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

Time Line Criteria: Standard

LOCATION 34: LILLY PARK

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

Time Line Criteria: Standard

LOCATION 35: EL DORADO NATURE CENTER

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

Time Line Criteria: Standard

APPENDIX A (Continued)

BID SECTION 2: BEACH AREAS

LOCATION 36: JUNIPERO PARKING LOT

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

Time Line Criteria: Standard

LOCATION 37: BELMONT PLAZA AND PIER PARKING LOT

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

Time Line Criteria: Standard

LOCATION 38: BAYSHORE PLAYGROUND

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

Time Line Criteria: Standard

LOCATION 39: ALAMITOS PARK (72ND PLACE)

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

Time Line Criteria: Standard

LOCATION 40: COLORADO LAGOON

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

Time Line Criteria: Standard

LOCATION 41: MARINE STADIUM

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

Time Line Criteria: Standard

LOCATION 42: MARINA PARK (MOTHER'S BEACH)

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

Time Line Criteria: Standard

APPENDIX A (Continued)

BID SECTION 3: ALAMITOS BAY MARINA

LOCATION 43: ROAD TO MARINE BUREAU HEADQUARTERS

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

Time Line Criteria:

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

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

LOCATION 44: BASIN 1

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

Time Line Criteria:

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

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

LOCATION 45: OIL DOCK ROAD

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

Time Line Criteria:

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

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

APPENDIX A (Continued)

LOCATION 46: BASIN 2

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

Time Line Criteria:

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

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

LOCATION 47: BASIN 3

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

Time Line Criteria:

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

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

LOCATION 48: MARINA DRIVE

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

Time Line Criteria:

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

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

APPENDIX A (Continued)

LOCATION 49: BASIN 6

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

Time Line Criteria:

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

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

LOCATION 50: BASIN 4

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

Time Line Criteria:

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

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

LOCATION 51: OVERLOOK PARK

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

Time Line Criteria:

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

BID SECTION 4: MTA RIGHT-OF-WAY

LOCATION 52: MTA RIGHT-OF-WAY

This area encompasses all trees along MTA tracks throughout the City of Long Beach.

Time Line Criteria: Standard

Note: These trees are only to be trimmed in the evening. Contractor will be required to attend a class hosted by MTA before proceeding with trimming trees in this area; City of Long Beach will pay for the required MTA classes.

APPENDIX B

ESTIMATED QUANTITIES BY LOCATION

BID SECTION 1: PARKS

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
1. Sterns Park	Ash	14
	Elms	12
	Jacaranda	9
	Pinus	1
	Schinus	1
	Eucalyptus	2
	Mulberry	3
2. Houghton Park	Jacaranda	10
	Robinia	1
	Liquidamber	2
	Elm	1
	Eucalyptus	2
3. Livingston Drive	Palm	5
	Eucalyptus	24
4. Silverado Park	Elm	4
	Eucalyptus	16
	Pinus	21
5. Orizaba Park	Ash	4
	Elm	1
	Schinus	2
	Pinus	1
	Eucalyptus	2
6. Ramona Park	Ash	26
	Podocarpus	2
	Liquidamber	4
	Palms	26
	Schinus	3
	Elm	2
	Ceratonia	3
	Robinia	2
	Pinus	3

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (Continued)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
7. Bouton Creek	Eucalyptus	2
8. Cesar Chavez Park	Sycamores	9
	Palms	41
	Eucalyptus	2
	Prunus	12
	Liquidamber	4
9. Whaley Park	Podocarpus	14
	Jacaranda	10
	Elm	5
	Magnolia	9
	Pinus	6
	Ceratonia	1
10. Los Cerritos Park	Ash	9
	Grevillea	16
	Jacaranda	3
11. College Park Estates	Ash	1
12. Somerset	Pinus	7
	Ash	2
	Podocarpus	1
	Eucalyptus	1
	Liquidamber	2
	Elm	5
	Ficus	1
13. Deforest Park	Sycamores	29
	Cupaniopsis	7
	Quercus	1
	Eucalyptus	1
	Pinus	1

