

## **CONTRACT FOR TREE PRUNING & STUMP REMOVAL**

This Contract for Tree Pruning and Stump Removal (the "Contract") is made this 6th day of July, 2021 by and between the City of Burlingame (the "City" or "City") and, West Coast Arborists, Inc. (the "Contractor") (Each a "Party" and collectively, "Parties").

### **RECITALS**

A. The City solicited a Request for Proposals (RFP) for Tree Pruning & Stump Removal in the manner prescribed by law; and

B. Contractor responded to the RFP and represents that it is qualified and willing to provide such Tree Pruning & Stump Removal; and

C. After review of all proposals submitted, City determined that Contractor best met the selection criteria for the Work; and

### **AGREEMENT**

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents. The following documents are incorporated into and made part of this Contract by this reference:

- (a) Request for Proposals
- (b) General Conditions
- (c) Exhibit "A" – Power of Attorney
- (d) Exhibit "B" – Certificate Concerning Control of Employee
- (e) Exhibit "C" – Certificate Regarding Worker's Compensation
- (f) Exhibit "D" – Non-Collusion Declaration
- (g) Exhibit "E" – City of Burlingame Tree Maintenance Specifications
- (h) Exhibit "F" – Scope of Services / Proposal Form

The documents shall be referred to collectively as the "Contract Documents".

2. Scope.

2.1. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, testing and/or any other act or thing required to diligently and fully perform and complete the work generally described as follows: Tree Pruning & Stump Removal (the "Work") as described in this Contract and in Exhibit "F" Scope of Services / Proposal Form.

2.2. The Work shall be performed in accordance, and Contractor shall comply, with, all requirements of the Contract Documents. Where there is a conflict between the requirements of the various Contract Documents, the more stringent requirement shall govern.

2.3. Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- (a) Provide labor, material and equipment required for the Work.
- (b) Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals as requested by City.
- (c) Obtain all necessary permits and approvals for the Work.
- (d) Protect all materials to be used in the Work in accordance with the specifications and local, state and federal law.
- (e) Protect existing facilities and personal property.
- (f) Prepare and submit a written monthly activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the 10th day of the following month.
- (g) Unload, hoist and otherwise handle Contractor's own materials, supplies and equipment.
- (h) Coordinate with City-scheduled events.
- (i) Comply with all local codes and regulations that regulate and govern the Work.
- (j) Provide suitable and adequate sanitary conveniences that conform with local regulations at suitable locations for the use of Contractor's employees and its Sub-Contractors.

2.4. Contractor shall perform the Work with due care, in accordance with generally accepted practices for landscape maintenance services and the scope of Contractor's obligations under this Contract.

### 3. Price.

3.1. City agrees to pay, and Contractor agrees to accept, for full performance of the Work, the prices for the Work and any City-approved Changed Work, defined in Section 7 below, set forth in this Contract. The total amount paid to Contractor for the term of the Contract shall not exceed  
See Below (\$ 1,276,335.00) (the "Contract Price")  
 subject to adjustments for changes in the Work as may be directed in writing by City.  
 One Million Two Hundred Seventy Six Thousand Three Hundred Thirty Five Dollars

3.2. Contractor shall submit written applications for progress payments in a form satisfactory to City on or before the first day of each month on account of Work and any City-approved Changed Work provided during the preceding month. For routine landscape maintenance services, the payment applications shall be based on the tasks satisfactorily completed. For properly authorized Changed Work, the payment applications shall identify each person performing Work, the time each person spends on each task (in units not to exceed one quarter hour) and shall be based on the rates in the Current Contract Rate Sheet.

3.3. Within thirty (30) days after receipt of each application for progress payment, City shall verify the accuracy of the progress payment application, correct the charges where appropriate, and make payment to Contractor in an amount equal to the amount of such application, as verified or corrected by City. No payment made hereunder shall be construed as evidence of acceptance of any part of the Work. City reserves the right to withhold payment from Contractor on account of Work not performed satisfactorily, delays in Contractor's performance of Work, or other defaults hereunder. City shall promptly notify Contractor of any invoiced amounts that City disputes, and City and Contractor shall work to promptly resolve any such disputes. Contractor shall not stop or delay performance of Work under this Agreement on account of payment disputes with City.

3.4. Payment to Contractor shall be considered as full compensation of all labor, supervision, materials, supplies, and equipment used in carrying out the Work. Contractor shall pay all taxes, including sales, use and income taxes, incurred in connection with performance of the Work.

3.5. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to:

- (a) Require Contractor to correct such work or billings; or
- (b) Seek any other legal remedy.

3.6. As further described in Section 7 below, should work be requested by City or proposed by Contractor that is beyond the Work described in the Contract Documents, the Contractor shall provide a written request for consideration of Changed Work to the City. Contractor shall not provide Changed Work until Contractor has received written approval from the City to perform same. Should the Contractor elect to proceed prior to receiving written approval by the City for Changed Work, the Contractor does so at Contractor's own risk. In no event shall City pay for Changed Work made necessary by Contractor's errors or oversights. The City will pay for approved Changed Work at the rates set forth in this Contract.

3.7. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in form satisfactory to City, prior to receipt of any payment.

4. Entire Agreement. This Contract and the documents incorporated herein by reference constitute the entire agreement between City and Contractor with regard to the subject matter of this agreement and supersede any prior written or oral representations.

#### 5. Time.

5.1. Contractor shall continue performance of the Work without interruption.

5.2. Time is of the essence in the performance of this Contract.

5.3. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate the Work with that of all other Contractors, Sub-Contractors and suppliers so as not to delay or damage their performance.

