



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: November 19, 2024

Agenda Item: 10D

Submitted By: Public Works

Prepared By: Randy Little, Maintenance Manager

Subject:

CONSIDERATION OF A RESOLUTION AWARDING A THREE-YEAR MAINTENANCE SERVICES AGREEMENT WITH TWO OPTIONAL ONE-YEAR EXTENSIONS TO GREAT SCOTT TREE SERVICE, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

The first-year cost for routine annual tree trimming of \$310,629.00 with an estimated \$60,000.00 in additional supplemental costs to fund emergency tree work is included in the FY 24/25 AND FY 25/26 General Fund operating budget 001-633-43426 Maintenance of Trees. Future years funding will be proposed as part of the Public Works Maintenance budget.

Summary:

Before the City Council is the award of a three-year Maintenance Services Agreement, with an option for two one-year extensions, to Great Scott Tree Service, Inc., Stanton, CA for City-Wide tree trimming.

Work under the tree maintenance contract primarily involves trimming trees and properly recycling and/or disposing of trimmings. The contract also provides for as-needed tree removal/planting and stump grinding services, Certified Arborist services (e.g., to provide recommendations on tree health, possible tree removals, etc.), and support to address storm damage and other emergencies. The contract requires trimming about 3,770 trees annually, approximately 2,500 trees require annual tree maintenance and the remaining 1,270 are trimmed on a less frequent cycle. In addition, \$60,000 is included in the contract for emergency tree trimming or removal.

Background:

In May 2024, City staff contacted local contractors and publicly advertised the City-Wide Tree Trimming Request for Proposals on the city's electronic bidding system Planet Bids. The bidding closed on May 23, 2024. Four proposals were received as shown in the table below.

Bidder	Bid Price
Great Scott Tree Service Inc., Stanton, CA	\$310,619
West Coast Arborists, Inc., Anaheim, CA	\$324,306
United Pacific Services, Inc., South Gate, CA	\$439,474
Rod's Tree Service, San Clemente, CA	\$571,690

City staff reviewed the proposals, conducted interviews with all four prospective bidders and rated them according to the weighted criteria in the Request for Proposals. Great Scott Tree Service, Inc. was rated the highest among the four prospective bidders during the interview process and is recommended for the Tree Trimming Maintenance Service Contract.

In addition, staff is recommending an additional supplemental of \$60,000 for as needed emergency tree trimming and removal services, which has been approved in the City's budget. To improve potential services during emergencies, City staff is also considering sending a Request for Proposals to hire additional contractors for these services, which will increase the City's ability to respond based on contractor availability.

As required by City Policy and state law, Great Scott Tree Service Inc. will be required to provide performance and payment bonds simultaneously with execution of the maintenance contract. As this is an annual maintenance service contract, a warranty bond is not recommended.

Council Options:

- Adopt Resolution No. 24-174 awarding a Three-Year Maintenance Services Agreement with two optional one-year renewals in the City Manager's discretion, to Great Scott Tree Service, Inc., authorizing the City Manager to execute the Agreement, and finding the project categorically exempt from the California Environmental Quality Act.

- Modify and adopt Resolution No. 24-174.

- Provide alternative direction.

- Deny approval of the Agreement.

Environmental Review/Analysis:

This project is categorically exempt from the California Environmental Quality Act under Class 1 (Existing Facilities, 14 CCR 15301) of the state CEQA Guidelines.

Recommended Actions:

Staff Recommendation

STAFF RECOMMENDS THAT the City Council adopt Resolution No. 24-174, which would:

1. Determine that the project is categorically exempt from the California Environmental Quality Act under Class 1 (Existing Facilities, 14 CCR 15301), Section 15301 of the state CEQA Guidelines;

2. Award a Three-Year Maintenance Services Agreement, with two optional one-year renewals exercisable in the City Manager's discretion, to Great Scott Tree Service, Inc.; and

3. Authorize the City Manager to execute a Three-Year Maintenance Services Agreement with Great Scott Tree Service, Inc. in the amount of \$310,619 for year one, \$319,937.57 for year

two and \$329,535.70 for year three with up to an annual supplement of up to an additional \$60,000 per year for emergency as needed services (Attachment 2).

Attachment:

1. Resolution No. 24-174
2. Draft Maintenance Services Agreement
3. Great Scott Proposal

Notification:

All proposers.

RESOLUTION NO. 24-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDING A THREE-YEAR MAINTENANCE SERVICE AGREEMENT TO GREAT SCOTT TREE SERVICE, INC., WITH TWO OPTIONAL ONE-YEAR RENEWALS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City's maintains approximately 3,770 trees annually and performs emergency tree trimming and removal as needed; and

WHEREAS, the City conducted a formal request for proposal for tree trimming for trees requiring annual tree trimming and trees with a less frequent trimming cycle; and

WHEREAS, in May 2024, City staff public publicly advertised the City-Wide Tree Trimming Request for Proposals on the city's electronic bidding system Planet Bids;

WHEREAS, on May 23, 2024, four proposals were received ranging from \$310,619 to \$571,690; and

WHEREAS, City staff reviewed the proposals, conducted interviews with all four prospective bidders and rated them according to the weighted criteria listed in the Request for Proposals and determined that Great Scott Tree Service, Inc. ranked the highest and had the lowest price.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated fully herein.

SECTION 2. That based on review of the record as a whole, this project is categorically exempt from the California Environmental Quality Act under Class 1 (Existing Facilities, 14 CCR 15301) of the state CEQA Guidelines.

SECTION 3. That a Three-Year Maintenance Services Agreement is hereby awarded to Great Scott Tree Service, Inc.

SECTION 4. That the City Manager is authorized and directed to execute a Three-Year Maintenance Services Agreement with Great Scott Tree Service, Inc.

in the amount of \$310,619 for year one, \$319,937.57 for year two and \$329,535.70 for year three with an additional up to an annual \$60,000 per year for emergency as needed services, and two optional one-year extensions exercisable in the City Manager’s discretion, and in a form substantially similar to that presented to the City Council on November 19, 2024.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-174 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

CITY OF SAN CLEMENTE

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, located at 910 Calle Negocio, San Clemente 92673 ("City") and **GREAT SCOTT TREE SERVICE, INC.**, a **CALIFORNIA CORPORATION**, with its principal place of business at **10761 COURT AVE., STANTON, CA 90680** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **TREE** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **ANNUAL TREE MAINTENANCE SERVICES** dated **April 23, 2024** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **TREE** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **TREE MAINTENANCE SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **TREE** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **JANUARY 1, 2025 to JUNE 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Randy Little, Maintenance Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Scott P. Griffiths, President/CEO** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a maintenance project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to

the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with Local Water Quality Requirements. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of San Clemente Water Quality Improvement Plan ("WQIP"), the City of San Clemente Jurisdictional Urban Runoff Management Plan ("JURMP"), and the applicable Water Quality Management Plan ("WQMP"). These documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar with these documents and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

www.ocwatersheds.com

A copy of the San Clemente WQIP and JURMP are available on the internet at:

www.sccleanocean.org.

The City will provide a copy of any applicable project WQMP.

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, including all work necessary to reasonably complete the Services, at the rates set forth in Exhibit "E" attached hereto and incorporated herein by reference. **The total compensation for the initial term of the Agreement shall not exceed One Million, One Hundred Forty Thousand, Ninety-Two DOLLARS and Twenty-Seven CENTS (\$1,140,092.27), which includes an annual supplement of Sixty Thousand DOLLARS (\$60,000.00) for as needed emergency and additional services,** without written approval of City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give

written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "E" may be adjusted each year at the time of renewal as set forth in Exhibit "E."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: **GREAT SCOTT TREE SERVICE, INC.**
10761 COURT AVE.
STANTON, CA 90680
ATTN: SCOTT P. GRIFFITHS, PRESIDENT/CEO

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: **LAURA CAMPAGNOLO, CITY CLERK**
AND RANDY LITTLE, MAINTENANCE
MANAGER

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed electronically with the same force and effect as original, ink signatures.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20____

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

GREAT SCOTT TREE SERVICE, INC.,
a California corporation
("CONTRACTOR")

By: _____
Scott P. Griffiths, President/CEO

Dated: _____, 2024

By: _____
Steven J. Guzowski, Chief Financial
Officer

Dated: _____, 2024

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

SEE ATTACHED "SPECIFICATIONS ANNUAL TREE MAINTENANCE SERVICES"

DRAFT

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

See Attached List of Trees to be Trimmed by Fiscal Year

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or

reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Clemente (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL
(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY
(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature 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.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title(s)

 Title or Type of Document

- Partner(s)
 - Limited
 - General

 Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

 Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San Clemente (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work _____ described _____ as _____ follows: _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, 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 Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans,

specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL
(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY
(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature 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.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title(s)

 Title or Type of Document

- Partner(s)
 - Limited
 - General

 Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

 Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

EXHIBIT "E"
COMPENSATION

PRICE SCHEDULE FOR ANNUAL TREE TRIMMING

Year 1 (First Year of Contract) July 1, 2024 through June 30, 2025

Bid Item	Description	Quantity	Unit	Cost
1.	Annual Tree Trimming Same Trees Every Year	2,521	Trees	\$224,369.00
2.	Annual Tree Trimming Other City Trees (trimmed in addition, on multi-year rotating cycle)	1,250	Trees	\$86,250.00

Year 1 Total Cost \$310,619.00

Year 2 (Second Year of Contract) July 1, 2025 through June 30, 2026

Bid Item	Description	Quantity	Unit	Cost
1.	Annual Tree Trimming Same Trees Every Year	2,521	Trees	\$231,100.07
2.	Annual Tree Trimming Other City Trees (trimmed in addition, on multi-year rotating cycle)	1,250	Trees	\$88,837.50

Year 2 Total Cost \$319,937.57

Year 3 (Third Year of Contract) July 1, 2026 through June 30, 2027

Bid Item	Description	Quantity	Unit	Cost
1.	Annual Tree Trimming Same Trees Every Year	2,521	Trees	\$238,033.07
2.	Annual Tree Trimming Other City Trees (trimmed in addition, on multi-year rotating cycle)	1,250	Trees	\$91,502.63

Year 3 Total Cost \$329,535.70

Year 4 (Fourth Year of Contract) July 1, 2027 through June 30, 2028

Bid Item	Description	Quantity	Unit	Cost
1.	Annual Tree Trimming Same Trees Every Year	2,521	Trees	\$245,174.06
2.	Annual Tree Trimming Other City Trees (trimmed in addition, on multi-year rotating cycle)	1,250	Trees	\$94,247.70

Year 4 Total Cost \$339,421.77

Year 5 (Fifth Year of Contract) July 1, 2028 through June 30, 2029

Bid Item	Description	Quantity	Unit	Cost
1.	Annual Tree Trimming Same Trees Every Year	2,521	Trees	\$252,529.29
2.	Annual Tree Trimming Other City Trees (trimmed in addition, on multi-year rotating cycle)	1,250	Trees	\$97,075.13

Year 5 Total Cost \$349,604.42

RATES AND FEES FOR ADDITIONAL WORK

DESCRIPTION	UNIT	UNIT COST
Service Request Trimming, Palm Tree	Per Tree	\$179.00
Service Request Trimming, Other Tree less than 6" DCH	Per Tree	\$99.00
Service Request Trimming, Other Tree 6" to less than 12" DCH	Per Tree	\$199.00
Service Request Trimming, Other Tree 12" to less than 24" DCH	Per Tree	\$269.00
Service Request Trimming, Other Tree 24" and greater DCH	Per Tree	\$399.00
Tree and Stump Removal	Per DCH Inch	\$79.00
Stump Only Removal	Per Diam. Inch	\$29.00
Root Pruning	Per LF	\$29.00
Root Barrier Install	Per LF	\$29.00
Tree Planting, Palm tree	Per Foot BTH	\$199.00
Tree Planting, 24" box	Per Tree	\$469.00
Tree Planting, 36" box	Per Tree	\$1,359.00
Tree Watering	Per Hour	\$109.00
Crew Rental, per Specifications Section 38	Per Hour	\$238.00
Certified Arborist Consulting	Per Hour	\$179.00
Pest Control Application	Per Tree	\$149.00
Regular Hours Emergency Response, per Specifications Sect. 38	Per Hour	\$378.00
After Hours Emergency Response, per Specifications Section 38	Per Hour	\$378.00
Certified Arborist Tree Inspection and Report	Per Tree	\$699.00

Additional work and emergency services shall not exceed \$60,000 annually.

