

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

31907

CONTRACT NO. PA-03010

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: South Gate, CA ON THE 9th DAY OF August, 20 10
CITY STATE MONTH

COMPANY NAME: TRIMMING LAND CO., INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 10513 Dolores Avenue CITY: South Gate STATE: CA ZIP: 90280

PHONE: 323-569-4498 FAX: 323-569-3747

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

Basilio Martinez bmartinez@trimmingland.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Secretary [Signature]
(SIGNATURE) (TITLE)

Elvira F. Martinez elvira@trimmingland.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, 20 10.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

Rev 01.27.10



Since 1977

TLC

TRIMMING LAND CO., INC.

A CALIFORNIA CORPORATION



Serving Southern California

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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

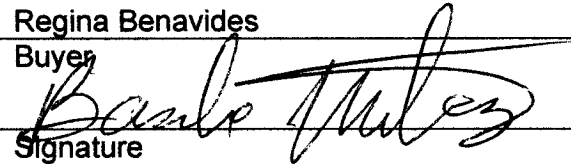
ADDENDUM NO. 1
INVITATION NO. PA-03010
TREE TRIMMING SERVICES

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: Regina Benavides Date: July 19, 2010
Buyer

Acknowledged By:  Date: 08/09/2010
Signature

Basilio Martinez
Print Name

President
Title

Trimming Land Co., Inc.
Company Name



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.

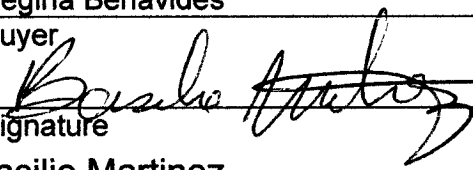
This addendum includes a list of the responses to the questions that have been posed by prospective bidders. It is advisable to review the following information while developing your proposal.

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: 08/09/2010
Signature

Basilio Martinez
Print Name

President
Title

Trimming Land Co., Inc.
Company Name

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: State of California (SBE #12641), City of Los Angeles (MBE #14), and City of Long Beach (SBE #1699)

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 09, 2010 Before me, Sandra M. Hernandez, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Basilio Martinez, President and Elvira F. Martinez, Secretary of Trimming Land Co., Inc.
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

[Handwritten Signature]

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
President and Secretary
- PARTNER(S) TITLE(S)
 LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

BID BOND
TITLE OR TYPE OF DOCUMENT

One
NUMBER OF PAGES

08/09/2010
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):
Trimming Land Co., Inc.

NONE
SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of 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" NO SUBCONTRACTORS WILL BE USED

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: NA

Valid thru: _____

Dollar value of participation: \$ 0.00

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: 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)

<u>REGINA BENAVIDES</u>	<u>562-570-6164</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>REGINA BENAVIDES</u>	<u>562-570-6164</u>
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 changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any 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) \$ _____ (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 30 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.: 612918 Expires 02/28/11 Classification C61/D49/C27

Long Beach Business License No.: Upon Award (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

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

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

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

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

Full payment for furnishing and affixing labels to and distributing notices of tree trimming and posting and removing "NO PARKING" signs shall be considered as included in the unit prices bid; 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
	Jacaranda	10
2. Houghton Park	Robinia	1
	Liquidamber	2
	Elm	1 -
	Eucalyptus	2
	Palm	5
3. Livingston Drive	Eucalyptus	24
	Elm	4 -
4. Silverado Park	Eucalyptus	16
	Pinus	21 -
	Ash	4
5. Orizaba Park	Elm	1
	Schinus	2 -
	Pinus	1 -
	Eucalyptus	2
	Ash	26 -
	Podocarpus	2
6. Ramona Park	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
10. Los Cerritos Park	Ceratonia	1
	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
	Eucalyptus	1
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>85.00</u>
2. Ceratonia	\$ <u>75.00</u>
3. Cupaniopsis	\$ <u>45.00</u>
4. Coral (first trim)	\$ <u>105.00</u>
5. Coral (second trim)	\$ <u>75.00</u>
6. Date Palm (first trim)	\$ <u>51.25</u>
7. Date Palm (second trim)	\$ <u>43.25</u>
8. Eucalyptus	\$ <u>90.0</u>
9. Elm	\$ <u>79.25</u>
10. Ficus	\$ <u>100.00</u>
11. Mexican Fan Palm (first trim)	\$ <u>29.25</u>
12. Mexican Fan Palm (second trim)	\$ <u>25.00</u>
13. Quercus	\$ <u>65.00</u>
14. Schinus	\$ <u>63.0</u>
15. Pinus	\$ <u>89.50</u>
16. Queen Palm (first trim)	\$ <u>29.50</u>
17. Queen Palm (second trim)	\$ <u>20.00</u>
18. Sycamore	\$ <u>105.00</u>

BID SECTION

BID SECTION 2: TREE TRIMMING SERVICES FOR BEACH AREAS

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Ash	\$ 89.00
2. Ceratonia	\$ 75.00
3. Cupaniopsis	\$ 47.25
4. Coral (first trim)	\$ 105.00
5. Coral (second trim)	\$ 75.00
6. Date Palm (first trim)	\$ 65.00
7. Date Palm (second trim)	\$ 45.00
8. Eucalyptus	\$ 79.30
9. Elm	\$ 79.50
10. Ficus	\$ 100.00
11. Mexican Fan Palm (first trim)	\$ 28.75
12. Mexican Fan Palm (second trim)	\$ 23.25
13. Quercus	\$ 67.25
14. Schinus	\$ 68.50
15. Pinus	\$ 90.00
16. Queen Palm (first trim)	\$ 24.50
17. Queen Palm (second trim)	\$ 17.75
18. Sycamore	\$ 85.00

BID SECTION

BID SECTION 3: TREE TRIMMING SERVICES FOR ALAMITOS BAY MARINA

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Ash	\$ <u>85.00</u>
2. Ceratonia	\$ <u>75.00</u>
3. Cupaniopsis	\$ <u>45.00</u>
4. Coral (first trim)	\$ <u>105.00</u>
5. Coral (second trim)	\$ <u>75.00</u>
6. Date Palm (first trim)	\$ <u>51.25</u>
7. Date Palm (second trim)	\$ <u>43.25</u>
8. Eucalyptus	\$ <u>95.00</u>
9. Elm	\$ <u>79.25</u>
10. Ficus	\$ <u>100.00</u>
11. Mexican Fan Palm (first trim)	\$ <u>29.55</u>
12. Mexican Fan Palm (second trim)	\$ <u>25.00</u>
13. Quercus	\$ <u>65.00</u>
14. Schinus	\$ <u>63.00</u>
15. Pinus	\$ <u>89.50</u>
16. Queen Palm (first trim)	\$ <u>29.50</u>
17. Queen Palm (second trim)	\$ <u>20.00</u>
18. Sycamore	\$ <u>105.00</u>

BID SECTION 4: MTA RIGHT-OF-WAY

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. Palm Trees	\$ <u>65.00</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.

DESCRIPTION

UNIT PRICE

Mobilization Fee (Standard)	\$ 325.00
Palms	\$ 65.00
Coral & Ficus	\$ 190.00
Deciduous (e.g. Ash, Elm, Sycamore)	\$ 185.00
Evergreen (e.g. Pines, Eucalyptus)	\$ 200.00

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)	\$ 325.00
Palms	\$ 1,100.00
Coral & Ficus	\$ 1,100.00
Deciduous (e.g. Ash, Elm, Sycamore)	\$ 800.00
Evergreen (e.g. Pines, Eucalyptus)	\$ 1,100.00

PAYMENT TERMS: 1% Discount Net 30 Days

ARBORIST IDENTIFICATION:

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

Jose Martinez, Certified Arborist (WE-4589A)

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

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

3 Chapter 2.73

4 **EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS**

5
6 2.73.010 **Title and purpose.**

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

14
15 2.73.020 **Definitions.**

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

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

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

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2.73.030 Contractors subject to requirements.