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (Continued)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	
14. El Dorado Park West	Ash	19	
	Elm	53	
	Jacaranda	11	
	Pinus	55	
	Sycamore	62	
	Quercus	3	
	Eucalyptus	2	
	Ceratonia	4	
	Podocarpus	1	
	Schinus	9	
	Pistache	9	
	Cercis	6	
	Pittosporum	2	
15. El Dorado Regional Park Area II	Sycamore	19	
	Jacaranda	2	
	Eucalyptus	3	
	Elms	19	
	Ash	52	
	Quercus	1	
	Schinus	7	
	Area III	Sycamore	63
		Jacaranda	4
		Pinus	89
Koelreuteria		73	
16. Coolidge Park	Eucalyptus	4	
	Ash	2	
	Pinus	1	
	Elm	7	

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (Continued)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
17. Veterans Park	Ash	6
	Eucalyptus	3
	Elm	14
	Schinus	14
	Magnolia	1
18. Los Altos Plaza	Eucalyptus	1
19. Cherry Park	Elms	2
	Podocarpus	6
	Pinus	1
	Ash	9
	Ficus	1
20. Wardlow Park	Podocarpus	1
	Carob	1
	Ash	5
	Prunus	1
	Sycamore	1
21. Admiral Kidd	Eucalyptus	13
	Ash	15
	Pinus	7
	Ceratonia	1
22. Bixby Park	Ceratonia	1
23. Drake Park	Eucalyptus	3
	Grevillea	2
24. MacArthur Park	Carob	2
	Eucalyptus	3
	Liquidamber	2
	Jacaranda	2

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (Continued)

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

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 1: PARKS (Continued)

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
29. Martin Luther King Jr. park	Ficus	3
	Liquidamber	1
	Palm	5
	Schinus	1
	Pinus	6
	Elm	3
30. Bixby Knolls Park	Elm	4
31. Jackson Park	Jacaranda	8
	Liquid Amber	26
	Washatonian Palm	1
32. Miracle on 4 th Street	Pinus	1
33. Marina Vista Park	Melaleuca	12
	Erythrina	2
	Ficus	1
34. Lilly Park	Magnolia	1
	Eucalyptus	7
35. El Dorado Nature Center	Eucalyptus	1
	Pinus	8

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 2: BEACH AREAS

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
36. Junipero Parking Lot	Mexican Fan Palm	54
37. Belmont Plaza & Pier Pkng Lot	Eucalyptus	3
	Mexican Fan Palm	25
38. Bayshore Playground	Mexican Fan Palm	4
39. 72 nd Place (Alamitos Park)	Coral	2
	Mexican Fan Palm	6
40. Colorado Lagoon	Ash	2
	Eucalyptus	3
	Mexican Fan Palm	36
41. Marine Stadium	Coral	1
	Eucalyptus	15
	Ficus	1
	Mexican Fan Palm	137
42. Marina Park (Mother's Beach)	Coral	3
	Eucalyptus	31
	Ficus	1
	Mexican Fan Palm	137

APPENDIX B (Continued)

ESTIMATED QUANTITIES BY LOCATION (Continued)

BID SECTION 3: ALAMITOS BAY MARINA

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
43. Road to Marine Bureau HQ	Ficus	8
44. Basin 1	Mexican Fan Palm	49
45. Oil Dock Road	Ficus	8
	Mexican Fan Palm	64
46. Basin 2	Mexican Fan Palm	106
47. Basin 3	Mexican Fan Palm	195
48. Marina Drive	Mexican Fan Palm	100
49. Basin 6	Eucalyptus	11
	Mexican Fan Palm	101
50. Basin 4	Mexican Fan Palm	87
51. Overlook Park	Mexican Fan Palm	65