EXHIBIT "F"
WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 2024

GREAT SCOTT TREE SERVICE, INC.
Contractor

By: _____

Title

Address

DRAFT



TREE SERVICE PROPOSAL

Prepared For: City of San Clemente



RFP: Annual Tree Maintenance Services
May 23, 2024



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City of San Clemente
Attn: Randy Little
910 Calle Negocio
San Clemente, CA, 92673

RE: Annual Tree Maintenance Services

Dear Mr. Little,

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

We understand that the city intends to award an Annual Tree Maintenance Services contract to a contractor that will provide high quality tree care which will property maintain the city's urban forest. This contract will be an approximately five-year contract, beginning July 1, 2024 and extending through June 30, 2029.

Great Scott will be committed to providing services to maintain City-owned trees, primarily trimming about 3,500 trees annually and providing appropriate clean up and recycling and/or disposal of generated green waste. Approximately 2500 of these trees will be trimmed every year. We will provide other as-needed services include tree removal and planting, root pruning and root barrier installation, tree and stump removal, tree inventory and management, emergency on-call tree services and Certified Tree Arborist services.

Great Scott has been in business for over 48 years, and we are committed to performing all of our tree work with excellent quality at a fair price. We understand the significance of this partnership and are committed to exceeding your expectations. We believe the clientele we service and our quality of workmanship speaks for itself.

Within our proposal we have included a detailed outline of our company profile, resources, organization, work plan, experience, and the qualified management and field staff that will be designated to this project. Each member of the team has an extensive background in the Tree Care Industry and will serve as a great resource. To ensure that a project as important as yours receives the highest level of attention, we have assigned Certified Arborists, Kirk Hinshaw who will serve as your project manager and Raudel Gutierrez who will act as your Project Supervisor. Each person will have the authority to make decisions on behalf of the firm.

We will utilize our state-of-the-art inventory database, which offers a complete solution from service request to invoice. Our online access allows City Staff access and interaction so that we can work together on constructing an annual maintenance program that will look forward at not only the current year but will focus on the preservation of the City's Urban Forestry Plan for years to come.

COVER LETTER

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

Great Scott will be committed to perform and complete the proposed urban forestry maintenance program in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will not only meet, but rather exceed, the City's requirements.

Great Scott acknowledges receipt of all RFP addenda.

Great Scott guarantees all contents of this proposal including the "Cost and Price Proposal" shall remain valid for a period of no less than one ninety (90) calendar days.

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

Should you have any questions or require any additional information please do not hesitate to contact me.

Sincerely,



Scott Griffiths,
President/CEO
Great Scott Tree Service, Inc.
10761 Court Avenue, Stanton, CA 90680
Telephone: 714-826-1750
Email: sgriffiths@gstsinc.com
Cc: bbeller@gstsinc.com

Section 2. CONTRACTOR PROFILE

OUR VISION

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

ABOUT US

Great Scott Tree Service was started in 1976 with a pickup truck, a chain saw and a mission to provide high quality tree maintenance at a competitive cost. Over the years we have developed into a key member of the Southern California tree maintenance industry. Our business is focused on Municipalities and Commercial accounts in the Orange County and Los Angeles County Areas. We provide our customers with on-line computerized inventory with mapping; multi-year maintenance plans; scheduled tree maintenance; tree removal and planting; and full electronic tracking from Proposal through Invoicing. We stand on our reputation for excellent customer service and high-quality tree care in the tree service industry. Our Corporate offices have been located at 10761 Court Ave, Stanton, CA since 1987.



Great Scott Tree Service is an accredited Tree Care Industry Association (TCIA) member, and we currently employ over 145 qualified professionals including Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained and knowledgeable of the latest pruning standards and techniques. We have over 210 pieces of state-of-the-art equipment located at our Corporate Office/Green-Waste Recycle Center, North County Yard, and South County Yard.

FINANCIAL STABILITY

Great Scott Tree Service Inc. is operating at a current run rate of 18M+ per year and is seeing a consistent year-over-year growth rate of over 12% for the last 4 years. We currently have an operating line of credit of \$ 750K and an approved available additional Equipment financing of \$1.5M+. Reviewed Confidential Financial Statements are available for your evaluation associated with this proposal.

CONTRACTORS LICENSE

State of Certification: California
License Number: 556832
Entity: Corporation
Business Name: Great Scott Tree Service
Classifications: C61/D49 B C27
Expiration Date: 02/28/25



REGISTERED PUBLIC WORKS CONTRACTOR

DIR Registration Number: 1000004820
Expiration Date: June 30, 2025

Section 2. RESOURCES/CAPABILITIES

INTRODUCTION - GSTS owns a fleet of over 210 pieces of state-of-the-art equipment located at our yard in Stanton and a co-located green-waste recycling facility. With an average age of 4 years GSTS holds the most pristine and modern fleet in all Southern California. All applicable equipment used is OSHA certified, will be made available for inspection by the City, and meets all safety and functional requirements required by the State of California.

No.	Year	Make	Model	Tag #	AERIAL LIFT TRUCKS: 28
B23	2013	FRTLNL	XT	43557N1	
B24	2013	FRTLNL	XT	43558N1	
B25	2013	FRTLNL	XT	36561P1	
B26	2013	FRTLNL	XT	36562P1	
B27	2013	FRTLNL	XT	96515R1	
B28	2013	FRTLNL	XT	96516R1	
B29	2015	FRTLNL	XT	96517R1	
B30	2011	FRTLNL	M2	8Z84316	
B31	2006	INTERNAT	4700	26138V1	
B32	2016	FRTLNL	XT	10412Y1	
B33	2016	FRTLNL	M2	27425W1	
B34	2016	FRTLNL	M2	27426W1	
B35	2017	FRTLNL	M2	69583A2	
B36	2017	FRTLNL	M2	69595A2	
B37	2017	FRTLNL	M2	69584A2	
B38*	2017	FRTLNL	M2	52319F2	
B39*	2017	FRTLNL	M2	52318F2	
B40	2014	INTERNAT	4300	67038M1	
B41	2014	INTERNAT	4300	25903J1	
B42	2015	INTERNAT	4300	87915P1	
B43	2014	INTERNAT	4300	69867M1	
B44	2015	INTERNAT	4300	08181V2	
B46	2016	INTERNAT	4300	40838U1	
B47	2015	FRTLNL	M2	19499J2	
B48	2016	FRTLNL	M2	41701W1	
B49	2015	FRTLNL	M2	48664S1	
B50*	2021	FRTLNL	M2	72064D3	
B51	2021	FRTLNL	M2	TBD	



No.	Year	Make	Model	Tag #	DUMP TRUCKS: 35
D41	2012	FRTLNL	M2	17657E 1	
D42	2012	FRTLNL	M2	67889D1	
D43	2012	FRTLNL	M2	69596A2	
D44	2012	FRTLNL	M2	80788D1	
D45	2014	FRTLNL	M3	14224M1	
D46	2015	INTERNAT	4300	60583H2	
D47	2009	INTERNAT	4300	31707E 2	
D48	2009	INTERNAT	4300	81953F2	
D49	2014	INTERNAT	4300	24763J1	
D50	2014	INTERNAT	4300	88875M1	
D51	2014	INTERNAT	4300	24978J1	
D52	2014	INTERNAT	4300	24787J1	
D53	2013	FRTLNL	M2106	33028W2	
D54	2013	FRTLNL	M2106	33027W2	
D55	2013	INTERNAT	4300	33377W2	
D56	2013	INTERNAT	4300	33376W2	
D57	2013	FRTLNL	M2106	59490X2	
D58	2013	FRTLNL	M2106	66757X2	
D59	2014	FRTLNL	M2 4X2	78363A3	
D60	2014	FRTLNL	M2 4X2	78362A3	
D61	2016	INTERNAT	4300	40872U1	
D62	2016	FRTLNL	M2	77753A3	
D63	2015	FRTLNL	M2	7K8WWSG	
D64	2017	INTERNAT	4300	73370G2	
D65	2016	FRTLNL	M2	41732V1	
D66	2016	INTERNAT	MA025	68004C3	
D67	2015	FRTLNL	M2	17724UI	
D68	2014	FRTLNL	M2	85130D1	
D69	2015	FRTLNL	M2	22560S1	
D70	2015	FRTLNL	M2	TBD	
D71	2015	FRTLNL	M2	TBD	
D72*	2023	FORD	F650	63904M3	
D73*	2023	FORD	F650	63903M3	
D74*	2023	FORD	F650	63908M3	
D75	2023	FORD	F650	63900M3	



* DENOTES EQUIPMENT DEDICATED TO THIS CONTRACT.
 ** DENOTES AERIAL BOOM IN EXCESS OF (90) FEET.

Section 2. RESOURCES/CAPABILITIES

No.	Year	Make	Model	Tag #	CREW TRUCKS: 22
T26	2015	Dodge	Ram 1500	43688U1	
T27	2015	Dodge	Ram 1500	43687U1	
T28	2005	Ford	F250	7W23548	
T30	2015	Dodge	Ram 1500	43720W1	
T31	NA	NA	NA	NA	
T32	2016	Dodge	Ram 1500	45537X1	
T33*	2016	Dodge	Ram 1500	72931Z1	
T34*	2016	Dodge	Ram 1500	16944Z1	
T35	2007	CHEV	SIL 2500	8H20899	
T37	2019	CHEV	2500	74723P2	
T38	2011	CHEV	2500	64568S2	
T39	2013	CHEV	2500	64569S2	
T40	2017	CHEV	2500	64570S2	
T41	2014	CHEV	2500	41421U2	
T42	2015	CHEV	2500	55321U2	
T43	2019	CHEV	1500	70174U2	
T44	2019	CHEV	1500	70162U2	
T45	2014	INTERNAT	4300	24779J1	
T46	2019	CHEV	1500	49797W2	
T47	2020	ISUZU	NPR-HD	29370W2	
T48	2021	ISUZU	NRR	70894Z2	
T49	2022	CHEV	1500	80145K3	
T50	2022	CHEV	1500	16487R3	



No.	Year	Make	Model	Tag #	SALES VEHICLES: 16
S29	2012	TOY	PRIUS	6YJG557	
S31	2016	JEEP	JGC	7RWC909	
S32	2016	JEEP	JGC	8DEX900	
S35	2017	JEEP	JGC	7YTZ402	
S36	2018	JEEP	JGC	8FNS582	
S37	2018	CHEV	1500	15594R2	
S38	2019	TOY	PRIUS XL	8MJK422	
S39	2020	CHEV	1500	33960C3	
S40	2022	TOYOTA	HIGH XLE	9AGK088	
S41	2022	TOYOTA	HIGH XLE	9CFX814	
S42	2022	TOYOTA	HIGH XLE	9CFX812	
S43	2022	TOYOTA	HIGH XLE	9CUT538	
S44	2022	TOYOTA	PRIUS	9DDA503	
S45	2022	CHEV	SILVER	GSTSINC	