A. The following contractors are subject to this Chapter:

1. For-profit entities which enter into an agreement with the City for public works or improvements to be performed, or for goods or services to be purchased, for an amount of One Hundred Thousand Dollars (\$100,000) or more; and

2. For-profit entities which generate Three Hundred Fifty Thousand Dollars (\$350,000) or more in annual gross receipts and which occupy City property pursuant to a written agreement for the exclusive use or occupancy of said property for a term exceeding twenty-nine (29) days in any calendar year.

B. The requirements of this Chapter shall only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (iii) elsewhere in the United States where work related to a City contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

C. The City Manager or designee will provide a report to the City Council regarding the implementation of this ordinance no later than one year following the effective date of this Ordinance, and will consider among other items, whether the dollar thresholds set forth in subsections (A) and (B) should be modified.

2.73.040 Non-discrimination in provision of benefits.

A. No contractor subject to this Chapter pursuant to Section 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

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equivalent benefits; or

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

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

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

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

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

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

b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved 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

1 enforcement of this Chapter.

2
3 **2.73.080 Employee complaints to City.**

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

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

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.

15
16 **2.73.090 Remedies.**

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

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

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

27 3. The City may seek recovery of reasonable attorneys'
28 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 90802-4664

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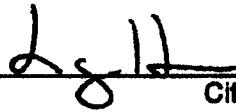
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009 by the following vote:

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 90802-4664

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Trimming Land Co., inc Federal Tax ID No. [REDACTED]
Address: 10515 Dolores Avenue
City: Salt Lake State: CA ZIP: 90230
Contact Person: Sandra Hernandez Telephone: 323-569-4497
Email: sandra@trimmingland.com Fax: 323-569-3747

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 6th day of December, 2010, at South Gate, CA

Name Basilio Martinez

Signature [Handwritten Signature]

Title President

Federal Tax ID No. [Redacted]

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: Basilio Martinez Title: President

Signature:  Date: 12-6-10

Business Entity Name: Trimming Land Co., Inc

ATTACHMENT "2"

LETTER OF TRANSMITTAL

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com



Since 1977

TLC

TRIMMING LAND CO., INC.

August 9, 2010

City of Long Beach
City Clerk
333 W. Ocean Blvd./Plaza Level
Long Beach, CA 90802



Dear City Clerk & Department Officials:

This letter is to confirm that Trimming Land Co., Inc. (TLC) has carefully reviewed the entire BID for tree trimming services. TLC, physically inspected the work sites stipulated by the City of Long Beach. With over 30 years experience in similar work, we feel we are very capable of performing the tree trimming services. Our company will deliver the best quality of services to complete the tree trimming project in a very professional manner. Trimming Land Co., Inc. accepts the work conditions listed in the BID by the City of Long Beach, Department of Public Works.

TLC has assigned Jose Martinez, Certified Arborist (WE-4589) as the actual on-site supervisor. Mr. Martinez has over 20 years experience in the urban forestry industry and his experience with many cities/municipalities is very extensive. TLC has authorized the following individuals to make representations on behalf of our Company. If at any time you have any questions or need immediate assistance, please do not hesitate to contact them. They may be reached at our corporate office which is located at **10513 Dolores Avenue, South Gate, CA 90280** and the office phone number is 323-569-4498. In the event they are out in the field, they may be reached on their cellular telephones. We have also provided you with their email addresses.

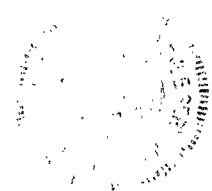
- ❖ **Sandra Hernandez, VP Projects Administrator**
310-901-0516...sandra@trimmingland.com
- ❖ **Tony Martinez, VP Operations Manager**
310-420-3238...tony@trimmingland.com

It will be our pleasure to service the City of Long Beach on this very important project.

Sincerely,


Basilio Martinez
President

cc:smh

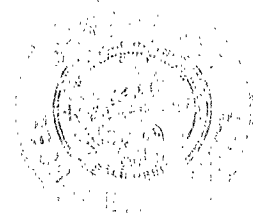


10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

SUPPORTING DOCUMENTS FOR CORPORATION & INSURANCE

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

Debra Bowen

DEBRA BOWEN
Secretary of State



**State of California
Secretary of State**

**STATEMENT OF INFORMATION
(Domestic Stock Corporation)**

S

E-137775

FILED

In the office of the Secretary of State
of the State of California

May - 24 2005

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1 CORPORATE NAME (Please do not alter if name is preprinted.)

C1303198
TRIMMING LAND CO., INC.

10513 DOLORES AVENUE
SOUTH GATE, CA 90280

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
10513 DOLORES AVENUE SOUTH GATE, CA 90280		

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA IF ANY	CITY	STATE	ZIP CODE
10513 DOLORES AVENUE SOUTH GATE, CA 90280			

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
BASILIO MARTINEZ	10513 DOLORES AVENUE	SOUTH GATE, CA 90280	

5. SECRETARY	ADDRESS	CITY AND STATE	ZIP CODE
ELVIRA FLORES MARTINEZ	10513 DOLORES AVENUE	SOUTH GATE, CA 90280	

6. CHIEF FINANCIAL OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
BASILIO MARTINEZ	10513 DOLORES AVENUE	SOUTH GATE, CA 90280	

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
BASILIO MARTINEZ	10513 DOLORES AVENUE	SOUTH GATE, CA 90280	

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY 0

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS

BASILIO MARTINEZ

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
10513 DOLORES AVENUE SOUTH GATE, CA 90280			

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

TREE TRIMMING/LANDSCAPING

BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

BASILIO MARTINEZ

PRESIDENT

05/24/2005

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

**State of California
Secretary of State**



E-A09070

FILED

In the office of the Secretary of State
of the State of California

Mar - 29 2010

This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)				S
C1303198 TRIMMING LAND CO., INC. 10513 DOLORES AVENUE SOUTH GATE, CA 90280				
DUE DATE:				
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)				
2 <input checked="" type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16 . If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)				
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE	
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street-address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)				
13. NAME OF AGENT FOR SERVICE OF PROCESS				
14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE CA	ZIP CODE	
TYPE OF BUSINESS				
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
03/29/2010 DATE	BASILIO MARTINEZ TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	PRESIDENT TITLE	SIGNATURE	

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

TRIMMING LAND CO., INC.

FILE NUMBER: C1303198
FORMATION DATE: 03/30/1984
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of May 03, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

Sandra Hernandez

From: BidSync [notices@bidsync.com]
Sent: Thursday, May 13, 2010 4:24 PM
To: sandra@trimmingland.com
Subject: State of CA Notification Letter

State of California • Department of General Services • Arnold Schwarzer

PROCUREMENT DIVISIO

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

May 13, 2010

SB APP

Supplier #12641
TRIMMING LAND COMPANY INC
10513 DOLORES AVE
SOUTH GATE CA 90280

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification Period

From Sep 30, 2009 to May 31, 2012

Business Types

Construction

Classifications

701115 - Plants and ornamental trees

721029 - Facility maintenance and repair services

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Annual Submission Requirement



CITY OF LONG BEACH

Department of Financial Management
Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 www.ci.longbeach.ca.us

Certified Small Business Enterprise

Date: 07/21/2010

Vendor Account Number: 1699

BASILIO MARTINEZ
Trimming Land Co., Inc.
10513 Dolores Avenue
South Gate, CA, 90280

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 561730 SBE Certificate Effective Date: 07/21/10 SBE Certificate Expiration Date: 07/14/13
--

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into www.planetbids.com/LongBeach/VendorProfile.cfm, and selecting the link to the "Small Business Certification Status".