5.4. This Agreement shall commence upon full execution hereof and shall continue for a term of two (2) years, with an option authorizing the City Manager or his/her representative to renew the Agreement for four (4) additional years in two-year increments. The option to renew the Agreement is at the City's sole discretion, and shall be done through modification of this Agreement.

#### 6. Labor Provisions

6.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

#### 6.2 Labor Code Requirements.

- (a) *Eight Hour Day.* Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (b) *Penalty.* Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

- (c) *Apprentices.* Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (d) *Notices.* Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

6.3 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>.

- (a) *Penalties.* Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (b) *Federal Requirements.* If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

6.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, including requirements for electronic submission of payroll records to the DIR.

- (a) *Contractor and Subcontractor Obligations.* Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - (1) The information contained in the payroll record is true and correct; and
  - (2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
- (b) *Certified Record.* A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
- (c) *Enforcement.* Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

6.5 **Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR. Contractor and its subcontractors must be currently registered with California Department of Industrial Relations ("DIR") pursuant to Labor Code section

1725.5 to perform any Work for this Contract. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by DIR. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices required by law or regulations.

7. Changes in Work.

7.1. City may, from time to time, request changes to this Contract or the Work ("Changed Work"). Such requests shall be made in writing by the City, and shall describe in detail the proposed additions, deletions, or modifications to the Work. Contractor shall respond to such request in writing, with a statement of the impacts to costs, expenses and time associated with the Changed Work. Neither the City's request nor the Contractor's response shall constitute a modification of this Contract. Any modification shall be contained in a written amendment to this Contract signed by an authorized representative on behalf of City. City's execution of the amendment shall constitute authorization to proceed with the Changed Work.

7.2. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction.

7.3. If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following :

- (a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices in Contractor's Proposal or this Contract to the quantities involved in the changed work;
- (b) By establishment of new unit prices and related quantities for the changed work;
- (c) By a combination of existing and new unit prices and related quantities for the changed work; or
- (d) By mutual acceptance of a lump sum.

8. Claims. If any dispute shall arise between City and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, Changed Work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, Changed Work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

9. Inspection of Work. Contractor shall make the Work accessible at all reasonable times for inspection by the City.

10. Assignment and Subcontracting.

10.1. Contractor shall give personal attention to the performance of the Contract and shall keep the **Work** under its control.

10.2. No Sub-Contractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work pursuant to the provisions of the Contract Documents.

10.3. No Sub-Contractor who is ineligible to bid on, be awarded or perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 can bid, submit a proposal, be awarded or perform work as a Sub-Contractor on the Project. The Contractor is prohibited from performing work on the Project with a Sub-Contractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

10.4. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the Sub-Contractor shall be removed immediately at the request of the City and shall not again be employed on the Work.

10.5. Contractor may not assign performance of the Contract except upon written consent of the City.

## 11. Termination and Suspension.

11.1. Should Contractor fail within five (5) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of City or failure pay its creditors, City may terminate this Contract for default. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct any deficient element of the Work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, profit and attorneys' fees.

11.2. City may at any time terminate the Contract at City's convenience upon thirty (30) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which cost shall be documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the unpaid Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination including, without limitation, any claim for lost profits, termination costs or unperformed or terminated Work.

11.3. If City terminates Contractor for default, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under Section 11.2, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

11.4. City may, in writing, order Contractor to suspend all or any part of the Contractor's Work for the City's convenience or on account of events beyond City's control. If City suspends Contractor's performance for more than one hundred twenty (120) consecutive days, an adjustment to the Contractor's compensation may be made for increased costs, if any.

11.5. The performance of work under the Contract may be terminated by City, in its discretion, upon application therefore by the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics, if such, causes irrecoverably disrupt or render impossible the Contractor's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

12. Hold Harmless And Indemnification.

12.1. The City and its officers, agents, and employees thereof connected with the Work, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole negligence or willful misconduct of the City's officers, agents, or employees.

12.2. To the fullest extent allowed by law, Contractor and Contractor's subcontractors shall defend, indemnify and hold harmless the City, its elected and appointed officers, contractors, volunteers, employees and agents (the "City Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Work or this Contract, regardless of the Contractor's fault or negligence, including any of the same resulting from City Parties' alleged or actual negligent act or omission; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of the City Parties. Contractor shall also reimburse City for the cost of any settlement paid by City or any City Parties as part of any claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnification shall survive termination and expiration of this Contract and shall extend to claims asserted after termination of this Contract for whatever reason. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City Parties.

12.3. In addition to any remedy authorized by law, any money due the Contractor under and by virtue of the Contract, may be retained by the City until disposition has been made of any aforesaid suits or claims.

13. Insurance.

13.1. Contractor shall obtain, at its sole cost and expense, all insurance required by this Section 13. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the Contract, and before execution of the Contract by the City.

13.2. The insurance requirements specified herein shall apply to all subcontractors, although the limits of insurance may be reduced with the City's written consent. The Contractor shall designate appropriate insurance limits for Sub-Contractors which shall be subject to the approval of the City. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and to verify their compliance when requested by the City. The Contractor shall not allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained and verified by the Contractor. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. Upon request, Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all subcontractors to City; provided, however, that this shall not relieve Contractor of its obligation to ascertain the existence of such insurance.

13.3. The insurance required by this Section 13 shall be maintained by Contractor in full force and effect at all times during prosecution of the Work and until the expiration of the warranty period following the final completion and acceptance thereof by City, and no policy may be assigned, cancelled, or reduced in coverage without thirty (30) days' prior written notice to City, which shall be provided by Contractor.