No.	Year	Make	Model	Tag #	CHIPPERS: 35
C30	2012	VERMEER	1800XL	SE615974	
C31	2012	VERMEER	1800XL	SE615973	
C32	2013	VERMEER	1500	SE639817	
C33	2013	VERMEER	1500	SE639819	
C34	2013	VERMEER	1500	SE639818	
C35	2013	VERMEER	1500	SE639768	
C36	2013	VERMEER	1500	SE639763	
C37	2013	VERMEER	1500	SE621154	
C38	2013	VERMEER	1500	SE639741	
C39	2013	VERMEER	1500	SE641223	
C40	2013	VERMEER	1500	SE639729	
C42	2013	VERMEER	1500	SE641244	
C43	2014	VERMEER	1500	SE641480	
C44	2014	VERMEER	1500	SE641256	
C45	2014	VERMEER	1500	SE698539	
C46	2014	VERMEER	1800XL	SE638108	
C47	2015	VERMEER	1800XL	SE698201	
C48	2016	VERMEER	1500	SE646237	
C49	2016	VERMEER	1500	SE646236	
C50	2016	VERMEER	1500	SE646238	
C51	2016	VERMEER	1500	SE650002	
C52	2016	VERMEER	1500	SE650000	
C53	2016	VERMEER	1500	SE650001	
C54	2016	VERMEER	1800	SE650003	
C55	2018	VERMEER	1800XL	SE703945	
C56	2018	VERMEER	BC1800XL	SE706553	
C57	2018	VERMEER	BC1500	SE703612	
C58	2019	VERMEER	BC1800XL	SE710834	
C59*	2019	VERMEER	BC1800XL	SE710833	
C60	2020	VERMEER	BC1500	SE712591	
C61*	2021	VERMEER	BC1800XL	SE661806	
C62	2021	VERMEER	BC1500	TBD	
C63*	2022	VERMEER	BC1800XL	SE738076	
C64	2022	VERMEER	BC1800XL	TBD	
C65	2022	VERMEER	BC1800XL	TBD	
C66	2022	VERMEER	BC1800XL	TBD	



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 ** DENOTES AERIAL BOOM IN EXCESS OF (90) FEET.

Section 2. RESOURCES/CAPABILITIES

No. Year Make Model Tag # Specialty Equipment: 78

No.	Year	Make	Model	Tag #	Specialty Equipment: 78
ROLLOFFS/BIN COMBO: 20					
R7	2013	INTER	Roll-Off	60034X1	
R8	2016	FRTLN	Roll-Off	96017D2	
R9*	2018	FRTLN	Roll-Off	99769N2	
BIN 4*	2014	CONSOL	BIN 6'	NA	
BIN 5-10, 12-14	2015	CONSOL	BIN 4'	NA	
BIN 11, 15-16	2017	CONSOL	BIN 8'	NA	
BIN 17-20	2022	CONSOL	BIN 8'	NA	
STUMP GRINDERS: 10					
G07	2011	VER	SC352	NA	
G08	2013	VER	SC802	NA	
G09	2014	VER	SC372	NA	
G10	2014	VER	SC372	NA	
G11	2016	VER	SC55T	NA	
G12*	2017	VER	SC552	NA	
G14	2019	VER	SC382	NA	
G15	2019	VER	SC382	NA	
G16	2021	VER	70TX	NA	
TRACTORS: 7					
TRAC 11	2006	CAT	928G	NA	
TRAC 12	2005	TOY	7FGCU25	NA	
TRAC 13	2014	Case	21E	NA	
TRAC 14	2016	Case	21E	NA	
TRAC 15	2017	Case	TR270	NA	
TRAC 16	2018	CAT	289	NA	
TRAC 17/T48**	2020	All Access	92HD	NA	
GATOR TRUCK: 6					
G3	2014	JOHN DR	GATOR	NA	
G4	2014	JOHN DR	GATOR	NA	
G5	2019	JOHN DR	GATOR	NA	
G6	2022	JOHN DR	GATOR	NA	
G7	2022	JOHN DR	GATOR	NA	
G8	2008	EZGO	TXT	NA	
TRAILERS: 21					
TR2	1965	BLK CAR	TRAILER	4BC8890	
TR8	2003	FLTBED	TRAILER	4KL8285	
TR10	2011	BUTLER	TRAILER- G7	4LL6089	
TR12	2012	RONCO	Trailer	4ML1114	
TR13	2014	BUTLER	Trailer - G9	4NJ9969	
TR14	2015	DV TRL	Trailer	4NT2415	
TR15	2015	DV TRL	Trailer	4NT2409	
TR16	2014	BUTLER	Trailer - G10	4NL8999	
TR17	2013	BIG TEX	Trailer Heavy	4PP6979	
TR18	2016	BIG TEX	Water Trailer	4PW3183	
TR19	2017	BUTTLER	TILT BED	4PY5794	
TR20	2017	BIG TEX	FLAT BED	4RE7097	
TR21	2017	BUTTLER	Trailer	4RA9174	
TR22	2017	DVTRA	Trailer	4RT3118	
TR23	2003	CARSO	Trailer	1KT7228	
TR24	2019	DV Trailers	Trailer	4TB1802	
TR25	2019	DV Trailers	Trailer	4TB1803	
TR26	2019	Butler	Trailer	4TA3080	
TR27	2019	Butler	Trailer	4TA3082	
TR28	2021	Butler	LT712 Trailer	AV28F36	
TR29	2022	DV TRL	VANGUARD	4VG1313	
ARROW BOARDS: 14					
AB6	2013	Wanco	WANCO	SE627182	
AB7	2010	Wanco	WANCO	TBD	
AB8	2013	Wanco	WANCO	SE627179	
AB10	2013	Wanco	WANCO	SE627181	
AB13	2014	Wanco	WANCO	SE627196	
AB14	2014	Wanco	WANCO	SE653827	
AB15	2014	Wanco	WANCO	SE653828	
AB17	2017	Wanco	WANCO	SE676084	
AB18*	2018	Wanco	WANCO	SE695784	
AB19*	2018	Wanco	WANCO	SE695782	
AB20*	2018	Wanco	WANCO	SE695783	
AB21	2019	Wanco	WANCO	SE638251	
AB22	2019	Wanco	WANCO	TBD	
AB23	2019	Wanco	WANCO	TBD	



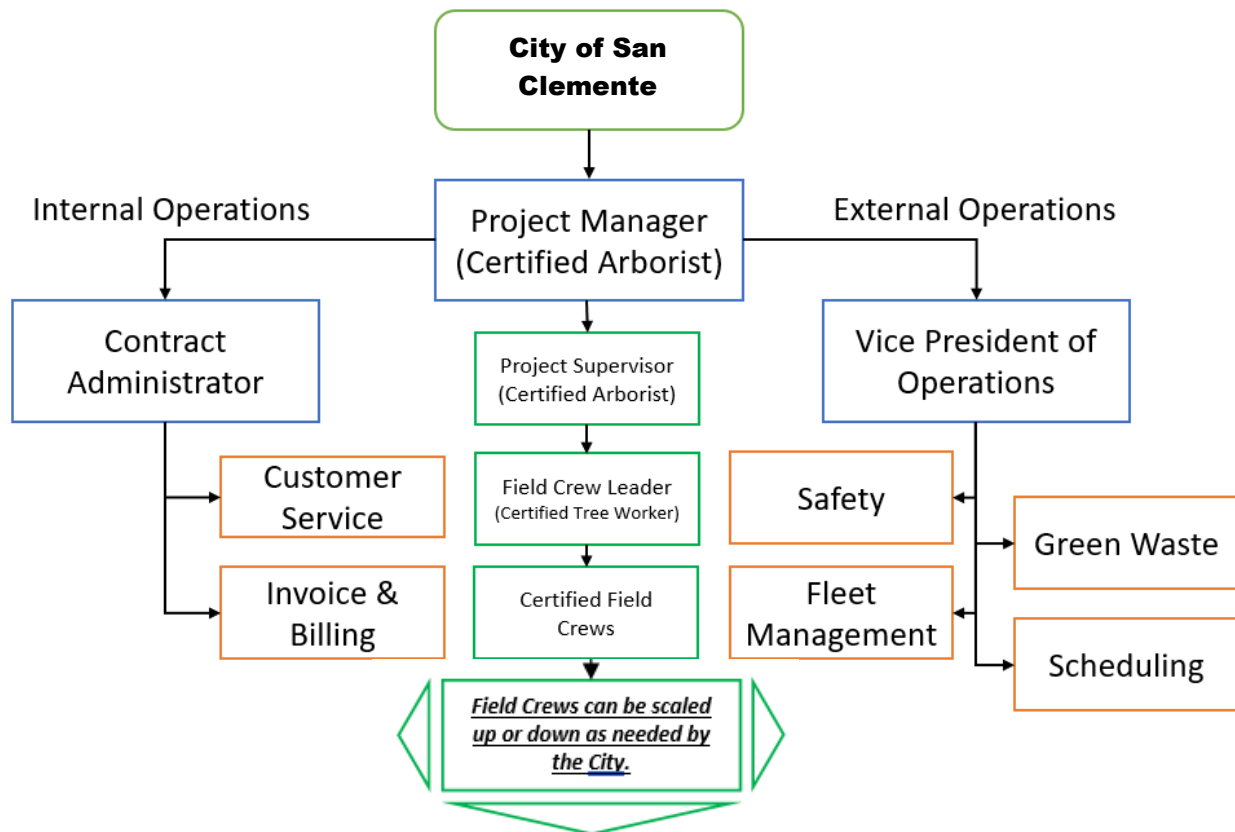
* DENOTES EQUIPMENT DEDICATED TO THIS CONTRACT.
 ** DENOTES AERIAL BOOM IN EXCESS OF (90) FEET.

INTRODUCTION – Great Scott Tree Service, Inc. is a family-owned and operated company located at 10761 Court Ave, Stanton, CA since 1987. We currently employ over 145 qualified professionals out of our Orange County based Headquarters; including Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained and knowledgeable of the latest pruning standards and techniques.

DEDICATED STAFF

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

GREAT SCOTT TREE SERVICE ORGANIZATION CHART



KEY PERSONNEL

Scott P. Griffiths,
President / Founder

**Professional Registration**

ISA, Certified Arborist #WE-0901AM

ISA, Certified Municipal Arborist

Mr. Griffiths founded Great Scott Tree Service, Inc. in 1976. As President, Scott oversees the complete operation of the company. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the past 47 years, Scott has developed a successful company on the foundation of customer satisfaction, safe operations, and quality tree care.

Kirk Hinshaw
Vice President of Operations

**Professional Registration**

ISA, Certified Arborist #WE-1475A

Credentialed Treecare Safety Professional (CTSP)

Kirk Has worked in the tree care industry for over 35 years. He is a graduate from Southern Illinois University where he received his degree in Forest Resource Management. Kirk plays a key role in making sure our operations are providing the finest quality tree care in the most efficient way.

Jeanie Roulson,
Vice President of Internal Operations



Jeanie Roulson is our Director of Internal Operations. Her responsibilities include but are not limited to ensure that process and communication flow from customers to GSTS remain open and efficient and to ensure work is getting processed in a timely manner. She has been with GSTS for 15 years and her friendly, attentive, and timely manner make her a great asset to both us, and the clients that she serves.