Sincerely,
Erik Sund
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014

**BOARD OF PUBLIC WORKS
MEMBERS**

CYNTHIA M. RUIZ
PRESIDENT

JULIE B. GUTMAN
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

ERNESTO CARDENAS
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

JAMES A. GIBSON
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
Mayor

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

**BUREAU OF
CONTRACT ADMINISTRATION
Office of Contract Compliance**
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

Mr. Basilio Martinez
Trimming Land Company, Inc.
10513 Dolores Avenue
South Gate, CA 90280

March 12, 2009
File No. - 14
Phone No. - (323) 569-4498

RE: MINORITY BUSINESS ENTERPRISE (MBE) RECERTIFICATION APPROVAL

Dear Mr. Martinez:

Based on a thorough review of the submitted documents, we are pleased to inform you that your firm has been recertified as a **Minority Business Enterprise (MBE)** and has been placed in the City of Los Angeles DBE/MBE/WBE directory as a firm specializing in:

NAICS Code

561730

Description

Landscaping Services

You may review your firm's information in the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>.

This certification is valid for five (5) years from the date of this letter. If after five (5) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **Trimming Land Company, Inc.** hereby consents to the examination of its books, records and documents by the City.

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE



License Number

612918

Entity

CORP

Business Name

TRIMMING LAND CO INC

Classification(s)

C61/D49 C27

Expiration Date

02/28/2011

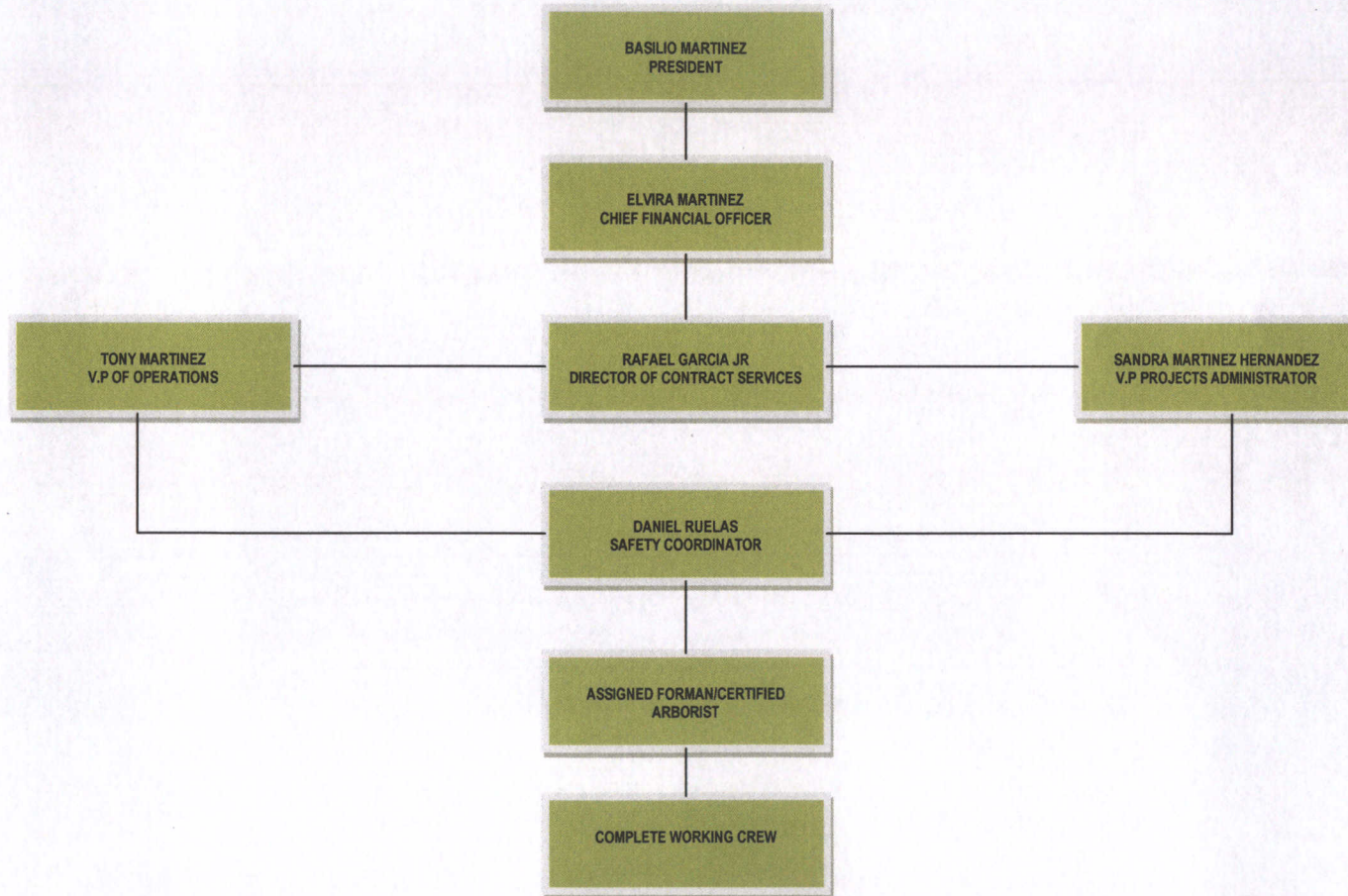


EXPERIENCE

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com



TLC'S ORGANIZATIONAL CHART





Since 1977

TLC

TRIMMING LAND CO., INC.

COMPANY QUALIFICATIONS

Trimming Land Co., Inc. (TLC) is a family-owned and operated company for over 30 years. TLC employs over 40 full-time employees providing various tasks to achieve one goal, serving communities who care about trees. Our employees operate from our South Gate, California office serving over fifty (50) municipalities along with residential and commercial clients in Southern California. The company is made up of a top management team and a safety committee. Our staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

TLC is a licensed contractor in the **State of California (State license #612918)** and holds the **C61, D49,** and the **C27** licenses. Our company is a Certified Minority Business Enterprise (**MBE**) certified with the **City of Los Angeles** our certification number is **#14** and we are also a Certified Small Business Enterprise (**SBE**) with the **State of California** our certification number is **#12641**

TLC Work Force

TLC actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. All of TLC's tree workers have been professionally trimming trees for over 5 years, plus with extensive training courses given at TLC we ensure they have the best possible up to date information in pruning and safety patterns. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. TLC makes every attempt to ensure that this is undertaken before career advancement, leading a crew, or performing work.

Certification

TLC prides itself in working to get its employees certified through The International Society of Arboriculture, raising the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. TLC employs ISA Certified Arborists, Utility Specialists and ISA Certified Tree Workers.

Evaluation

TLC employees are evaluated through a supervised Management Team. Each employee performs his duties according to their job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.



STAFF QUALIFICATIONS

Basilio Martinez, President

Mr. Martinez founded Trimming Land Co., Inc. in 1977. He is the President and CEO of TLC, being 100% owner of the corporation. Mr. Martinez oversees all of the day to day operations. He is personally responsible for internal and field operations, management of fleet maintenance, repairs and purchasing of all major equipment. With over 30 years experience and a lifetime member of the International Society of Arboriculture and under his complete direction he has made TLC grow from 2 employees including himself and a pick up truck to over 40 employees and a complete unit fleet.

Elvira F. Martinez, CFO

Mrs. Martinez is the Chief Financial Officer since 1977 for Trimming Land Co., Inc. Her experience lies in accounting. She manages TLC's accounting functions including supervising; accounts payable, accounts receivable, payroll and preparation of the Corporation's monthly financial statements. As CFO, Mrs. Martinez also supervises the management of budgets and financial accountability for all accounts.