13.4. The following are the minimum insurance requirements of this Contract:

- (a) Contractor shall maintain a Commercial General Liability insurance policy (on Insurance Services Office form number CG 0001 - "occurrence" form) insuring Contractor for an amount not less than Four Million Dollars (\$4,000,000.00) per occurrence with an annual aggregate limit of not less than Four Million Dollars (\$4,000,000.00) for bodily injury, personal injury and property damage.
- (b) Contractor shall maintain an Automobile Liability insurance policy (on Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," and endorsement CA 0025) insuring Contractor for an amount not less than One Million Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Contractor shall maintain a Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor as follows:
  - (1) This policy shall provide coverage for Workers' Compensation (Coverage A) in accordance with California law.
  - (2) This policy shall also provide coverage for One Million Dollars (\$1,000,000.00) Employers' Liability (Coverage B).
- (d) All of the following endorsements are required to be made a part of each of the required policies:
  - (1) Commercial General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; (2) using ISO CG form 24 04, or endorsements providing the exact same coverage, the insurance shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss; and (3) using ISO CG form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
  - (2) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurance shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery



prior to a loss; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- (3) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (e) The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- (f) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the additional insured parties.
- (g) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (h) Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- (i) Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (j) Notwithstanding the minimum limits set forth in this Contract, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds as specified herein.

13.5. Insurance Requirements are Material Element of Performance. In the event of a breach of any provision of this section, or in the event of any notices received which indicate any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

#### 14. Laws To Be Observed.

14.1. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

14.2. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work and shall protect and indemnify the City, and all officers and employees thereof against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree by Contractor, its agents or employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the City in writing.

14.3. Contractor must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference or marital status, and shall comply with the Americans with Disabilities Act.

15. Notices. All notices required under this Contract shall be given in writing, sent via facsimile or US Mail, addressed to the recipient at the address set forth below the signatures at the end of this Agreement.

**For City:**

City of Burlingame  
Bob Disco, Park Superintendent  
1010 Burlingame Ave.  
Burlingame, CA 94010  
Phone No.: (650) 558-7333  
[bdisco@burlingame.org](mailto:bdisco@burlingame.org)

**Contractor:**

Contractor Name: Attn: West Coast Arborists, Inc.  
Attn: Patrick Mahoney  
Address: 2200 E. Via Burton  
Anaheim, CA 92806  
Phone No.: 714-991-1900  
Email: [pmahoney@wcainc.com](mailto:pmahoney@wcainc.com)

16. Differing Site Conditions.

16.1. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- (a) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or
- (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

16.2. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

16.3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

16.4. In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with the Work. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

17. Records and Audits.

17.1. Contractor and its Sub-Contractors shall establish and maintain records pertaining to this Contract. Contractor's and Sub-Contractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, invoices and vouchers.

17.2. During the term of this Contract, Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this

Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for this three-year period.

18. Independent Contractor.

18.1. In performing the Work, Contractor shall be, and is, an independent Contractor and not an employee of City. Contractor shall have and exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of the Work. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and other all other regulations governing such matters

18.2. The relationship between City and Contractor is not exclusive. Contractor may perform services for and contract with as many additional clients, persons or companies as Contractor sees fit. City may contract with others for performance of the same or services similar to those covered by this Contract at its discretion.

18.3. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, income and personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Work to be performed by Contractor, and reimburse the City in full for any of the expenses listed in the first sentence of this Section 18.3 that City may be ordered to pay for Contractors employees, subcontractors, or subcontractors' employees.

18.4. Additional Charges. Charges from Contractor to City will not be honored or paid by City unless the charges are authorized and approved by City at the time the Work for which a charge is submitted is being performed.

18.5. Clean-up. Contractor will remove all debris, unused materials or equipment resulting from performance of the Work, no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from monies due or to become due to the Contractor.

19. Safety. Contractor shall execute and maintain its Work so as to avoid injury or damage to any person or property. In carrying out its Work, 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 life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walk ways, 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.

20. Severability/Partial Invalidity. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions, and such invalidity, illegality or unenforceability shall not

affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Contract.

21. Governing Law. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Contra Costa, if in state court, or in the federal court assigned to Contra Costa County, if in federal court. Contractor waives the right to move any litigation out of Contra Costa County.

22. Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. Authorized Signatories. All parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s).

24. Conflicts of Interest. Contractor covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City, or which would in any way affect Contractor's performance of Work under this Contract. Contractor further covenants that in the performance of the Contract, no person having any such interest shall be employed by it as an officer, employee, agent or Sub- Contractor without the express written consent of City. Contractor agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Contract.

25. Remedies Not Exclusive. Except as provided in Sections 12.2 and 12.3, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. Successors and Assigns. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. Other than City, Contractor and their successors and assigns, there are no other beneficiaries of this Contract.

27. Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

28. No Waiver of Default. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

29. Business License Requirement. Contractor shall at all times it is performing the Work have and maintain a City of Burlingame Business License.

30. Contractor License 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 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 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,

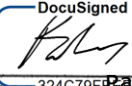
CALIFORNIA 95826.

31. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date first above written.

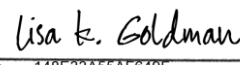
**CONTRACTOR:**

West Coast Arborists, Inc.


DocuSigned by:  
 \* By:   
 Printed Name: Patrick Mahoney  
 Title: President

\*\* By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

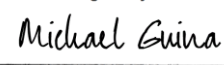
**CITY:**

DocuSigned by:  
 By:   
Lisa K. Goldman, City Manager

**ATTEST:**

DocuSigned by:  
 By:   
Meaghan Hassel-Shearer, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
 By:   
Michael Guina, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
 Chairman,  
 President, or  
 Vice-President

**\*\*Group B.**  
 Secretary,  
 Assistant Secretary,  
 CFO or Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**If an LLC:**

The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC. **If a partnership:**

The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

**If a sole proprietorship:**

The Agreement must be signed by the owner.

