#### CITY OF BURLINGAME

#### DEPARTMENT OF PARKS AND RECREATION

#### NOTICE TO BIDDERS

#### INSTRUCTION TO BIDDERS

#### PROPOSAL AND AGREEMENT

#### SPECIAL PROVISIONS

#### 2025-2026 LARGE TREE PRUNING AND REMOVALS

FOR USE IN CONNECTION WITH
STANDARD SPECIFICATIONS DATED 2024, STANDARD PLANS DATED 2024
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AMERICAN NATIONAL
STANDARDS INSTITUTE Z133 AND A300 ARBORICULTURE SAFETY AND
MAINTENANCE STANDARDS

MAYOR: PETER STEVENSON, MAYOR

CITY COUNCIL: MICHAEL BROWNRIGG, VICE MAYOR

DONNA COLSON DESIREE THAYER ANDREA PAPPAJOHN

CITY MANAGER: LISA GOLDMAN

CITY CLERK: MEAGHAN HASSEL-SHEARER

PARKS AND RECREATION DIRECTOR: MARGARET GLOMSTAD

FOR THE 2025-2026 LARGE TREE PRUNING AND REMOVAL, THE CITY WILL BE RECEIVING BIDS FOR THIS PROJECT VIA PB SYSTEM™, A FULLY AUTOMATED WEB-BASED VENDOR AND BID MANAGEMENT SYSTEM. PROSPECTIVE BIDDERS SHOULD VISIT <a href="https://pbsystem.planetbids.com/portal/46106/portal-home">https://pbsystem.planetbids.com/portal/46106/portal-home</a> TO REGISTER, DOWNLOAD BID DOCUMENTS, AND SUBMIT THEIR BID. ALL BIDS MUST BE SUBMITTED TO PB SYSTEM™ BEFORE 2:00 P.M. ON WEDNESDAY, NOVEMBER 26, 2025. BID RESULTS WILL BE PUBLICLY OPENED AND READ AT 2:30 P.M. ON WEDNESDAY, NOVEMBER 26, 2025. THOSE SUBMITTING A BID WILL BE SENT AN EMAIL WITH THE CONFERENCE CALL INFORMATION FOR THE BID OPENING.

ADDITIONALLY, THE BID RESULTS WILL BE DISPLAYED IN THE PB SYSTEM AFTER THEY ARE PUBLICLY READ.

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City Standard details are available upon request or found on the City webpage at: https://www.burlingame.org/960/City-Standard-Details



## The City of Burlingame

PARKS DIVISION (650) 558-7330

CITY HALL - 501 PRIMROSE ROAD BURLINGAME, CALIFORNIA 94010-3997

#### **NOTICE TO BIDDERS**

In order to maintain safe distancing practices, the City of Burlingame has made some changes to requesting bid documents, submitting bids, and opening bids.

For the 2025-2026 Large Tree Pruning and Removal, the City will be receiving bids for this project via PB System<sup>TM</sup>, a fully automated web-based vendor and bid management system. Prospective bidders should visit <a href="https://pbsystem.planetbids.com/portal/46106/portal-home">https://pbsystem.planetbids.com/portal/46106/portal-home</a> to register, download bid documents, and submit their bid. All bids must be submitted to PB System<sup>TM</sup> before 2:00 P.M. on Wednesday, November 26, 2025. Bid results will be publicly opened and read at 2:30 P.M. on Wednesday, November 26, 2025. Those submitting a bid will be sent an email with the conference call information for the bid opening. Additionally, the bid results will be displayed in the PB System<sup>TM</sup> after they are publicly read.

The work consists of tree removal and pruning of eucalyptus trees and other species growing adjacent railroad tracks and Skyline Blvd, Sanchez Avenue, and La Mesa Court. Contractor shall be responsible for following all OSHA and ANSI regulations for safe and effective tree work. Additionally, contractor shall follow California DOT requirements for traffic control relating to direction of both vehicle and bicycle traffic. All traffic modifications shall be approved by Burlingame Public Works via an approved encroachment permit. Visit <a href="https://www.burlingame.org/900/Encroachment-Permit">https://www.burlingame.org/900/Encroachment-Permit</a> to view and or complete the application. Work hours are limited to weekdays between 8:00 A.M. – 5:00 P.M.

Special Provisions, Specifications and Plans, including prevailing wage rates to be paid in compliance with Section 1773.2 of the California Labor Code and related provisions, may be inspected in the office of the City Engineer during normal working hours at City Hall, 501 Primrose Road, Burlingame, California. Prevailing wage rates are also available for review at the State of California Department of Industrial Relations' Web site.

A mandatory pre-proposal meeting associated with this project will be held on Wednesday, November 19, 2025, at 10:00 A.M., at the corner of Trousdale Ave. and Skyline Blvd., Burlingame, CA 94010.

Any questions regarding this project should be submitted through the online Q&A feature of PB System<sup>TM</sup>. Questions can be submitted until 12:00 P.M. on Friday, November 21, 2025. Answers will be made available via PB System<sup>TM</sup>.

The Contractor shall possess a C-61/D49 license <u>prior</u> to submitting a bid.

No contractors and subcontractor may be listed on the bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.5(a)].

All contractors and subcontractors will be required to furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

All contractors and subcontractors will be required to submit a California Air Resources Board (CARB) compliance statement with the bid proposal. Failure to submit this statement may result in a nonresponsive bid.

Richard Holtz City Arborist

DATE OF POSTING: 11/5/2025

#### INSTRUCTIONS TO BIDDERS

#### 2025-2026 LARGE TREE PRUNING AND REMOVAL

Proposals shall be submitted in accordance with the Special Provisions and these Instructions.

#### General Instructions

- 1. The City of Burlingame will be receiving bids for this project via PB System<sup>™</sup>, a fully automated web-based vendor and bid management system.
- 2. Bidders who have not already done so may register to use the system by proceeding as follows:
  - a. Go to <a href="https://pbsystem.planetbids.com/portal/46106/portal-home">https://pbsystem.planetbids.com/portal/46106/portal-home</a>
  - b. Click on "Vendor Registration"
  - c. Complete the form by navigating through the different tabs and submit.
  - d. Once registered please go to Bid Opportunities to see our current bids and become a prospective bidder by downloading the bid documents.
- 3. A bid shall cover all items of the bidding schedule. Blank spaces in the bid shall be properly filled in, and the wording thereof must not be changed. Additions shall not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation shall be explained or noted in the bid over the signature of the bidder.
- 4. Bids are due before 2:00 P.M. on Wednesday, November 26, 2025. Late bids will not be accepted. Bid results will be publicly opened and read at 2:30 P.M. on Wednesday, November 26, 2025. Those submitting a bid will be sent an email with the conference call information for the bid opening. Additionally, the bid results will be displayed in the PB System<sup>TM</sup> after they are publicly read.
- 5. A **mandatory** pre-proposal meeting associated with this project will be held on Wednesday, November 19, 2025, at 10:00 A.M., at the corner of Trousdale Dr. and Skyline Blvd., Burlingame, CA 94010.
- 6. Any questions regarding this project should be submitted through the online Q&A feature of PB System<sup>TM</sup>. Questions will be accepted until 12:00 P.M. on Friday

**November 21, 2025.** Answers will be available online via PB System<sup>TM</sup>.

- 7. Bids shall be made upon the form provided, properly executed and with all items completed. All signatures shall be in longhand.
- 8. Bids shall not be unbalanced. Any apparent unbalancing of bids may be considered sufficient grounds for rejection of a proposal.

#### Licensure

All bidders shall have the class of license(s) listed in the Notice Inviting Sealed Bids <u>prior</u> to submitting a bid.

#### Bidder's Bond

Each bid must be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid, and such a check or bond shall be made payable to the City of Burlingame as set forth in Section 2 of the Special Provisions. If the successful bidder fails to file the bonds or to provide the insurance required by the Contract Documents, or refuses to enter into a contract within the specified time, it shall be liable for any difference by which the cost of procuring the work exceeds the amount of its bid and the bond or the amount of cash or check shall be available to offset such difference.

#### Examination of Plans, Specifications and Site Work

Before submitting a bid, each bidder shall carefully read the Specifications and all other Contract Documents. The bidder shall visit the site of the Project and shall fully inform itself as to all existing conditions and limitations under which the work is to be performed, and it shall include in its bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination. Bidders shall report any discrepancies in the field conditions or Contract Documents that they discover to the City before bids are opened.

#### Competency of Bidder

Any bidder may be required to furnish evidence satisfactory to City that it and its proposed subcontractors have sufficient means and experience in the type of work called for to ensure completion of the contract in a satisfactory manner.

#### Withdrawal of Bid

Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

#### Award or Rejection of Bids

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to City's right to reject any or all bids and to waive informalities to the fullest extent provided by law in the bids.

#### Withdrawal of Bids after Opening

No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

#### Execution of Agreement

The successful bidder, as Contractor shall, within ten (10) calendar days after notice of award, execute and deliver to City one original and one counterpart of the Agreement, which is included in the Contract Documents.

#### Labor and Materialpersons Bond, Deposit of Securities

At or prior to the delivery of the signed Agreement, Contractor shall deliver to the City a Contractor's Payment (Labor and Materials) Surety Bond, as are required by the Special Provisions. All bonds shall be in the general forms designated by City, and each shall be in an amount equal to one hundred percent (100%) of the contract price. All bonds shall be approved by the City Attorney before the successful bidder may proceed with the work. Failure or refusal to furnish bonds in the form satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the award of contract.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City, as provided in the Special Provisions.

#### Insurance

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to the City the policies of insurance and certificates and endorsements that are required by the Special Provisions. Failure or refusal to furnish insurance policies or certificates in the form Instructions to Bidders

satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract. All policies, endorsements, and certificates of insurance shall be approved by the City Attorney before the successful bidder may proceed with any work.

#### Interpretation of Drawings and Documents Prior to Bidding

If any potential bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, it may submit to the City Arborist a written request for an interpretation or correction thereof not later than five working days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum. Bidders shall confirm the existence of any and all addenda. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

#### Addenda

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids and shall be made a part of the Contract Documents. Each bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to do so may result in the bid being rejected and labeled as non-responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions. It is the responsibility of the Contractor to contact the City to determine the existence of any and all addenda.

#### Bidders Interested in More than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

#### Special Notice

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

#### List of Subcontractors

Bidders shall submit a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Public Contract Code of the State of California. A form for this designation is furnished in the Contract Documents.

#### Additional Sureties

If at any time during the continuance of the contract the Sureties, or any of them, shall, in the opinion of City, be no longer responsible, the City shall have the right to require additional and sufficient Sureties which Contractor shall furnish to the satisfaction of City within ten (10) working days after notice.

#### Definition of Contract Documents

The term "Contract Documents" is defined in section 1.03 Definitions and Terms of the Special Provisions and in the AGREEMENT FOR PUBLIC IMPROVEMENT. The submission of any bid shall be deemed a thorough and complete understanding of all provisions of the Contract Documents.

#### Business License

All Contractors, whether they are general Contractors or subcontractors, who transact or carry on business in the City, shall acquire a Business License in conformance with the Burlingame Municipal Code.

#### Wages

Workers employed in the work must be paid at rates at least equal to the then current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. A copy is on file in the City Department of Public Works, and is also available for review at the State of California Department of Industrial Relations' web site at <a href="https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>.

Pursuant to Labor Code Section 1770 *et. seq*, any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the calls for bids.

#### Unit Prices

Because unit prices are key elements of bid award and contract administration, in case of discrepancy between the unit price and the total set for a unit basis item, the unit price shall prevail. If, however, the unit price is omitted, ambiguous, unintelligible, or uncertain for any reason, or if it is the same amount as set forth in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity to determine the unit price.

## **GENERAL**

## 2025-2026 LARGE TREE PRUNING AND REMOVAL

$\_\_\_$ ,2	0
TO THE CITY OF BURLINGAME, CALIFORNIA:	
Pursuant to the foregoing Notice to Contractors, the undersigned bidder has reviewed examined the Request for Proposal (RFP), and any addenda in their entirety, and hereby states the firm is qualified to construct the project. The bidder herewith submits its proposal on the Form, Designation of Subcontractors, and Statement of Experience Qualifications, Non-Colle Declaration, and Statement under Public Contract Code Section 10285.1 attached hereto and a part hereof, and binds itself on award by the City of Burlingame under this proposal to exin accordance with such award, a contract, of which this Proposal and the Notice to Contract Instructions to Bidders, Special Provisions, Standard Specifications, and Plans and Specifications are hereby made a part of this Proposal and all provisions thereof are hereby accepted.	s that e Bid usion made ecute ctors,
In submitting this proposal, the bidder has confirmed the existence of any and all addenda accepts the changes to the contract included in all addenda. The bidder shall include speacknowledgement in the space provided of receipt of all addenda issued during the bidding per	ecific
The bidder further agrees that in case of its default in executing the Contract Documents providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying proposal and the money payable thereon shall be and remain the property of the Cir. Burlingame, as provided in the Instructions to Bidders and the Special Provisions.	ng its
Company name:	
(Corporate Seal)	
Signature	
Address	
Contractor's license number:	
Contractor's telephone no.	
Contractor's facsimile no.	

## 2025-2026 LARGE TREE PRUNING AND REMOVAL

If a corporation, organized under the laws of	the state of:,
Nature of firm (corporation, partnership, etc names and titles of officers of the corporation	e.) and names of individual members of the firms, or n:
Name	Title

#### **DESIGNATION OF SUBCONTRACTORS**

(Public Contract Code Sections 4100 et seq.)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL
2025-2026 LARGE TREE PRUNING AND REMOVAL

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or \$10,000 whichever is greater.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, Contractor shall not allow or permit any subcontractor that is ineligible to perform work on a public works project pursuant to Labor Code Section 1777.1 or 1777.7, to perform any work on this Project.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this proposal and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

#### LIST OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	STATE CONTRACTORS LICENSE #	DIR REGISTRATION #	WORK TO BE DONE BY SUBCONTRACTOR
NAME OF BIDDER:				

Proposal Page 4

Signature:

#### STATEMENT OF EXPERIENCE QUALIFICATIONS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL 2025-2026 LARGE TREE PRUNING AND REMOVAL

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The bidder has been engaged in the contracting business, under the present business name, For five (5) years. Experience in work of a nature similar to that covered in the proposal extends over a period of <u>five (5)</u> years

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

YEAR	TYPE OF WORK PROJECT NAME	CONTRACT AMOUNT	LOCATION	FOR WHOM PERFORMED	CONTACT NAME AND PHONE NO.

#### REMOVAL

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, CAPACITY	CONDITION	LOCATION

NAME OF BII	DDER:		
Signature:			

## **NON-COLLUSION DECLARATION**

(PUBLIC CONTRACT CODE SECTION 7106)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL 2025-2026 LARGE TREE PRUNING AND REMOVAL

I,	, declare under penalty of perjury that I am	(sole
owner,	partner, president, etc.) of	, the
party n	naking the foregoing bid; that the bid is not made in the interest of	f, or on behalf of,
any unc	disclosed person, partnership, company, association, organization, o	r corporation; that
the bid	is genuine and not collusive or sham; that the bidder has not dire	ectly or indirectly
induced	d or solicited any other bidder to put in a false or sham bid, and h	as not directly or
indirect	tly colluded, conspired, connived, or agreed with any bidder or any	one else to put in
a sham	bid, or that anyone shall refrain from bidding; that the bidder has n	ot in any manner,
directly	or indirectly, sought by agreement, communication, or conference	with anyone to fix
the bid	price of the bidder or any other bidder, or to fix any overhead, prof	it, or cost element
of the b	oid price, or of that of any other bidder, or to secure any advantage	against the public
body av	warding the contract or anyone interested in the proposed contract;	that all statements
contain	ed in the bid are true; and, further, that the bidder has not, direct	etly, or indirectly,
submitt	ed his or her bid price or any breakdown thereof, or the contents th	ereof, or divulged
informa	ation or data relative thereto, or paid, and will not pay, any fee to	any corporation,
partner	ship, company, association, organization, bid depository, or to any	member or agent
thereof	to effectuate a collusive or sham bid.	
	I declare under penalty of perjury that the foregoing is true and co	rrect and this was
execute	ed on the date shown below at	·
	(City, State)	
<b>5</b> . 1		
Dated:		
NAME	OF BIDDER:	
Signatu	are	

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID 2025-2026 LARGE TREE PRUNING AND REMOVAL

In accordance with Public Contract Code Section 10285.1 (Stats. 1985, Ch. 376), the bidder
hereby declares under penalty of perjury under the laws of the State of California that the
bidder has, has not been convicted within the preceding three years of any
offenses referred to in that section, including any charge of fraud, bribery, collusion,
conspiracy, or any other act in violation of any state or federal antitrust law in connection
with the bidding upon, award of, or performance of, any public works contract, as defined in
Public Contract Code Section 1101, with any public entity, as defined in Public Contract
Code Section 1100, including the Regents of the University of California or the Trustees of
the California State University. The term "bidder" is understood to include any partner,
member, officer, director, responsible managing officer, or responsible managing employee
thereof, as referred to in Section 10285.1.
[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT"
IN ONE OF THE BLANK SPACES ABOVE.]
The above Statement is part of the Proposal. Bidders are warned that making a false
certification may subject the certifier to criminal prosecution.
I declare under penalty of perjury that the foregoing is true and correct and this was
executed on the date shown below at (City, State)
(City, State)
Dated:
NAME OF BIDDER:
Signature

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary
interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding
on, or completing a federal, state, or local government project because of a violation of law
or a safety regulation?
• •
No Yes
If the answer is yes, explain the circumstances below:
I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at
on the date shown below at (City, State)
Dated:
NAME OF BIDDER:

#### **Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this	s wa
executed on the date shown below at	
(City, State)	
Dated:	
NAME OF BIDDER:	
Signature	

## California Air Resources Board (CARB) Compliance Statement

In accordance with the California Environmental Protection Agency Air Resources Board (CARB), the Bidder shall provide and attach a copy of the certificate of reported compliance in use off road Diesel Fueled Fleets regulation. (ATTACH CERTIFICATION OF COMPLIANCE)

All contractors and subcontractors will be required to submit with the bid proposal Certificates of Reported Compliance (CRC) which is stored at the California Air Resources Board (CARB) website. Failure to submit this certification may result in a nonresponsive bid.

https://ssl.arb.ca.gov/ssldoors/doors reporting/doors login.html

All CRC shall contain an off-road diesel fleet identification number and valid certificate. Contractor shall submit and confirm all CRC have been submitted to the CARB website or have indicated that CARB compliance does not apply to the contractor or subcontractor with a detailed reasoning for said exemption.