Tony Martinez, Vice President of Operations

Mr. Martinez has been with Trimming Land Co., Inc. since 1993, he has over 15 years experience in the tree care industry. As the VP of Operations, he is responsible for field operations and the management of all crews. He is also involved with the implementation of our computer programming and he supports the tree inventory database that was created by TLC to facilitate a constant flow of paper-less communications between the Cities and our Corporate office. Mr. Martinez is a Certified Arborist under the International Society of Arboriculture (WE-1278A) since 1993 making him the youngest Certified Arborist that year. He is also a Certified Tree worker under the International Society of Arboriculture, Western Chapter. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.



Sandra Hernandez, VP Projects Administrator

Mrs. Hernandez is the VP Projects Manager for Trimming Land Co., Inc since 1994, she has over 15 years experience in the tree care industry. Her experience lies in project managing and administration. She is responsible for all project managements and administration functions. Mrs. Hernandez is also responsible for managing the customer service department, inventory and master plan projects. Her responsibilities include contract administration, project management and customer service with the Public Works departments. She is involved in the implementation and management of our computerized accounting, estimating and job costing programs.

Rafael Garcia, Director of Contract Services

Mr. Garcia has been with Trimming Land Co., Inc.. since December of 2009. Before that time, he worked as the Director of Contract Services for an agricultural company for 4 years. His responsibilities at Trimming Land Co., Inc. include managing the customer service department, billing, inventory, master plans, GIS and special projects. Mr. Garcia has over sixteen years of computer experience.

Jose C. Martinez, Field Area Manager

Mr. Martinez has been with Trimming Land Co., Inc. since 1986, he has over 20 years experience in the tree care industry. Mr. Martinez began his career with TLC as a ground man , tree trimmer, foreman and recently has been promoted to Field Operations Manager. He is a Certified Arborist under the International Society of Arboriculture (WE-4589); also, he is certified in Cardio-Pulmonary Resuscitation (CPR), Certified In First Aid and Aerial Rescue. As the Field Area Manager he supervises the field operations and management of field crews.



Since 1977

TLC

TRIMMING LAND CO., INC.

Armando Ramos, Field Representative

Mr. Camberos has been with Trimming Land Co., Inc. since October 2002. He has over 20 years tree care industry. As an Area Manager Mr. Camberos supervises field operations and management of crews. He is also involved in the scheduling of projects, evaluation and production of the tree maintenance performed by Trimming Land.

Rafael Martinez, Foreman/Area Manager

Mr. Martinez has been with Trimming Land Co., Inc. since November 2004. He has over 8 years experience in the tree care industry. As an Area Manager Mr. Martinez supervises field operations and management of crews. He is also involved in the scheduling of projects, evaluation and production of the tree maintenance performed by Trimming Land.

Danny Ruelas, Safety Coordinator

Mr. Ruelas has been with Trimming Land Co., Inc. since 2003. He has over 10 years experience in the tree care industry. He began his career with Trimming Land as a tree trimmer, then moved into leading a crew; he has helped TLC with implementing new safety guidelines and take forward our safety and training program. He is in charge of properly training all of our employees with the latest up to date standards in equipment, tree trimming procedures and all around safety field operations. He ensures that all of our day to day operations are up to CalOSHA safety standards.

**ABILITY TO PROVIDE SERVICES
&
REFERENCES/WORK HISTORY**

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com



ABILITY TO PROVIDE SERVICES

Trimming Land Co., Inc. has the level of performance to provide your City with the best possible quality of service. We also make sure that all of our tree-trimming contracts are treated with high priority...no matter the circumstances.

Project from Start to Finish:

Trimming Land Co., Inc. is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of work/service. Our commitment to making and keeping our cities happy with the service we provide is our daily goal. TLC can commence the project within seven (7) days from the Notice to Proceed.

In the event Trimming Land Co., Inc. is awarded the contract for Tree Trimming Services, we shall provide the following:

Contract Documents:

- Obtain all required insurance as specified by the City of Long Beach.
- Obtain any and all City of Long Beach Licenses.
- Execute the Contract for the Tree Trimming Maintenance Services.
- Kick-off Pre-Job meeting with City staff before starting work.
- Submit a work schedule with dates to the City for approval before starting work.

Notices

- Verify and identify the list of address (residential & commercial)
- Prepare and print out City of Long Beach tree trimming notices
- Distribute notices by required time before starting project
- Post "No Parking" signs on City of Right-of-Way (48 hours in advance)

Crew Size (Tentative Subject to Change)

- Tree trimming work crew will consist of one (1) foreman (Certified Arborist), two (2) Trimmers w/aerial unit, one (1) tree climber and three (3) ground-men/clean-up crew and a green-waste disposal unit.

Equipment Move In

- Move in our assigned vehicles, equipment and materials for this project.

Emergency Response

- Trimming Land Co., Inc. will respond to any emergency job within 2 hours from initial telephone call.

Long Beach Team

- This is a very important project and have the following "**LONG BEACH TEAM**" assigned to it...Tony Martinez, VP of Operations (Certified Arborist/Utility Specialist), Sandra Hernandez, VP Projects Administrator, Jose C. Martinez, Field Area Manager (Certified Arborist), Rafael Garcia, Director of Contract Services, Danny Ruelas, Safety Coordinator/Trainer.

WORK PLAN



Since 1977

TLC

TRIMMING LAND CO., INC

WORK PLAN

We understand that time is of essence in the performance of a contract and all work performed will be within the time period established by the City of Long Beach representative.

We will comply with all terms and conditions set forth and provide all services specified and perform such services within the guidelines and perimeters established by the City of Long Beach representative.

All work will conform to the latest version of Pruning Guidelines of the Western Chapter ISA. The City of Long Beach representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by our crew. Trimmed trees that are rejected by the City of Long Beach representative shall be immediately rectified.

We will comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

We will provide and post "No Parking" signs 48 hours in advance of the work performed.

We shall endeavor to maintain good public relations at all times, and the work shall be conducted in a manner which will cause the least possible interference and annoyance to the public.

A pre-construction meeting between the City of Long Beach representative and Trimming Land representative will establish the work schedule and necessary equipment and manpower or crew type, size and quantity needed to execute the services set forth in the agreement within the given time frame.

The work to be performed will be issued to our crews by the City of Long Beach representative and upon completion of each segment of work the City will be invoiced and paid upon acceptance of work completed.

The equipment to be used in the performance of this contract is standard industry equipment manufactured for the explicit function of tree maintenance services and is of the same type and style as that used by California municipal, county, and state agencies. Our fleet of vehicles/equipment are equipped with a "GPS Tracking" system. This helps us locate and track our vehicles and employees' whereabouts at all times.

QUALITY CONTROL PLAN

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com



WORK STATEMENT & QUALITY CONTROL PLAN

Trimming Land Company, Inc. (TLC) would assign Jose Martinez, Certified Arborist to the tree maintenance project.

- ◆ Mr. Martinez has over 20 years experience in tree maintenance projects and is an I.S.A. Certified Arborist (#WE-4589). He is also certified in Cardio-Pulmonary Resuscitation (CPR), Certified In First Aid and Aerial Rescue. Mr. Martinez is currently the Field Area Manager of Trimming Land Co., Inc. and has supervised the completion of contracts with the County of Los Angeles, City of Los Angeles, Orange, San Bernardino, Riverside, San Diego and Ventura. Currently he is supervising TLC's tree maintenance contract with the City of Lynwood.

PERFORMANCE OF WORK.