BID SECTION 4: MTA RIGHT-OF-WAY

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
52. MTA Route	Palm Trees	198

BID SECTION

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

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

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

BID SECTION 1: TREE TRIMMING SERVICES FOR PARKS

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Ash	\$ <u>95.00</u>
2. Ceratonia	\$ <u>95.00</u>
3. Cupaniopsis	\$ <u>75.00</u>
4. Coral (first trim)	\$ <u>150.00</u>
5. Coral (second trim)	\$ <u>75.00</u>
6. Date Palm (first trim)	\$ <u>125.00</u>
7. Date Palm (second trim)	\$ <u>75.00</u>
8. Eucalyptus	\$ <u>95.00</u>
9. Elm	\$ <u>95.00</u>
10. Ficus	\$ <u>125.00</u>
11. Mexican Fan Palm (first trim)	\$ <u>25.00</u>
12. Mexican Fan Palm (second trim)	\$ <u>10.00</u>
13. Quercus	\$ <u>120.00</u>
14. Schinus	\$ <u>75.00</u>
15. Pinus	\$ <u>125.00</u>
16. Queen Palm (first trim)	\$ <u>15.00</u>
17. Queen Palm (second trim)	\$ <u>10.00</u>
18. Sycamore	\$ <u>85.00</u>

BID SECTION

BID SECTION 2: TREE TRIMMING SERVICES FOR BEACH AREAS

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Ash	\$ <u>95.00</u>
2. Ceratonia	\$ <u>85.00</u>
3. Cupaniopsis	\$ <u>45.00</u>
4. Coral (first trim)	\$ <u>150.00</u>
5. Coral (second trim)	\$ <u>75.00</u>
6. Date Palm (first trim)	\$ <u>50.00</u>
7. Date Palm (second trim)	\$ <u>25.00</u>
8. Eucalyptus	\$ <u>95.00</u>
9. Elm	\$ <u>75.00</u>
10. Ficus	\$ <u>150.00</u>
11. Mexican Fan Palm (first trim)	\$ <u>25.00</u>
12. Mexican Fan Palm (second trim)	\$ <u>10.00</u>
13. Quercus	\$ <u>65.00</u>
14. Schinus	\$ <u>65.00</u>
15. Pinus	\$ <u>115.00</u>
16. Queen Palm (first trim)	\$ <u>15.00</u>
17. Queen Palm (second trim)	\$ <u>10.00</u>
18. Sycamore	\$ <u>85.00</u>

BID SECTION

BID SECTION 3: TREE TRIMMING SERVICES FOR ALAMITOS BAY MARINA

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Ash	\$ <u>95.00</u>
2. Ceratonia	\$ <u>85.00</u>
3. Cupaniopsis	\$ <u>45.00</u>
4. Coral (first trim)	\$ <u>150.00</u>
5. Coral (second trim)	\$ <u>75.00</u>
6. Date Palm (first trim)	\$ <u>150.00</u>
7. Date Palm (second trim)	\$ <u>75.00</u>
8. Eucalyptus	\$ <u>95.00</u>
9. Elm	\$ <u>75.00</u>
10. Ficus	\$ <u>150.00</u>
11. Mexican Fan Palm (first trim)	\$ <u>25.00</u>
12. Mexican Fan Palm (second trim)	\$ <u>10.00</u>
13. Quercus	\$ <u>65.00</u>
14. Schinus	\$ <u>65.00</u>
15. Pinus	\$ <u>115.00</u>
16. Queen Palm (first trim)	\$ <u>15.00</u>
17. Queen Palm (second trim)	\$ <u>10.00</u>
18. Sycamore	\$ <u>85.00</u>

BID SECTION 4: MTA RIGHT-OF-WAY

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Palm Trees	\$ <u>25.00</u>

BID SECTION

The Bidder must also complete the following section:

BID SECTION 5: ADDITIONAL WORK

URGENT TREE TRIMMING

During the course of the Contract, the City may require urgent tree trimming services for which the City may request the Contractor to perform as "Additional Work." The Contractor shall complete additional work within 48 hours of the City's request, unless the City specifies that a longer response time is acceptable. The number of trees to be trimmed, the location of the trees, and the species of trees cannot be anticipated.