If the project is exempt from this requirement state, the reason below:

I declare under penalty of perjury that the foregoing is true and correct and this	s wa
executed on the date shown below at	•
(City, State)	
Dated:	
NAME OF BIDDER:	
Signature	

## **POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS. That constituting
all of the (general partners/venturers) of the (partnership/joint venture) known as
which
desirous of entering into a contract with the City of Burlingame, do hereb
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
proposal for and to execute and enter into Contract for Tree Pruning, Removal & Stum
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; an
the undersigned specifically acknowledge and agree that the execution of such proposal
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 obligation
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, 2025.
Dated:
Buted.
NAME OF BIDDER:
Signature

#### 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 employee 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.

Dated:		
NAME OF BIDDER:		
Signature		

## CERTIFICATE REGARDING WORKERS COMPENSATION

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

2025 LARGE TREE PRUNING AND REMOVAL
Contract No. (TBD by CITY)
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:
NAME OF BIDDER:
Signature

(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.)

# AGREEMENT FOR TREE MAINTENANCE 2025-2026 LARGE TREE PRUNING AND REMOVAL

THIS AGREEMENT, made in duplicate and entered into in the City of Burlingame,
County of San Mateo, State of California on, 2025 by and
between the CITY OF BURLINGAME, a Municipal Corporation, hereinafter called "City",
anda (California Corporation, LLC, etc.), hereinafter called
"Contractor."
WITNESSETH:
WHEREAS, City has taken appropriate proceedings to authorize maintenance of
City-maintained trees and improve public safety herein provided for and to authorize
execution of this Contract; and
WHEREAS, pursuant to State law and City requirements, a notice was duly
published for bids for the contract for the improvement hereinafter described; and
WHEREAS, on, after notice duly given, the City of Burlingame
awarded the contract for the prescribed tree work along California Drive, Bernal Avenue,
Vancouver Avenue and the Arguello Drive side of Mills Canyon hereinafter described to
Contractor, which the City found to be the lowest responsive, responsible bidder for these
improvements; and
WHEREAS, City and Contractor desire to enter into this Agreement for the
construction of said improvements.
NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

#### 1. Scope of work.

Contractor shall perform the work described in those Contract Documents entitled:

#### 2025-2026 LARGE TREE PRUNING AND REMOVAL

#### 2. The Contract Documents.

The complete contract between City and Contractor consists of the following documents: this Agreement; Notice Inviting Sealed Bids, attached hereto as Exhibit A; the accepted Bid Proposal, attached hereto as Exhibit B; the prescribed tree work, specifications, provisions, addenda, contained in the bid documents titled "2025 Large"

Tree Pruning and Removal" attached as Exhibit C; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds; which are collectively hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

#### 3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment of the work above agreed to be done, the sum of \_\_\_\_\_\_ dollars (\$Sum), called the "Contract Price". This price is determined by the lump sum and unit prices contained in Contractor's Bid. In the event authorized work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

#### 4. Termination

At any time and with or without cause, the City may suspend the work or any portion of the work for a period of not more than 90 consecutive calendar days by notice in writing to Contractor that will fix the date on which work will be resumed. Contractor will be granted an adjustment to the Contract Price or an extension of the Time for Completion, or both, directly attributable to any such suspension if Contractor makes a claim therefor was provided in the Contract Documents.

The occurrence of any one or more of the following events will justify termination of the contract by the City for cause: (1) Contractor's persistent failure to perform the work in accordance with the Contract Documents; (2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; (3) Contractor's disregard of the authority of the City Engineer or City Arborist; or (4) Contractor's violation in any substantial way of any provision of the Contract Documents. In the case of any one or more of these events, the City, after giving Contractor and Contractor's sureties seven calendar days written notice of the intent to terminate Contractor's services, may initiate termination procedures under the provisions of the Performance Bond. Such termination will not affect any rights or remedies of City against Contractor then existing or that accrue

thereafter. Any retention or payment of moneys due Contractor will not release Contractor from liability. At the City's sole discretion, Contractor's services may not be terminated if Contractor begins, within seven calendar days of receipt of such notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of such notice.

Upon seven calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 5. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

#### 6. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

Richard Holtz, Parks Superintendent / City Arborist City of Burlingame 850 Burlingame Ave Burlingame, California 94010 (650) 558-7333

Notices required to be given to Contractor shall be addressed as follows:

Name/Title Company Street Address City, State, Zip Phone

#### 7. Interpretation

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

#### 8. Waiver or Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

#### 9. Controlling Law.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

#### 10. <u>Successors and Assignees.</u>

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto but may not be assigned by either party without first obtaining the written consent of the other party.

#### 11. Severability.

If any term or provision of this Agreement is deemed invalid, void, or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

#### 12. Insurance.

- 12.1 <u>Time for Compliance.</u> Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.
- 12.2 <u>Minimum Requirements.</u> Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or

subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.
- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$4,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.
- (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the

alternative, the City may suspend or terminate this Agreement.

- (D) Additional Insured. The City of Burlingame, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.
- 12.3 <u>Insurance Endorsements.</u> The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- 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 of Burlingame, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 pursuant to this Section 3.2.11.3(A).
- (B) 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; and (2) 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 pursuant to this Section 3.2.11.3(B).

- (C) 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.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

### 12.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies 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. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

- 12.6 <u>Subcontractor Insurance Requirements.</u> Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.
- 12.7 <u>Acceptability of Insurers.</u> Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-: VIII, licensed to do business in California, and satisfactory to the City.
- 12.8 <u>Verification of Coverage.</u> Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 12.9 <u>Reporting of Claims.</u> Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

#### 13. Indemnification.

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the

actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**IN WITNESS WHEREOF**, two identical counterparts of this Agreement, consisting of five pages, including this page, each of which counterparts shall for all purposes be deemed an original of this Agreement, have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

CITY OF BURLINGAME, a Municipal Corporation	CONTRACTOR
Ву	By
Lisa Goldman, City Manager	Print Name: Company Name:
Approved as to form:	
Michael Guina, City Attorney	
ATTEST:	
Meaghan Hassel-Shearer, City Clerk	

#### CITY OF BURLINGAME

#### DEPARTMENT OF PARKS AND RECREATION

#### **SPECIAL PROVISIONS**

#### **FOR**

#### 2025-2026 LARGE TREE PRUNING AND REMOVAL

#### GENERAL CONDITIONS

#### SECTION 1. DEFINITIONS AND TERMS

#### 1.01 General

The following shall be added to Standard Specifications Section 1-1.01:

The work contemplated herein shall be done in accordance with these Specifications as defined in the Special Provisions Section 1.03, and the Municipal Code of the City of Burlingame, insofar as the same may apply and in accordance with the following Special Provisions.

In the case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

#### 1.02 Abbreviations

Abbreviations of the Standard Specifications shall be amended to include the following:

AIA American Institute of Architects
APWA American Public Works Association
ASA American Standard Association
CSI Construction Specifications Institute

IAMPO International Association of Mechanical & Plumbing Officials

ICBO International Conference of Building Officials

UBC Uniform Building Code UPC Uniform Plumbing Code

#### 1.03 Definitions and Terms

The definitions in Standard Specifications Section 1-1.07B are amended as follows:

As used herein, unless the context otherwise requires, the following terms have the following meanings:

**Agency:** The legal entity for which the work is being performed.

**Arborist:** The City Arborist of the City of Burlingame State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

<u>Authorized Laboratory</u>: The laboratory authorized by the Engineer to test materials and work involved in the contract.

Contract Documents: The Contract Documents shall include the complete contract between City and Contractor, which shall consist of the following documents: the Agreement and Notice Inviting Sealed Bids; the accepted Bid Proposal; the prescribed tree work, specifications, provisions, and addenda contained in the bid documents entitled "2025 Large Tree Pruning and Removal"; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. In case of any inconsistencies among the various documents, the Agreement shall prevail.

Contract Acceptance: The formal written contract acceptance of an entire contract by the City Council at a regularly scheduled meeting, recorded in the County of San Mateo Recorder's Office, titled "Notice of Completion," signed by an authorized official of the City of Burlingame, which has been completed in all respects in accordance with the plans and specifications and any modification thereof previously approved.

**City:** The City of Burlingame, State of California.

**Department:** The Department of Parks and Recreation of the City of Burlingame.

**<u>Director</u>**: The Director of Parks and Recreation of the City of Burlingame, California.

**Engineer:** The City Engineer of the City of Burlingame, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

<u>Inspector</u>: An inspector employed or retained by the City to perform inspection during construction of the work under the direction of the Director.

**Legal Holiday:** A holiday as specified in Section 5.04 of these Special Provisions.

**Owner:** The City of Burlingame, a political subdivision of the State of California.

**Plans:** Standard plans, revised standard plans and project plans.

1. **Project plans**: Drawings specific to the project, including authorized shop drawings.

2. **Standard plans:** 2024 California Department of Transportation Standard Plans, City of Burlingame Standard Details, and any other local agency or district standard plans or details referenced in project plans.

The California Department of Transportation standard plans are available at: <a href="https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications</a>

The City of Burlingame Standard Details are available at: <a href="https://www.burlingame.org/960/City-Standard-Details">https://www.burlingame.org/960/City-Standard-Details</a>

**Specifications:** Standard specifications, and special provisions, as follows:

1. **Special Provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of this bid book titled *Notice to Bidders/Proposal and Agreement/Special Provisions*.

**Standard Specifications:** Specifications standard to City construction projects. These specifications are in a book titled State of California Department of Transportation *Standard Specifications 2024* (Standard Specifications or SS). These standard specifications are available at: https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications

Any reference therein to the State of California or a State agency, office or officer, acting under the Standard Specifications shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

<u>State</u>: In references where context applies to "State" as the owner of the Project, the City of Burlingame.

<u>Supplementary General Conditions:</u> The part of the Contract Documents that makes additions, deletions, or revisions to these General Conditions.

<u>Technical Specifications:</u> Those portions of the Contract Documents consisting of the written technical descriptions of products and execution of the Work.

<u>Work:</u> The entire completed construction required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

### **SECTION 2. BIDDING**

### 2.01 General

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which it shall observe in the preparation of the proposal form and the submission of the bid.

The following Sections in the Standard Specifications are deleted:

- 2-1.15, "Disabled Veterans Business Enterprises".
- 2-1.18, "Small Business and Non-small Business Subcontracting Preferences".
- 2-1.27, "California Companies"

## 2.02 Subcontractor List

Standard Specifications Section 2-1.10, "Subcontractor List," is replaced by the following:

## 2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

- 1. Business name and the location of its place of business.
- 2. California contractor license number for a non-federal-aid contract.
- 3. Public works contractor registration number
- 4. Portion of work it will perform.

# 2.03 Proposal Pages

Standard Specifications Section 2-1.33, "Bid Document Completion" is amended to provide that the bid documents shall include the required proposal pages or copies thereof completed and signed, including Proposal to the City of Burlingame, Designation of Subcontractors, Experience Qualifications, Non-Collusion Declaration, Public Contract Code Compliance Statement and Questionnaire, and Bid Sheet in these Special Provisions.

# 2.04 Compliance Statement

The Contractor shall complete a statement indicating compliance with Public Works Contracts Code Section 10285.1 and Public Contract Code Section 10162 Questionnaire. These documents shall be completed and included in the Proposal.

# 2.05 Bidder's Security

Standard Specifications Section 2-1.34, "Bidder's Security" is replaced with the following:

If Contractor's bid is greater than \$25,000, a Contractor shall submit bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

- 1. Cashier's check
- 2. Certified check
- 3. Signed bidder's bond by an admitted surety insurer

A sample bid bond is provided at the end of this Section.

Bidders shall submit a cashier's check, a certified check, or a bidder's bond to the City before the bid opening time. The bidder's security shall be made payable to the City of Burlingame.

# **BIDDER'S BOND**

### KNOW ALL PERSONS BY THESE PRESENTS:

inat we,	as
Principal,	and
as Surety, are held and firmly bound un municipal corporation of the State of California (he penal sum of ten percent (10%) of the total aggree Principal above named, submitted by said Principal above	nereinafter called "City") in the egate amount of the bid of the cipal to the City for the work wful money of the United State, neirs, executors, administrators ese presents. In no case shall
The condition of this obligation is such that a bid to specifically described as follows, for which be,, 20, at:Principal to City:	oids are to be opened on

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner required under the Specifications, after the prescribed forms are presented to the Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance of the Contract and the other to guarantee payment for labor and materials as provided by law as well as files insurance certificates and equal employment opportunity documentation required under the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by City, and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of, 20	
	(Seal)
	_

NOTE: Attach notary acknowledgment for signatures of those executing for Principal and Surety

### SECTION 3. AWARD AND EXECUTION OF CONTRACT

### 3.01 General

The bidder's attention is directed to the provisions of Standard Specifications Section 2, "Bidding," and Section 3 "Contract Award and Execution,", and to "Proposal Requirements and Conditions," of these Special Provisions for the requirements and conditions concerning award and execution of the contract, with the following clarifications, changes and additions.

The second paragraph of Standard Specifications Section 3-1.02A, "General," is replaced with the following:

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Agency's Engineer Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Cents symbols also have no significance in establishing any unit price or item total because all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

Standard Specifications Section 3-1.02B, "Tied Bids," is replaced with:

### 3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

Standard Specifications Sections 3-1.08, "Small Business Participation Report," and 3-1.11, "Payee Data Record," are deleted.

### 3.02 Award of Contract

To the fullest extent provided by law, the City reserves the right to waive any irregularities and/or informalities in any bid received.

The award of the contract, if it be awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within forty-five (45) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within sixty (60) days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within seventy-five (75) days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extensions for such further periods as may be agreed upon in writing between the City and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

# 3.03 Contract Bonds

(Reserved)

### 3.04 Agreement Execution

The Contractor shall sign and return the contract agreement and furnish required bonds and insurance certificates within ten (10) working days after the date of the letter of Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may proceed to declare the bid bond forfeited and award the bid to another bidder.

# 3.05 Return of Proposal Guaranties

Bidders' attention is directed to Standard Specifications Section 3-1.19, "Bidders' Securities."

### 3.06 Insurance

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW AND IN STANDARD SPECIFICATIONS SECTIONS 3-1.07, "INSURANCE POLICIES," and 7-1.06, "INSURANCE."

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT OR THE AWARD MAY BE REVOKED AND SUFFER LOSS OF BID BOND.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Standard Specifications Section 7-1.06, "Insurance," is amended to include the following:

# (a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- (3) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

## (b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

(1) General Liability: \$4,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

## (c) Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## (d) Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provision:

- (1) General Liability and Automobile Liability Coverages
  - (A) The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.
  - (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.
  - (C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.
  - (D) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

# (2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

# (3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

# (e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and be authorized to conduct business with regard to the profferred lines of insurance in the State of California.

# (f) <u>Verification of Coverage</u>

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

## (g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### SECTION 4. SCOPE OF WORK

#### 4.01 General

Attention is directed to Standard Specifications Section 4, "Scope of Work," and these Special Provisions.

# 4.02 Value Engineering

The last paragraph of Section Standard Specifications 4-1.07C, "Value Analysis Workshop." is replaced with:

The Contractor will be responsible for all workshop costs. The City will not reimburse Contractor for any associated costs with conducting a value analysis workshop.

Attention is directed to the provisions in Standard Specifications Sections 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," and these Special Provisions.

# 4.03 Increases of More than Twenty-Five Percent (25%) of Engineer's Estimate

The last paragraph in Standard Specifications Section 9-1.06B, "Increases of More Than Twenty-Five Percent," is amended to read as follows:

"When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate, is less than \$5,000 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in said price if the Engineer so elects, except that an adjustment may be made if requested in writing by the Contractor.