Jaime Meza,
Safety Coordinator



Professional Registration

*ISA Certified Arborist #WE10874AT
HAA Certified Aerial Rescue Instructor, HAA Certified EHAP
Certified FA/CPR-AED*

Jaime brings over 30 years of experience and a passion for giving back to the industry. As Safety Coordinator he is responsible for the implementation of appropriate safety measures and upholding of quality work standards on the part of field employees.

Raudel Gutierrez,
Lead Project Supervisor



Professional Registration

*ISA, Certified Arborist # WE-10588A
HAA Certified Aerial Rescue, HAA Certified EHAP
Certified FA/CPR-AED, Wildlife Certified, Traffic Control & Flagger Certified*

Raudel has over 20 years of experience in the Tree Maintenance Industry. As the Lead Project Supervisor, it is his role to oversee all of the crews in the field and to ensure work is being completed to standards in a safe and efficient manner. As an ISA Certified Arborist, Daniel fully understands the requirements that are needed to ensure the health of trees.

Daniel Ruelas,
Back-Up Project Supervisor



Professional Registration

*ISA, Certified Arborist + Tree Worker # WE-10688A
HAA Certified Aerial Rescue, HAA Certified EHAP
Certified FA/CPR-AED, Wildlife Certified, Traffic Control & Flagger Certified*

Daniel has over 20 years of experience in the Tree Maintenance Industry. As the Backup Project Supervisor, it is his role to oversee all the crews in the field and to ensure work is being completed to standards in a safe and efficient manner in the unlikely event that Daniel is unavailable. As an ISA Certified Arborist, Raudel fully understands the requirements that are needed to ensure the health of trees.

Brenton Beller
Contract Administrator



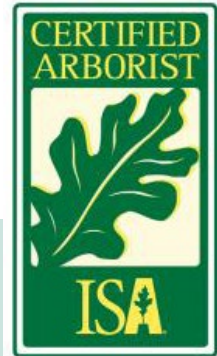
Brent has been with Great Scott Tree Service, Inc. for 14 years. He will oversee the review and execution of maintenance agreements, acquisition of all applicable certificates, bonds, licensing and permits required by the City. Ongoing duties will include monthly tracking of contract budgets, coordination of collaboration meetings, and progress reports to promote successful long-term partnerships.

Section 3. PROJECT ORGANIZATION

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

TCIA ACCREDITATION - Great Scott Tree Service is an accredited TCIA member and you're your Project Manager, Kirk Hinshaw serves as our Certified Treecare Safety Professional (CTSP). TCIA Accreditation is a third-party consumer confidence verification program administered by the Tree Care Industry Association (TCIA) – America's oldest and most respected tree-care trade association. Accreditation helps consumers identify qualified tree care companies who conduct business in a safe, legal and ethical manner.

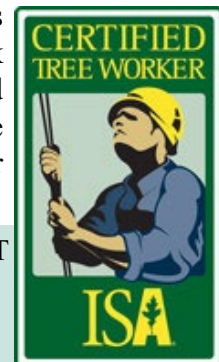
CERTIFIED ARBORISTS - The International Society of Arboriculture (ISA) through research, technology, and education, promote the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. The ISA offers a rigorous program which our certified arborists have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



Arvizu, Enrique	WE-10530A	Hinshaw, Kirk	WE-1475A
Cornish, Garrett	WE11315A	Mello, Chris	WE-9501A
Griffiths, Scott	WE-0901AM	Meza, Jaime	WE-10874AT
Gutierrez, Raudel	WE-10588A	Ruelas, Daniel	WE-10688A
Gutierrez, Servando	WE-11081AT	Tran, Ba	WE-6543A

*AM denotes Certified Municipal Specialist
 *AU denotes Certified Utility Specialist

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



Arvizu, Enrique	2103C	Lopez, Paulino	WE- -11337T
Cruz, Jose L.	WE-11481T	Ortiz, Jose L.	WE-11038T
Escobedo, Jesus	859C WE-10824T	Ruelas, Daniel	WE-10688A
Gonzalez, Ruben	WE-12334T	Vallejo, Jose	WE-11077T
Gutierrez, Servando	2262C	Vergara, Pablo	WE-8279T

Section 3. PROJECT ORGANIZATION

CA CONSULTING ARBORISTS

Meador, Chris
Simms, Susan

CA PEST CONTROL ADVISOR

Paul Web 71020
Susan Simms

QUALIFIED TREE RISK ASSESSOR

Griffiths, Scott
Hinshaw, Kirk

QUALIFIED APPLICATORS LICENSE

Agustin Dominguez 100829
Paul Webb 96325
Chris Mello 145160

TCIA SAFETY PROFESSIONAL

Hinshaw, Kirk

MUNICIPAL ARBORIST

Scott Griffiths WE-10642BA

AERIAL RESCUE CERTIFIED

Employee Count: 53

CPR/FIRST AID CERTIFIED

Employee Count: 54

WILDLIFE CERTIFIED

Employee Count: 22

TRAFFIC CONTROL CERTIFIED

Employee Count: 11

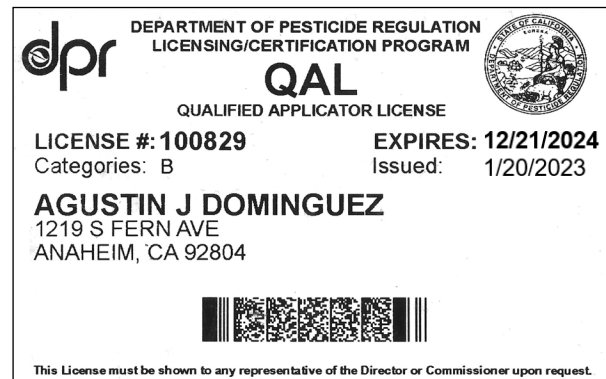
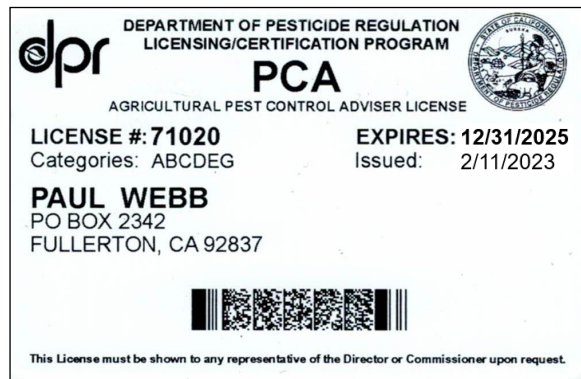
CONTRACTORS LICENSE

State of Certification: California
License Number: 556832
Entity: Corporation
Business Name: Great Scott Tree Service
Classifications: C61/D49 B C27
Expiration Date: 02/28/25



REGISTERED PUBLIC WORKS CONTRACTOR

DIR Registration Number: 1000004820
Expiration Date: June 30, 2025



PROPOSED SUBCONTRACTOR'S

Company Name: RCM Arbor Consulting
Address: 25422 Trabuco Road, Suite 105-310, Lake Forest, CA 92630
License No.: ISA #WE 5668 A
Authorized Representative: Chris Meador
Contact Number: (714) 305-7878
Email Address: rcmarbor@gmail.com
DIR No.: 10000697298

Subcontractor Function: Consulting Arborist
Subcontractor's Professional Experience: RCM Arbor Consulting offers 40 years of experience. Chris Meador has been an ISA Certified Arborist #We5668a Since 1999 and an ISA Qualified Tree Risk Assessor Since 2010. Core services offered are Tree Care Consultation, Arborist Reports, Tree Pruning Programs, Tree Health Care Plans, Tree Risk Assessment & Hazard Reports, Expert Witness Testimony & Depositions, Tree Disease And Pest Control, Tree Inventories And Evaluations, Tree Value Appraisal Reports, Contractor Oversight, and Independent Third Party Reports

Company Name: RPW Services, Inc.
Address: 2473 E. Orangethorpe Avenue, Fullerton, CA 92873
License No.: 942173
Authorized Representative: Paul Webb
Contact Number: (714) 870-6352
Email Address: pwebb@rpwservicesinc.com
DIR No.: 1000014072

Subcontractor Function: Tree Pest Control
Subcontractor's Professional Experience, Qualifications, and Training: RPW Services, Inc. has been in business since 1987. We specialize in Tree, Landscape, Turf, weed, aquatic, health related (mosquitos and black fly), pests, etc. PCA since 1987, City of Newport Beach tree and Paul Webb has been a plant health care provider since 1994. RPW employs 16 applicators, 5 Advisors/ ISA CA, Variety of application methods used

Company Name: Senna Tree Company
Address: 9255 Sunland Blvd., Sun Valley, CA 91352
License No.: 731721
Authorized Representative: John Mote
Contact Number: (818) 957-5755
Email Address: john@sennatree.com
DIR No.: 1000026682

Subcontractor Function: Crane Rental with Operator
Subcontractor's Professional Experience, Qualifications, and Training: John Mote is a second generation Arborist (former climber) and NCCCO certified crane operator, from 1985 to 1997 he worked for the tree Moving division of Valley Crest Tree Co who owned a fleet of cranes and rented cranes up to 350 ton capacity. As an Owner of a fleet of 5 hydraulic cranes from 30 to 175-ton capacity since 1997, he brings 35 years crane experience to our team which includes many key employees with equal or a decade or more on the job crane experience.



INTRODUCTION – Great Scott Tree Service appreciates the importance of maintaining the City of San Clemente’s urban forest and will do so with high quality tree care practices so that all your living assets will be properly maintained. We understand that the city intends to award an approximately five-year contract for this work, beginning July 1, 2024 and extending through June 30, 2029.

Great Scott will be committed to providing services to maintain City-owned trees, primarily trimming about 3,500 trees annually and providing appropriate clean up and recycling and/or disposal of generated green waste. Approximately 2500 of these trees will be trimmed every year. We will provide other as-needed services include tree removal and planting, root pruning and root barrier installation, tree and stump removal, tree inventory and management, emergency on-call tree services and Certified Tree Arborist services.

All work on the following arterial streets shall be limited to between 9:00 AM and 3:30 PM: Avenida Pico, El Camino Real, Avenida Vista Hermosa, Avenida La Pata, Avenida Talega, Camino De Los Mares, Camino De Estrella, and Camino Vera Cruz

Great Scott will provide highly trained personnel to oversee the tree maintenance services which will include Kirk Hinshaw who will serve as your Contractor’s Representative, Raudel Gutierrez who will be your acting Project Supervisor, and multiple Crew Foreman who will meet with the City’s Representative on a biweekly basis.

These services for the urban forestry maintenance program will be done in a thorough and professional manner providing all labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner.

LOCAL CONDITIONS – Several members of Great Scott including your assigned Contractor Representative and Project Supervisor spent multiple days driving throughout the City to familiarize themselves with your urban forest and the following observations were made which will be incorporated into the services and objectives that we will provide.

- The pier area requires a great deal of traffic control as it is a very busy pedestrian and vehicle area with tight streets and parking. We will provide the city with certified traffic control personnel who will be familiarized with this area prior to commencement of operations.
- The south part of the city has been developed differently with “No” sidewalk easement. Special care will be taken to work with residents in these locations as the city’s trees are close to homes and personal landscapes.
- The trees in the northern part of the city, south of the 5 Freeway, and Downtown appear to be more “manicured” areas that will require special attention and coordination with city staff to establish the desired pruning patterns for detailed work in advance. We will also take special consideration to work with the many shops and businesses that call this confined area home.
- The northern part above the 5 Freeway, are medium sized trees woven through many HOAs, some of which we have maintained in the past.