## **REQUEST FOR PROPOSAL**

The City of Burlingame ("Burlingame" or "City") is accepting Proposals from qualified firms ("Proposer" or "Contractor") to provide Tree Pruning & Stump Removal for City owned trees in Burlingame, California.

The purpose of this Request for Proposal (RFP) is to identify a Contractor that can provide the City with the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected Proposer will work closely with the City staff to insure the most appropriate care of the City's Urban Forest with sensitivity to the City, its residents and visitors. These specifications are part of the RFP.

The Contract for services resulting from this RFP shall include the furnishing of all labor, materials and services as set forth in in this RFP. Copies of the RFP documents may be obtained from the City Parks and Recreation Department at the address listed below or from the City website at [www.burlingame.org](http://www.burlingame.org).

The contract will be for an initial term of two (2) years, with an option authorizing the City Manager or his/her representative to renew the Agreement for four (4) additional years in two-year increments on the same terms and conditions as provided herein. This option is in the City's sole discretion, and may be exercised only if the Contractor demonstrates superior performance in the provision of tree services during the prior contract term, assuming all of the annual renewal options were awarded.

A Mandatory Pre-Proposal conference will be held and interested parties are required to attend. The date will be Thursday, May 20, 2021 at 9:00 a.m., local time in Washington Park at 1010 Burlingame Avenue, Burlingame. Check in at the Rec Office for specific location in the park. Interested parties must attend the conference, which is MANDATORY to be able to submit a proposal.

Proposals are due to the City on or before 4:00 pm, local time, on Thursday, June 3, 2021 at 1010 Burlingame Ave., Burlingame, California, 94010. Proposals received after that time or at any place other than the one stated above will not be considered. Postmarks will also not be accepted.

Proposals will be examined, evaluated, and as appropriate, recommended for approval to the Burlingame City Council at a meeting within approximately sixty (60) days after the final date of Proposal acceptance. City reserves the right to reject any and all Proposals, or to waive any irregularities or informalities in any Proposal or in the RFP procedures, or to postpone the final date of Proposal acceptance or award for good cause.

City hereby notifies all Contractors that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises will be afforded full opportunity to submit Proposals in response to this request and will not be discriminated against on the basis of race, color, sex, national origin, ancestry, religion, sex, sexual preference, marital status, or gender identity in consideration for an award.

The successful Contractor must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, or gender identity; and shall comply with the Americans with Disabilities Act.

Submittals shall be in accordance with the requirements set forth in the RFP documents. Submission of a Proposal shall constitute a firm offer to City. Any questions concerning this RFP should be addressed to Parks Superintendent/City Arborist Bob Disco at [bdisco@burlingame.org](mailto:bdisco@burlingame.org) or (650) 558-7333 or sent to City of Burlingame, Parks and Recreation Department, Attention: Bob Disco at 1010 Burlingame Ave., Burlingame, CA 94010.

Margaret Glomstad  
Director of Parks and Recreation  
City of Burlingame

May 2021



## **GENERAL CONDITIONS**

### **1. RENDITION OF SERVICES**

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and timely manner satisfactory to Burlingame Tree Maintenance specifications. Burlingame Tree Maintenance specifications are described in Exhibit E.

### **2. CONTRACTOR'S STATUS**

As stated in Section 18 of the Contract, neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of Burlingame. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing work for the Contractor shall be one solely between said parties.

### **3. RELEASE OF INFORMATION**

The Contractor shall not release any reports, information, or promotional materials prepared in connection with the Agreement without obtaining the prior permission of Burlingame by providing a copy to Burlingame for review, comments and approval.

### **4. NOTICE TO PROCEED**

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by Burlingame, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

### **5. ACCEPTANCE**

- a. Acceptance by Burlingame of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of Burlingame.
- b. Burlingame shall reject, and refuse to pay for, any and all non-conforming services. Nothing in this section shall limit or restrict the warranty and remedy obligations of
- c. the Contractor specified in this Contract.

### **6. LEGAL RELATIONS AND RESPONSIBILITIES**

- a. The Contractor shall keep fully informed concerning all requirements of law, including, but not limited to all federal, state, and local laws and regulations which in any manner affect the performance of work under this Contract. The Contractor shall at all times observe, and shall cause all employees and sub-contractors to observe, all such requirements of law and shall protect, indemnify, defend, and hold harmless Burlingame, its Directors, officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor or their employees or sub- contractors. If any discrepancy or inconsistency is discovered in the Contract of the work in relation to any such requirements or laws, the Contractor shall immediately report the same to Burlingame.
- b. If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.



## **7. COMPLIANCE WITH LAWS AND REGULATIONS**

All services furnished pursuant to the Contract shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by Burlingame, provide certification and evidence of such compliance.

## **8. CONTRACT CHANGE ORDER / AMENDMENT**

- a. Burlingame may at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by Burlingame to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.
- b. Any such changes will be set forth in a written Contract Change Order/Amendment issued by Burlingame. The Contract Change Order/Amendment will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Contract Change Order or Amendment shall not become effective until the City Manager or his/her designee has signed it.
- c. No changes or deviations from the Contract Documents shall be made without an approved Contract change order, except in the case of emergency. In such case and upon receipt of a written directive signed by the City Manager or his/her designee, the Contractor shall proceed with the ordered work and Burlingame will prepare a written contract change order for approval and issuance to the Contractor as soon thereafter as practicable.
- d. In the event, the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Services and would result in an adjustment in the amount of cost of the Contract, the Contractor shall so advise Burlingame in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.
- e. Disagreement by the Contractor with Burlingame's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved contract change order or amendment (or disagreement by the Contractor with Burlingame's determination that a change has not occurred and no contract change order or amendment is needed) shall not, under any circumstances relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order or amendment.