It is the Contractor's responsibility to continually analyze and apply the estimated quantities provided in the Contract and to use the knowledge gained from site visits, construction, and professional experience, to update the estimated quantities as the work progresses. If and when the Contractor reaches seventy-five percent (75%) of the estimated quantities of materials required for any portion of the work as specified in the Plans and Specifications and has any reasonable belief that the Contractor will be required to exceed those estimated quantities by more than ten percent (10%), the Contractor shall provide written notice to the Engineer of the possibility and the estimated quantities required to complete the work. If the Contractor fails to provide that written notice before delivering materials in excess of the originally estimated quantities, the Contractor shall not be entitled to any additional compensation or payment for the additional work or materials needed for the additional materials above one hundred and ten percent (110%), but nevertheless shall be required to complete the work."

# 4.04 Changes Initiated by the City

The City reserves the right to change the scope of this contract to accommodate budget constraints. The City shall have full authority and discretion to determine the decrease or increase in quantities required as well as the sub-projects that will be altered, added, or deleted. The Contractor shall not be entitled to any additional compensation or adjustment in the unit prices bid because of the above-stated rights.

### SECTION 5. CONTROL OF WORK

### 5.01 General

The control of the work shall be in conformance with Standard Specifications Section 5, "Control of Work,", except as herein amended.

The following sections in the Standard Specifications are deleted:

Section 5-1.09, "Partnering"

Section 5-1.13C, "Disabled Veteran Business Enterprises"

Section 5-1.13D, "Non-Small Businesses"

Section 5-1.27E "Change Order Bills"

Section 5-1.43E "Alternative Dispute Resolution"

# 5.02 Coordination and Interpretation of Plans, Specifications and Special Provisions

Standard Specifications Section 5-1.02, "Contract Components," is replaced with the following:

## 5-1.02 CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

- 1. The governing ranking of Contract parts in descending order is:
  - 1.0 Proposal, and Agreement
  - 1.1 Supplementary General Conditions of the Special Provisions
  - 1.2 General Conditions of the Special Provisions
  - 1.3 Technical Specifications of the Special Provisions
  - 1.4 Project plans
  - 1.5 City of Burlingame Standard Details
  - 1.6. Standard Specifications
  - 1.7 (State) Standard Plans
  - 1.8 Supplemental project information
- 2. Written numbers and notes on a drawing govern over graphics
- 3. A detail drawing governs over a general drawing
- 4. A specification in a section governs over a specification referenced by that section

In the event of a discrepancy between units shown on plans, in the special provisions and in the proposal, the units shown in the proposal shall govern.

If a discrepancy is found or confusion arises, submit an RFI.

# 5.03 Superintendence

Standard Specifications Section 5-1.16, "Representative," is amended to include the following:

The Contractor's representative shall be available to personally talk to the Engineer within any eight (8) hour period when work is being performed on the project. A telephone number for such purpose shall be given to the Engineer at the start of the project.

The Contractor shall furnish to the Engineer the telephone number of a representative or answering service which will be responsible for responding to emergency calls (e.g., barricade replacement) from the Engineer during non-scheduled working hours.

If the Contractor fails to respond and correct the emergency condition within three (3) hours, and if, in the judgment of the Engineer, correction of the emergency condition should not be deferred until the next regularly scheduled working day, then the Engineer shall have the right to make appropriate arrangements to correct such emergency condition and charge the cost thereof to the Contractor.

## 5.04 Inspection

The following is added to Standard Specifications Section 5-1.01, "General:":

The Contractor shall not perform any work during weekend days or City Holidays without the written permission of the Engineer. A fine of \$5000 per violation will be deducted from the next progress payment should the Contractor perform unauthorized weekend or Holiday work.

The Contractor shall pay for all inspections required to be performed by City employees due to the scheduling of work by the Contractor between 5:00 P.M. and 8 A.M. on weekdays, and anytime on Saturdays, Sundays and City Holidays, and shall include travel time of the inspector.

City holidays are as follows:

- \*New Year's Day
- \*Martin Luther King's Birthday
- \*President's day
- \*Memorial Day
- \*Independence Day
- \*Labor Day

Indigenous Peoples Day

- \*Veteran's Day
- \*Thanksgiving Day

Day After Thanksgiving

- ½ Day Christmas Eve
- \*Christmas Day
- ½ Day New Year's Eve

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

<sup>\*</sup>Indicates holidays covered by "Construction Hours" restrictions of these Special Provisions Section 7.02.

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

# 5.05 Payments to Subcontractors

The following is added to Standard Specifications Section 5-1.13A, "General,":

The Contractor shall comply with the provisions in Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors.

The Contractor shall furnish a written statement showing all work to be subcontracted, giving the names and addresses of all subcontractors and a description of each portion of the work to be subcontracted. The Designation of Subcontractors statement shall be on the form furnished by the City as part of the Bid documents and shall be considered an integral part of those documents.

Pursuant to Public Contract Code Section 6109, no contractor or subcontractor that is ineligible under Labor Code Section 1777.1 or 1777.7 may bid or work on this project. Any contract entered into between the Contractor and such an ineligible subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on this project, and any public money that may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

## 5.06 Permits

The Contractor shall obtain all permits, licenses, bonds, pay all charges and fees (including inspection fees); and other authorization required by all affected jurisdictions involved in this job, at its own expense, unless otherwise specified in Supplementary General Conditions of these Special Provisions. The City's issuance of permits shall not relieve the Contractor of its responsibility as described in this section.

City permits, if required, shall have all fees waived, except for City business licenses. All subcontractors performing work within the limits of the City of Burlingame shall also obtain a City Business Licenses in accordance with these Special Provisions Section 5.07, "City Business License."

Compliance with NPDES Permit. The Contractor shall comply with all requirements of the permit and shall not, directly or indirectly, cause a sanitary sewer overflow or prevent the City from complying with the requirements of the permit. Penalties imposed on the City as a result of any discharge violation caused by the actions of the Contractor, or its employees, or subcontractors shall be borne in full by the Contractor, including fines, legal fees, and other expenses to the City resulting directly or indirectly from such discharge violations. The City may recover such sums by deduction from the construction progress payments.

# 5.07 City Business License

The Contractor and all Subcontractors are required to have City business licenses in accordance with the Burlingame Municipal Code. Business license information is available at https://www.burlingame.org/departments/finance/business license.php

# **5.08** Engineering Submittals

The following shall be added to Standard Specifications Section 5-1.23A, "General:"

Contractor's failure to make submittals in a timely manner will not be a basis for any time extensions and shall count against the Contractor's work days.

# **5.09** Project Appearance

The following shall be added to Standard Specifications Section 5-1.31, "Job Site Appearance:"

"PROJECT APPEARANCE. The Contractor shall maintain a neat appearance at the job site.

In any area visible to the public, the following shall apply: when practical, broken concrete and debris developed during the clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly, unless otherwise granted by the City.

The Contractor shall furnish portable toilets for workmen and trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or false work that are to be reused shall be stacked neatly concurrently with their removal. Forms and false work that are not to be reused shall be recycled concurrently with their removal.

### 5.10 Lines and Grades

Standard Specifications Section 5-1.26, "Construction Surveys," is replaced with the following:

Contractor shall perform all necessary construction surveys. Construction surveys shall be done in accordance with Chapter 12, "Construction Surveys," of the California Department of Transportation's *Survey Manual*.

All work shall be constructed to the lines and grades shown on the contract drawings. Unless authorized by the Engineer, any work done without construction survey line and grade will be done at the Contractor's risk.

## 5.11 Project Plans

Four (4) full-size sets of the project plans will be supplied to the successful bidder without charge. Additional sets will be supplied at the cost of reproduction.

# 5.12 Construction Area Lighting

The Contractor shall ensure that all working areas utilized during darkness are lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders. In addition, the Contractor shall ensure that the lighting provides adequate safety to pedestrians in permitted portions of the construction area.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

### 5.13 Areas for Contractor's Use

The second and third paragraphs of Standard Specifications Section 5-1.32, "Areas of Use," are replaced with the following:

If no City-owned or City-secured area is designated on the plans for the Contractor's use, the Contractor will be responsible to secure additional staging/stockpiling areas at Contractor's own expense in order to perform the work.

The Contractor shall defend, indemnify, and hold the City harmless for any damage to or loss of materials or equipment in conformance with the indemnification requirements in the City's construction agreement.

## 5.14 Nonhighway Facilities

Standard Specifications Section 5-1.36D, "Nonhighway Facilities." is amended to include the following:

Unless otherwise permitted by the Engineer, the Contractor shall conduct its operations in a manner which will permit continuous operation of all utility facilities. The Contractor shall contact Underground Services Alert (USA) at 811 or 800-642-2444 at least forty-eight (48) hours before excavation so that underground facilities may be marked in the field. Locations of existing utility mains and utility connections, if shown on the plans, are only approximate. The Engineer assumes no responsibility for accuracy or completeness of said data, which is offered solely for the convenience of the Contractor. If the Contractor finds that a known utility has not marked the job site with either locations or no facilities, Contractor shall be responsible for contacting the utility, or USA regarding the discrepancy before proceeding with work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of such facilities or interfere with their service.

If the Contractor discovers underground main or trunk lines not indicated on the Plans or in the special provisions, it shall immediately give the Engineer and the Utility Company written notification of the existence of such facilities. Such mains or trunk lines shall be located and protected from damage as directed by the Engineer and the cost of such work will be paid for as extra work as provided in Section 4-1.05. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

# **5.15** Acceptance of Contract

Standard Specifications Section 5-1.46, "Inspection and Contract Acceptance," is amended to include the following:

However, nothing in this Section 5-1.46 shall be construed to relieve the Contractor of full responsibility for correcting or replacing defective work or materials found at any time before the expiration of the one-year maintenance bond required under Section 3.03 of these Special Provisions.

# 5.16 Availability of Plans

Contractor shall maintain on the job site at a specific location an official set of Contract Documents, readily available at all times to the Engineer or Inspector.

### SECTION 6. CONTROL OF MATERIALS

### 6.01 General

Attention is directed to Standard Specifications Section 6, "Control of Materials," and these Special Provisions.

## 6.02 City-Furnished Materials

City-furnished materials shall be furnished in conformance to Standard Specifications Section 6-1.02 and as described herein.

The City-furnished materials on this project, if any, are listed in Section 2, "Supplementary General Conditions," of these Special Provisions.

The Contractor shall submit a written request to the Engineer for materials at least forty-eight (48) hours in advance of the date and time of their intended use. The request shall state the quantity and type of each material. Unless otherwise specifically provided in the Special Provisions, City-furnished materials will be stored at the Parks Corporation Yard at 420 Carolan Avenue, Burlingame. Materials will be available for pickup on weekdays, holidays excepted, from 8:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 4:30 p.m.

All City-furnished materials that are not used on the project shall remain the property of the City and shall be returned to the City in as-furnished condition at the locations designated by the Engineer.

Any water use from fire hydrants shall be metered. A cash deposit shall be posted at the City Water Department Office at 501 Primrose Road, Burlingame, California, as assurance that the meter is returned in good condition. Meters shall be obtained from and returned to the Water Department Repair Shop at the City Corporation Yard at 1361 North Carolan Avenue, Burlingame, California,. If the meter is returned in good condition, a refund shall be mailed to the Contractor. Contractor shall also pay for the amount of water used. Water drawn from the City-furnished meter shall only be used for this project.

Any damage to the meters while in the Contractor's possession shall be its responsibility and deductions will be made from the deposit for repairs to the meters. Meters must be returned to the City within 10 working days after work is completed and payment made for water used prior to final payment.

### 6.03 Local Materials

The second paragraph of Standard Specifications Section 6-2.04, "Local Materials," is replaced with the following:

Testing of local materials to be used in the work for compliance with the specifications will be at the Contractor's expense.

# 6.04 Buy America

Standard Specifications Section 6-2.05, "Buy America," is deleted, unless this is a federally-funded contract.

# 6.05 Specific Brand or Trade Name and Substitution

Standard Specifications Section 6-3.02, "Specific Brand or Trade Name and Substitution," is amended to include the following:

The City Engineer's decision to accept substitution is final.

### SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

## 7.01 General

This section shall conform to Standard Specifications Section 7, "Legal Relations and Responsibility to the Public," with the following clarifications and amendments. The Contractor is responsible for protecting both its work and the public.

### 7.02 Construction Hours

Contractor shall not (including traffic detours) work other than between the hours of 8:00 A.M. and 5:00 P.M. on weekdays (see Section 5.04 of these specifications), except in the case of urgent necessity in the interest of public health and safety, and then only with express permission of the Arborist.

# 7.03 Excavation Safety

Standard Specifications Section 7-1.02K(6)(b), "Excavation Safety," is amended to include the following:

If required the Contractor shall submit a trenching and shoring plan signed and stamped by a license civil engineer or licensed geotechnical engineer for approval by the City. The plan shall include trenching and shoring support calculations.

Designate a competent person to be on site at all times while trench excavation work is being performed. The competent person shall be certified and make daily inspection in accordance with all OSHA requirements. A competent person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.

Additionally, the Contractor shall provide upon request by the Engineer calculations and details proving the adequacy of any proposed steel plate trench or excavation bridging to carry traffic loads.

The Contractor shall comply with Public Contract Code § 7104 while excavating.

# 7.04 Assignment of Antitrust Actions

The Contractor's attention is directed to Standard Specifications Section 7-1.02L(2), "Antitrust Claims."

# 7.05 Highway Construction Equipment

Attention is directed to Standard Specifications Section 7-1.02O, "Vehicle Code."

# 7.06 Sound Control Requirements

Sound control shall conform to the provisions of Standard Specifications Section 14-8, "Noise and Vibration," and these special provisions.

The Contractor shall keep noise pollution due to construction activities as low as possible.

In no case shall the Contractor's operations violate the noise ordinance (Municipal Code Chapter 10.40).

This noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

# 7.07 Relations with Property Owners

The Contractor shall notify, in writing, property owners or residents at least forty eight (48) hours in advance of all work affecting access into and out of their property or place of business.

Forms for such notices will be provided to the Contractor at start of construction and shall be distributed to the property owners by the Contractor throughout the length of the Contract, whenever appropriate.

Concrete pouring shall be scheduled to re-open new and replace concrete driveways within seventy-two (72) hours after being closed.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

## 7.08 Public Convenience

Section 7-1.03 "Public Convenience" shall be amended by adding the following:

Attention is directed to Section 7 of the Standard Specifications regarding the fact that the Contractor is responsible for protecting both its work and the public.

The Contractor shall conduct his operations in a manner to minimize inconvenience to the homeowners, residents and the traveling public.

Closed driveways shall be re-opened for safe passage of vehicle and pedestrians by end of the each work shift.

Closed driveways during working hours shall be reopened temporarily as requested by property owners or residents to allow access to their driveways. The Contractor shall re-open the closed driveway within ten minutes (10) of such request.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

The Contractor shall conduct his operations in a manner to minimize inconveniences to property owners and residents and to avoid damage on private property. The Contractor shall maintain property owner and resident access to the homes at all times. The Contractor shall keep the work site on the private property in a tidy and neat manner. The Contractor shall remove all tools, equipment and material from the property at the end of each workday.

### 7.09 Indemnification

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

### SECTION 8. PROSECUTION AND PROGRESS

#### 8.01 General

Prosecution and progress shall conform to Standard Specifications Section 8, "Prosecution and Progress," and these Special Provisions.

# 8.02 Progress Schedule

The work to be done shall be performed in stages to minimize the inconvenience to the public.

The Contractor shall develop and maintain the appropriate level critical path method schedule for this project in compliance with Standard Specifications Section 8-1.02, "Schedule." In addition to the required schedule reports to be submitted to the City in accordance with Standard Specifications Section 8-1.02, "Schedule," the Contractor shall maintain and furnish to the Engineer on a weekly basis a "three week look ahead" report detailing planned work for the following three weeks, highlighting critical path items of work.

### 8.03 Start of Job Site Activities

The Contractor shall sign and return the Contract Documents and furnish required bonds and insurance certificates within ten (10) working days after the date of the Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may declare the bid bond forfeited and award the bid to another bidder. Alternatively, the City may begin to count the elapsed time as "working days" under the Agreement.

The Contractor shall be able to begin work within fifteen (15) calendar days after receiving notice that the Contract has been approved by the City of Burlingame and shall diligently prosecute the same to completion before the expiration of the number of working days as set forth in the "Notice to Bidders." The "Notice to Proceed" shall indicate the "Beginning of Work" date to be used to determine the date of completion.

The "Notice to Proceed" will be given at the preconstruction meeting and will indicate the "Beginning of Work" date to be used to calculate the date of completion.

Even though the counting of working days may have begun, the Contractor shall not begin work before the preconstruction conference. The Contractor shall furnish all specified submittals to the Engineer at, or prior to, the preconstruction conference and shall obtain all specified approvals contained in the Standard Specifications and these Special Provisions prior to the beginning of job site activities.

## 8.04 Liquidated Damages

The Contractor's attention is directed to the Supplementary General Conditions for Liquidated Damages.

### 8.05 Contractor's Control Termination

The Contractor's attention is directed to Standard Specifications Section 8-1.13, "Contractor's Control Termination" and these Special Provisions.

If the Contractor's control of the work is terminated or it abandons the work and the contract work is completed in conformance with the provisions of Section 10255 of the Public Contract Code, any dispute concerning the amount to be paid to the City by the Contractor or its surety, under the provisions of Section 10258 of said Act, shall be subject to arbitration in accordance with the section of these special provisions entitled "Arbitration." The surety shall be bound by the arbitration award and is entitled to participate in such arbitration proceedings.