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

The Bidder is cautioned to include all mobilization and general costs into the "Mobilization Fee" bid item, which will be the same regardless of the number of trees to be trimmed. For the subsequent bid items, the Bidder shall bid a standard cost to trim the specified type of tree regardless of the number to be trimmed. The bid costs shall apply to all Bid Sections.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Mobilization Fee (Standard)	\$ <u>100.00</u>
Palms	\$ <u>35.00</u>
Coral & Ficus	\$ <u>185.00</u>
Deciduous (e.g. Ash, Elm, Sycamore)	\$ <u>155.00</u>
Evergreen (e.g. Pines, Eucalyptus)	\$ <u>155.00</u>

BID SECTION

BID SECTION 5: ADDITIONAL WORK (Continued)

AS NEEDED TREE REMOVAL FOR ALL LOCATIONS

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

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

The Bidder is cautioned to include all mobilization and general costs into the "Mobilization Fee" bid item, which will be the same regardless of the number of trees to be removed. For the subsequent bid items, the Bidder shall bid a standard cost to remove the specified type of tree regardless of the number to be removed.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Mobilization Fee (Standard)	\$ <u>100.00</u>
Palms	\$ <u>450.00</u>
Coral & Ficus	\$ <u>450.00</u>
Deciduous (e.g. Ash, Elm, Sycamore)	\$ <u>400.00</u>
Evergreen (e.g. Pines, Eucalyptus)	\$ <u>400.00</u>

PAYMENT TERMS: 1% NET 15 DAYS

ARBORIST IDENTIFICATION:

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

JACK D. MOORING, ISA NO. WE-0905A

ERIC L. FRANKLIN, ISA NO. WE-2158AU

ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to read as follows:

Chapter 2.73
EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

2.73.010 Title and purpose.

This ordinance shall be known as the "Long Beach Equal Benefits Ordinance". The purpose of this Chapter is to protect the public health, safety and welfare by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

2.73.020 Definitions.

A. "Contractor" shall mean any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract with the City.

B. "Domestic partner" shall mean any person who has a currently registered domestic partnership with a governmental body pursuant to state or local law authorizing such registration or with his or her employer or his or her domestic partner's employer.

C. "Non-profit" shall mean a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt from taxation under Section 501(c)(3) of that Code, or any nonprofit educational organization qualified under Section 23701(d) of the Revenue and Taxation Code.

///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 2.73.070 Retaliation and discrimination prohibited.

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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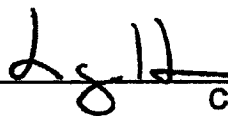
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

Approved: 12/11/09
(Date)



Mayor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4864

EQUAL BENEFITS ORDINANCE DISCLOSURE

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: United Pacific Services, Inc. Federal Tax ID No.
Address: 120 E. La Habra Blvd., Suite 107
City: La Habra State: CA ZIP: 90631
Contact Person: Gus K. Franklin Telephone: (562) 691-4600x225
Email: gus@unitedpac.com Fax: (562) 691-8839

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes X No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

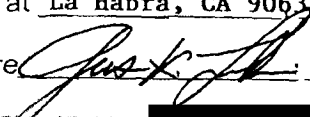
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 30 day of November, 2010, at La Habra, CA 90631

Name Gus K. Franklin

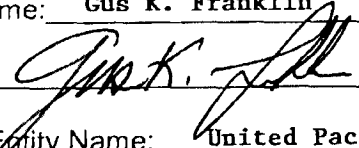
Signature 

Title President

Federal Tax ID No. 

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Gus K. Franklin Title: President
Signature:  Date: 11-30-2010
Business Entity Name: United Pacific Services, Inc.