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

PHASE 1: CONTRACT ADMINISTRATION

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

PHASE 2: OPERATIONAL PREPERATIONS

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

PHASE 3: MOBILIZATION

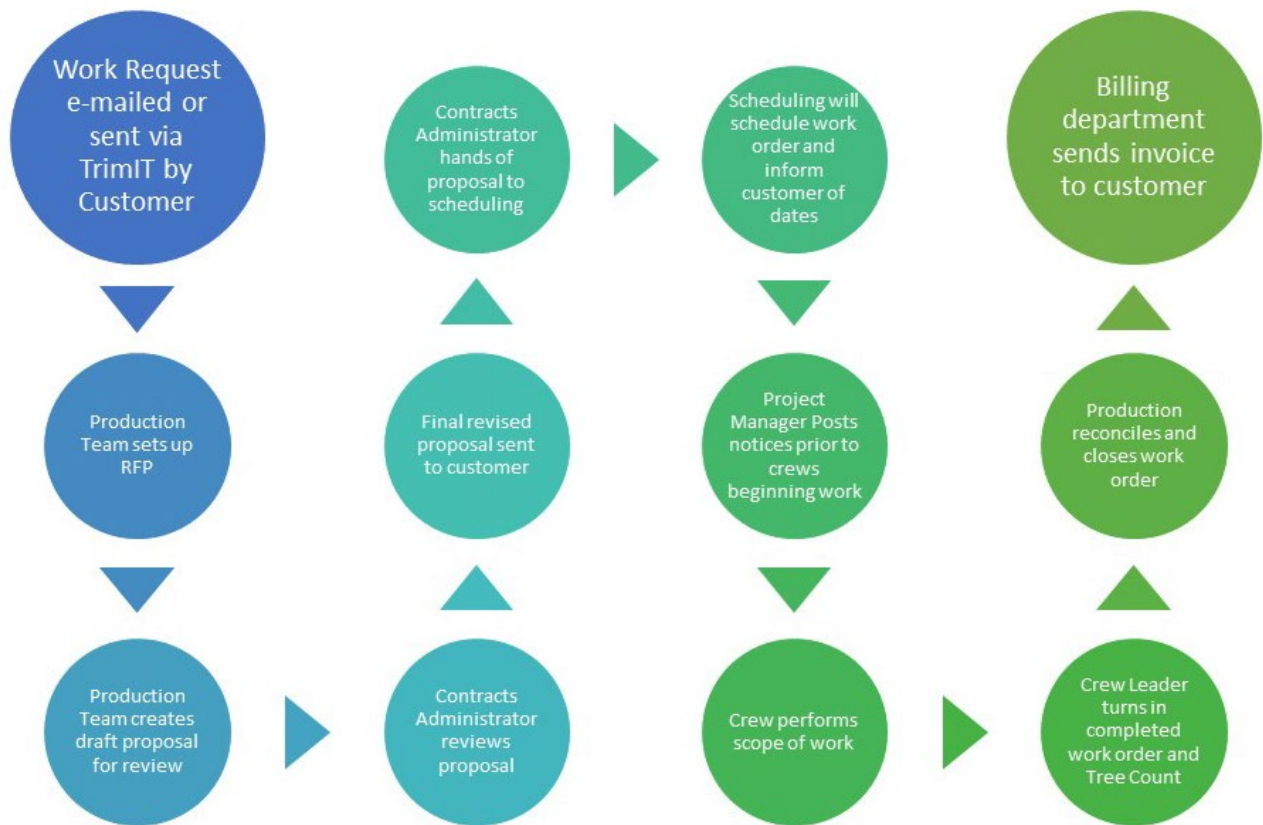
- Scheduling confirmations including work start date, location, scope, and crew's configuration will be sent to City Staff for approval.
- Public Notices will be mailed in a timeframe and format approved by the city.
- English-Speaking ISA certified crew will arrive on site, on time, & ready for the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

PHASE 3: MOBILIZATION (continued)

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

PHASE 4: CONTINUED IMPROVEMENT

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



SERVICES OFFERED - *Great Scott Tree Service, Inc.* is a full-service operation equipped and qualified to provide you with the best solutions for all of your tree maintenance needs. GSTS will deliver a level of quality that meets or exceeds the International Society of Arboriculture (ISA) standards. We are dedicated to providing tree services that results in a neat, clean and attractive appearance to trees and associated sites serviced. Below is an overview of the most common tree maintenance services that we can provide.

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

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

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

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

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

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

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

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

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

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

TREE REMOVAL consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system. Removals will be completed per monthly lists or individual service requests submitted by the City's authorized representative. With advanced notice GSTS will identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. GSTS will maintain control of the tree and its parts at all times; branches, limbs and trunk sections will be carefully lowered to the ground so as to avoid damage of any type caused by free-falling items. Immediately following the removal, stumps, including the root flare and surface roots shall be ground to a depth in accordance with ANSI Z133 Standards and City of San Clemente Specifications. If any work requires excavation, the GSTS will be responsible for appropriate notification of Underground Service Alert (USA).

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

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

NOTIFICATION - Prior to the commencement of any nonemergency work at any tree site, the Contractor shall, by mailing, notify residents and/or businesses of scheduled tree operations that shall be performed and the anticipated time frame during which the work shall be performed. In addition, Contractor shall provide and post "No Parking" signs 72 hours in advance with signs that show dates, times, and maintenance to be performed. In no case will signs ever be posted onto a City Tree.

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

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

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

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

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

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

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

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

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

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

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

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

SAFETY PROGRAM - We take pride in our continual commitment to safety. It is important for the health and welfare of our employees as well as the communities that we serve. We employ a full time Risk Manager and Field Safety Supervisor. Our industrial safety record is outstanding. On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff abides by Cal-OSHA policies, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements. While we do perform safety training on an annual and quarterly basis, that is not enough. Our crew leaders discuss safety issues on a bi-weekly basis with the management team. Furthermore, crew leaders review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew.

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

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

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

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

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

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

EMPLOYEE COVERAGE

As your Tree Care Provider, one of our most important responsibilities is creating a stable and reliable workforce. We achieve this by implementing redundancies at every staffing level. With over 145 workers centrally located in Orange County we have the field resources and internal scheduling professionals to provide you with well trained and certified replacements before any disruptions occur. If the City of San Clemente were to award us with the Tree Maintenance Services contract we are prepared to provide you with certified field workers consisting of groundmen, Tree Trimmers, and Senior Tree Workers scaled up and down based on the City's tree maintenance needs. A general Grid Pruning Crew would consist of one (1) Senior Tree Trimmer, two (2) Tree Climbers/ Bucket Operators, and two (2) Groundmen. A Palm Trimming crew will consist of general crew scaled up by additional men as needed. We will also provide standby crews of three (3) to seven (5) men as needed for Tree Removal and Planting.

INCIDENTS & COMPLAINTS - Great Scott Tree Service, Inc. understands that the best way to deal with deficiencies or incidents and complaints is to avoid them completely. However, on the rare occasion that occurrences of this nature may happen our Foreman will immediately notify the Customer Service Department, who will log it into our database, report it to the City Representative and Property Owner within 24 hours, and perform all corrective measures or repair within 48 hours. Any complaints will be handled in a similar fashion. The Customer Service Department will log it into the database and schedule a meeting between the complainant and our District Manager within 24 hours and perform corrective measures within 48 hours.

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

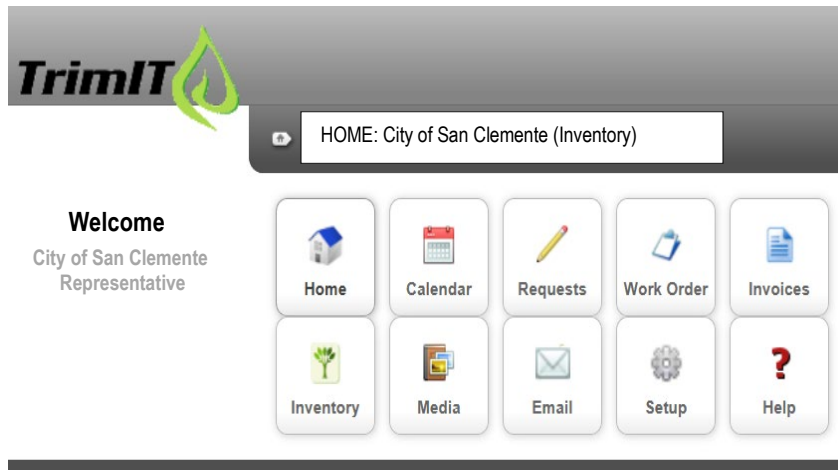
- *An Executive Project Manager who will be dedicated to the success of your project. Your project manager will be responsible for understanding, outlining, and implementing all your expectations under this contract. This person will always have the authority to do all that is necessary to create the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

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

WEB-BASED INVENTORY PROGRAM

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

ONLINE ACCESS

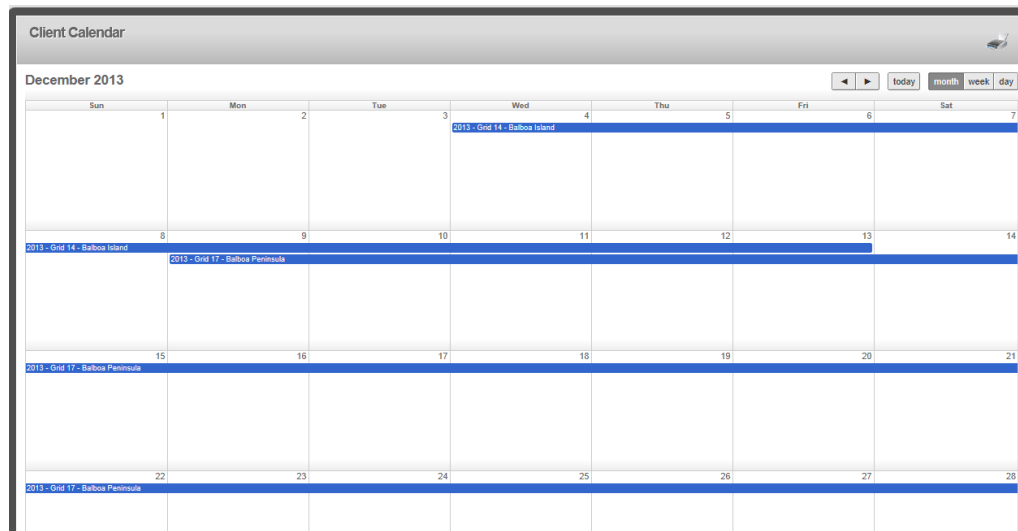


TrimIT offers 24-hour online access to your tree inventory database. Its intuitive design will make the user feel right at home with its web-based interface. The database allows the user to query the data on a variety of fields and conditions that is designed for the tree professional not the computer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