## 8.06 As-Built Data

The Contractor shall submit all information to the Engineer before project acceptance, including legible marked up plans of what was constructed, as required by the Engineer to verify as-built drawings for all permanent project work.

### SECTION 9. MEASUREMENT AND PAYMENT

### 9.01 General

Measurement and payment shall be in conformance with these specifications in Section 9, "Payment," of the Standard Specifications and these Special Provisions.

Contractors' attention is directed to Standard Specifications Section 9-1.03, "Payment Scope," and as amended herein.

The fourth paragraph in Standard Specifications Section 9-1.03, "Payment Scope," is as follows:

Full compensation for work specified in divisions I, II and X of the Standard Specifications, and in Sections 1 and 2 of these special provisions is included in the payment for the bid items unless:

- 1. Bid item for the work is shown on the Bid Item List.
- 2. Work is specified as change order work.

When an (F) is included after a bid item name on the Bid List, that bid item quantity is a final pay item.

The Contractor shall agree that the approximate quantities shown in the Bid Item List are solely for the purpose of comparing bids. The Contractor's compensation will be computed upon the basis of the actual quantities of work marked by the Engineer and completed, whether they be more or less than those shown in the Bid Item List.

Linear measurement shall be determined from measurements of bid items complete and in place. Unit counts will be made of the unit items complete and in place. Weight measurements will be based on weight receipts issued by a qualified weight master. Any other method of establishing the quantities not listed specifically herein, or defined in other portions of the contract provisions, shall be determined by referring to the applicable section of the Standard Specifications.

# 9.02 Payment Adjustments for Price Index Fluctuations

Standard specifications Section 9-1.07, "Payment for Adjustments for Price Index Fluctuations," is deleted, unless otherwise specified in the Supplementary Conditions.

## 9.03 Lump Sum Bid Item Progress Payments

The first paragraph of Standard Specification Section 9-1.16B, "Schedule of Values," is amended to include the following:

If a schedule of values is not specified to be submitted or a payment breakdown is not provided in the payment clause of the applicable Standard Specifications or these Special Provisions, progress payments for lump sum bid items will be a percentage of the lump sum bid item price based on the Engineer's determination of the amount of lump sum work already performed.

At Contractors option, submit a lump sum breakdown that provides sufficient detail for the Engineer to determine the value of work performed. The Engineer may consider but not exclusively base the determination of progress payments on Contractors lump sum breakdown. The Engineer's determination of progress payments for lump sum bid items under the Contract will be final in accordance with Standard Specifications Section 5-1.03.

### 9.04 Materials On-Hand

Standard Specifications Section 9-1.16C, "Materials on Hand," is replaced by the following:

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

## 9.05 Mobilization

Standard Specifications Section 9-1.16D, "Mobilization," is replaced with the following:

## 9-1.16D Mobilization

Public Contract Code Section 10104 defines "mobilization." The Contractor is eligible for partial payments for mobilization if the Contract includes a bid item for mobilization. The Department will make partial payments no less often than as specified under Public Contract Code Section 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

## 9.06 Retentions

Standard Specifications Section 9-1.16F, "Retentions," is replaced with the following:

## 9-1.16F Retentions

The City shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for Contractors fulfillment of the contract.

Pursuant to Public Contract Code Section 22300, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City to ensure performance under the contract. Said securities will be deposited either with the City or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Government Code Section 16430 or bank or savings and loan certificate of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

## 9.07 Progress Payments

On or before the first day of every month the Contractor and Engineer shall meet and prepare a written estimate of progress payments. From this amount, five percent (5%) will be deducted and, from the remaining ninety five percent (95%), there will be deducted any amounts due City from Contractor for supplies, materials, services, damages or otherwise deductible under the terms of the contract and the amount of all payments previously made to Contractor. The remainder will be paid by the City to the Contractor as a progress payment by the 20th day of the month. The remaining five percent (5%) thereof shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion.

Pursuant to Public Contract Code Section 20104.50, the City will promptly process all requests for progress payments pursuant to this contract. As to any undisputed payments that are made more than thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor, the City will pay interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.10.

## 9.08 Final Payment After Contract Acceptance

Standard Specifications Section 9-1.17D (1), "General" is amended to include the following:

Upon satisfactory completion of the entire work, the Engineer will recommend the acceptance of the work to the City Council. If the City Council accepts the completed work, it will cause a Notice of Completion to be recorded with the County Recorder.

Thirty-five days after the filing of the Notice of Completion, the Contractor will be entitled to the balance due for the completion and acceptance of the work, if certification is made by sworn written statement that all claims have been filed with the City based upon acts or omissions of the Contractor and that no liens or withhold notices have been filed against said work or the property on which the work was done.

# 9.09 Claim Resolution

Any claim by the contractor in connection with this project shall be resolved pursuant to Section 9204 of the Public Contract Code; the full text of which is as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
  - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
  - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)

- (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
  - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(1)

- (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

- (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation

- is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

## 9.10 Adjustment of Overhead Costs

Irrespective of the final payment to be made to the Contractor under this contract, there will be no adjustment of overhead costs.

# 9.11 Damages

Any provision in the Contract which limits the City's liability to an extension of time for delay for which the City is responsible and which delay is unreasonable under contemplation of the circumstances involved, and not within the parties', shall not be construed to preclude the recovery of damages by the Contractor or subcontractor. This section shall not be construed to void any provision in this Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

# 9.12 Compensation for General Conditions and Supplementary General Conditions

Compensation for doing any work under the General and Supplementary General Conditions shall be included in the various items of work, and no additional payment shall be made.

### SECTION 10. MAINTAINING TRAFFIC

#### 10.01 General

Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these General Conditions shall be construed as relieving the Contractor from its responsibility as provided in said Section 7-1.09.

The Contractor is responsible for posting "No Parking" signs which will be furnished by the City, including "Hooding" or otherwise posting on all parking meters in the areas of work. The Contractor shall clean all construction area sign panels at the time of installation.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional portable signs and sign mounting devices. The Contractor shall maintain an inventory of the commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

## 10.02 Portable Delineators

When work is in progress in a trench or other excavation adjacent to the traveled way, portable delineators, conforming to Section 12-3.04, "Portable Delineators," of the Standard Specifications, shall be placed on the edge of pavement. At other times, the portable delineators shall be placed off of and adjacent to the edge of pavement. The portable delineators shall be spaced as necessary for proper delineation. The spacing between delineators shall not exceed one hundred feet (100') on tangents or fifty feet (50') on curves

### 10.03 Lane Closures

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the Traffic Control Plan, the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and the following requirements.

No work shall be allowed to begin before closing any intersection or street. A "Road Closed Ahead" sign, mounted on a sturdy mounting device, shall be placed at the far end of every block converging on that intersection or street.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

### 10.04 Parked Vehicles

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify the Engineer of its intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five-foot (25') intervals to a point not less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. Contractor's warning signage and markings shall conform to the requirements of the Caltrans Traffic Manual, and in any event, a C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags prior to the taper.

### 10.05 Traffic Control

The Contractor shall provide and erect such warning lights, directional signs and barriers as are necessary to prevent accidents and avoid damage or injury to passing traffic, as demonstrated on Exhibit D. Contractor shall apply for and receive a valid encroachment permit for Traffic Control from the Burlingame Public Works Department. <a href="https://www.burlingame.org/900/Encroachment-Permit">https://www.burlingame.org/900/Encroachment-Permit</a> The Contractor shall comply with Section 12 of the Standard Specifications.

Full compensation for all traffic control, including any flagging costs, shall be considered as included in the bid schedule.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated written approval. All other modifications will be made by contract change order.

The Contractor shall prosecute the work in such a manner as not to damage any private property. All equipment and material shall be stored by the Contractor off the traveled way during non-working hours. Should any such structures or property be damaged during the operations of the Contractor, it shall immediately notify the proper owners or authorities and shall arrange for the immediate repair of same at its expense.

# (A) Driveway Entrance Road Access

The Contractor's attention is directed to the fact that access to all driveways and entrance roads shall be maintained at all times, except during the time such driveways or entrance roads are being resurfaced as part of this contract. The Contractor shall provide the Engineer and the affected property occupants with written notice five (5) days in advance of beginning such driveway or entrance road resurfacing work, and shall complete such resurfacing work and restore vehicular

access to each driveway or entrance road within six (6) hours after commencement of such resurfacing work. Forms of such notice of driveway closure will be provided to the Contractor at start of construction and shall be distributed to the property owner by the Contractor through the length of the contract, whenever appropriate.

Compensation for distributing such written notice shall be considered as included in the appropriate contract bid item necessitating the closure, and no additional compensation will be allowed therefor.

## (B) Pedestrian Facilities

Existing pedestrian facilities shall be maintained in a safe condition through construction areas within the Project right of way at all times. In local residential areas the requirement for paved walkway area may be waived if other suitable and safe surface is available and is approved by the Engineer or Arborist. However, all pedestrian facilities provided through or around construction areas shall be accessible for persons with disabilities in conformance with the requirements of the Americans with Disabilities Act and implementing laws and regulations.

# (C) Temporary Steel Plate Bridging with Non-Skid Surface

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a nonskid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

- 1. Steel plates used for bridging must extend a minimum of 12" (305 mm) beyond the edges of the trench.
- 2. Steel plate bridging shall be installed to operate with minimum noise.
- 3. The trench shall be adequately shored to support the bridging and traffic loads.
- 4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
- 5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using either Method (1) or (2):

- 1) Method 1 [For speeds greater than 45 mph (70 Km /hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
- 2) Method 2 [For speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the steel plates. When steel plates are removed, the

dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the Caltrans' representative.

Contractor is responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specifically approved by the Engineer, use of steel plate bridging over the width of the open pipe trench should not exceed four (4) consecutive working days in any given week.

Backfilling of excavations shall be covered with a minimum 3" (75 mm) temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width Minimum Plate Thickness

- Span < 10" the minimum plate thickness is  $(0.25 \text{ m}) \frac{1}{2}$ " (13 mm)
- Span > 10" < 1'-11" the minimum plate thickness is (0.58 m) 3/4" (19 mm)
- 3) Span > 1'-11'' < 2'-7'' the minimum plate thickness is (0.80 m) 7/8" (22 mm)
- 4) Span > 2'-7'' < 3'-5'' the minimum plate thickness is (1.04 m) 1" (25 mm)
- 5) Span > 3'-5" < 5'-3" the minimum plate thickness is (1.60 m) 1 1/4" (32 mm)

NOTE: For spans greater than 5'-3" (1.6 meters), a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and any plate that is permanently deformed shall be rejected.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H). If a different test method is used, Contractor may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, Contractor shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

A Rough Road sign (W33) with black lettering on an orange background may be used in advance of steel plate bridging. This sign is used along with any other required construction signing.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

# 10.06 Contractor Representative

As specified here and in Section 5.03 of these specifications, the Contractor shall be represented at all times during working operations.

One person at the work site shall be designated as having responsibility for carrying out directions from the Engineer.

### 10.07 Portable Flashing Beacons

Portable flashing beacons conforming to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications shall be furnished, placed and maintained at the locations as directed by the Engineer.

If flashing beacons are displaced or are not in an upright position, from any cause, during the progress of the work, the Contractor shall immediately repair and repaint or replace the flashing beacons in their original locations.

At the end of each work shift, all portable flashing beacon units shall be removed from the traveled way. Full compensation for placing, removing and storing flashing beacon units daily as the work progresses shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed therefor.

#### 10.08 Portable Barricades

Type III barricades conforming to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications shall be furnished, placed, and maintained in sturdy working manner at the locations designated by the Engineer and in accordance with the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and these General Conditions.

The barricades shall conform to the details shown on Caltrans Standard Plan A73 and as specified in Section 12-3.02, "Barricades," of the Standard Specifications, except that minor variations in dimensions may be accepted if approved by the Engineer.

Barricades damaged from any cause during the progress of the work shall be replaced or repaired (including painting and reflectorized material) by the Contractor at its expense.

### 10.09 Temporary Delineation

If permanent or temporary traffic delineation operations are not properly performed by the working day completion time(s) specified, the City may elect to perform such operations; cost for all such City-performed operations will be at the Contractor's expense, with all costs therefor deducted from Contractor's progress payments.

### 10.10 Procedures and Posting of "No Parking" Signs on City Streets

The City's policy is to post effectively and prior to towing, attempt to contact all those in violation of the properly posted restrictions. Advanced coordination with the Police Department is required to make sure that the officers have sufficient notice and accurate construction time schedules for this activity. The Contractor is responsible for contacting the Police Department and effecting this notification procedure. Time must also be allowed for towing equipment to be notified and tow any vehicles.

The Police Traffic Sergeant's office hours are 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. The Traffic Sergeant may be reached by phone at 777-4100. If you need to contact the Sergeant immediately - when the sergeant is not in the office, contact Police Dispatch at the above number and ask them to contact the Sergeant. Prior to start of any work under this Contract, Contractor shall arrange a meeting with the Traffic Sergeant to go over the specific job needs.

Requirements for "No Parking" Posting and Any Required Towing Are As Follows:

- 1) Signs shall have date(s) of the "No Parking" (the actual day[s] of work for example: 5/24/03 to 5/25/03) and hours (for example: 6:00 a.m. to 4:30 p.m.) indicated.
- 2) The No Parking areas shall be posted at least forty-eight (48) hours ahead of effective time. If the No Parking area is to take effect on a Monday, then the No Parking Area shall be posted pursuant to this section no later than the preceding Thursday evening. If the No Parking area is to take effect on the day following a holiday, then the No Parking area shall be posted pursuant to this section no later than the evening of the second preceding business day. For example, if the holiday falls on a Monday, the area shall be posted by Thursday evening; if the holiday falls on a Thursday, the area shall be posted by Tuesday evening. At the time of posting, the Contractor shall notify Police Dispatch with the following information: a) name and phone number of the person doing the posting; b) time and date posted; c) times and dates when the No Parking will be in effect; and d) location of the posting by street addresses.
- 3) Post on all trees and poles between barricades facing in the direction that drivers in traffic can read. Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs placed on trees shall be attached by string only. Signs placed on existing poles shall be attached by either string or tape only so as not to cause any damage to existing poles.
- 4) Barricades or temporary poles containing the no parking information shall be placed every twenty-five feet (25') on center or less.
- 5) Lighted barricades shall be installed on centers of no more than 150' if placed in the street.
- 6) The Contractor shall promptly reset or replace all damaged or defective signs.
- 7) Upon completion of work in each area, all signs, mounting materials, stakes, and barricades shall be promptly and completely removed by the Contractor.
- 8) Contractor shall notify Police Department of the work location and start time on the day before. Also, Contractor shall notify the Police Department at starting time for each street or area of work during the day. In addition, the Contractor shall update time schedule, if

any changes, by phone: Call Police Department at (650) 777-4100 and have them notify the Traffic Sergeant and Parking Enforcement Officers.

THE POLICE DEPARTMENT HAS THE AUTHORITY TO REFUSE TOWING IF CONTRACTOR HAS NOT PLACE SIGNAGE APPROPRIATELY IN ACCORDANCE WITH THESE GENERAL CONDITIONS.

\*\*\* END OF SECTION \*\*\*

#### SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions and Standard Conditions are hereby amended as follows:

1. Section 1.03 Definitions and Terms of the General Conditions is amended by the following:

Contract acceptance will require City Council approval; however, the contract will not be recorded with the County of San Mateo.

2. Section 2.04 Compliance Statement of the General Conditions is amended by adding the following:

All contractors and subcontractors will be required to submit a California Air Resources Board (CARB) compliance statement with the bid proposal. Failure to submit this statement may result in a nonresponsive bid.

3. Section 3.02 of the General Conditions is amended by the following:

No Engineers Estimate shall be provided for this project.

4. Section 4.03 of the General Conditions is amended by the following:

No Engineers estimate shall be provided for the project. Contractor shall consider all foreseeable requirements to complete the prescribed work and account for the associative costs in their bid proposal.

5. Section 5.09 of the General Conditions is amended by adding the following:

The prescribed tree work is directly over City streets, parking areas and sidewalks. All public thoroughfares shall be clean and free of any and all debris at the end of each work day. Any damage to the public thoroughfare must be reported to the City Arborist immediately. Contractor shall be held responsible for any necessary repairs to return the site to like condition.

6. Section 6.02 of the General Conditions is amended by adding the following:

"The City-furnished materials for this project are:

- NONE"
- 7. Section 7.07 of the General Conditions is amended by the following:

The prescribed tree work along California Drive is within the Caltrain/Joint Powers Board (JPB) safety right-of-way. The JPB requires the Contractor representative/staff attend a five-hour safety training prior to work commencement. The Contractor will

not be assessed a fee associated with this training. Each planned work day must be coordinated by Contractor with JPB in advance in order for JPB to provide a rail safety watch-person. There will be no fee charged to the Contractor for the JPB required watch-person. At all times of work at least one of the Contractor's representatives that attended the required JPB safety training must be present.