A. Daily – Weekly Supervision:

1. Report to City/County representative on a daily basis.
2. Supervise tree trimming crew to maintain proper trim patterns.
3. Supervise traffic control.
4. Report any damages or injuries within one hour of occurrence.
5. Respond to any residents/personnel complaints or questions concerning project.
6. Final inspection of tree work to insure proper clean-up on daily basis.
7. Maintain daily records of hours worked by each employee and work completed.
8. TLC's authorized representative shall meet with the City/County representative each Friday between 8:30 and 9:00 am, or anytime specified by the City/County Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also TLC shall on each Friday, or as specified by the City/County, submit to the City/County (Engineer a weekly copy of daily work reports throughout the term of the contract. In addition, the contractor shall advise the Grounds Supervisor of the following Week's schedule. Daily work records shall be formatted for easy translation in the AGENCY'S Excel program or as directed by city staff. Every two weeks tree inventory with billing.
9. Trimming Land will notify the City/County of any changes in start date of each tree maintenance operations at least 48 hours in advance. Should Trimming Land discontinue work for any reason, the City/County must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. Trimming Land will start the tree trimming project within seven (7) working days of award of contract or as to be determined by the City/County. Trimming Land will, prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
2. TLC will notify the City/County of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any tree work in the City or as directed by the City representative and Grounds Supervisor.
3. TLC must notify residents 72 hours in advance prior to restricting street parking or access to work area. TLC will post "No-Parking" signs with the date of work to be performed including notification of tree trimming on each sign 48 to 72 hours in advance of operations.
4. Only one job site shall be worked at a time unless specifically approved in advance by the City/County Inspector or his authorized representative.
5. As soon as notified by the City of award of contract Trimming Land representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. Tree trimming schedule will be modified, as necessary, during the course of the contract, based on City/County trimming needs.

C. Tree Work Performed:

1. Will be according to the International Society of Arboriculture or National Arborist Association and to the City/County specifications (see detailed specifications of INVITATION TO BID).
2. Trimming Land will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City/County representative at the end of each day or as directed by the City/County. Pictures are to be taken at time of incident.
3. Hazardous Tree Notifications: TLC will report to the City/County Arborist/ Grounds Supervisor of any tree defects or hazardous trees within an hour of notice.
4. Any activities found by the City/County to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by Trimming Land.
5. Trimming Land will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City/County authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
6. Trimming Land will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to TLC's personnel or others near work site, work is to immediately cease and the appropriate utility company notified by TLC.

7. Sprinkler repair will be made immediately. All TLC Supervisors' trucks are equipped to handle most sprinkler repairs as they occur.
8. No hooks, gaffs, spurs, or climbers will be used by anyone employed by Trimming Land for tree trimming. Plants or other material growing on the trees shall be removed at ground level at time of trimming.

D. Hours of work in City:

1. TLC will observe all holidays recognized by the City/County and the City shall provide inspection for a 40 hour work shift (7:00 am to 4:00 pm or as directed by the City)
2. Before performing any work at said times, TLC shall give written notice to the City/County so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed.
3. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

E. Clean - up

1. TLC shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
3. City/County authorized representative shall be the sole judge as to the adequacy of the clean up.

F. Compliance with Laws and Regulations:

1. TLC shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

G. Drug Free Workplace:

1. TLC published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. TLC has established a Drug free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
3. TLC's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

H. Brochure/letter:

1. Trimming Land will provide the City/County a "Public Notice of the Tree Trimming Program" for approval before starting any tree work in the City. A draft copy has been included in this document if required in bid.

I. Photographs:

1. Trimming Land will supply the City/County representative photographs of "Before and After" trimming that is suitable for reproduction if required.
2. Trimming Land will supply the City/County representative photographs of any damages that occur to public and or private property or persons.

J. Disposal of Green-waste Materials:

1. All tree branches produced as a result of TLC's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for material removed from the City/County will be submitted to the City/County once a month as proof of final disposal to a recycling facility for documenting reuse per AB 939.
3. All tree branches chipped and/or mulched shall be made available free of charge to the City/County.
4. Trimming Land operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the City of Los Angeles.

K. Complaint Log:

1. Trimming Land will keep a manual complaint log with the locations and names of any and complaints that could occur in the performance of this contract (see enclosed sample form).
2. Trimming Land will keep a computerized complaint log with the locations and names of any and all complaints that could occur in the performance of this contract if required in the bid.
3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and other information required to properly document the complaint (see enclosed sample form).

L. Public Safety/ Traffic Control:

1. TLC shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City/County point out the inadequacy of warning devices or should the City/County approve the location of warning devices, such action shall not relieve Trimming Land of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree trimming operations are suspended for any reason, TLC shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
6. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
7. Whenever TLC's operations require one-way traffic or create a condition hazardous to the public traffic, TLC shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. TLC shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
8. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

M. Emergency phone/pager numbers (24 hours):

Office	(323) 569-4498
Fax	(323) 569-3747
Basilio Martinez, President	(323) 213-5105
Tony Martinez, VP of Operations	(310) 420-3238
Sandra Hernandez, VP Projects Administrator	(310) 901-0516
Jose C. Martinez, Field Area Manager	(310) 877-0413

SAMPLE FORMS

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

CITY OF LONG BEACH



TREE MAINTENANCE NOTICE

The City of Long Beach has awarded the Pruning of parkways trees to Trimming Land Co., Inc a private contractor. The contractor will be pruning trees on your street within the next couple of days. There will be **"NO PARKING"** signs posted due to the danger of falling limbs. There will be **"NO PARKING"** between the hours of 7:00 am to 4:30 pm. Please do not park on the street until the trees have been pruned and the area cleaned. Additionally, due to the hazard of falling limbs we ask that you clear your front yard of cars, furniture, and other valuables (especially children) during the pruning operations. Your cooperation is very much appreciated. If you should have any questions please contact:

**CITY OF LONG BEACH
PUBLIC WORKS DEPARTMENT
(562) 620-6383**

**TRIMMING LAND COMPANY INC
(323) 569-4498**

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com



Since 1977

TLC

City of Long Beach

Complaint Log

Name of Resident: _____

Address: _____ Phone: _____

Date of Incident: _____ Trimming Land Representative: _____

TYPE OF COMPLAINT (please check following)

- 1. Tree Damage Yes _____ No _____
- 2. Contractor Yes _____ No _____
- 3. Side Walk Yes _____ No _____
- 4. Curb Yes _____ No _____
- 5. Irrigation Yes _____ No _____
- 6. Vehicle Yes _____ No _____
- 7. Tree Roots Yes _____ No _____
- 8. Street Light Yes _____ No _____
- 9. Electrical Yes _____ No _____
- 10. Water Yes _____ No _____
- 11. Weather Yes _____ No _____
- 12. Parking Yes _____ No _____
- 13. Other Yes _____ No _____

REMARKS:

ACTION TAKEN:

Date: _____

City Representative: _____

TEMPORARY

NO

PARKING

TREE TRIMMING

DATE

TIME

TOW-AWAY

CERTIFIED ARBORIST

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

International Society of Arboriculture

Certified Arborist

Jose C. Martinez

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



A handwritten signature in black ink, appearing to read "J. Skiera", is written over a horizontal line.

Jim Skiera, Executive Director
International Society of Arboriculture

<u>WE-4589A</u>	<u>Jan 15, 2000</u>	<u>Jun 30, 2012</u>
Certification Number	Certified Since	Expiration Date

INJURY / ILLNESS PROTECTION PROGRAM

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

HEALTH AND SAFETY MANUAL

10513 Dolores Avenue, South Gate, CA 90280 * 323-569-4498 * Fax 323-569-3747
www.trimmingland.com

Chapter 1

Injury and Illness Prevention Program

Written Plan

Every employer should have a written Injury and Illness Prevention plan. This is our plan. Please read it carefully. While no plan can guarantee an accident free work place, following the safety procedures set forth in this manual will significantly reduce the risk of danger to you and your co-workers. Thank you for all our safety.