## **9. HAZARDOUS CHEMICALS AND WASTES**

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to Burlingame. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied

against Burlingame by any agency as a result of such release and shall hold harmless, indemnify and defend Burlingame from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against Burlingame, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Burlingame.

If the performance of the work outlined by these Contract Documents creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own Environmental Protection Agency Generator Number. In no event shall Burlingame be identified as the generator. The Contractor shall notify Burlingame of any such hazardous wastes and Burlingame reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend Burlingame from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

#### **10. SAFETY**

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

#### **11. RESPONSE TIME**

Contract supervision shall be immediately available at all times Contractor employees are working on sites, and must be available twenty-four (24) hours a day via fax, telephone or pager and must respond to an emergency situation/major discrepancy in the Contract within one hour of initial contact.

#### **12. QUALIFIED CONTRACTOR SUPERVISION**

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all Contractor's employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

#### **13. CONTRACTOR'S EMPLOYEES**

Only Contractor's employees are allowed on premises. At all times, personnel shall wear uniforms. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees shall not use tobacco

products, drugs, alcohol or other items of this nature anywhere on premises or within 1,000 feet of City property.

#### **14. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION**

The Contractor shall begin work within ten (10) days after the date specified on the Notice to Proceed and shall diligently prosecute the same to completion within the time set forth in these Contract Documents. Failure to diligently prosecute the work for more than three (3) working days shall constitute a breach of contract.

Hours of Work. The Contractor shall perform all work during the working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday (unless otherwise noted below). If the Contractor wishes to work during any other hours, a written request for that work shall be submitted including agreement to pay for overtime inspection from the Contractor, if necessary. Written permission must be received from the City prior to working. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City of Burlingame Holidays except in the case of an emergency. In the vicinity of any schools, the contractor shall not begin any operation until after 9:00 A.M. when school is in session.

If Contractor requests overtime work in which the City will incur costs, the City will subtract the costs associated with the overtime from the Contractor's payment as a "deduct".

A listing of City of Burlingame Holidays is as follows:

- New Year's Day
- Martin Luther King's Birthday
- President's day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Yi Day Christmas Eve
- Christmas Day
- Yi Day New Year's Eve

Contact the City of Burlingame to determine the specific holiday dates for the current calendar year.

Holidays falling on Saturday or Sunday will be observed on Friday or Monday, respectively.

**EXHIBIT A****POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS That \_\_\_\_ N/A \_\_\_\_\_ constituting all of the (general partners/venturers) of the (partnership/joint venture) known as \_\_\_\_\_ which is desirous of entering into a contract with the City of Burlingame, do hereby designate and appoint \_\_\_\_\_ one of the (general partners/venturers) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the (partnership/joint venture), to execute a proposal for and to execute and enter into Contract for Tree Pruning & Stump Removal with the City of Burlingame, and to represent and bind the undersigned and the (partnership/joint venture), in all matters in connection with such proposal and contract; and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each (general partner/venturer) to be jointly and severally liable for any and all of the duties and obligations of the (partnership/joint venture) arising from such proposal or contract.

IN WITNESS WHEREOF the undersigned have executed this Power of Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
N/A  
Company Name

By: \_\_\_\_\_

Title: \_ \_ \_ \_ \_

Subscribed and Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public in and for State of \_\_\_\_\_

residing at \_ \_ \_ \_ \_

**REQUIRED CERTIFICATIONS**

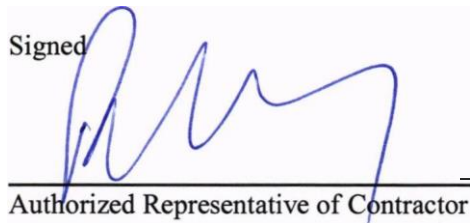
The following forms must be completely and accurately filled out, signed, notarized (as required), and returned with Proposal.

**EXHIBIT B****CERTIFICATE CONCERNING CONTROL OF EMPLOYEE**

The Contractor, by entering into this Contract with Burlingame to perform or provide work, services, or materials to Burlingame, does hereby certify and assure that in performing the services under this Contract, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractors employees. Contractor and its employees in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of Burlingame. Contractor or a Subcontractor employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which Burlingame provides its own employees. Should a court award Contractor's employees or a Subcontractor's employees, any such pension employees plan, insurance, bonus or any similar benefits which Burlingame provides its own employees, then Contractor shall pay all costs associated with such an award.

Any violation of the provisions of this Certification shall be cause for termination of the Contract.

Signed



Patrick Mahone

Authorized Representative of Contractor

President  
Title06/01/2021

Date

**EXHIBIT C****CERTIFICATE REGARDING WORKERS COMPENSATION**

Contract with the CITY OF BURLINGA ME, 501 Primrose Rd., Burlingame, California 94010, for:

**Tree Pruning & Stump Removal**

Contract No. 85450 - - -

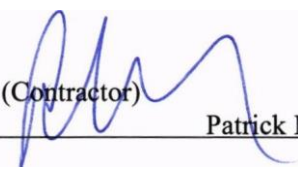
Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) ☒ By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the 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, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: June 1, 2021

  
 (Contractor)  
 By Patrick Mahoney  
President  
 (Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with the Authority prior to performing any work under this contract.)