Some of the prescribed tree work near the Bay Area Rapid Transit (BART) rail area overhangs the BART property. Any tree work adjacent to the BART operating envelope (BART fencing) must be coordinated by Contractor in advance with BART to provide on-site safety staff. No work may be performed inside or over the BART operating envelope

8. Section 8.04 of the General Conditions is amended by adding the following:

"Contractor's failure to achieve substantial completion of the work described in the Contract Documents will cause the City to incur losses of types and in amounts which are impossible to compute and ascertain with certainty. The Contractor shall pay to the City of Burlingame liquidated damages in the amount of Five thousand dollars (\$5,000) per day for each day and every calendar days' delay in finishing the work prescription in the time period allotted. The amount may be assessed and recovered by the City as against Contractor and its Surety. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City, without limiting City's any of the City's rights as provided in the Contract Documents." This does not include delays associated with deenergization/hardware relocation from utility providers, limited safety staff availability of JPB/Caltrain or City initiated delays due to Traffic Control Plans or other scheduling conflicts. Any such delay must be brought to the attention of the City Arborist by the Contractor immediately. Exhibit C of the Bid Documents lists the required completion dates for prescription work

9. Sections 9-1.16F, 9.07, and 9.08 of the General Conditions are amended as follows:

No retention of payment for work performed shall be required nor will this project be recorded with the County of San Mateo.

\*\*\* END OF SECTION \*\*\*

### **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. Emergency response
- 4. Line clearance pruning
- 5. Clearance pruning
- 6. Specialty equipment
- 7. Data entry

#### A. PRUNING METHODS SPECIFICATIONS

- a) 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, Z133, 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.
- b) 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 9:00 A.M. and shall be completed each day no later than 4:00 P.M., depending on city ordinances. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis unless otherwise coordinated with the City.

### B. PRESCRIPTION TREE PRUNING

At the direction of City staff, tree pruning and removal per Exhibit C. 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.

- a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning and removal.
- 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 energized 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) RESERVED
- 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, ½ 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.

#### C. 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.

#### D. 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.

### E. 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, ½ 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.

### F. 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. Disposal tags stating the date, location disposed at and debris quantity are required with invoicing.

Diseased and/or infested trees that are removed may require disposing of wood debris using special handling or processing for proper disposal. Trees are to be reduced to no more than 18" above grade unless directed otherwise by the City.

#### G. 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.

### H. 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.

The primary responsibility for coordinating with the Electrical Utility operator shall be that of the Contractor. The City of Burlingame will assist to coordinate necessary De-energization of utility lines when required. When a De-energization occurs, Contractor must apply additional labor and equipment resources to complete assigned tasks expeditiously with minimal disruption to the Public.

#### I. 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.

An encroachment permit must be submitted and approved by Burlingame Public works prior to commencement of work. Encroachment permits may be obtained at the following webpage: <a href="https://www.burlingame.org/900/Encroachment-Permit">https://www.burlingame.org/900/Encroachment-Permit</a>

See Supplementary General Conditions Section 10.05.

#### J. 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.

City provided "No Parking" signs shall be posted forty-eight (48) hours prior to the work being performed. See section 10.10 of the General Conditions.

### K. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking and blowing 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 <u>under no circumstances</u> shall any brush, leaves, debris or equipment be left on the public thoroughfare. 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. Disposal tags stating the date, location disposed at and debris quantity are required with invoicing.

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

#### L. 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 at the Contractor's expense. **Disposal tags stating the date, location disposed at and debris quantity are required with invoicing**.

#### M. 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).

#### N. 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 Owner, 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.

#### O. WORK ADJACENT RAILROAD

Tree work adjacent the railroad must be coordinated with Caltrain/JPB. Any Contractor labor costs associated with required safety monitoring by Caltrain/JPB will be the responsibility of the Contractor. Any fees or charges from Caltrain/JPB for their provided training or safety monitoring shall be the responsibility of the City.

### **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 Removal**

At the direction of City staff, tree work as prescribed in Exhibit C.

Skyline Blvd., Rivera Dr., Margarita Ave., Los Altos Ave. Tree Removals- Remove 149 trees on City property and within the City right-of-way on Skyline Blvd from Trousdale Drive to Hillside Drive as prescribed in Exhibit C. Removals include hauling off all debris. No stump grinding required.

Total Skyline Blvd., Rivera Dr., Margarita Ave., and Los Altos Ave. Tree Removals:

	\$
<u>La Mesa Dr. Tree Removal-</u> Remove <b>3</b> trees in an alley be Exhibit C. <i>Removals include hauling off all debris and wo</i>	<u> </u>
Total La Mesa Dr. Tree Removals:	\$
Guittard Rd., Broderick Rd., and Rollins Rd. Tree Remove behind Guittard Chocolate factory and adjacent BART tra as prescribed in Exhibit C. Removals include hauling off a BART railways and a storm drain. No stump grinding requ	acks to the Burlingame-Millbrae border all debris and working near utility lines, wired.
Total Guittard Rd., Broderick Rd., and Rollins Rd. Tr	ree Removals: \$
California Dr. Removal- Remove 1 tree in Burlingame includes hauling off all debris and work near Caltrain rangerinding required.	<u> </u>
Total California Dr. Tree Removal:	\$
<u>Drake Ave. Removal-</u> Remove 1 tree in Burlingame in fro Exhibit C. Removals include hauling off all debris. Remove working near utility lines. No stump grinding required.	<del>-</del>
Total Drake Ave. Tree Removal:	\$

# **Crown-Reduction Pruning**

Skyline Blvd., Rivera Dr., Los Altos Ave. Tree Pruning- Prune 164 trees on City property and
within the City right-of-way on Skyline Blvd from Trousdale Drive to Hillside Drive as
prescribed in Exhibit C. as prescribed in Exhibit C. The goal of this is to reduce the likelihood of
branch failure. Over-arching branches require end weight reduction. Best accomplished by
crown reduction (drop-crotch pruning) and balancing as prescribed in Exhibit C. Pruning includes hauling off all debris.

includes hauling off all debris.	ribea in Exhibit C. I runing
Total Skyline Blvd., Rivera Dr., and Los Altos Ave. Tree Pr	uning: \$
Guittard Rd., Broderick Rd., and Rollins Rd. Tree Pruning- Pru Guittard Chocolate factory to the Burlingame-Millbrae border a goal of this is to reduce the likelihood of branch failure. Over-a weight reduction. Best accomplished by crown reduction (dropprescribed in Exhibit C. Pruning includes hauling off all debrists storm drain, and BART railways.	ns prescribed in Exhibit C. <i>The</i> serching branches require end secret cororing and balancing as
Total Guittard Dr. and Broderick Rd. Tree Pruning:	\$
Sanchez Tree Pruning- Prune 1 tree in Burlingame across the st prescribed in Exhibit C. The goal of this is to reduce the likeliho arching branches require end weight reduction. Best accomplise crotch pruning) and balancing as prescribed in Exhibit C. Prundebris and working near utility lines.	ood of branch failure. Over- hed by crown reduction (drop-
Total Sanchez Ave. Tree Pruning:	\$
Service Request Pruning and Removal For trees that are not included within the Exhibit C, pruning will reduction, and crown cleaning in accordance with the standa Society of Arboriculture Pruning Standards (Best Managemer Standards.	rds set forth by the International
Tree Removal – (per inch)	
Tree only removal per dia. inch 0-24" DSH	\$
Tree only removal per dia. inch over 25" DSH	\$
Crown Reduction Pruning - (per inch):	
Tree only removal per dia. inch 0-24" DSH	\$

Tree only removal per dia. inch over 25" DSH	\$	
Emergency Response – (per staff hour):	Minimum Hours	
Evening, Weekend, Holiday Call-Out	\$	

# City of Burlingame Tree Pruning & Stump Removal RFP

# PROPOSAL FORM SIGNATURE PAGE

Company Information:	<u>OIONATONET AGE</u>	
Company Name:		
License # and Expiration Date		
Mailing Address:		
Dl N		
Fax Number:		
Email Address:		
Proposal Submitted By:		
Signature:		
Printed Name:		
Title:		Date:
Signature:		
Printed Name:		
Title:		Date:
	eknowledgment of execution by Consultant n	
*Group A.	**Group B.	
Chairman, President, <b>or</b>	Secretary, Assistant Secretary,	
Vice-President	CFO <b>or</b> Assistant T	

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.

#	Street	Tag	Common Name	DSH *	Ht.*	Trunks*	PRESCRIPTION
1728	SANCHEZ AVE		BLUE GUM	99	60	1	Reduce vertical ht. 25/. Lateral branches 25%. Balance
3130	MARGARITA AV		BLUE GUM	50	66	1	REMOVE
1505	LOS ALTOS DR		BLUE GUM	67	70	1	Reduce 8-10', multistem, behind bike sign on Skyline Dr. (Rear 2 of address listed)
1505	LOS ALTOS DR		BLUE GUM	43	48	3	REMOVE
1270	DRAKE AVE	64	BLUE GUM	93	80	1	REMOVE
300	CALIFORNIA DR	32138	BLUE GUM	32	65	1	REMOVE, TAG 32138   TREE 114 ON ARBORACCESS
1501	LA MESA DR	ALLEY 12	COAST LIVE OAK	6	30	1	REMOVE
1501	LA MESA DR	ALLEY 13	COAST LIVE OAK	29	35	2	REMOVE
1501	LA MESA DR	ALLEY 17	ACACIA SPECIES	10	40	1	REMOVE
1845	ROLLINS RD		BLUE GUM	40	50	4	REMOVE
10	GUITTARD RD	1	EVERGREEN PEAR	3	10	1	REMOVE
10	GUITTARD RD	3	BLUE GUM	8	50	2	REMOVE
10	GUITTARD RD	4	BLUE GUM	7	33	1	Reduce overhanging branch over street
10	GUITTARD RD	5	BLUE GUM	6	25	4	REMOVE
10	GUITTARD RD	6	BLUE GUM	3	15	1	REMOVE
10	GUITTARD RD	7	BLUE GUM	28	50	1	REMOVE
10	GUITTARD RD	8	BLUE GUM	12	20	1	REMOVE
10	GUITTARD RD	9	BLUE GUM	32	40	5	REMOVE
10	GUITTARD RD	10	BLUE GUM	32	40	5	REMOVE
50	BRODERICK RD	11	BLUE GUM	7	23	3	REMOVE
50	BRODERICK RD	12	BLUE GUM	10	23	1	REMOVE
50	BRODERICK RD	13	BLUE GUM	26	56	2	REMOVE
50	BRODERICK RD	14	BLUE GUM	21	50	1	REMOVE
50	BRODERICK RD	15	BLUE GUM	6	8	1	REMOVE
50	BRODERICK RD	16	BLUE GUM	25	57	1	REMOVE
50	BRODERICK RD	17	BLUE GUM	48	57	1	REMOVE
							Reduce 8' try to correct poor pruning practices, remove
50	BRODERICK RD	18	BLUE GUM	48	57	3	small stem on PGE line side.
50	BRODERICK RD	19	BLUE GUM	6	10	2	REMOVE
50	BRODERICK RD	20	BLUE GUM	9	20	1	REMOVE
							Remove lowest limb, reduce remaining 8-10', end weight
50	BRODERICK RD	21	BLUE GUM	30	57	1	reduction and line clearance above lines is goal

50	BRODERICK RD	22	BAILEY ACACIA	6	15	6	REMOVE
50	BRODERICK RD	23	BLUE GUM	45	30	4	REMOVE
50	BRODERICK RD	24	BLUE GUM	18	30	4	REMOVE
50	BRODERICK RD	25	BLUE GUM	20	60	1	Reduce 15', lateral end weight by 5-10'
50	BRODERICK RD	26	BLUE GUM	5	26	1	REMOVE
50	BRODERICK RD	27	BLUE GUM	23	60	1	Reduce vertical branches 15', southward leaning branches by 15-20'
50	BRODERICK RD	28	BLUE GUM	6	22	1	REMOVE
50	BRODERICK RD	29	BLUE GUM	18	64	1	Reduce 10'
50	BRODERICK RD	30	BLUE GUM	14	26	1	REMOVE
50	BRODERICK RD	31	BLUE GUM	16	44	1	REMOVE
50	BRODERICK RD	33	BLUE GUM	3	20	1	REMOVE
50	BRODERICK RD	34	BLUE GUM	16	44	1	Reduce 20', lateral branches 5-10'
50	BRODERICK RD	35	BLUE GUM	17	35	1	REMOVE
50	BRODERICK RD	36	BLUE GUM	8	35	1	REMOVE
50	BRODERICK RD	37	BLUE GUM	21	44	2	REMOVE
50	BRODERICK RD	38	BLUE GUM	40	60	2	REMOVE
50	BRODERICK RD	39	BLUE GUM	6	18	1	REMOVE
50	BRODERICK RD	40	BLUE GUM	30	60	1	REMOVE
50	BRODERICK RD	41	BLUE GUM	19	60	1	Reduce 15'-20', remove lower limbs line side
50	BRODERICK RD	42	BLUE GUM	6	30	1	REMOVE
50	BRODERICK RD	43	BLUE GUM	6	30	1	REMOVE
50	BRODERICK RD	44	BLUE GUM	7	18	1	REMOVE
50	BRODERICK RD	45	BLUE GUM	16	38	1	REMOVE
							Remove smaller stem on water side, remove topped limb
50	BRODERICK RD	46	BLUE GUM	22	62	2	to trunk, reduce 10'
50	BRODERICK RD	47	BLUE GUM	4	30	1	REMOVE
50	BRODERICK RD	48	BLUE GUM	4	25	1	REMOVE
50	BRODERICK RD	49	BLUE GUM	4	25	1	REMOVE
50	BRODERICK RD	50	BLUE GUM	19	60	1	Reduce 8-10' where possible
50	BRODERICK RD	51	BLUE GUM	12	60	1	REMOVE
50	BRODERICK RD	52	BLUE GUM	14	60	1	REMOVE
50	BRODERICK RD	53	BLUE GUM	12	60	1	REMOVE
50	BRODERICK RD	54	BLUE GUM	10	50	1	REMOVE
50	BRODERICK RD	55	BLUE GUM	20	45	2	REMOVE

50	BRODERICK RD	56	BLUE GUM	7	28	1	Reduce 8', raise tree, trim line side significantly
		57	BLUE GUM	15	60	1	Reduce 8', clear line side
-	BRODERICK RD	58	BLUE GUM	7	15	1	REMOVE
		59	BLUE GUM	12	56	1	Reduce line side significantly, reduce tree 8'
		60	BLUE GUM	15	62	1	Reduce 30', reduce line side significantly
		61	BLUE GUM	13	50	1	Reduce 10', bring in sides 5-10'
		62	BLUE GUM	14	33	2	REMOVE
		63	BLUE GUM	17	40	2	Reduce 15', remove smaller stem entirely
-		64				_	
			BLUE GUM	5	18	1	REMOVE
		65	BLUE GUM	4	15	1	REMOVE
		66	BLUE GUM	4	15	1	REMOVE
		67	BLUE GUM	13	45	2	REMOVE
	Column2	Column3	Column4	Column5		Column7	Column8
		68	BLUE GUM	10	45	1	REMOVE
		69	BLUE GUM	3	13	1	REMOVE
	BRODERICK RD	70	BLUE GUM	28	70	3	REMOVE
	BRODERICK RD	71	BLUE GUM	3	25	1	REMOVE
		72	BLUE GUM	6	33	1	REMOVE
50	BRODERICK RD	73	BLUE GUM	3	19	1	REMOVE
50	BRODERICK RD	74	BLUE GUM	4	30	1	REMOVE
50	BRODERICK RD	75	BLUE GUM	5	40	1	REMOVE
50	BRODERICK RD	76	BLUE GUM	4	20	1	REMOVE
50	BRODERICK RD	77	BLUE GUM	6	20	1	REMOVE
50	BRODERICK RD	78	BLUE GUM	6	20	3	REMOVE
50	BRODERICK RD	79	BLUE GUM	6	40	1	REMOVE
50	BRODERICK RD	80	BLUE GUM	4	27	1	REMOVE
50	BRODERICK RD	81	BLUE GUM	5	6	1	REMOVE
50	BRODERICK RD	82	BLUE GUM	6	23	1	REMOVE
50	BRODERICK RD	83	BLUE GUM	13	50	1	REMOVE
50	BRODERICK RD	84	BLUE GUM	19	60	1	Reduce 50' focus on reducing overhang of lines and lateral branches
50	BRODERICK RD	85	BLUE GUM	8	45	1	REMOVE
50	BRODERICK RD	86	BLUE GUM	19	60	1	REMOVE
50	BRODERICK RD	87	BLUE GUM	6	25	1	REMOVE
		88	BLUE GUM	34	70	1	Reduce water side stem by 80', reduce tree by 40', deadwood