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

INTERACTIVE JOB CALENDAR

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



WORK REQUESTS

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

WORK ORDERS

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

Scheduled Work	4/15/14 - 8/29/14		
Description	Start	Total	
2014 West Cliff Revised	4/15/14	\$ 126,862	
2014 June Planting Request (PR35414)	6/03/14	\$ 35,735	
2014 Grid 22 (Santa Ana Heights) Revised	6/03/14	\$ 18,048	
2014 City Wide Corals	6/16/14	\$ 7,248	
2014 City Wide Ficus	6/16/14	\$ 53,664	
2014 Grid 3 (Buffalo Hills)	6/24/14	\$ 101,472	
2014 Lower Castaways Park	6/26/14	\$ 3,132	
2014 Removal at Port Cardigan Place	6/26/14	\$ 484	
2014 Stump removal @ 1606 Westcliff (WR35418)	6/30/14	\$ 252	
2014 Service Request at Via Genoa	7/01/14	\$ 58	
2014 Grid 3 (Buffalo Hills) Parks	7/07/14	\$ 101,808	
2014 Remaining Grid 12 (CDM)	7/14/14	\$ 6,864	
2014 Remaining Palms left at Fashion Island	7/17/14	\$ 576	
2014 Plant at Main Library Parking Lot	7/28/14	\$ 695	
2014 Planting at 1638 Galaxy Drive	8/11/14	\$ 695	

INVOICING / WORK HISTORY

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

Work Request

Send to Great Scott

WR35360 Map Send Print Eucs on Poppy (between PCH and 5th) Status Pending Created 3/14/14 Trees 48 Total \$2,304.00

Work Request Lines Requested Items

SPECIES CHANGE Go SIZE CHANGE Go SERVICE CHANGE Go

Inventory List

Tree ID	Area	Species	SizeCode	Service Type	Price	
1082866	12	Eucalyptus - Desert Gum 616 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082870	12	Eucalyptus - Desert Gum 712 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082871	12	Eucalyptus - Desert Gum 714 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082874	12	Eucalyptus - Desert Gum 724 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082875	12	Eucalyptus - Desert Gum 730 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082876	12	Eucalyptus - Desert Gum 734 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082878	12	Eucalyptus - Desert Gum 717 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>
1082880	12	Eucalyptus - Desert Gum 715 POPPY AV (Front-1)	'19-24	Grid Pruning	48.00	<input checked="" type="checkbox"/>

TREE INVENTORY

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

GPS MAPPING

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

GIS CAPABILITIES

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

Detail Notes Images Documents

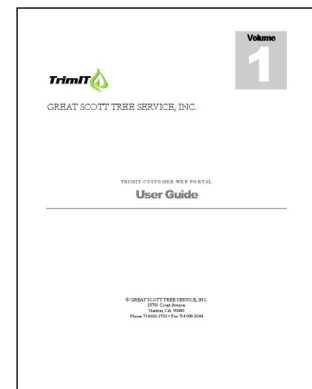
Inventory Detail	
Tree ID	8655249
District	3
Area	3
Address	1950 VISTA DEL ORO
Side/Site	F - 1
Alt Address	
Tree Species	Quercus agrifolia / Oak - Coast Live
Common Name:	Coast Live Oak
Size	0-6
Height	
Grow Space	
Space Size	
Overhead Utility	
Sidewalk Damage	
Service Type	Grid Pruning
Estimated Value	\$690.00
Next Date	06/14

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

Date	Time	Person	Note	Notes	
Service History					
Ref#			Date	Service	Price
Scheduled WO		74586	6/24/14	Grid Pruning	48.00

TRAINING

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



CONTACT

For more information regarding TrimIT please contact our IT specialist, Jordan Kim. Jordan can be reached at (714) 826-1750 Ext: 327.

WILDLIFE PROTECTION PLAN

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

NESTING SEASON

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

GENERAL GUIDELINES

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

TLC WILDLIFE AWARE CERTIFIED

TLC Wildlife is a field approach to wildlife laws, ID, & preservation techniques for professionals in the Green Industry including Arborists, Landscape Contractors, & Municipality Employees. Great Scott Tree Service understands the importance of the wildlife within the urban forest and will always provide the City of San Clemente with certified crews having the skills necessary to make safe, logical, & ethical plans of action involving the wildlife that reside in the trees they work on every day. Below is a list of certified employees.



- | | |
|---------------------|----------------|
| Arvizu, Enrique | Jiminez, Luis |
| Cornish, Garrett | Leon, Salvador |
| Cruz, Jose | Lopez, Paulino |
| Darden, Stephen | Meza, Jaime |
| Escobedo, Jesus | Ortiz, Jose |
| Gonzalez, Ruben | Ruelas, Daniel |
| Griffiths, Scott | Santos, Jose |
| Gutierrez, Raudel | Torres, Luis |
| Gutierrez, Servando | Vergara, Pablo |
| Hinshaw, Kirk | |



POLYPHAGOUS SHOT HOLE BORER (PSHB) is a beetle smaller than a sesame seed that burrows into the tree, it inoculates the host plant with the fungus which is carried in the female beetle's mouthparts. The beetle and fungus have a symbiotic relationship the fungus attacks the vascular tissue of the tree, blocking the transport of water and nutrients from the roots to the rest of the tree and eventually causing branch dieback, or tree death.



CHARACTERISTICS OF THE PSHB:

- The female is larger- .1 inch, has wings and will fly from tree to tree spreading fungus.
- The male is much smaller .05 inch doesn't fly, stays in one tree feeding on fungus.
- The beetle larva live in galleries within the tree and feed on the fungus.
- The impact of this problem is under investigation, the disease continues to spread.

A HISTORY AT UCI

The University of California, Irvine noticed a problem in 2014 and within a year we had a plan in place to respond. We began by taking inventory of all their trees, Inspected and reported on any infestation then they began treating and removing heavily infested trees. There are over



Infested tree, dark brown spot is dead tree

30,000 trees throughout the UCI campus and 75 species have been attacked. In partnership with an Environmental Horticulture Advisor, Great Scott Tree Service, Inc. removed over 300 heavily infested trees and prepared samples for study. Hundreds of other trees were identified with various stages of infestation and are being treated and monitored. There are a couple of “short-term” solutions which need to be applied every two years which include beetle/fungal symbionts (truck spray, systemic soil injection, fungk injection), natural enemies Entomopathogen fungi and Endophytic bacteria/fungi, and attract and kill traps.

FINDING A NATURAL ENEMY OF THE BEETLE IS A “LONGTERM” SOLUTION.

INTRODUCTION

Over the past 25 years we have placed focus on the expansion of our municipal division and are successfully continuing to do so. The Company currently employs over 140 qualified professionals including ISA certified arborists and tree workers. We are fully bonded and licensed under the State of California and we are a Registered Public Works Contractor, registered with the Department of Industrial Relations (DIR). The Company’s services include tree maintenance and management services including but not limited to complete tree trimming, safety trimming, tree removals, planting, watering, emergency response and GPS Inventory services. The Company’s flagship online inventory program – TrimIT, provides the tree manager with tools to view past work history, track current budget and scheduling plans, and project future maintenance costs. Below is a sample listing of some of our larger contracts we have performed:



MUNICIPALITIES

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

EDUCATION

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

COMMERCIAL

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

PRIVATE

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

Section 5. RELATED EXPERIENCE

CONTRACTS: IN-PROCESS

PROJECT OWNER: City of Aliso Viejo
PROJECT NAME: Tree Maintenance Services
ANNUAL CONTRACT AMOUNT: \$42,000
BASE TERM: July 1, 2021 – June 30, 2024
OPTION YEARS: (2) 1-Year Terms
CONTRACT END: June 30, 2026
PROJECT CONTACT: Quang Le
CONTACT TITLE: Associate Engineer
PHONE, FAX, EMAIL: 949.425.2531 / 949.425.3899 / QLe@avcity.org



SCOPE OF WORK: Tree Maintenance Services for City Trees fifteen feet in height and over. General 1 year trimming cycle with Palms and Olives trimmed two times per year at City Hall, Parks, Landscaped Medians, and Facilities throughout the City of Aliso Viejo.

PROJECT OWNER: City of Cypress
PROJECT NAME: Citywide Tree Maintenance Services
ANNUAL CONTRACT AMOUNT: \$275,000/Year
BASE TERM: July 1, 2023 – June 30, 2026
OPTION YEARS: (3) 1 Year Terms
CONTRACT END: June 30, 2029
PROJECT CONTACT: Jose Guerra, Maintenance Superintendent
PHONE, FAX, EMAIL: 714.229.6760 / jguerra@cypressca.org



SCOPE OF WORK: Provide annual services for maintenance, trimming, removal, replacement, and GPS inventory updates / management of over 14,000 sites within the City's Community Forest.

PROJECT OWNER: City of Fountain Valley
PROJECT NAME: Tree Maintenance Services
CONTRACT NUMBER: 21-19
ANNUAL CONTRACT AMOUNT: \$335,500
BASE TERM: July 1, 2021 – June 30, 2023
OPTION YEARS: (2) 2-Year Terms
CONTRACT END: June 30, 2027
PROJECT CONTACT: Gilbert Lopez
CONTACT TITLE: Public Services Supervisor
PHONE, FAX, EMAIL: 714.593.4612 / gil.lopez@fountainvalley.ca.gov



SCOPE OF WORK: Provide tree maintenance services for the City in pre-designated areas of the City. Work areas include, but are not limited to, parkways, arterial medians, right-of-ways, parks, civic facilities, sloped areas, and nature trails. Tree maintenance shall consist of, but not be limited to Trimming, Tree and Stump Removal, Tree Planting, GPS Tree Inventory Management and Emergency Tree Services of the ~12,000 trees within the City on a general 3-year cycle.

Section 5. RELATED EXPERIENCE

PROJECT OWNER: City of Irvine
PROJECT NAME: Tree Maintenance in the City of Irvine
CONTRACT NUMBER: IFB 22-3183
ANNUAL CONTRACT AMOUNT: \$3,099,650/Year
BASE TERM: September 1, 2022 – August 31, 2026
OPTION YEARS: (4) 1-Year Terms
CONTRACT END: August 31, 2030
PROJECT CONTACT: Aaron Reece
CONTACT TITLE: Landscape Maintenance Supervisor
PHONE, FAX, EMAIL: 949.724.7619 / areece@cityofirvine.org
SCOPE OF WORK: Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the ~57,500 trees within the City's urban forest.



PROJECT OWNER: City of Long Beach
PROJECT NAME: Tree Trimming Services for Parks, Marina, Beach, and Open Space
CONTRACT NUMBER: PR19-126
ANNUAL CONTRACT AMOUNT: \$970,025.00/Year
BASE TERM: April 1, 2020 – March 31, 2022
OPTION YEARS: (3) 1-Year Options
CONTRACT END: March 31, 2025
PROJECT CONTACT: Jeffrey King
CONTACT TITLE: Park Maintenance Supervisor
PHONE, FAX, EMAIL: 562.570.1592 / 562.570.8535 / jeff.king@longbeach.gov
SCOPE OF WORK: Annual services for maintenance, removal, and replacement of trees within Parks (163 Sites), Beach Areas (7 Sites), Marinas (9 Sites), and MTA Right-of-Way (Various Sites). Maintain and update the Cities GPS inventory of ~36,000 trees within the City Parks.



PROJECT OWNER: City of Newport Beach
PROJECT NAME: Tree Maintenance / Service Agreement
CONTRACT NUMBER: NA
ANNUAL CONTRACT AMOUNT: \$1,747,556/Year
BASE TERM: November 13, 2013 – June 30, 2024
OPTION YEARS: (3) 2-Year Periods
CONTRACT END: June 30, 2030
PROJECT CONTACT: John Nelson
CONTACT TITLE: City Arborist
PHONE, FAX, EMAIL: 949.644.3197 / jjnelson@newportbeachca.gov
SCOPE OF WORK: Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the estimated 35,000 trees within the City's urban forest.