ATTACHMENT "2"

ADDENDUM 1 & 2



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164
Regina.Benavides@longbeach.gov

July 19, 2010

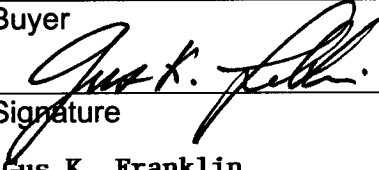
NOTICE TO BIDDERS

ADDENDUM NO. 1
INVITATION NO. PA-03010
TREE TRIMMING SERVICES

Please acknowledge receipt of this addendum by signing and returning with your bid.

This addendum includes the following forms: Bid Bond; Faithful Performance Bond; and Labor and Material Bond. Please refer to pages 11 and 12 of the bid document for instructions pertaining to the associated forms.

If you have any questions regarding this addendum please submit to Regina.Benavides@longbeach.gov

Prepared By:	<u>Regina Benavides</u> Buyer	Date:	<u>July 19, 2010</u>
Acknowledged By:	<u></u> Signature <u>Gus K. Franklin</u> Print Name <u>President</u> Title <u>United Pacific Services, Inc.</u> Company Name	Date:	<u>August 9, 2010</u>

BIDDER' S BOND

CITY OF LONG BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, _____
 _____, as Principal, and _____
 _____, a corporation, organized and existing under and by virtue of the
 laws of the State of _____, with its principal place of business in the City of _____
 _____, State of _____, with a paid up capital of not less than Two Hundred
 Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or
 becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied
 with all of the requirements of law of the State of California regulating the formation of admission of such
 corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a
 municipal corporation, organized under the laws of the State of California, and situated in the County of Los
 Angeles, in the sum of _____
 _____ Dollars (\$ _____), lawful money of the United States of America,
 for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

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

 Name of Principal – Typed

By: _____
 Signature of Principal's Officer

 Name of Surety

By: _____
 Signature of Surety's
 Attorney-in-Fact

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

BID NO: _____
BOND NO: _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, _____, located at _____ as PRINCIPAL, and _____, a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____, and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such 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 in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20_____.

CONTRACTOR / PRINCIPAL

SURETY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone: _____

By: _____

Name: _____

Title: _____

Approved as to form this _____ day of _____, 20 _____

Approved as to sufficiency this _____ day of _____, 20 _____

ROBERT E. SHANNON, City Attorney

By: _____ Deputy

By: _____ City Manager / City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, and _____, located at _____, a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____ and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this ____ day of _____, 2006.

CONTRACTOR/PRINCIPAL
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

SURETY, admitted in California
By: _____
Name: _____
Title: _____
Telephone: _____

Approved as to form this ____ day of _____, 2006.

ROBERT E. SHANNON, City Attorney

Approved as to sufficiency this ____ day of _____, 2006.

By: _____
Senior Deputy

By: _____
City Manager/City Engineer

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

July 28, 2010

NOTICE TO BIDDERS

ADDENDUM NO. 2
INVITATION NO. PA-03010
TREE TRIMMING SERVICES

Please acknowledge receipt of this addendum by signing and returning with your bid.

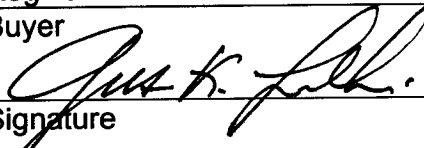
This addendum includes a list of the responses to the questions that have been posed by prospective bidders. It is advisable to review the following information while developing your proposal.