50	BRODERICK RD	89	BLUE GUM	3	10	1	REMOVE
							Reduce 8', remove limbs directly across from powerlines
50	BRODERICK RD	90	BLUE GUM	23	70	1	and 6' above and below.
50	BRODERICK RD	91	BLUE GUM	45	70	3	REMOVE
50	BRODERICK RD	92	BLUE GUM	20	60	1	REMOVE
50	BRODERICK RD	93	BLUE GUM	6	11	1	REMOVE
50	BRODERICK RD	94	BLUE GUM	30	200	1	Reduce 50', corrective pruning to fix lean, cut S. and E. branches by 10'
50	BRODERICK RD	95	BLUE GUM	24	150	1	REMOVE
50	BRODERICK RD	96	BLUE GUM	34	70	2	Reduce smaller stem to 15', reduce 7'
50	BRODERICK RD	97	BLUE GUM	9	40	1	REMOVE
50	BRODERICK RD	98	BLUE GUM	20	70	1	Reduce 8'
50	BRODERICK RD	99	BLUE GUM	3	22	1	REMOVE
50	BRODERICK RD	100	BLUE GUM	8	45	2	REMOVE
50	BRODERICK RD	101	BLUE GUM	29	70	2	Reduce vertical branches 15-20', remove second stem
50	BRODERICK RD	102	BLUE GUM	6	20	2	REMOVE
50	BRODERICK RD	103	BLUE GUM	40	70	2	REMOVE
50	BRODERICK RD	104	BLUE GUM	5	20	1	REMOVE
50	BRODERICK RD	105	BLUE GUM	6	20	1	REMOVE
50	BRODERICK RD	106	BLUE GUM	28	47	3	REMOVE
50	BRODERICK RD	107	BLUE GUM	7	40	1	Reduce line side, clear lines, reduce tree 5' where possible
50	BRODERICK RD	108	BLUE GUM	9	46	1	REMOVE
50	BRODERICK RD	109	BLUE GUM	7	27	1	REMOVE
50	BRODERICK RD	110	BLUE GUM	4	25	1	REMOVE
50	BRODERICK RD	111	BLUE GUM	13	45	1	REMOVE
50	BRODERICK RD	112	BLUE GUM	22	60	2	REMOVE
50	BRODERICK RD	113	BLUE GUM	6	24	1	REMOVE
50	BRODERICK RD	114	BLUE GUM	29	50	1	REMOVE
50	BRODERICK RD	115	BLUE GUM	5	10	1	REMOVE
50	BRODERICK RD	116	BLUE GUM	4	20	1	REMOVE
50	BRODERICK RD	117	BLUE GUM	5	20	1	REMOVE
50	BRODERICK RD	118	BLUE GUM	17	49	1	REMOVE
50	BRODERICK RD	119	BLUE GUM	6	23	1	REMOVE
50	BRODERICK RD	120	BLUE GUM	5	12	1	REMOVE
50	BRODERICK RD	121	BLUE GUM	18	50	1	Reduce 30'

50	BRODERICK RD	122	BLUE GUM	10	40	1	Reduce 6'
50	BRODERICK RD	124	BLUE GUM	5	20	1	REMOVE
50	BRODERICK RD	125	BLUE GUM	5	20	1	REMOVE
50	BRODERICK RD	126	BLUE GUM	15	66	1	REMOVE
50	BRODERICK RD	127	BLUE GUM	13	30	1	REMOVE
50	BRODERICK RD	128	BLUE GUM	13	45	1	REMOVE
50	BRODERICK RD	129	BLUE GUM	13	30	1	REMOVE
50	BRODERICK RD	130	BLUE GUM	13	40	1	REMOVE
50	BRODERICK RD	131	BLUE GUM	11	40	1	REMOVE
50	BRODERICK RD	132	BLUE GUM	5	22	1	REMOVE
50	BRODERICK RD	133	BLUE GUM	19	45	1	REMOVE
50	BRODERICK RD	134	BLUE GUM	6	30	1	REMOVE
50	BRODERICK RD	135	BLUE GUM	3	25	1	REMOVE
50	BRODERICK RD	136	BLUE GUM	14	35	1	REMOVE
50	BRODERICK RD	137	BLUE GUM	4	22	1	REMOVE
50	BRODERICK RD	138	BLUE GUM	20	150	2	Reduce 15-20', reduce 2xstem by 15'
50	BRODERICK RD	139	BLUE GUM	6	20	1	REMOVE
50	BRODERICK RD	140	BLUE GUM	29	60	1	REMOVE
50	BRODERICK RD	141	BLUE GUM	11	40	1	REMOVE
50	BRODERICK RD	142	BLUE GUM	7	26	1	Reduce 5'
50	BRODERICK RD	143	BLUE GUM	28	65	1	REMOVE
50	BRODERICK RD	144	BLUE GUM	12	33	1	Reduce 20', reduce line side to minimize pge issues
50	BRODERICK RD	145	BLUE GUM	14	40	1	REMOVE
50	BRODERICK RD	146	BLUE GUM	6	25	1	REMOVE
50	BRODERICK RD	147	BLUE GUM	11	60	1	Reduce 30', deadwood, clear line side to trunk
50	BRODERICK RD	148	BLUE GUM	5	15	1	REMOVE
50	BRODERICK RD	149	BLUE GUM	30	47	2	Remove stem with lean, reduce tree 15', clear line side
50	BRODERICK RD	150	BLUE GUM	11	34	1	REMOVE
50	BRODERICK RD	151	BLUE GUM	20	60	1	REMOVE
50	BRODERICK RD	152	BLUE GUM	5	40	1	REMOVE
50	BRODERICK RD	153	BLUE GUM	1	10	1	REMOVE
50	BRODERICK RD	154	BLUE GUM	23	33	1	Remove 2 stems on line side, reduce remaining 8'
50	BRODERICK RD	155	BLUE GUM	23	33	1	Reduce 8'
50	BRODERICK RD	156	BAILEY ACACIA	5	10	3	REMOVE

50	BRODERICK RD	157	BAILEY ACACIA	5	15	1	REMOVE
50	BRODERICK RD	158	BAILEY ACACIA	8	15	2	REMOVE
50	BRODERICK RD	159	BAILEY ACACIA	4	10	2	REMOVE
50	BRODERICK RD	160	BAILEY ACACIA	13	20	2	REMOVE
50	BRODERICK RD	161	BAILEY ACACIA	10	20	2	REMOVE
50	BRODERICK RD	162	BLUE GUM	7	30	1	REMOVE
50	BRODERICK RD	163	COAST LIVE OAK	4	8	1	REMOVE
50	BRODERICK RD	165	BAILEY ACACIA	25	35	8	REMOVE
50	BRODERICK RD	166	BAILEY ACACIA	14	40	5	REMOVE
50	BRODERICK RD	167	BAILEY ACACIA	6	30	1	REMOVE
50	BRODERICK RD	168	BAILEY ACACIA	17	34	1	REMOVE
50	BRODERICK RD	169	BAILEY ACACIA	5	28	1	REMOVE
50	BRODERICK RD	170	BAILEY ACACIA	10	28	1	REMOVE
50	BRODERICK RD	171	BAILEY ACACIA	11	28	1	REMOVE
50	BRODERICK RD	172	BAILEY ACACIA	5	20	1	REMOVE
50	BRODERICK RD	173	BAILEY ACACIA	5	20	1	REMOVE
50	BRODERICK RD	174	BAILEY ACACIA	5	20	1	REMOVE
50	BRODERICK RD	175	BAILEY ACACIA	5	15	1	REMOVE
50	BRODERICK RD	176	BLUE GUM	28	40	1	REMOVE
50	BRODERICK RD	177	BLUE GUM	40	40	3	REMOVE
1700	SKYLINE BL	750	BLUE GUM	8	30	3	REMOVE
1700	SKYLINE BL	751	BLUE GUM	3	28	1	REMOVE
1700	SKYLINE BL	752	BLUE GUM	59	80	3	REMOVE
1700	SKYLINE BL	755	BLUE GUM	16	40	9	REMOVE
1700	SKYLINE BL	756	BLUE GUM	45	80	1	REMOVE
1700	SKYLINE BL	757	BLUE GUM	48	150	1	Reduce vertical ht. 30', lateral branches by 25%
1700	SKYLINE BL	758	BLUE GUM	36	140	2	Reduce vertical ht. 20', lateral branches by 25%
1700	SKYLINE BL	759	BLUE GUM	30	150	1	Reduce vertical ht. 30', lateral branches by 25%
1700	SKYLINE BL	760	BLUE GUM	32	150	1	Reduce vertical ht. 30', lateral branches by 25%
1700	SKYLINE BL	761	BLUE GUM	27	90	1	Remove sprouts at base, Reduce vert. ht. 20', laterals 25%
1700	SKYLINE BL	762	BLUE GUM	4	30	1	REMOVE
1700	SKYLINE BL	763	BLUE GUM	33	90	2	Reduce vert. ht. 20', laterals 25%
1700	SKYLINE BL	764	BLUE GUM	6	28	3	REMOVE
1700	SKYLINE BL	765	BLUE GUM	12	38	3	REMOVE

1700   SKYLINE BL   767   BLUE GUM   49   90   2   Reduce 10', laterals 20%	1700	SKYLINE BL	766	BLUE GUM	28	90	2	REMOVE
1700   SKYLINE BL   768								
1700   SKYLINE BL   769   BLUE GUM   13   90   5   REMOVE								·
1700   SKYLINE BL   770   BLUE GUM   5   30   3   REMOVE								
1700   SKYLINE BL   771							_	
1700   SKYLINE BL   772					_			
1700								
1700   SKYLINE BL   774							_	
1700   SKYLINE BL   775   BLUE GUM   20   40   1   Reduce Ht. 10'   Lateral branches 20%								
1700         SKYLINE BL         776         BLUE GUM         32         70         1         Reduce ht. 10', Lateral branches 20%           1700         SKYLINE BL         777         BLUE GUM         20         40         5         REMOVE           1700         SKYLINE BL         778         BLUE GUM         30         110         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         779         BLUE GUM         34         80         1         REMOVE           1700         SKYLINE BL         780         BLUE GUM         36         140         1         Reduce ht. 30', lateral branches by 25%           1700         SKYLINE BL         781         BLUE GUM         30         140         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         784         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         785         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         787         BLUE GUM         40         100         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL								
1700         SKYLINE BL         777         BLUE GUM         20         40         5         REMOVE           1700         SKYLINE BL         778         BLUE GUM         30         110         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         779         BLUE GUM         36         140         1         Reduce 30', lateral branches by 25%           1700         SKYLINE BL         781         BLUE GUM         30         140         1         Reduce At. 30', lateral branches 25%           1700         SKYLINE BL         784         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         785         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         788         BLUE GUM         30         150         1         Reduce ht. 30', lateral branches 25%           1700								
1700         SKYLINE BL         778         BLUE GUM         30         110         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         779         BLUE GUM         34         80         1         REMOVE           1700         SKYLINE BL         780         BLUE GUM         36         140         1         Reduce ht. 30', lateral branches by 25%           1700         SKYLINE BL         781         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         784         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         785         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         787         BLUE GUM         30         150         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         792         BLUE GUM         35         80         1         REMOVE           1700         SKYLINE BL         793         BLU								
1700         SKYLINE BL         779         BLUE GUM         34         80         1         REMOVE           1700         SKYLINE BL         780         BLUE GUM         36         140         1         Reduce 30', lateral branches by 25%           1700         SKYLINE BL         781         BLUE GUM         30         140         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         784         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         785         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         26         120         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         788         BLUE GUM         30         150         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         792         BLUE GUM         35         80         1         REMOVE           1700         SKYLINE BL         <							5	
1700         SKYLINE BL         780         BLUE GUM         36         140         1         Reduce 30', lateral branches by 25%           1700         SKYLINE BL         781         BLUE GUM         30         140         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         784         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce 10', lateral 20%           1700         SKYLINE BL         787         BLUE GUM         40         100         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         788         BLUE GUM         30         150         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         798         BLUE GUM         35         80         1         REMOVE           1700         SKYLINE BL         793         BLUE GUM         72         180         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         794         BLUE GUM         48         150         1         Reduce ht. 30', lateral branches 25% <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td><td></td></t<>							1	
1700       SKYLINE BL       781       BLUE GUM       30       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       784       BLUE GUM       20       40       3       REMOVE         1700       SKYLINE BL       785       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       786       BLUE GUM       40       100       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       787       BLUE GUM       26       120       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       35       80       1       REMOVE         1700       SKYLINE BL       793       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       40       120       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       40       120       1       Reduce ht. 3							_	
1700         SKYLINE BL         784         BLUE GUM         20         40         3         REMOVE           1700         SKYLINE BL         785         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce 10', laterals 20%           1700         SKYLINE BL         787         BLUE GUM         26         120         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         788         BLUE GUM         30         150         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         792         BLUE GUM         72         180         1         REMOVE           1700         SKYLINE BL         793         BLUE GUM         72         180         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         794         BLUE GUM         48         150         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         795         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYL							1	·
1700       SKYLINE BL       785       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       786       BLUE GUM       40       100       1       Reduce 10', laterals 20%         1700       SKYLINE BL       787       BLUE GUM       26       120       1       Reduce ht. 15', lateral branches 25%         1700       SKYLINE BL       788       BLUE GUM       30       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       792       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       793       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       36       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       800       BLUE GUM       48 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>								
1700         SKYLINE BL         786         BLUE GUM         40         100         1         Reduce 10', laterals 20%           1700         SKYLINE BL         787         BLUE GUM         26         120         1         Reduce ht. 15', lateral branches 25%           1700         SKYLINE BL         788         BLUE GUM         30         150         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         792         BLUE GUM         72         180         1         REMOVE           1700         SKYLINE BL         793         BLUE GUM         72         180         1         Reduce 30', lateral branches 25%           1700         SKYLINE BL         794         BLUE GUM         48         150         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         795         BLUE GUM         36         140         1         Reduce ht. 30', lateral branches 25%           1700         SKYLINE BL         796         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%           1700         SKYLINE BL         798         BLUE GUM         48         70         1         REMOVE           1700         SKYLINE	1700	SKYLINE BL	784	BLUE GUM	20	40	3	REMOVE
1700       SKYLINE BL       787       BLUE GUM       26       120       1       Reduce ht. 15', lateral branches 25%         1700       SKYLINE BL       788       BLUE GUM       30       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       792       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       36       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       823       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       824       BLUE GUM       60       150       1       Reduce ht. 30	1700	SKYLINE BL	785	BLUE GUM	40	120	1	Reduce ht. 20', lateral branches 25%
1700       SKYLINE BL       788       BLUE GUM       30       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       792       BLUE GUM       72       180       1       REMOVE         1700       SKYLINE BL       793       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       36       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       Reduce ht. 3	1700	SKYLINE BL	786	BLUE GUM	40	100	1	Reduce 10', laterals 20%
1700       SKYLINE BL       792       BLUE GUM       35       80       1       REMOVE         1700       SKYLINE BL       793       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       40       120       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       27       78       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         17	1700	SKYLINE BL	787	BLUE GUM	26	120	1	Reduce ht. 15', lateral branches 25%
1700       SKYLINE BL       793       BLUE GUM       72       180       1       Reduce 30', lateral branches 25%         1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       40       120       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce bt. 20', lateral branches 25%         1700	1700	SKYLINE BL	788	BLUE GUM	30	150	1	Reduce ht. 30', lateral branches 25%
1700       SKYLINE BL       794       BLUE GUM       48       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       795       BLUE GUM       36       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25% <td>1700</td> <td>SKYLINE BL</td> <td>792</td> <td>BLUE GUM</td> <td>35</td> <td>80</td> <td>1</td> <td>REMOVE</td>	1700	SKYLINE BL	792	BLUE GUM	35	80	1	REMOVE
1700       SKYLINE BL       795       BLUE GUM       36       140       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       796       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	793	BLUE GUM	72	180	1	Reduce 30', lateral branches 25%
1700       SKYLINE BL       796       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%         1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	794	BLUE GUM	48	150	1	Reduce ht. 30', lateral branches 25%
1700       SKYLINE BL       798       BLUE GUM       27       78       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	795	BLUE GUM	36	140	1	Reduce ht. 30', lateral branches 25%
1700       SKYLINE BL       799       BLUE GUM       48       70       1       REMOVE         1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	796	BLUE GUM	40	120	1	Reduce ht. 20', lateral branches 25%
1700       SKYLINE BL       800       BLUE GUM       13       34       3       REMOVE         1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	798	BLUE GUM	27	78	1	Reduce ht. 30', lateral branches 25%
1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	799	BLUE GUM	48	70	1	
1700       SKYLINE BL       823       BLUE GUM       60       150       1       Reduce ht. 30', lateral branches 25%         1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%	1700	SKYLINE BL	800	BLUE GUM	13	34	3	REMOVE
1700       SKYLINE BL       824       BLUE GUM       60       150       1       REMOVE         1700       SKYLINE BL       826       BLUE GUM       40       70       1       Reduce 5'         1700       SKYLINE BL       828       BLUE GUM       40       120       1       Reduce ht. 20', lateral branches 25%			823	BLUE GUM	60	150	1	Reduce ht. 30', lateral branches 25%
1700         SKYLINE BL         826         BLUE GUM         40         70         1         Reduce 5'           1700         SKYLINE BL         828         BLUE GUM         40         120         1         Reduce ht. 20', lateral branches 25%					60		1	
1700 SKYLINE BL 828 BLUE GUM 40 120 1 Reduce ht. 20', lateral branches 25%							1	
							1	
11/UU JATILINE DE 1043 IDAILET ACACIA 110 110 13 INCIVIUVE			829	BAILEY ACACIA	10	18	3	REMOVE