**EXHIBIT P****NON-COLLUSION DECLARATION**State of CaliforniaCounty of Orange ss.Patrick Mahoney being first duly sworn, deposes and says **that or** isPatrick Mahoney of West Coast Arborists, Inc., the party making the foregoing Proposal,

that the Proposal:

- is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- is genuine and not collusive or sham

that the Contractor:

- has not, directly or indirectly, induced or solicited any other Contractor to put in a false or sham Proposal
- has not, directly or indirectly, colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing
- has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract
- assures that all statements contained in the Proposal are true
- has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, any association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal

Signed: Date: 06/01/2021Contractors Printed Name: Patrick Mahoney, President

**EXHIBIT E****City of Burlingame Tree Maintenance Specifications**

It shall be understood that the Contractor will be required to perform and complete the proposed tree work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree care activities at various sites throughout the City:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Emergency response
5. Line clearance pruning
6. Clearance pruning
7. Grid pruning program (Ex. 3-year pruning cycle)
8. Small tree care
9. Palm trunk skinning
10. Specialty equipment
11. Data entry
12. OPS Tree inventory
13. Online maintenance access\*

\* Online maintenance is defined as Internet access to an Urban Forestry Management tool for OPS tree inventories that includes work order tracking, ability to send work requests including but not limited to tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment OPS location monitoring.

**A. ANNUAL PRUNING PROGRAM**

At the direction of the City, the tree pruning will be done per pre-designed grids along street segments on a set cycle to include all large and small trees. Pruning will include: providing clearance, crown reduction, reducing density, and maintaining health in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Policies and Ordinances. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all specified trees pruned a minimum of one time by the end of the initial contract period. Special projects that are difficult to access will require the need for specialty equipment.

**B. INSPECTION OF HAZARDOUS CONDITIONS**

The Contractor is not to inspect, monitor or maintain trees unless given clear direction from



City administrator. Upon authorization by the City, the inspection provided will be a Level 1 limited visual risk assessment, unless otherwise requested for a higher level of inspection. This assessment requires a Tree Risk Assessment Qualification through ISA. Tree problems that are clearly visible during the pruning activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards may be discovered through both routine pruning work or through other forms of inspection. The City shall direct contractor or city staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program when directed by the City.

#### C. TREE INVENTORY

The City currently uses *TreeKeeper 8* software program ([treekeepersoftware.com](http://treekeepersoftware.com)) by Davey Tree Expert Inc. to record maintenance and work records, update inventory, and keep track of all 16,000 City owned public trees.

City shall provide the most up-to-date *TreeKeeper 8* inventory data to Contractor upon award of contract. Contractor will manage the inventory system. The project shall include field data collection, data entry, and access to the computer software.

The City will provide the contractor access to *TreeKeeper 8* and will require the contractor record all work orders and updates to tree and site information collected by field personnel within the *TreeKeeper 8* database.

Contractor shall be able to either operate or maintain inventory in existing *TreeKeeper 8* format or convert existing data into another software format that is acceptable to the City. New software format must integrate with existing GPS data that is based on ESRI software, it is to be user friendly, and should be able to search data based on the following different criteria: tree district, street name, street address, tree name, tree species (common and botanical), tree height, DBH and recent work history. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- Grid Areas
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value

- Recommended tree care
- Existing overhead Utilities
- Parkway Size
- Parkway Type

#### D. PRUNING METHODS SPECIFICATIONS

1. Work Quality -All tree pruning shall comply with good arboriculture practices for the particular species of trees being pruned and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z1 33, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

2. Standard -Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

#### E. GRID TREEPRUNING

At the direction of City staff, tree pruning per pre-designed grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning to maintain health, provide clearance, crown reduction, and reducing density in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access by equipment, require the need for specialty equipment (i.e., 95-foot tower).

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, 2133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled

prunmg.

- (c) Contractor shall provide and post "No Parking" signs forty-eight (48) ) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree care operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth
- (h) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, *Yi* inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (i) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

#### F. BLOCK TREE PRUNING

Block tree pruning consists of pruning trees along a block segment or "run" as designated by the City. This is different from "Grid Pruning" where all trees are pruned (small, medium and large-sized) within a grid or district.

#### G. PRUNING FOR CLEARANCE

As directed by city staff, tree pruning shall provide optimum clearance without jeopardizing the health and structure of the tree. Pruning to raise shall be in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- a. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Without damaging the trees, cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
- d. Not all trees can be properly raised for clearance without jeopardizing the balance, structure and/or health of the tree. The City will make the final decision on a case to case basis.

#### H. PRUNING PALM TREES

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seedpods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor, when possible, will use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- b. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the palm. The frond stubs (cut close to trunk)

can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

**I. AESTHEIC AND/OR SERVICE REQUEST TREE PRUNING**

At the direction of the City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, reducing density, crown clearance, maintain health and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional pruning shall be performed to mitigate any extreme effect of the clearance pruning and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. Dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, *Yi* inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. Crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. Trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

**J. TREE REMOVALS**

No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

Diseased and/or infested trees that are removed may require disposing of wood debris using special handling or processing for proper disposal. Additional costs may be discussed with the City.

**K. STUMP REMOVAL/GRIND ING/SOIL REPLACEMENT**

The stump removals will be performed primarily on stumps from 3" dbh to 60" dbh

The stump grinding will be performed on the stumps of City owned trees.

Multiple crews may work simultaneously with the permission of the City or their subordinates. The crews must work at the same general work location.

Failure to begin work promptly or to prosecute the work diligently as described in the task order shall be considered grounds for termination of the contract. Defective, careless

and/or work that is indicative of lack of skill in its execution as determined by the City shall be redone at the Contractor's expense.