1. Q: Who is the current contractor that is providing the service for the City of Long Beach?
A: United Pacific Services
2. Q: Is the Engineer's estimate of \$600,000.00 for the base period only or does it include the 2 option years period (3 years) as well?
A: The \$600,000.00 estimate is for the base period (1 year), not including the optional renewal terms.
3. Q: If the Engineer's estimate applies for the 3 years (base year plus the 2 year options), does the bond requirement apply for all 3 years or do we submit bonding (payment and performance) equivalent to \$200,000 annually?
A: The bond shall apply for 1 year term.
4. Q: In reference to Bid Section 5: additional work. Does it mean that the City will require the contractor to move its crew from where they are working to arrest the hazardous situation the same day or does it mean that the contractor will schedule the work to complete the additional work within 48 hours upon receiving the City's request?
A: Per the bid specifications, the contractor will be given 48 hours to complete the urgent tree trimming services, unless a longer time frame is indicated by the City.
5. Q: Is having a subcontractor participate on this project mandatory/required?
A: It is not mandatory to use subcontractors; however, it is mandatory to list all subcontractors if there will be any involved in this contract.

6. Q: Does this project require a good-faith for Minority or other disadvantaged enterprise? Is it mandatory?
A: No.
7. Q: Regarding prevailing wages, will you accept "Tree Trimmer – Line Clearance" as the labor classification for this project?
A: Bidders are advised to consult the DIR for applicable wage rates.
<http://www.dir.ca.gov/dlsr/PWD/index.htm>

If you have any questions regarding this addendum please submit to Regina.Benavides@longbeach.gov

Prepared By: Regina Benavides Date: July 28, 2010
Buyer

Acknowledged By:  Date: August 9, 2010
Signature

Gus K. Franklin
Print Name

President
Title

United Pacific Services, Inc.
Company Name

United Pacific Services, Inc.

**CITY OF LONG BEACH
YEAR - 2001**



- ◆ **United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is \$75,000 per year.**

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, United Pacific Services, Inc., as PRINCIPAL, and Financial Pacific Insurance Company, as SURETY, admitted in California, and authorized to transact business in the State of California, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Two Hundred Seventy Thousand and No/100

(\$270,000.00) DOLLARS, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Tree Trimming Services, Bid PA-03010 and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 8th day of November, 2010

United Pacific Services, Inc.
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: Gas K. Franklin
Title: President

Financial Pacific Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (916) 630-5000

By: [Signature]
Name: Eric L. Franklin
Title: Exec. Vice President

Approved as to form this 17th day of Nov, 2010.
ROBERT E. SHANNON, City Attorney

Approved as to sufficiency this 29 day of Nov, 2010.
[Signature]
Assistant City Manager

By: [Signature]
Senior Deputy

By: [Signature]
City Manager/~~City Engineer~~
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

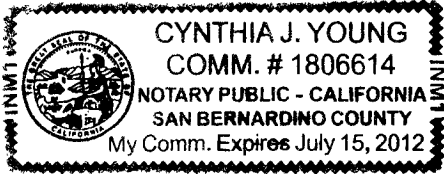
State of California)
County of San Bernardino) ss.

On November 8, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

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.

Cynthia J. Young

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.

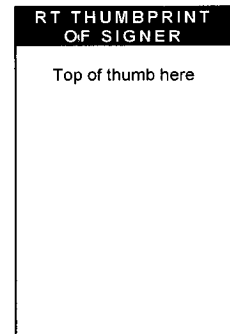
Description of Attached Document

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:

LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER **C913309**

POWER NUMBER

PRINCIPAL **United Pacific Services, Inc.**

PENAL SUM **\$270,000.00**

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

Jay P. Freeman, Susan C. Monteon, Pamela McCarthy, Cynthia J. Young

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

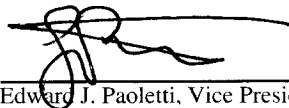
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

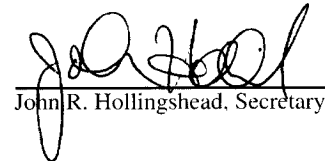
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 12th of September, 2007.