1700	SKYLINE BL	831	BLUE GUM	29	55	1	REMOVE			
	SKYLINE BL	832	BLUE GUM	45	120	1	Reduce ht. 20', Southern laterals by 33%			
	SKYLINE BL	833	BLUE GUM	50		1	Reduce ht. 30-40', lateral branches 25%			
	SKYLINE BL	834	BLUE GUM	16	38	3	REMOVE			
	SKYLINE BL	838	BLUE GUM	50	120	1	Reduce ht. 20', lateral branches 25%			
	SKYLINE BL	839	BLUE GUM	38	70	1	REMOVE			
	SKYLINE BL	840	BLUE GUM	30	65	1	Reduce ht' 5', lateral branches 25%			
	SKYLINE BL	841	BLUE GUM	23	50	1	REMOVE			
	SKYLINE BL	844	BLUE GUM	23	55	1	Reduce lateral branches by 25%			
	SKYLINE BL	845	BLUE GUM	48	150	1	Reduce ht. 30', lateral branches 25%			
	SKYLINE BL	846	BLUE GUM	30	100	1	Reduce ht. 15', lateral branches 25%			
	SKYLINE BL	847	BLUE GUM	50	140	2	Reduce both leaders 30', lateral branches by 25%			
	SKYLINE BL	848	BLUE GUM	23	39	1	REMOVE			
	SKYLINE BL	849	BLUE GUM	40	150	1	REMOVE			
	SKYLINE BL	850	BLUE GUM	25	45	1	Reduce lateral branches by 25%			
	SKYLINE BL	851	BLUE GUM	20	60	1	REMOVE			
	SKYLINE BL	852	BLUE GUM	33	40	1	REMOVE			
	SKYLINE BL	853	BLUE GUM	26	100	1	REMOVE			
	SKYLINE BL	854	BLUE GUM	38	45	1	Reduce 15'			
1700	SKYLINE BL	855	BLUE GUM	40	45	2	REMOVE			
1700	SKYLINE BL	856	BLUE GUM	33	140	1	Reduce ht. 30', lateral branches 25%			
1700	SKYLINE BL	857	BLUE GUM	39	77	1	REMOVE			
1700	SKYLINE BL	858	BLUE GUM	29	65	1	REMOVE			
1700	SKYLINE BL	859	BLUE GUM	33	120	1	Reduce ht. 15', lateral branches 25%			
1700	SKYLINE BL	860	BLUE GUM	33	66	1	REMOVE			
1700	SKYLINE BL	861	BLUE GUM	25	120	1	REMOVE			
1700	SKYLINE BL	863	BLUE GUM	58	120	2	Reduce ht. 15', lateral branches 25%			
1700	SKYLINE BL	864	BLUE GUM	35	150	1	Reduce ht. 20', lateral branches 25%			
1700	SKYLINE BL	865	MONTEREY PINE	5	29	1	REMOVE			
1700	SKYLINE BL	866	BLUE GUM	50	90	1	Reduce ht. 15', lateral branches 25%			
1700	SKYLINE BL	867	BLUE GUM	30	67	2	REMOVE			
1700	SKYLINE BL	868	BAILEY ACACIA	13	20	7	REMOVE			
1700	SKYLINE BL	869	BAILEY ACACIA	13	20	7	REMOVE			
1700	SKYLINE BL	870	BLUE GUM	27	67	1	REMOVE			

1700	SKYLINE BL	871	BLUE GUM	37	60	1	Reduce lateral branches 25%		
	SKYLINE BL	872	BLUE GUM	28	80	1	Reduce ht. 5', lateral branches 25%		
	SKYLINE BL	873	BLUE GUM	36	120	1	REMOVE		
	SKYLINE BL	874	BLUE GUM	33	60	1	reduce 20' vertical ht., lateral branches 25%		
	SKYLINE BL	875	BLUE GUM	30	100	1	Reduce ht. 15', lateral branches 25%		
1700	SKYLINE BL	876	BLUE GUM	22	50	1	REMOVE		
1700	SKYLINE BL	877	BLUE GUM	55	60	2	Reduce ht. 10', Lateral branches 20%		
1700	SKYLINE BL	878	BLUE GUM	25	90	1	Reduce ht. 10', Lateral branches 20%		
1700	SKYLINE BL	879	BLUE GUM	26	60	1	Reduce previous growth by 25%		
1700	SKYLINE BL	880	BLUE GUM	48	120	3	Reduce ht. 15', lateral branches 25%		
1700	SKYLINE BL	881	BLUE GUM	24	50	1	REMOVE		
1700	SKYLINE BL	882	BLUE GUM	23	70	1	Reduce ht. 10', Lateral branches 20%		
1700	SKYLINE BL	883	BLUE GUM	27	100	1	Reduce ht. 10', Lateral branches 20%		
1700	SKYLINE BL	884	BLUE GUM	29	100	1	Reduce ht. 15', lateral branches 25%		
1700	SKYLINE BL	885	BLUE GUM	35	100	1	Reduce ht. 15', lateral branches 25%		
1700	SKYLINE BL	886	BLUE GUM	26	66	1	REMOVE		
1700	SKYLINE BL	887	BLUE GUM	29	120	1	Reduce ht. 20'		
1700	SKYLINE BL	888	BLUE GUM	28	80	1	REMOVE		
1700	SKYLINE BL	889	BLUE GUM	30	120	1	Reduce ht. 20', 20% lateral branches		
1700	SKYLINE BL	890	BLUE GUM	44	120	1	REMOVE		
1700	SKYLINE BL	891	BLUE GUM	37	120	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	892	BLUE GUM	22	110	1	Reduce 15'		
1700	SKYLINE BL	893	BLUE GUM	28	60	1	REMOVE		
1700	SKYLINE BL	894	BLUE GUM	31	140	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	895	BLUE GUM	32	120	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	896	BLUE GUM	40	110	1	Reduce ht. 15', lateral branches 25%		
1700	SKYLINE BL	897	BLUE GUM	18	25	6	REMOVE		
1700	SKYLINE BL	898	BLUE GUM	30	90	5	REMOVE		
1700	SKYLINE BL	899	BLUE GUM	44	77	1	REMOVE		
1700	SKYLINE BL	900	BLUE GUM	33	140	1	Reduce ht. 20-30', lateral branches 25%		
1700	SKYLINE BL	901	BLUE GUM	30	120	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	902	BLUE GUM	50	77	1	REMOVE		
1700	SKYLINE BL	903	BAILEY ACACIA	12	30	3	REMOVE		
1700	SKYLINE BL	904	BLUE GUM	29	69	1	REMOVE		

1700	SKYLINE BL	905	BLUE GUM	44	80	1	REMOVE	
	SKYLINE BL	906	BLUE GUM	33	67		REMOVE	
		907-A		42		1		
	SKYLINE BL		BLUE GUM		140	1	REMOVE	
	SKYLINE BL	907-B	BLUE GUM	42	140	1	REMOVE	
	SKYLINE BL	908	BLUE GUM	29	67	1	REMOVE	
	SKYLINE BL	909	BLUE GUM	30	100	1	REMOVE	
	SKYLINE BL	910	BLUE GUM	29	110	1	Reduce 15'	
	SKYLINE BL	912	BLUE GUM	49	140	1	Reduce ht. 20', lateral branches 25%	
	SKYLINE BL	913	BLUE GUM	26	55	1	REMOVE	
	SKYLINE BL	914	BLUE GUM	38	110	1	Reduce ht. 20', lateral branches 25%	
	SKYLINE BL	915	BLUE GUM	44	120	1	Reduce ht. 20', lateral branches 25%	
1700	SKYLINE BL	916	BLUE GUM	30	140	1	Reduce ht. 20-30', lateral branches 25%	
1700	SKYLINE BL	917	BLUE GUM	35	140	1	Reduce ht. 20-30', lateral branches 25%	
1700	SKYLINE BL	918	BLUE GUM	24	48	1	REMOVE	
1700	SKYLINE BL	919	BLUE GUM	23	100	1	Reduce ht. 15', lateral branches 25%	
1700	SKYLINE BL	920	BLUE GUM	42	140	1	Reduce main stem ht. by 20'	
1700	SKYLINE BL	921	BLUE GUM	30	70	1	Reduce ht. 20', lateral branches 25%	
1700	SKYLINE BL	922	BLUE GUM	23	65	1	REMOVE	
1700	SKYLINE BL	923	BLUE GUM	53	140	1	Reduce ht. 30', lateral branches 25%	
1700	SKYLINE BL	924	BLUE GUM	28	100	1	Reduce ht. 10-15', lateral branches by 25%	
1700	SKYLINE BL	925	BLUE GUM	35	140	1	Reduce ht. 20-30', lateral branches 25%	
1700	SKYLINE BL	926	BLUE GUM	38	140	1	Reduce ht. 20-30', lateral branches 25%	
1700	SKYLINE BL	927	BLUE GUM	31	140	1	Reduce ht. 20-30', lateral branches 25%	
1700	SKYLINE BL	928	BLUE GUM	28	70	1	REMOVE	
1700	SKYLINE BL	929	BLUE GUM	50	140	1	Reduce ht. 30', lateral branches 25%	
1700	SKYLINE BL	930	BLUE GUM	26	60	1	REMOVE	
1700	SKYLINE BL	931	BLUE GUM	49	78	1	REMOVE	
	SKYLINE BL	932	BLUE GUM	38	120	1	Reduce ht. 20', lateral branches 25%	
	SKYLINE BL	933	BLUE GUM	30	78	1	REMOVE	
	SKYLINE BL	934	BLUE GUM	28	67	1	REMOVE	
	SKYLINE BL	935	BLUE GUM	38	120	1	Reduce lateral branches by 25%	
	SKYLINE BL	936	BLUE GUM	35	80	1	REMOVE	
	SKYLINE BL	937	BLUE GUM	34	70	1	Reduce ht. 30', lateral branches 25%	
	SKYLINE BL	938	BLUE GUM	23	50	1	REMOVE	
1,00	SKILINE DE	1550	DEGE GOIVI	123	50	-	INCIVIO V C	

1700	SKYLINE BL	939	BLUE GUM	35	70	1	REMOVE		
		940	BLUE GUM	28	120	1	Reduce ht. 20', Upper lateral branches by 20%		
		941	BLUE GUM	29	80	1	Reduce ht. 15', upper lateral branches by 20%		
		942	BLUE GUM	20	110	1	Reduce ht. 20', lateral branches 25%		
		943	BLUE GUM	30	120	1	Reduce ht. 20', lateral branches 25%		
		944	BLUE GUM	20	65	1	REMOVE		
		945	BLUE GUM	43	70	1	Reduce to past cuts		
		946	BLUE GUM	35	120	1	Reduce ht. 20', lateral branches 25%		
	SKYLINE BL	947	BLUE GUM	29	110	1	Reduce 15-20', lateral eastside branches by 25%		
		948	BLUE GUM	48	100	1	Reduce 15', deadwood		
		949	BLUE GUM	29	110	1	Reduce ht. 20'		
		950	BLUE GUM	28	70	1	Reduce to past cuts		
		951	BLUE GUM	46	65	2	REMOVE		
		952	BLUE GUM	35	140	1	Reduce ht. 30', lateral branches 25%		
	SKYLINE BL	953	BLUE GUM	16	45	1	REMOVE		
1700	SKYLINE BL	954	BLUE GUM	31	77	1	REMOVE		
1700	SKYLINE BL	955	BLUE GUM	30	70	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	956	BLUE GUM	25	65	1	Reduce 20'		
1700	SKYLINE BL	957	BLUE GUM	27	77	1	Reduce 5'		
							Create one lead by structurally pruning, reduce 3' on		
1700	SKYLINE BL	958	BLUE GUM	18	34	1	remaining tree		
1700	SKYLINE BL	959	BLUE GUM	30	70	1	Reduce ht. 15-20', lateral branches 25%		
1700	SKYLINE BL	960	BLUE GUM	38	80	1	REMOVE		
1700	SKYLINE BL	961	BLUE GUM	38	80	1	Reduce 6-8' where possible		
1700	SKYLINE BL	962	BLUE GUM	21	46	1	REMOVE		
1700	SKYLINE BL	964	BLUE GUM	29	80	1	REMOVE		
1700	SKYLINE BL	965	BLUE GUM	29	80	1	REMOVE		
1700	SKYLINE BL	966	BLUE GUM	17	50	1	REMOVE		
1700	SKYLINE BL	967	BLUE GUM	34	120	2	REMOVE		
1700	SKYLINE BL	968	BLUE GUM	27	65	1	Reduce 15-20'		
1700	SKYLINE BL	969	BLUE GUM	60	65	2	REMOVE		
1700	SKYLINE BL	970	BLUE GUM	45	120	1	Reduce ht. 20', lateral branches 25%		
1700	SKYLINE BL	971	BLUE GUM	27	77	1	Reduce 20'		
1700	SKYLINE BL	974	BLUE GUM	32	65	1	REMOVE		

1700	SKYLINE BL	975	BLUE GUM	28	50	1	REMOVE		
	SKYLINE BL	976	BLUE GUM			1	Reduce 4'		
	SKYLINE BL	979	BLUE GUM		80	1	Reduce 30-40', reduce lateral branches 20%		
	SKYLINE BL	980	BLUE GUM			1	REMOVE		
	SKYLINE BL	981	BLUE GUM	28	80	1	Reduce competing stems, reduce canopy 3'		
1700	SKYLINE BL	982	BLUE GUM	38	77	1	Reduce 20', remove deadwood		
1700	SKYLINE BL	983	BLUE GUM	40	60	1	REMOVE		
1700	SKYLINE BL	984	BLUE GUM	4	20	1	REMOVE		
1700	SKYLINE BL	986	BLUE GUM	29	120	1	REMOVE		
1700	SKYLINE BL	987	BLUE GUM	19	60	1	Reduce 4', remove sprouts at base		
1700	SKYLINE BL	988	BLUE GUM	31	140	1	Reduce 20-30%		
1700	SKYLINE BL	989	BLUE GUM	45	70	1	Reduce 30'		
1700	SKYLINE BL	990	BLUE GUM	32	70	1	Reduce 20-30'		
							Reduce vertival and lateral limbs 20% from precious		
1700	SKYLINE BL	991	BLUE GUM	28	70	1	growng point		
1700	SKYLINE BL	992	BLUE GUM	33	140	1	Reduce 15-20'		
1700	SKYLINE BL	993	BLUE GUM	33	140	1	Reduce 15-20'		
1696	SKYLINE BL	994	BLUE GUM	29	120	1	Reduce 10'		
1696	SKYLINE BL	995	BLUE GUM	50	120	1	Reduce vertical ht. 20', upper lateral branches 20%		
1696	SKYLINE BL	996	BLUE GUM	35	80	1	Reduce 6-8' where possible		
1696	SKYLINE BL	997	BLUE GUM	32	80	1	Reduce 5', especially focus on east side		
1696	SKYLINE BL	998	BLUE GUM	22	65	1	Reduce vertical ht. 5-10'		
1696	SKYLINE BL	999	BLUE GUM	32	80	1	Reduce vertical ht. 10-15', lateral branches 25%		
1696	SKYLINE BL	1000	BLUE GUM	25	70	1	REMOVE		
1696	SKYLINE BL	901	BLUE GUM	30	120	1	Reduce vertical ht. 20', lateral branches 20%		
							Reduce 5' where possible, 2xstm at 10', reduce lateral		
1696	SKYLINE BL	902	BLUE GUM	48	60	1	branches 20%		
1696	SKYLINE BL	903	BLUE GUM	29	80	1	Reduce vertical ht. 10-15', lateral branches 20%		
1696	SKYLINE BL	904	BLUE GUM	32	50	1	REMOVE		
1696	SKYLINE BL	906	BLUE GUM	28	120'	1	Reduce 20'		
1696	SKYLINE BL	907	BLUE GUM	28	60	1	Reduce vertical branches 10'		
1696	SKYLINE BL	909	BLUE GUM	30	100'	1	Reduce vertical ht. 10', lateral branches 20%		
1696	SKYLINE BL	910	BLUE GUM	28	50	1	Remove stem at base, reduce 5'		
1696	SKYLINE BL	911	BLUE GUM	30	150'	1	Reduce vertical ht. 15', lateral branches 25%		

1696	SKYLINE BL	913	BLUE GUM	46	60	4	REMOVE		
	SKYLINE BL	914	BLUE GUM	30	47	3	REMOVE		
	SKYLINE BL	920	BLUE GUM	43	70	1	Reduce main stem ht. by 20'		
	SKYLINE BL	921	BLUE GUM	22	70	1	REMOVE		
	SKYLINE BL	922	BLUE GUM	41	70	1	Reduce vertical ht. 10-15', lateral branches 25%		
	SKYLINE BL	923	BLUE GUM	70	80	1	REMOVE		
	SKYLINE BL	924	BLUE GUM	40	76	1	Reduce 10-15' where possible		
	SKYLINE BL	925	BLUE GUM	26	50	1	REMOVE		
	SKYLINE BL	926	BLUE GUM	18	50	1	REMOVE		
	SKYLINE BL	927	BLUE GUM	35	120	1	Reduce vertical ht. 20-30'		
	SKYLINE BL	927	BLUE GUM	47	100	1	REMOVE		
						1			
	SKYLINE BL	929	BLUE GUM	31	80	1	Reduce 20-30' VERTICAL HT.		
	SKYLINE BL	930	BLUE GUM	34	65	1	REMOVE		
	SKYLINE BL	931	BLUE GUM	53	67	1	Reduce to past cuts		
	SKYLINE BL	932	BLUE GUM	53	120	1	Reduce vertical ht. 30-40'		
	SKYLINE BL	935	MONTEREY PINE	9	25	2	REMOVE		
	SKYLINE BL	936	BLUE GUM	32	70	1	Reduce 15'		
	SKYLINE BL	937	BLUE GUM	27	78	1	Reduce 10-15', laterals branches 25%		
	SKYLINE BL	938	BLUE GUM	28	70	1	Reduce vertical ht. 40', lateral branches by 25%		
1672	SKYLINE BL	939	BLUE GUM	19	65	1	Reduce 10'		
							Reduce vertical ht. 30-40', lateral branches 25%, remove		
1672	SKYLINE BL	940	BLUE GUM	25	65	1	sprouts at base		
1672	SKYLINE BL	941	BLUE GUM	13	50	1	Reduce 3' where possbile		
1672	SKYLINE BL	942	BLUE GUM	16	65	1	REMOVE		
1664	SKYLINE BL	943	BLUE GUM	49	70	1	Reduce to past cuts		
							REMOVE * Honey Bees in trunk base. Cut stump at 10'		
1664	SKYLINE BL	944	BLUE GUM	25	50	1	PROTECT BEES		
1664	SKYLINE BL	945	BLUE GUM	10	45	1	REMOVE		
							Reduce vertical ht. 40', reduce lateral upper canopy		
1664	SKYLINE BL	946	BLUE GUM	52	70	1	branches by 50%		
1664	SKYLINE BL	947	BLUE GUM	25	45	1	REMOVE		
1664	SKYLINE BL	949	BLUE GUM	33	70	1	Reduce to past cuts		
							Reduce vertical ht. 20', reduce lateral upper canopy		
1664	SKYLINE BL	950	BLUE GUM	32	70	1	branches by 50%		