The stump removal/grinding/soil replacement portion of the contract shall include notification of Underground Service Alert, grinding, removal and disposal of ground debris, and replacement to grade with approved soil/planting mix. Contractor shall have equipment sufficient to grind any size stump and shall be responsible for the removal and disposal of all wood and wood chips. Any grinding debris must be removed and disposed of the same day that the grinding occurs, and any delays must be approved by the City or duly appointed representative. Removed grinding debris must be replaced to grade within **ONE** day of the grinding. Soil replacement shall be with topsoil blend or an approved substitute. Equipment used in soil replacement shall be included in the lump sum rate. City will pay contractors cost for sandy loam or comparable up to but not to exceed \$62.00 per yard. No grinding shall occur without inspection and utility marking by Underground Service Alert (USA). Grinding personnel shall be fully trained in the recognition of USA markings.

Stumps shall be ground to a minimum depth of **19 inches below the curb surface** unless prevented by the presence of utilities. All major surface roots from the stump in the planter strip shall be ground out.

The City will supply the list of tree stumps to be ground quarterly: **September, December, and March**. City staff will submit the list of stumps to the contractor for notification of Underground Service Alert (USA) for utility marking and commencement of the project. **Grinding shall occur within two weeks of being marked by all USA agencies.**

#### L. TREE PLANTING

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug at appropriate width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the

truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (8' ) feet long, with a one and a half (1 1/2") inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade. Stakes will be provided by City.
- (h) Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting. Guards will be supplied by City.
- (i) In some cases, root barriers may be required. The City will make this determination and supply root barriers. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees will be ordered by City and stored in a location available to the Contractor.

#### M. EMERGENCY RESPONSE

In addition to the services to be provided above, Contractor will respond to the City or the duly appointed representative 's request for work to be performed at an agreed upon price as specified in the cost proposal. The work direction pursuant to this Section shall be confirmed in writing by the Director of Parks & Recreation or her duly appointed representative as soon as circumstances permit.

Contractor shall be required to provide all necessary traffic control during the course of

emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

#### N. LINE CLEARANCE PRUNING

During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified Line Clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

#### O. SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. During the course of Grid pruning, the Contractor shall be required to perform basic tree care that will include but not be limited to tree well adjustments, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

#### P. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

#### Q. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association(ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

#### R. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning



operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City provided "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

#### S. CLEANUP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight when feasible. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean up.

#### T. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed.

- a. At the direction of the City, chips generated from pruning operations within the City may first be dumped at a City designated site.
- b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips may be dumped in specified locations in the City.

#### S. PARKING

The City will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The Contractor will hold the City harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the Contractor may park on City right-of-way near the project area(s).

#### T. PRIVATE PROPERTY

During this work, Contractor will encounter improvements and installations in the public right-of-way that are privately owned. Contractor shall use due care to protect and preserve those privately-owned installations and improvements. However, there may be instances when the work required under these Specifications requires the removal, damage, or destruction of a private installation or improvement. In such an occurrence, Contractor shall immediately contact the Director of Parks & Recreation or her duly appointed representative before proceeding with the work and shall jointly determine how best to proceed. If a private

improvement or installation is damaged or destroyed inadvertently before the Contractor has had a chance to contact the Engineer, the Contractor shall immediately notify the Director of Parks & Recreation or her duly appointed representative of the occurrence with written notice and photographs, and jointly decide how best to proceed.

**EXHIBIT F****SCOPE OF SERVICES & PROPOSAL FORM**

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

**Tree Pruning**

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size (small, medium and large-sized). Approximate quantities are listed below.

## Grid A:

<b>962 @ 0" - 6" Diameter</b>	<b>\$ 85.00</b>	per tree/ Total\$ <b><u>81,770.00</u></b>
<b>436 @ 7" - 12" Diameter</b>	<b>\$ 85.00</b>	per tree / Total\$ <b><u>37,060.00</u></b>
<b>666 @ 13" - 18" Diameter</b>	<b>\$ 145.00</b>	per tree/ Total\$ <b><u>96,570.00</u></b>
<b>632 @ 19" - 24" Diameter</b>	<b>\$ 145.00</b>	per tree/ Total \$ <b><u>91,640.00</u></b>
<b>303 @ 25" - 30" Diameter</b>	<b>\$ 295.00</b>	per tree/ Total\$ <b><u>89,385.00</u></b>
<b>174 @ 31" - 36" Diameter</b>	<b>\$ 295.00</b>	per tree / Total \$ <b><u>51,330.00</u></b>
<b>309 @ 36" - 48" Diameter</b>	<b>\$ 545.00</b>	per tree/ Total\$ <b><u>168,405.00</u></b>
<b>201 @ 48" - 60" Diameter</b>	<b>\$ 545.00</b>	per tree/ Total\$ <b><u>109,545.00</u></b>
<b>134 @ 60"+ Diameter</b>	<b>\$ 745.00</b>	per tree / Total \$ <b><u>99,830.00</u></b>