Section 5. RELATED EXPERIENCE

PROJECT OWNER: County of Orange Public Works
PROJECT NAME: Tree Maintenance & Tree Pest Management Services
CONTRACT NUMBER: MA-080-18011421
ANNUAL CONTRACT AMOUNT: \$1,615,000/year
BASE TERM: June 18, 2018 – June 17, 2021
OPTION YEARS: (3) 1-Year Terms
CONTRACT END: June 17, 2024
PROJECT CONTACT: Kris Green
CONTACT TITLE: Maintenance Inspector
PHONE, FAX, EMAIL: 714-955-0346, Kris.Green@ocpw.ocgov.com
SCOPE OF WORK: Annual Tree Maintenance & Tree Pest Management Services for the County of Orange maintained roads, flood control facilities, and within contract cities allowing OC Public Works to support public safety needs and requests for service.



PROJECT OWNER: The Irvine Company : Retail
PROJECT NAME: Tree Pruning Services
CONTRACT NUMBER: MSA-0001002023
ANNUAL CONTRACT AMOUNT: \$375,000.00
BASE TERM: January 1, 2023 – December 31, 2026
OPTION YEARS: NA
CONTRACT END: December 31, 2026
PROJECT CONTACT: Anthony Terusa
CONTACT TITLE: Landscape Director
PHONE, FAX, EMAIL: 949-720-2713 / aterusa@invinecompany.com
SCOPE OF WORK: Consists of the Aesthetic Pruning, raising, removing, planting, skinning / pineapple, sounding, and treatment of the ~11,750 trees maintained within Retail Property Portfolio



PROJECT OWNER: City of Westminster
PROJECT NAME: Tree Maintenance/Service Agreement FY 16/17
CONTRACT NUMBER: NA
ANNUAL CONTRACT AMOUNT: \$189,968
BASE TERM: July 1, 2023 – June 30, 2024
OPTION YEARS: (4) 1-Year Options
CONTRACT END: June 30, 2028
PROJECT CONTACT: Brad Wade
CONTACT TITLE: Public Works Supervisor
PHONE, FAX, EMAIL: (714) 714-0052 / bwade@westminster-ca.gov
SCOPE OF WORK: Provide services for the annual maintenance and GPS inventory of 6,200 Trees & Palms. Remove annually 85 Trees & Palms, and Plant 55 Trees & Palms at various locations throughout the city.



Section 5. RELATED EXPERIENCE

CONTRACTS: COMPLETED PAST 5 YEARS

PROJECT OWNER: City of Anaheim

PROJECT NAME: Tree Maintenance Services for ARMD West & ACC

CONTRACT NUMBER: MA #106-492108

ANNUAL CONTRACT AMOUNT: \$485,885.07/Year

BASE TERM: September 1, 2018 – August 31, 2019

OPTION YEARS: (4) 1-Year Terms

CONTRACT END: August 31, 2023

PROJECT CONTACT: Dianne Rasmussen, Operations Supervisor

PHONE, FAX, EMAIL: 714.936-4971 / DiRasmussen@anaheim.net

SCOPE OF WORK: Tree Maintenance, care, and inventory services for the 3,510 trees at the Anaheim Resort and the Anaheim Convention Center. Prune all trees once a year. Pines and Eucalyptus in the winter (November-February). Palms and other canopy trees in the fall (August to October). Remove broken or diseased branches and dead palm fronds while promoting proper tree scaffolding, strength, and appearance consistent with the tree's intended use.



PROJECT OWNER: City of Cypress

PROJECT NAME: Citywide Tree Maintenance Services

CONTRACT NUMBER: NA

ANNUAL CONTRACT AMOUNT: \$243,500/Year

BASE TERM: July 1, 2017 – June 30, 2020

OPTION YEARS: (3) 1 Year Terms

CONTRACT END: June 30, 2023

PROJECT CONTACT: Jose Guerra, Maintenance Superintendent

PHONE, FAX, EMAIL: 714.229.6760 / jguerra@cypressca.org

SCOPE OF WORK: Provide annual services for maintenance, trimming, removal, replacement, and GPS inventory updates / management of over 14,000 sites within the City's Community Forest.



PROJECT OWNER: City of Cerritos

PROJECT NAME: Cerritos Parkway Tree Maintenance

CONTRACT NUMBER: 1310-17

ANNUAL CONTRACT AMOUNT: \$554,795.00

BASE TERM: October 9, 2017 – June 30, 2018

OPTION YEARS: 1-Year Term

CONTRACT END: June 30, 2019

PROJECT CONTACT: Todd Kuh

CONTACT TITLE: Parks Superintendent

PHONE, FAX, EMAIL: 562.916.1224 / tkuh@cerritos.us

SCOPE OF WORK: Provide grid trimming of 2,590 trees for Districts 14, 19, & 20 and remove 398 arterial and residential trees throughout the city. Provide as needed annual services for maintenance, trimming, removal, replacement, and GPS inventory updates.



Section 5. RELATED EXPERIENCE

PROJECT OWNER: City of Hawthorne
PROJECT NAME: Street Tree Trimming - 3 Year Contract
CONTRACT NUMBER: 16-04
ANNUAL CONTRACT AMOUNT: \$172,000
BASE TERM: April 3, 2017 - April 2, 2020
OPTION YEARS: NA
CONTRACT END: April 2, 2020
PROJECT CONTACT: Bill Gerten
CONTACT TITLE: Parks Supervisor
PHONE, FAX, EMAIL: (310) 349-2980 / BGerten@cityofhawthorne.org
SCOPE OF WORK: Provide annual services for excavation and removal of existing trees, Planting, Trimming and Pruning throughout various locations within the city.



PROJECT OWNER: City of Irvine
PROJECT NAME: Windrow Tree Removals
CONTRACT NUMBER: Bid No. 21-2898
ANNUAL CONTRACT AMOUNT: \$791,200.00
BASE TERM: March 15, 2021 – March 31, 2022
OPTION YEARS: No
CONTRACT END: March 31, 2022
PROJECT CONTACT: Aaron Reece
CONTACT TITLE: Landscape Maintenance Supervisor
PHONE, FAX, EMAIL: areece@cityofirvine.org
SCOPE OF WORK: The work to be performed shall include, but not be limited to: Tree maintenance in the City of Irvine, providing all labor, supervision, equipment, materials and supplies needed for Windrow tree removals in the City of Irvine. The Work shall be performed in accordance with the Standard Specifications for Public Works Construction, City of Irvine Standards and Design Manual.



PROJECT OWNER: City of Irvine
PROJECT NAME: Tree Maintenance in the City of Irvine
CONTRACT NUMBER: IFB 15-1146
ANNUAL CONTRACT AMOUNT: \$1,835,000
BASE TERM: July 1, 2016 - June 30, 2020
OPTION YEARS: (1) 2-Year Option
CONTRACT END: September 30, 2020
PROJECT CONTACT: Casey Gnad
CONTACT TITLE: Landscape Maintenance Supervisor
PHONE, FAX, EMAIL: 949.724.7621 / CGnad@ci.irvine.ca.us
SCOPE OF WORK: Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the ~57,500 trees within the City's urban forest.



Section 5. RELATED EXPERIENCE

PROJECT OWNER: City of Laguna Niguel
PROJECT NAME: On-Call Citywide Tree Maintenance
CONTRACT NUMBER: RFP 2021-010
ANNUAL CONTRACT AMOUNT: \$222,000.00/Year
BASE TERM: January 1, 2021 – June 30, 2023
OPTION YEARS: (2) 1-Year Terms
CONTRACT END: June 30, 2025
PROJECT CONTACT: Scott Frame



CONTACT TITLE: Parks and Landscape Maintenance Sup.
PHONE, FAX, EMAIL: 949-362-4344 / 949-795-1537 / sframe@cityoflagunaniguel.org
SCOPE OF WORK: Provide services for Tree Trimming of ~725 trees within Right-of-Way, Parks and City Hall areas in various locations throughout the city. Provide as-needed Tree Removal and Inspection services for a period of one year.

PROJECT OWNER: City of Laguna Woods
PROJECT NAME: City of Laguna Woods
CONTRACT NUMBER: NA
ANNUAL CONTRACT AMOUNT: \$56,000
BASE TERM: April 1, 2023 – March 31, 2024
OPTION YEARS: NA
CONTRACT END: March 31, 2024



PROJECT CONTACT: April Baumgarten
CONTACT TITLE: Maintenance Programs Analyst
PHONE, FAX, EMAIL: 949.639.0515 / 949.639.0591 / ABAumgarten@cityoflagunawoods.org
SCOPE OF WORK: Provide annual services for Tree Trimming of ~725 trees within Right-of-Way, Parks and City Hall areas in various locations throughout the city. Provide as-needed Tree Removal, Inspection & GPS services.

PROJECT OWNER: City of Lake Forest
PROJECT NAME: Agreement for Tree Maintenance Services
CONTRACT NUMBER: NA
ANNUAL CONTRACT AMOUNT: \$419,799.00
BASE TERM: July 1, 2017 – June 30, 2020
OPTION YEARS: (2) 1-Year Options
CONTRACT END: June 30, 2022



PROJECT CONTACT: K Yoshino
CONTACT TITLE: Facilities Supervisor
PHONE, FAX, EMAIL: 949.461.3427 / kyoshino@lakeforestca.gov
SCOPE OF WORK: Annual services for maintenance of trees within facilities, medians, roadsides, parks, parkways, and trail areas in various locations throughout the city. Maintain and update the Cities GPS inventory of ~13,525 trees within the city.

Section 5. RELATED EXPERIENCE

PROJECT OWNER: City of Long Beach

PROJECT NAME: Tree Trimming Services for Parks, Recreation & Marine

CONTRACT NUMBER: ITB PR15-095

ANNUAL CONTRACT AMOUNT: \$885,500.00

BASE TERM: September 10, 2015 – September 22, 2017

OPTION YEARS: (2) 1-Year Options (Extension: Amendment No. 6)

CONTRACT END: March 31, 2020

PROJECT CONTACT: Jeffrey King

CONTACT TITLE: Contract Monitor

PHONE, FAX, EMAIL: 562.570.1592 / 562.570.8535 / jeff.king@longbeach.gov

SCOPE OF WORK: Annual services for maintenance, removal, and replacement of trees within Parks (163 Sites), Beach Areas (7 Sites), Marinas (9 Sites), and MTA Right-of-Way (Various Sites). Maintain and update the Cities GPS inventory of ~36,000 trees within the City Parks.



PROJECT OWNER: City of Seal Beach

PROJECT NAME: Maintenance Services Agreement

CONTRACT NUMBER: NA

ANNUAL CONTRACT AMOUNT: \$132,680.00

BASE TERM: July 1, 2013 – June 30, 2016

OPTION YEARS: (2) 1 Year Terms

CONTRACT END: June 30, 2018

PROJECT CONTACT: Joseph Talarico

CONTACT TITLE: City Arborist

PHONE, FAX, EMAIL: 562.431.2527 / jtalarico@sealbeachca.gov

SCOPE OF WORK: Provide services for the annual maintenance of 6,500 Trees, Palms, and anticipated removal within the City's Urban Forest



PROJECT OWNER: City of Westminster

PROJECT NAME: Tree Maintenance/Service Agreement FY 16/17

CONTRACT NUMBER: NA

ANNUAL CONTRACT AMOUNT: \$156,000

BASE TERM: July 1, 2018 – June 30, 2019

OPTION YEARS: (4) 1-Year Options

CONTRACT END: June 30, 2023

PROJECT CONTACT: Brad Wade

CONTACT TITLE: Public Works Supervisor

PHONE, FAX, EMAIL: (714) 714-0052 / bwade@westminster-ca.gov

SCOPE OF WORK: Provide services for the annual maintenance and GPS inventory of 6,200 Trees & Palms. Remove annually 85 Trees & Palms, and Plant 55 Trees & Palms at various locations throughout the city.