Introduction to Our Program

State and federal law, as well as company policy, make the safety and health of our employees the first consideration in operating our business. Safety and health in our business must be a part of every operation, and every employee's responsibility at all levels. It is the intent of Trimming Land Company, Inc. to comply with all laws concerning the operation of the business and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries. No employee is required to work at a job known to be unsafe or dangerous to their health. Your cooperation in detecting hazards, reporting dangerous conditions and controlling workplace hazards is a condition of employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. Employees will not be disciplined or suffer any retaliation for reporting a safety violation in good faith.

Safety First Priority

The personal safety and health of each employee of Trimming Land Company, Inc. is of primary importance. Prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our employees must bear primary responsibility for working safely. A little common sense and

caution can prevent most accidents from occurring.

Individual Cooperation Necessary

Trimming Land Company, Inc. maintains a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires the cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Safety Program Goals

The objective of Trimming Land Company, Inc. is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

Safety Policy Statement

It is the policy of Trimming Land Company, Inc. that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of Trimming Land Company, Inc.'s management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping

duties that pertain to their jobs.

Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Responsible Safety Officer as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

Safety Rules for All Employees

It is the policy of Trimming Land Company, Inc. that everything possible will be done to protect you from accidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. If an employee is injured, positive action must be taken promptly to see that the employee receives adequate treatment. No one likes to see a fellow employee injured by an accident. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

1. All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report all unsafe conditions or practices to the proper authority, including the supervision on the project, and, if corrective action is not taken immediately, a governmental authority with proper jurisdiction over such practices.
2. The Manager Jack Mooring shall be responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
3. Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
4. Suitable clothing and footwear must be worn at all times. Personal protection equipment (hardhats, respirators, eye protection) will be worn whenever needed.
5. All employees will participate in a safety meeting conducted by their supervisor once every ten working days.

6. Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, shall not be allowed on the job.
7. Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well-being of other employees are prohibited.
8. Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
9. No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might expose the employee or others to injury.
10. There will be no consumption of liquor or beer on the job.
11. Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Manager Jack Mooring.
12. Employees shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received specific instructions.
13. All injuries should be reported to the Manager Jack Mooring so that arrangements can be made for medical or first aid treatment.
14. When lifting heavy objects, use the large muscles of the leg instead of the smaller muscles of the back.
15. Do not throw things, especially material and equipment. Dispose of all waste properly and carefully. Bend all exposed nails so they do not hurt anyone removing the waste.
16. Do not wear shoes with thin or torn soles.

Responsible Safety Officer

The identity of the person who is responsible for the Trimming Land Company, Inc. safety program is Jose A. Martinez. This person must be someone of sufficient authority to implement the program. In addition to other titles, this person is called the Responsible Safety Officer.

Designated

In accordance with Trimming Land Company, Inc.'s safety and injury prevention program, Jose A. Martinez has been designated as the Responsible Safety Officer, and has responsibility and authority to do the following in the name of Trimming Land Company, Inc.:

1. Develop and implement rules of safe practices for each function within the company.
2. Develop and implement safe operating rules for use of electrical and mechanical equipment consistent with manufacturer's recommendations and specifications.
3. Develop and implement a system to encourage employees to report unsafe conditions immediately.
4. Conduct a thorough investigation of each accident, whether or not it results in an injury, to determine the cause of the accident and to prevent recurrence. In cases of a known injury accident, the investigation shall proceed only after consultation with Trimming Land Company, Inc. attorneys, who shall direct the investigation (the product of which investigation shall be considered the work product of the attorney).
5. Instruct supervisors in safety responsibilities.
6. Develop and implement a program of employee safety education.
7. Conduct scheduled and unscheduled inspections to identify and correct unsafe working conditions. Special attention shall be given to notice of serious concealed dangers.
8. Maintain records of training, periodic inspections, corrective actions and investigations as required by law.

The Responsible Safety Officer for Trimming Land Company, Inc. is Jose A. Martinez. Trimming Land Company, Inc. will inform every person of the name of the Responsible Safety Officer and post his or her name and telephone/office number on the bulletin board where all other safety information is routinely maintained.

Duties

Overall responsibility and authority for implementing the injury and illness prevention program is vested in Jose A. Martinez,

the Responsible Safety Officer. Management fully supports the Responsible Safety Officer. As part of the job, the Responsible Safety Officer will supplement this written injury and illness prevention program by: establishing workplace objectives and safety recognition programs; working with all government officials in both accident investigation and safety inspection procedures; maintaining safety and individual training records; encouraging reporting of unsafe conditions and promoting a safe workplace. Some of these responsibilities will be delegated to your immediate supervisor for implementation.

Employee Compliance

This written plan contains incentives designed to promote employee participation in the safety program. These incentives are not part of your regular compensation and are not intended to discourage you from reporting accidents.

Agreement to Participate

Every employer is required to provide a safe and healthful workplace. Trimming Land Company, Inc. is committed to fulfilling this requirement. A safe and healthful workplace is one of the highest priorities of Trimming Land Company, Inc..

The information in this manual constitutes a written injury and illness prevention program. While Trimming Land Company, Inc. cannot anticipate every workplace hazard, the following general principals should guide your conduct. To be safe, you must never stop being safety conscious.

Study the guidelines contained in this manual. Discuss the workplace situation with the Manager Jack Mooring. Attend all company sponsored training and safety meetings. Read all posters and warnings. Listen to instructions carefully. Follow the Code of Safe Work Place Practices contained herein. Participate in accident investigations as requested. Accept responsibility for the safety of others. Maintain all required documentation.

By signing the acknowledgement at the end of this handbook, each employee promises to read and implement this injury and illness prevention program. If you don't understand any policy, please ask your supervisor.

Accident Free Workplace

To help us all meet our goal of an accident free workplace, we have instituted a contest: we will offer a prize for each month in which there is not a single time-loss accident at work. The prize will be awarded at random. Each month, the prize will be announced in advance. All employees who worked more than |40| hours in the month are eligible. Failure to report an industrial injury will suspend the prize for two months.

Employee Safety Suggestion Box

From time to time, Trimming Land Company, Inc. will award a prize for the best safety suggestion. To be eligible, please give your written safety suggestions to your supervisor during the safety meetings. All these safety suggestions will be discussed at the meeting. The supervisor whose employee wins the best safety suggestion will also be given a prize. The group that consistently has the best safety suggestions will also be recognized. Management is the sole judge of the value of safety suggestions, and will implement as many of the good suggestions as possible.

Training

Employee safety training is another requirement of an effective injury and illness prevention program. While Trimming Land Company, Inc. believes in skills training, we also want to emphasize safety training. All employees should start the safety training by reading this manual and discussing any problems or safety concerns with your direct supervisor. You may wish to make notes in the margins of this manual where it applies to your work.

Safety and Health Training

Training is one of the most important elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Training is required for both supervision and employees alike. The content of each training session will vary, but each session

will attempt to teach the following:

a) the success of Trimming Land Company, Inc.'s injury and illness prevention program depends on the actions of individual employees as well as a commitment by the Company.

b) each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.

c) each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the equipment in good condition.

d) each employee will learn what to do in case of emergencies occurring in the workplace. Supervisors are also vested with special duties concerning the safety of employees. The supervisors are key figures in the establishment and success of Trimming Land Company, Inc.'s injury and illness prevention program. They have primary responsibility for actually implementing the injury and illness prevention program, especially as it relates directly to the workplace. Supervisors are responsible for being familiar with safety and health hazards to which employees are exposed, how to recognize them, the potential effects of these hazards, and rules and procedures for maintaining a safe workplace. Supervisors shall convey this information to the employees at the workplace, and shall investigate accidents according to the accident investigation policies contained in this manual.