**Total Grid A:\$ 825,535.00**

## Grid D:

<b>823 @ 0" - 6" Diameter</b>	<b>\$ 85.00</b>	per tree / Total\$ <b><u>69,955.00</u></b>
<b>157 @ 7" - 12" Diameter</b>	<b>\$ 85.00</b>	per tree/ Total \$ <b><u>13,345.00</u></b>
<b>224 @ 13" - 18" Diameter</b>	<b>\$ 145.00</b>	per tree / Total \$ <b><u>32,480.00</u></b>
<b>232 @ 19" - 24" Diameter</b>	<b>\$ 145.00</b>	per tree/ Total\$ <b><u>33,640.00</u></b>
<b>136 @ 25" - 30" Diameter</b>	<b>\$ 295.00</b>	per tree/ Total\$ <b><u>40,120.00</u></b>
<b>51 @ 31" - 36" Diameter</b>	<b>\$ 295.00</b>	per tree/ Total\$ <b><u>15,045.00</u></b>
<b>122 @ 36" - 48" Diameter</b>	<b>\$ 545.00</b>	per tree / Total \$ <b><u>66,490.00</u></b>
<b>36 @ 48" - 60" Diameter</b>	<b>\$ 545.00</b>	per tree / Total \$ <b><u>19,620.00</u></b>
<b>36 @ 60"+ Diameter</b>	<b>\$ 745.00</b>	per tree / Total\$ <b><u>26,820.00</u></b>

**Total Grid D: \$ 317,515.00**

**Total Base Cost Proposal for Grid A & D \$ 1,143,050.00**

**Easton Eucalyptus Tree Trimming**

Perform crown reduction and thin approximately **45 Eucalyptus** trees on Easton Drive between El Camino Real and Vancouver Avenue. *The goal of this section is to reduce the 120ft trees to form a smaller, compact tree and thin the trees to remove epicormics shoots and remove any potential hazards. The trimming will be heavy and may exceed ANSI Standards.*

**Total Easton Eucalyptus Trimming**      \$ 78,750.00

**Skyline Boulevard Eucalyptus Pruning**

Perform crown reduction and thin the grove of Eucalyptus trees on Skyline Blvd between Trousdale Dr. and Rivera Drive. *The goal of this section is to selectively remove branches to reduce crown density and decrease the height and spread of each tree.*

**Total Skyline Blvd. Eucalyptus Pruning**      \$ 198,050.00

**Toledo Court Eucalyptus Pruning**

Perform crown reduction and thin 6 Eucalyptus tree behind 3 Toledo Court.

**Toledo Court Eucalyptus Pruning**      \$ 18,000.00

**Eucalyptus Tree Removals**

*Removals include hauling off all debris, stump grinding, replacing spoils with new soil and working near utility lines. All trees are tagged.*

**Easton Drive: Tree #25** (at 1708 Easton)      \$ 12,000.00

**Tree# 80** (comer of El Camino & Easton)      \$ 22,000.00

**Burlingame Ave: Tree# 47** (comer of Burlingame Ave & Myrtle)\$ 22,000.00

**Service Request Pruning**

For trees that are not included within the Grid, pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standard.s.

**Service Request Pruning: Providing Clearance and Health Maintenance - (per tree):**

19" - 24" Diameter Standard Height	\$ <u>445.00</u>
25" - 30" Diameter Standard Height	\$ <u>595.00</u>
31" - 36" Diameter Standard Height	\$ <u>845.00</u>
36"+ Diameter Standard Height	\$ <u>1495.00</u>

Tree Removal - (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	\$ 75.00
Tree & Stump removal per dia. inch over 25" dbh	\$ 145.00
Tree only removal per dia. inch 0-24" dbh	\$ 50.00
Tree only removal per dia. inch over 25" dbh	\$ 125.00
Stump grinding per Dia. Inch 15-48" dbh at grade	\$ 35.00
Stump grinding per Dia. Inch over 48" dbh at grade	\$ 35.00

Palm Tree Pruning - (per tree):

Prune Date Palm (Phoenix spp.)	\$ 445.00
Prune Fan Palm (Washingtonia spp.)	\$ 175.00
Skin Fan Palm (Washingtonia spp.) per linear foot	\$ 30.00
Prune all other Palm Species	\$ 95.00
Clean trunk for other Palm Species per linear foot	\$ 30.00

Tree Planting - (per tree):

Tree planting includes tree, stakes, ties, and labor.

15-gallon tree	\$ 275.00
24-inch box tree	\$ 475.00

Root Barrier Installation - (per linear foot)

Per foot of root barrier installed	\$ 45.00
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Root Pruning - (per linear foot)

Per foot of roots pruned	\$ 45.00
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Tree Watering - (per hour)

Watering of young trees, includes water truck & operator-per hour. (non-potable water source will be provided by the City).	\$ 99.00
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General Arborists Services - (per hour)

Written Arborist Reports	\$ 139.00
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Emergency Response - (per staff hour)

Evening, Weekend, Holiday Call-Out	\$ 139.00
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minimum number of hours 3.0

Specialty Equipment - (per hour)

28 Ton Crane	\$ 169.00
Scissor Lift	\$ 169.00

**City of Burlingame Tree Pruning & Stump Removal RFP**

**PROPOSAL FORM SIGNATURE PAGE**

**Company Information:**

Company Name: West Coast Arborists, Inc

Mailing Address: 2200 East Via Burton

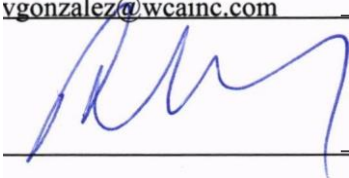
Anaheim, CA 92806

Phone Number: 714-991-1900

Fax Number: 714-956-3745

Email Address: vgonzalez@wcainc.com

**Proposal Submitted By:**

Signature: 

Printed Name: Patrick Mahoney

Title: President

Date: June 1, 2021

Signature: 

Printed Name: Richard Mahoney

Title: Secretary

Date: June 1, 2021

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**If an LLC:**

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

**If a partnership:**

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

**If a sole proprietorship:**

- The Agreement must be signed by the owner.