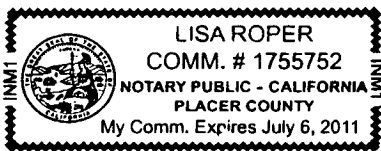



Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 1st of January, 2008, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

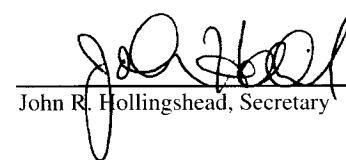



Lisa Roper, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 8th day of November, 2010


John R. Hollingshead, Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/09/10 before me, Susan K. Franklin, Notary Public
Date Here Insert Name and Title of the Officer

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

Eric L. Franklin

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: *Susan K. Franklin*
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: Labor and Material Bond

Document Date: 11/08/10 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus K. Franklin

Corporate Officer — Title(s): President

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

United Pacific Services, Inc.

Signer's Name: Eric L. Franklin

Corporate Officer — Title(s): Exec. Vice President

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

United Pacific Services, Inc.

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

BID NO: PA-03010
BOND NO: C913309
Premium: \$5,400.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we United Pacific Services, Inc.
as PRINCIPAL, and Financial Pacific Insurance Company
3880 Atherton Rd, Rocklin, CA 95765, located at _____,
State of California, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Two Hundred Seventy Thousand and No/100 DOLLARS
(\$ 270,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with
said City of Long Beach for the
Tree Trimming Services, and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of
said City ordering the payment shall have actual notice at the time the order is made that such 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 in an amount more than the amount of such premature
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 8th day of November, 2010.

United Pacific Services, Inc.
CONTRACTOR / PRINCIPAL
By: [Signature]
Name: Gus K. Franklin
Title: President

By: [Signature]
Name: Eric L. Franklin
Title: Exec. Vice President

Financial Pacific Insurance Company
SURETY
By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (916) 630-5000

Approved as to form this 17th day of Nov, 2010
ROBERT E. SHANNON, City Attorney
By: [Signature] Deputy

Approved as to sufficiency this 29 day of Nov, 2010
Assistant City manager
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 a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

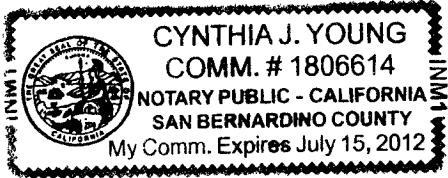
State of California)
County of San Bernardino) ss.

On November 8, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

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.

Cynthia J. Young

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.

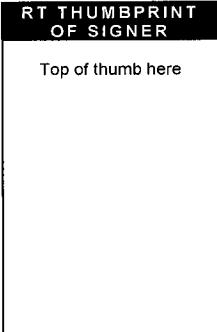
Description of Attached Document

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:

LIMITED POWER OF ATTORNEY

Financial Pacific Insurance Company

BOND NUMBER **C913309**

POWER NUMBER

PRINCIPAL **United Pacific Services, Inc.**

PENAL SUM **\$270,000.00**

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

Jay P. Freeman, Susan C. Monteon, Pamela McCarthy, Cynthia J. Young

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$1,500,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.


RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 12th of September, 2007.



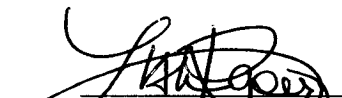

Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF PLACER

On this 1st of January, 2008, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti and John R. Hollingshead, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.





Lisa Roper, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed at Placer, this 8th day of November, 2010


John R. Hollingshead, Secretary

Financial Pacific
Insurance Company
seal must
be affixed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

On 11/09/10 before me, Susan K. Franklin, Notary Public,
Date Here Insert Name and Title of the Officer

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

Eric L. Franklin

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: *Susan K. Franklin*
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: Bond for Faithful Performance

Document Date: 11/08/10 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus K. Franklin

Corporate Officer — Title(s): President

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____
United Pacific Services, Inc.

Signer's Name: Eric L. Franklin

Corporate Officer — Title(s): Exec. Vice President

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____
United Pacific Services, Inc.