Periodic Safety Training Meetings

Trimming Land Company, Inc. has safety meetings every |3 months|. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and material safety data sheets. Each week, the Manager Jack Mooring will review a portion of the company's safe work practices contained in this booklet, or other safety related information. Whenever a new practice or procedure is introduced into the workplace, it will be thoroughly reviewed for safety. A sign-up sheet will be passed around each meeting, and notes of the meeting will be distributed afterwards. A copy of the notes will also be placed in the file of each employee who attends the meeting. Employee attendance is mandatory and is compensable unless part of an official state approved training program or pre-employment requirement.

Employee Responsibility for Training

Teaching safety is a two-way street. Trimming Land Company, Inc. can preach safety, but only employees can practice safety. Safety education requires employee participation.

Every |3 months|, a meeting of all employees will be conducted for the purpose of safety instruction. The employees will discuss the application of the Company's injury and illness prevention program to actual job assignments. They will also read and discuss a section of the manual and review application of general safety rules to specific situations.

Remember, the following general rules apply in all situations:

- a) no employee should undertake a job that appears to be unsafe.
- b) no employee is expected to undertake a job until he/she has received adequate safety instructions, and is authorized to perform the task.
- c) no employee should use chemicals without fully understanding their toxic properties and without the knowledge required to work with these chemicals safely.
- d) mechanical safeguards must be kept in place.
- e) employees must report any unsafe conditions to the job site supervisor and the Responsible Safety Officer.
- f) any work-related injury or illness must be reported to management at once.
- g) personal protective equipment must be used when and where required. All such equipment must be properly maintained.

Communication

Employers should communicate to employees their commitment to safety and to make sure that employees are familiar with the elements of the safety program. Trimming Land Company, Inc. communicates with its employees orally, in the form of directions and statements from your supervisor, written, in the form of directives and this manual, and by example. If you see a supervisor or management do something unsafe, please tell that person. We sometimes forget actions speak louder than words.

Accident Prevention Policy Posting

Each employee has a personal responsibility to prevent accidents. You have a responsibility to your family, to your fellow workers and to the Company. You will be expected to observe safe practice rules and instructions relating to the efficient handling of your work.

Your responsibilities include the following:

- * Incorporate safety into every job procedure. No job is done efficiently unless it has been done safely.
- * Know and obey safe practice rules.
- * Know that disciplinary action may result from a violation of the safety rules.
- * Report all injuries immediately, no matter how slight the injury may be.
- * Caution fellow workers when they perform unsafe acts.
- * Don't take chances.
- * Ask questions when there is any doubt concerning safety.
- * Don't tamper with anything you do not understand.
- * Report all unsafe conditions or equipment to your supervisor immediately.

Accident Prevention Policy Posting

A copy of this manual will be posted in the work area.

It is the policy of Trimming Land Company, Inc. to provide a safe and clean workplace and to maintain sound operating practices. Concentrated efforts shall produce safe working conditions and result in efficient, productive operations. Safeguarding the health and welfare of our employees cannot be stressed too strongly.

Accident prevention is the responsibility of all of us. Department heads and supervisors at all levels shall be

responsible for continuous efforts directed toward the prevention of accidents. Employees are responsible for performing their jobs in a safe manner.

The observance of safe and clean work practices, coupled with ongoing compliance of all established safety standards and codes, will reduce accidents and make our Company a better place to work.

Safety Meetings

Trimming Land Company, Inc. has safety meetings every 3 months. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and material safety data sheets. Each week, the Manager Jack Mooring will review a portion of the company's safe work practices contained in this booklet, or other safety related information essential to accomplish the goals of the program. Trimming Land Company, Inc. requires all its employees to accept responsibility for their own safety, as well as that of others in the workplace. It is your responsibility to read this manual and to become familiar with the Code of Safe Work Practices and Specific Safety Rules contained in this manual, as well as any posted government Safety Orders.

Hazard Identification & Abatement

This written safety and health plan sets out a system for identifying workplace hazards and correcting them in a timely fashion. Please review it carefully with your supervisor. Remember, safety is everyone's responsibility.

Safety Audits

The best method to establish a safer workplace is to study past accidents and worker compensation complaints. By focusing on past injuries, Trimming Land Company, Inc. hopes to avoid similar problems in the future. Therefore, whenever there is an accident, and in many cases upon review of past accidents, you may be requested to participate in a safety audit interview. During the interview, there will be questions about the nature of the investigation and the workplace safety related to the incident. Please answer these questions honestly and completely.

Also, please volunteer any personal observations and/or suggestions for improved workplace safety.

Based upon the study of past accidents and industry recommendations, a safety training program has been implemented. In addition to other preventative practices, there will be a group discussion of the cause of the accident and methods to avoid the type of accidents and injury situations experienced in the past. Work rules will be reviewed and modified based upon the study of these accidents.

In addition to historical information, workplace safety depends on workplace observation. Your supervisor is responsible for inspecting your working area daily before and while you are working, but this does not mean you are no longer responsible for inspecting the workplace also. Each day, before you begin work, inspect the area for any dangerous conditions. Inform your supervisor of anything significant, so other employees and guests are advised. You may also be given written communications regarding unsafe conditions or serious concealed dangers. Review this communication carefully and adjust your workplace behavior to avoid any danger or hazards. If you are unclear or unsure of the significance of this written communication, contact your supervisor and review your planned actions before starting to work. It is better to wait and check, then to go ahead and possibly cause an injury to yourself and others.

Managers must provide written notice to employees of any serious concealed dangers of which they have actual knowledge. In addition to providing written notice of all serious concealed dangers to employees managers are required to report serious concealed dangers to either OSHA or an appropriate administrative agency within fifteen days, or immediately if such danger would cause imminent harm, unless the danger is abated.

Merely identifying the problem is not sufficient. The danger must be reported to the appropriate supervisor and the Responsible Safety Officer, who then will correct the problem. If the danger cannot be corrected, then all employees will be warned to take protective action so that the danger will not result in any injuries.

Workplace Inspections

In addition to the examination of records, work place safety inspections will occur periodically every |3 months|, when conditions change, or when a new process or procedure is implemented. During these inspections, there will be a review of the injury and illness prevention policy and Trimming Land

Company, Inc. code of safe work practices.

Accident Investigation

A primary tool used by Trimming Land Company, Inc. to identify the areas responsible for accidents is a thorough and properly completed accident investigation. The results of each investigation will be reduced to writing and submitted for review by management and Trimming Land Company, Inc.'s insurance risk management advisors, and, if the accident resulted in serious injury, to Company attorneys. If the accident resulted in serious injury, the procedure will be directed by the attorneys to provide the most reliable evidence or description legally permissible. All investigations pursuant to the directions of legal counsel will be protected by all applicable privileges, if any. The attorney will provide more detail on this topic during the investigation.

Every job location will have on site at least one camera, preferably either a video or a sixty second type, with enough film to take pictures immediately after any occurrence. Some workplaces will have a video camera.

A written report should be prepared from notes and diagrams made at the

scene, or a portable dictaphone will be used to record direct eyewitness statements as near to the actual time of observation as possible. All statements should include the time and date given, and the town or county where the statement was made. If the statement is intended to be used in court proceedings, a suitable jurat is required, otherwise, a simple statement that the description is sworn to be true under penalty of perjury with the date, place and time should be included. All pictures should be similarly identified. Let people know on tape that they are being recorded. Also, make sure that the names and addresses and day and evening phone numbers of all eye witnesses are noted or recorded.

If a formal police report or other official investigation is conducted by any government agency, get the name and badge number of the official, or a business card, and find out when a copy of the official report will be available to the public. If you are requested to make a statement, you have the right to have the Company lawyer attend your statement at no cost to you.