LETTER OF RECOMMENDATION: CITY OF IRVINE



www.cityofirvine.org

City of Irvine, Operations Support Facility, 6427 Oak Canyon, Irvine, CA 92618-5202 949-724-7600

June 15, 2015

To Whom It May Concern:

RE: Letter of Reference for Great Scott Tree Service, Inc.

Great Scott Tree Service, Inc. (GSTS) is the current tree contractor for the City of Irvine. We are in a multi-year agreement, where they maintain our urban forest consisting of over 70,000 trees. The annual agreement amount is over \$1.7 million for trimming, planting, removal and other trees related services provided.

As our contractor, they proactively scheduled and completed citywide trimming in a timely manner. I am very satisfied with their work efficiency.

I recommend GSTS, and value their quality of work, professionalism, and timeliness. They offer outstanding customer service with their innovative tree management approach, which blends modern technology and experience.

Should you have any questions, please feel free to contact me at (714) 724-7621

Sincerely,

A handwritten signature in black ink that reads 'Keith Byers'.

Keith Byers

Landscape Maintenance Supervisor
City of Irvine | Public Works

kbyers@cityofirvine.org

P: 949. 724 -7621 | F: 949. 724 -7607
6427 Oak Canyon | Irvine, CA. 92618

LETTER OF RECOMMENDATION: CITY OF LONG BEACH



CITY OF LONG BEACH

DEPARTMENT OF PARKS REC, AND MARINE

MARINE BUREAU/BEACH

April 4, 2023

Brent Beller – Contract Administrator
Great Scott Tree Care
10761 Court Ave
Stanton, CA, 90680

To whom it may concern:

Great Scott Tree Care has been providing excellent tree maintenance services for the City of Long Beach Marine Bureau for the past 8 years. We have built a strong working relationship together as a municipality and contract service provider.

Their services provided include: annual trimming of our Mexican Fan Palms, lacing of our broadleaf trees, emergency tree and hanging limb removals, tree planting, tree risk assessments, bird nesting reports, and a GPS map listing the trees in our area. Their team has been great in their communications with me and keeping me in the loop with trimming schedules and dates. They have a fast response time to emergencies which is usually in under an hour, are professional, and they abide by all the appropriate traffic safety practices when trimming around vehicles and pedestrians.

Great Scott takes care of the tree trimming around Grand Prix of Long Beach race track for us and has a crew on standby during the race in case emergency limb/tree removals are needed. They come with my highest recommendations.

Please feel free to reach out me with any questions or concerns.

Sincerely,

Jeffrey King
Park Maintenance Supervisor
Marine Bureau - Beach/QWB
City of Long Beach, CA
Office: (562) 570-1592 Cell: (562) 208-1242
Fax: (562) 570-8535



JK
Letter of Recommendation



Section 5. RELATED EXPERIENCE

LETTER OF RECOMMENDATION: CITY OF NEWPORT BEACH



CITY OF NEWPORT BEACH
592 Superior Avenue
Newport Beach, California 92663
949 644-3055 | 949 650-0747 FAX
newportbeachca.gov/municipaloperations

June 18, 2015

To whom it may concern:

Great Scott Tree Services (GSTS) has been the Tree Maintenance Services contractor for the City of Newport Beach Tree since December of 2013. The 10-year contract is not to exceed \$1.3 million/year. During the first year of their service, City Council authorized an additional \$500,000 to catch up on delayed pruning, planting and removals. GSTS has performed in an above-average manner completing approximately 27,000 service requests and grid prunes, planting of 500 of 36" box trees, and removal of 360 trees.

The City maintains nearly 34,000 trees located on parkways, slopes, and medians in parks, and at City facilities. GSTS customer service is excellent. They are a professional organization and provide timely customer service to the City staff, as well as the residents of Newport Beach.

If you have any questions concerning GSTS and the service they provide to the City of Newport Beach, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Sereno".

Dan Sereno, Manager
Landscape Division
Office: (949) 644-3069
dsereno@newportbeachca.gov

DS/ml

Municipal Operations Department

LETTER OF RECOMMENDATION: CITY OF WESTMINSTER



8200 WESTMINSTER BOULEVARD, WESTMINSTER, CA 92683 • (714) 898-3311

Brad Wade, Public Works Supervisor
City of Westminster
April 5, 2023

To whom this may concern,

This letter is to inform that Great Scott Tree service has been serving the City of Westminster for the last 15 years plus. Trimming all city trees on a grid system program, removing and stump grinding when the need arises. The Great Scott crew is professional, safety oriented with quick response times. The City of Westminster is very pleased with the service Great Scott provides.

Sincerely,

Brad Wade, Public Works Supervisor

Chi Charlie Nguyen
Mayor

NamQuan Nguyen
Vice Mayor
District 4

Amy Phan West
Council Member
District 1

Carlos Manzo
Council Member
District 2

Kimberly Ho
Council Member
District 3

Christine Cordon
City Manager



COST PROPOSAL FORM

ANNUAL TREE MAINTENANCE SERVICES

PRICE SCHEDULE FOR ANNUAL TREE TRIMMING

Year 1 (First Year of Contract) July 1, 2024 through June 30, 2025				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	COST
1.	Annual Tree Trimming - Same Trees Trimmed Every Year	2521	Trees	\$
2.	Annual Tree Trimming - Other City Trees (trimmed in addition, on multi-year rotating cycle)	1250	Trees	\$

Year 1 Total Cost \$ _____

TOTAL BASE PROPOSAL PRICE (Year 1 Total Cost above):

\$ _____

Total Base Proposal Price in Numerical Form

Total Base Proposal Price in Written Form

In case of discrepancy between the above, the Written price shall prevail.

IMPORTANT NOTES:

1. The Total Base Proposal Price is the price for the First Year of the contract from July 1, 2024 through June 30, 2025 based on the quantities above.
2. Starting with the Second Year of the contract, Contractor may request a cost increase per Exhibit E of the Standard Contract (provided in Attachment A).

Year 2 (Second Year of Contract) July 1, 2025 through June 30, 2026				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	COST
1.	Annual Tree Trimming - Same Trees Trimmed Every Year	2521	Trees	\$
2.	Annual Tree Trimming - Other City Trees (trimmed in addition, on multi-year rotating cycle)	1250	Trees	\$

Year 2 Total Cost \$ _____

Year 3 (Third Year of Contract) July 1, 2026 through June 30, 2027				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	COST
1.	Annual Tree Trimming - Same Trees Trimmed Every Year	2521	Trees	\$
2.	Annual Tree Trimming - Other City Trees (trimmed in addition, on multi-year rotating cycle)	1250	Trees	\$

Year 3 Total Cost \$ _____

Year 4 (Fourth Year of Contract) July 1, 2027 through June 30, 2028				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	COST
1.	Annual Tree Trimming - Same Trees Trimmed Every Year	2521	Trees	\$
2.	Annual Tree Trimming - Other City Trees (trimmed in addition, on multi-year rotating cycle)	1250	Trees	\$

Year 4 Total Cost \$ _____

Year 5 (Fifth Year of Contract) July 1, 2028 through June 30, 2029				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	COST
1.	Annual Tree Trimming - Same Trees Trimmed Every Year	2521	Trees	\$
2.	Annual Tree Trimming - Other City Trees (trimmed in addition, on multi-year rotating cycle)	1250	Trees	\$

Year 5 Total Cost \$ _____

GRAND TOTAL PROPOSAL PRICE (Sum of Total Cost for all 5 Years):

\$ _____

Grand Total Proposal Price in Numerical Form

Grand Total Proposal Price in Written Form

RATES AND FEES FOR ADDITIONAL WORK

DESCRIPTION	UNIT	UNIT COST
Service Request Trimming, Palm Tree	Per Tree	
Service Request Trimming, Other Tree less than 6" DCH	Per Tree	
Service Request Trimming, Other Tree 6" to less than 12" DCH	Per Tree	
Service Request Trimming, Other Tree 12" to less than 24" DCH	Per Tree	
Service Request Trimming, Other Tree 24" and greater DCH	Per Tree	
Tree and Stump Removal	Per DCH Inch	
Stump Only Removal	Per Diam. Inch	
Root Pruning	Per LF	
Root Barrier Install	Per LF	
Tree Planting, Palm tree	Per Foot BTH	
Tree Planting, 24" box	Per Tree	
Tree Planting, 36" box	Per Tree	
Tree Watering	Per Hour	
Crew Rental, per Specifications Section 38	Per Hour	
Certified Arborist Consulting	Per Hour	
Pest Control Application	Per Tree	
Regular Hours Emergency Response, per Specifications Sect. 38	Per Hour	
After Hours Emergency Response, per Specifications Section 38	Per Hour	
Certified Arborist Tree Inspection and Report	Per Tree	

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail. The quantities shown for the unit price items are approximate only and subject to increase or decrease, being stated only for the purpose of comparing proposals and fixing the amount of surety bonds, and that should the quantity of work on the unit price basis be increased, the undersigned Proposer will perform the additional work at the unit price set out herein, and that should the quantity be decreased, payment is to be made on the actual quantity installed at such unit price, and the undersigned Proposer will make no claims for anticipated profits or additional compensation for any increase or decrease in the quantity. The actual quantities on the

unit price items will be determined upon completion of the work covered by the Contract. Payment shall be determined by the City from measured quantities of work performed based upon the unit price.

The undersigned agrees that this Cost Proposal constitutes a firm offer to City which shall remain valid for the number of calendar days indicated in the RFP. Proposer certifies that it is licensed in accordance with the law providing for the registration of Contractors:

Proposer Company Name:

Great Scott Tree Service, Inc.

Proposer License No. 556832 Class of License C61/D49, C27

License Expiration Date 02/28/2025

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents (insert issue date of any addenda issued by City for this solicitation):

Addendum No. 1 dated May 14, 2024 Addendum No. 4 dated: May 20, 2024

Addendum No. 2 dated May 16, 2024

Proposer has attached the completed schedule of Rates and Fees for Additional Work.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Proposal and all of the representations made herein, including Proposer's license number and expiration date, are true and correct. I further certify that the signatory below is authorized to submit this Proposal and bind the Proposer to the terms of these Contract Documents.

Name of Proposer: Great Scott Tree Service, Inc.

Authorized Signature: 

Name (Printed): Scott Griffiths

Title: President

Dated: 05/22/2024

Section 7. STATEMENT OF COMPLIANCE

STATEMENT OF COMPLIANCE - This proposal is in compliance with the Request for Proposal and the City's Standard Maintenance Services Agreement and no exceptions to either are proposed.

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

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

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

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



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



SAMPLE RECEIPT

Year	Date	Description	Tonnage
22/23	7/31/2023	MA #106-492108 - July 2022	69.63
22/23	8/31/2023	MA #106-492108 - August 2022	70.56
22/23	9/30/2023	MA #106-492108 - September 2022	29.38
22/23	10/31/2023	MA #106-492108 - October 2022	44.16
22/23	11/30/2023	MA #106-492108 - November 2022	14.81
22/23	12/31/2022	MA #106-492108 - December 2022	28.84
22/23	1/31/2023	MA #106-492108 - January 2023	23.34

TOTAL: 140.53