A satisfactory accident report will answer the following questions:

1. What happened? The investigation report should begin by describing the accident, the injury sustained, the eyewitnesses, the date, time and location of the incident and the date and time of the report. Remember: who, what, when, where and how are the questions that the report must answer.
2. Why did the accident occur? The ultimate cause of the accident may not be known for several days after all the data are analyzed. However, if an obvious cause suggests itself, include your conclusions as a hypothesis at the time you give your information to the person in charge of the investigation.
3. What should be done? Once a report determines the cause of the accident, it should suggest a method for avoiding future accidents of a similar character. This is a decision by the Responsible Safety Officer and the supervisor on the project, as well as top management. Once a solution has been adopted, it is everyone's responsibility to implement it.
4. What has been done? A follow up report will be issued after a reasonable amount of time to determine if the suggested solution was implemented, and if so, whether the likelihood of accident has been reduced.

Records

Trimming Land Company, Inc. maintains records of employee training, hazard identification and abatement, and accident investigation.

OSHA Records Required

Copies of required accident investigations and certification of employee safety training shall be maintained by the Responsible Safety Officer. A written report will be maintained on each accident, injury or on-the-job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 200 according to its instructions. Supplemental records of each injury are maintained on OSHA Form 101, or Employers Report of Injury or Illness Form 5020. Every year, a summary of all reported injuries or illnesses is posted no later than February 1, for one month, until March 1, on OSHA Form 200. These records are maintained for five years from the date of preparation.

General Statement on Safety

Trimming Land Company, Inc. strives to maintain a safe place to work and to employ safe workers. It is your responsibility to conduct your work in a safe, responsible manner. Immediately report all accidents occurring on Company premises to your supervisor.

General Statement on Safety

Each employee has an individual responsibility to prevent accidents. It is to the benefit of all employees and Trimming Land Company, Inc. that you report any situation or condition you believe may present a safety hazard, including any known or concealed dangers in your work area. Trimming Land Company, Inc. encourages you to report your concern either to your immediate supervisor or to a member of the Safety Committee. The supervisor or Safety Committee will take immediate action to investigate the matter.

Safety Equipment

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment it is possible to obtain.

Use all safeguards, safety appliances, or devices furnished for your protection and comply with all regulations that may concern or affect your safety. Wear your gear properly -- all snaps and straps fastened, cuffs not cut or rolled.

Your supervisor will advise you as to what protective equipment is required for your job.

Certain jobs require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary approved protective appliances. These items shall be worn and effectively maintained as a condition of your continued employment and part of our mutual obligation to comply with the Occupational Safety and Health Act.

Safety goggles, glasses and face shields shall correspond to the degree of hazard, i.e., chemical splashes, welding flashes, impact hazard, dust, etc. Do not alter or replace an approved

appliance without permission from your supervisor.

Rubber gloves and rubber aprons shall be worn when working with acids, caustics or other corrosive materials.

Specified footwear must be worn.

No jewelry shall be worn around power equipment.

Hearing protection appliances (approved muffs or plugs) shall be worn by all employees working within any area identified as having excess noise levels. Your supervisor will instruct you in the proper use of the appliance.

Protective Clothing

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment it is possible to obtain. Use all safeguards, safety appliances, or devices furnished for your protection and carry out all regulations that may concern or affect your safety. Wear your gear properly - all snaps and traps fastened, cuffs not cut or rolled.

Your supervisor will advise you as to what protective equipment is required for your job.

Smoking and Fire Safety

Fire is one of the worst enemies of any facility. Learn the location of the fire extinguishers. Learn how to use them.

You can help prevent fires by observing the smoking rules:

- * Smoking is not allowed on the site, except in designated areas.
- * Smoking is not permitted in rest rooms.
- * If you are not sure about where you may smoke, ask the supervisor.

Reporting

All serious accidents must be reported to OSHA. In cases of hospitalization or death, a full investigation with copies to governmental authorities will be required. In less serious

(c) Mark Thierman and Roy McNeill 1993

cases, the investigation report must be presented to the company for disclosure to its insurance carrier and for remedial action at the work site.

Bond #SB013000070

Premium included in Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Trimming Land Co., Inc.

Ullico Casualty Company, as PRINCIPAL, and _____, located at _____, a corporation,

2600 W. Olive Ave. Fl. 5 Burbank, CA 91505 Delaware, 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 One Hundred Fifty Thousand and No/100

(\$ 150,000.00) 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 (as specified herein by this reference) with said City of Long Beach for the Bid PA03010 Tree Trimming Services at Various Parks 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 15th day of November, 2010

Trimming Land Co., Inc.

CONTRACTOR/PRINCIPAL

By: [Signature]

Name: Basilio Martinez

Title: President

By: [Signature]

Name: Elvira F. Martinez

Title: Secretary

Approved as to form this 17th day of November, 2010

ROBERT E. SHANNON, City Attorney

By: [Signature]

Senior Deputy

Ullico Casualty Company

SURETY, admitted in California

By: [Signature]

Name: Pamela McCarthy

Title: Attorney-in-Fact

Telephone: (818) 333-5199

Approved as to sufficiency this 29 day of November, 2010

Assistant City Manager

By: [Signature]

City Manager/ [Signature]

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.

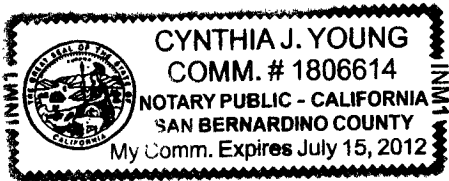
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On November 15, 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

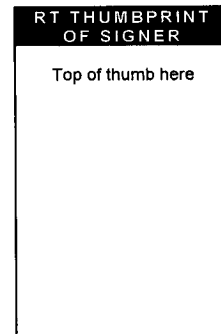
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

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: _____





ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Cynthia J. Young, and Laurie B. Druck of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$5,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. O'BRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of November, 20 10

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Bond renewable annually subject to agreement of Surety, Principal and Obligee

BID NO: PA-03010
BOND NO: SB013000070
Premium: \$2,250.00 for one year

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Trimming Land Co., Inc.
as PRINCIPAL, and Ullico Casualty Company, located at 2600 W. Olive Ave, Fl. 5, Burbank, CA 91505, a corporation, incorporated under the laws of the State of Delaware, 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 One Hundred Fifty Thousand and No/100 DOLLARS (\$150,000.00), 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 Bid No. PA-03010 Tree Trimming Services at Various Parks Throughout the City of Long Beach, 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 15th day of November, 2010.

Trimming Land Co., Inc.

CONTRACTOR / PRINCIPAL
By: [Signature]
Name: Basilio Martinez
Title: President
By: [Signature]
Name: Elvira F. Martinez
Title: Secretary

Ullico Casualty Company

SURETY
By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (818) 333-5199

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 November, 2010

By: [Signature] Assistant City Manager
City Manager / [Signature] DEPUTED 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.

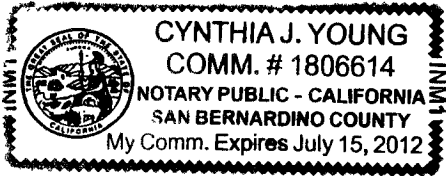
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On November 15, 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.

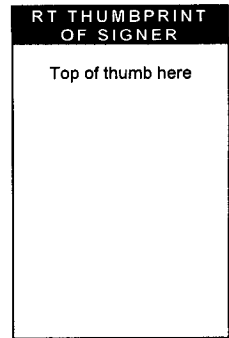
Description of Attached Document

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:



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Cynthia J. Young, and Laurie B. Druck of **Alliant Insurance Services, Inc.**

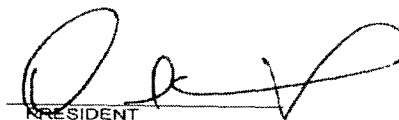
Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.


PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

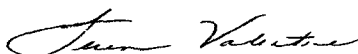
On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.


Notary Public

**CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE**

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15 day of November, 2010.



Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company