1664 SKYLINE BL 1664 SKYLINE BL	951		26	65	1	REMOVE	
I I U U T I J I L I I I L D L	952	BLUE GUM BLUE GUM	40	65	1	REMOVE	
1656 SKYLINE BL	956	BLUE GUM	15	45	1	REMOVE	
1656 SKYLINE BL	957	BLUE GUM	40	70	1	Reduce to past cuts	
1656 SKYLINE BL	958	MONTEREY PINE	17	20	1	REMOVE	
1656 SKYLINE BL	961	BLUE GUM	27	90	1	Reduce 10-15' vertical ht.	
1656 SKYLINE BL	962	BLUE GUM	27	90	1	REMOVE	
1656 SKYLINE BL	963	BLUE GUM	43	130'	1	Reduce 20-25'	
1656 SKYLINE BL	964	BLUE GUM	30	50	1	Reduce main stem vertical ht. 40-50'	
1656 SKYLINE BL	967	BAILEY ACACIA	7	12	1	REMOVE	
1656 SKYLINE BL	968	BLUE GUM	27	70	1	Reduce 10-15'	
3138 RIVERA DR	969	BLUE GUM	61	66	1	REMOVE	
3138 RIVERA DR	972	BLUE GUM	66	160'	1	Reduce vertical ht. 40'	
3138 RIVERA DR	974	BLUE GUM	28	70	1	REMOVE	
3138 RIVERA DR	975	BLUE GUM	30	67	1	Reduce 10'	
3138 RIVERA DR	976	BLUE GUM	33	65	1	REMOVE	
3138 RIVERA DR	977	BLUE GUM	32	200	1	Reduce vertical ft. 30', Reduce laterals over skyline Blvd. 30%	
3138 RIVERA DR	978	BLUE GUM	20	50	1	REMOVE	
3138 RIVERA DR	979	ACACIA SPECIES	10	20	2	REMOVE	
3138 RIVERA DR	980	BLUE GUM	49	77	1	Reduce to past cuts	
3138 RIVERA DR	981	BLUE GUM	28	70	1	Reduce 10-15'	
3138 RIVERA DR	983	BLUE GUM	66	120	1	Reduce vertical branches 50', reduce lateral branches 20%	
3138 RIVERA DR	984	BLUE GUM	25	58	1	REMOVE	
3138 RIVERA DR	985	BLUE GUM	34	100	1	Reduce 10-15'	
3138 RIVERA DR	986	BLUE GUM	30	100	1	Reduce 15'	
3138 RIVERA DR	987	BLUE GUM	10	40	3	REMOVE	
3138 RIVERA DR	988	BLUE GUM	38	60	1	REMOVE	
3138 RIVERA DR	989	BLUE GUM	12	33	8	REMOVE	
3138 RIVERA DR	990	BLUE GUM	25	55	1	REMOVE	
3139 RIVERA DR	993	BLUE GUM	32	66	1	Reduce 15-20'	
1632 SKYLINE BL	999	BLUE GUM	50	66	1	REMOVE	

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# **Bid Results**

# **Bidder Details**

Vendor Name Julian Tree Care inc Address 561 Juliga woods st

Richmond, California 94804

**United States** 

Respondee Leonel Lopez

Respondee Title CEO

Phone 707-486-9332

Email JulianTreeCareBids@gmail.com

Vendor Type License # CADIR

Bid Detail

**Bid Format** Electronic

**Submitted** 11/26/2025 9:42 AM (PST)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 458762

Respondee Comment

# **Buyer Comment**

# Attachments

File Title
2025_2026_ Large Tree Removal_ Julian Tree Care
Inc.pdf
Philly Bond.pdf

File Name

2025\_2026\_ Large Tree Removal\_ Julian Tree Care
Inc.pdf
Philly Bond.pdf

File Type
Proposal Packet - Submit with
Bid
Bid Bond

# Subcontractors

No Subcontractors

# Line Items

# Discount Terms No Discount

ltem #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section	11						\$257,900.00		
1	Tree Removal		Skyline Blvd., Rivera Dr., Margarita Ave., Los Altos Ave.	Lump Sum	1	\$158,250.00	\$158,250.00	Yes	
2			La Mesa Dr. Tree Removal	Lump Sum	1	\$3,400.00	\$3,400.00	Yes	
3			Guittard Rd., Broderick Rd., and Rollins Rd. Tree Removals	Lump Sum	1	\$78,250.00	\$78,250.00	Yes	
4			California Dr. Removal	Lump Sum	1	\$5,500.00	\$5,500.00	Yes	
5			Drake Ave. Removal	Lump Sum	1	\$12,500.00	\$12,500.00	Yes	
Section	12						\$107,950.00		
6	Crown-Reduction Pruning		Skyline Blvd., Rivera Dr., Los Altos Ave. Tree Pruning	Lump Sum	1	\$90,200.00	\$90,200.00	Yes	
7			Guittard Rd., Broderick Rd., and Rollins Rd. Tree Pruning	Lump Sum	1	\$16,250.00	\$16,250.00	Yes	
8			Sanchez Tree Pruning	Lump Sum	1	\$1,500.00	\$1,500.00	Yes	
Section	13						\$3,000.00		
9	ADD-ALT Additional Tree Removal - (per inch)		Tree only removal per dia. inch 0-24" DSH	Per Inch	1	\$500.00	\$500.00	Yes	
10			Tree only removal per dia. inch over 25" DSH	Per Inch	1	\$1,000.00	\$1,000.00	Yes	
11	Line-Clearance Tree Removal – (per inch)		Tree only removal per dia. inch 0-24" DSH	Per Inch	1	\$500.00	\$500.00	Yes	
12			Tree only removal per dia. inch over 25" DSH	Per Inch	1	\$1,000.00	\$1,000.00	Yes	
Section	14						\$2,400.00		
13	ADD-ALT Additional Crown Reduction Pruning - (per inch)		Tree only removal per dia. inch 0-24" DSH	Per Inch	1	\$500.00	\$500.00	Yes	
14			Tree only removal per dia. inch over 25" DSH	Per Inch	1	\$700.00	\$700.00	Yes	
15	Line-Clearance Crown Reduction Pruning - (per inch)		Tree only removal per dia. inch 0-24" DSH	Per Inch	1	\$500.00	\$500.00	Yes	
16			Tree only removal per dia. inch over 25" DSH	Per Inch	1	\$700.00	\$700.00	Yes	
Section	15						\$908.00		
17	Emergency Response – (per staff hour)		Minimum Hours	Per hour	1	\$8.00	\$8.00	Yes	
18			Evening, Weekend, Holiday Call-Out	Per hour	1	\$450.00	\$450.00	Yes	
19	Line- Clearance Emergency Response – (per staff hour)		Evening, Weekend, Holiday Call-Out	Per hour	1	\$450.00	\$450.00	Yes	

# Line Item Subtotals

Section Title	Line Total
Section 1	\$257,900.00
Section 2	\$107,950.00
Section 3	\$3,000.00
Section 4	\$2,400.00
Section 5	\$908.00
Grand Total	\$372,158.00

## **GENERAL**

## 2025-2026 LARGE TREE PRUNING AND REMOVAL

November	26	, 20 25
November		$_{,2025}$

TO THE CITY OF BURLINGAME, CALIFORNIA:

Pursuant to the foregoing Notice to Contractors, the undersigned bidder has reviewed and examined the Request for Proposal (RFP), and any addenda in their entirety, and hereby states that the firm is qualified to construct the project. The bidder herewith submits its proposal on the Bid Form, Designation of Subcontractors, and Statement of Experience Qualifications, Non-Collusion Declaration, and Statement under Public Contract Code Section 10285.1 attached hereto and made a part hereof, and binds itself on award by the City of Burlingame under this proposal to execute in accordance with such award, a contract, of which this Proposal and the Notice to Contractors, Instructions to Bidders, Special Provisions, Standard Specifications, and Plans and Specifications are hereby made a part of this Proposal and all provisions thereof are hereby accepted.

In submitting this proposal, the bidder has confirmed the existence of any and all addenda and accepts the changes to the contract included in all addenda. The bidder shall include specific acknowledgement in the space provided of receipt of all addenda issued during the bidding period.

The bidder further agrees that in case of its default in executing the Contract Documents, and providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying its proposal and the money payable thereon shall be and remain the property of the City of Burlingame, as provided in the Instructions to Bidders and the Special Provisions.

Company name: Julian Tree Care Inc.
(Corporate Seal)
Signature Jahra C
Address 561 Juliga Woods St   Richmond, CA 94804
Contractor's license number: 1009796
Contractor's telephone no. (510) 256-7009
Contractor's facsimile no. N/A

### 2025-2026 LARGE TREE PRUNING AND REMOVAL

Nature of firm (corporation, pnames and titles of officers of	artnership, etc.) and names of individual members of the firms, or the corporation:
Name Julian Cabrera	Title Chief Executive Officer
Name N/A	Title
Name N/A	Title
Name N/A	Title

If a corporation, organized under the laws of the state of: California

#### **DESIGNATION OF SUBCONTRACTORS**

(Public Contract Code Sections 4100 et seq.)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL
2025-2026 LARGE TREE PRUNING AND REMOVAL

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or \$10,000 whichever is greater.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, Contractor shall not allow or permit any subcontractor that is ineligible to perform work on a public works project pursuant to Labor Code Section 1777.1 or 1777.7, to perform any work on this Project.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this proposal and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

# LIST OF SUBCONTRACTORS

						14.			
WORK TO BE DONE BY SUBCONTRACTOR									
DIR BEGISTRATION #									
CONTRACTORS LICENSE #									
ADDRESS OF SUBCONTRACTOR									
NAME OF SUBCONTRACTOR	N/A								

NAME OF BIDDER: Julian Tree Care Inc.

Signature:

Proposal Page 4

# STATEMENT OF EXPERIENCE QUALIFICATIONS

# TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL 2025-2026 LARGE TREE PRUNING AND REMOVAL

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The bidder has been engaged in the contracting business, under the present business name, For five (5) years. Experience in work of a nature similar to that covered in the proposal extends over a period of five (5) years

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

TYPE OF WORK	CONTRACT		FOR WHOM	CONTACT
PROJECT NAME	AMOUNT	LOCATION	PERFORMED	NAME
Contract No. C24554008 (Rebid) – Tree Maintenance Services	On call \$56,992	Oceano Dunes District	California State Parks	AND PHONE NO. Ben Wagner 805-574-4587
Contract No. C24720023 – Hazard Tree Services	On call \$3,300	Monterey District	California State Parks	Jim Doran 831-643-6328
Contract No. 24-018 – Tree Trimming, Pruning, and Maintenance	On call Hourly rated \$400	City of Turlock	Public Works Department	Mike Murphy 209-668-5423
09410-I Palm Tree Pruning	On call \$300,00	Fremont, CA	Fremont and Warm Spring Palms Bart	(510) 227-9122
Hillside Association of Berkeley DBA Berkeley FireSafe Council.	\$400,00 Active Contract	Berkeley, CA	Call Trans District Contract	Henry DeNero- htdenero@gmail.com
Alameda County Flood Conntrol.	\$280.000	Alameda County	Alameda County	Thomas H. 925-803-7295
	Contract No. C24554008 (Rebid) – Tree Maintenance Services  Contract No. C24720023 – Hazard Tree Services  Contract No. 24-018 – Tree Trimming, Pruning, and Maintenance  09410-I Palm Tree Pruning  Hillside Association of Berkeley DBA Berkeley FireSafe Council.  Alameda County Flood	PROJECT NAME  Contract No. C24554008 (Rebid) – Tree Maintenance Services  Contract No. C24720023 – Hazard Tree Services  Contract No. 24-018 – Tree Trimming, Pruning, and Maintenance  On call \$3,300  On call Hourly rated \$400  On call \$300,00  Hillside Association of Berkeley DBA Berkeley FireSafe Council.  Alameda County Flood  \$280,000	PROJECT NAME  Contract No. C24554008 (Rebid) – Tree Maintenance Services  Contract No. C24720023 – Hazard Tree Services  Contract No. 24-018 – Tree Trimming, Pruning, and Maintenance  On call Hourly rated \$400  Contract No. 24-018 – On call Hourly rated \$400  Fremont, CA  Hillside Association of Berkeley DBA Berkeley FireSafe Council.  Alameda County Flood  Sanound  Amount  On call Hourly rated \$400  Fremont, CA  Berkeley, CA	Contract No. C24554008 (Rebid) – Tree Maintenance Services  Contract No. C24720023 – Hazard Tree Services  Contract No. 24-018 – Tree Trimming, Pruning, and Maintenance  On call Hourly rated \$400  Contract No. C4-018 – Tree Trimming, Pruning, and Maintenance  On call \$3,300  City of Turlock  Fremont, CA  Fremont and Warm Spring Palms Bart  Fremont, CA  California State Parks  Fremont Turlock  Public Works Department  Fremont and Warm Spring Palms Bart  Fremont, CA  Call Trans District Contract  Alameda County Flood

#### REMOVAL

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, CAPACITY	CONDITION	LOCATION
1	* 30-ton International · 80-ton Terex Crane *Ficon self-propelled masticator *hydraulic-arm chip	Excellent condition	Richmond, CA
2	*120-ton Demag/160-ton Grove.  * Mini-Loaders  *dump trucks  *trailers Fray Liners  * Water trucks	Excellent Conditions	Richmond, CA
3	*Bucket trucks/aerial lifts  *stump grinders (self-propelled & tow-behind)  *Bobcats  *rubber-tracked mulchers	Excellent Conditions	Richmond, CA
3	*High-capacity self-propelled & towable chippers *Tool trailers stocked with pole saws	Excellent Conditions	Richmond, CA
4	*service pickups Toyota	Excellent Conditions	Richmond, CA
7	Chipper trucks Fielder Build		

NAME OF BIDDER:	Julian Tree Care Inc.
Signature:	TIC .

# **NON-COLLUSION DECLARATION**

(PUBLIC CONTRACT CODE SECTION 7106)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL 2025-2026 LARGE TREE PRUNING AND REMOVAL

1, Julian Cabrera, declare under penalty of perjury that I am Chief Executive Officer (sole
owner, partner, president, etc.) of Julian Tree Care Inc. , the
party making the foregoing bid; that the bid is not made in the interest of, or on behalf of,
$any\ undisclosed\ person,\ partnership,\ company,\ association,\ or\ ganization,\ or\ corporation;\ that$
the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in
a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner,
directly or indirectly, sought by agreement, communication, or conference with anyone to fix
the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element
of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract or anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly, or indirectly,
submitted his or her bid 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, company, association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.
I declare under penalty of perjury that the foregoing is true and correct and this was
executed on the date shown below at Richmond, California .
(City, State)
Dated: November 26th, 2025
NAME OF BIDDER: _Julian Tree Care Inc.
Signature Africa

# **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID 2025-2026 LARGE TREE PRUNING AND REMOVAL

In accordance with Public Contract Code Section 10285.1 (Stats. 1985, Ch. 376), the bidder
hereby declares under penalty of perjury under the laws of the State of California that the
bidder has $\underline{\hspace{1cm}}$ , has not $\underline{\hspace{1cm}}$ been convicted within the preceding three years of any
offenses referred to in that section, including any charge of fraud, bribery, collusion,
conspiracy, or any other act in violation of any state or federal antitrust law in connection
with the bidding upon, award of, or performance of, any public works contract, as defined in
Public Contract Code Section 1101, with any public entity, as defined in Public Contract
Code Section 1100, including the Regents of the University of California or the Trustees of
the California State University. The term "bidder" is understood to include any partner,
member, officer, director, responsible managing officer, or responsible managing employee
thereof, as referred to in Section 10285.1.
[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT"
IN ONE OF THE BLANK SPACES ABOVE.]
The above Statement is part of the Proposal. Bidders are warned that making a false
certification may subject the certifier to criminal prosecution.
I declare under penalty of perjury that the foregoing is true and correct and this was
executed on the date shown below at Richmond, California . (City, State)
(City, State)
Dated: November 26th, 2025
NAME OF BIDDER: Julian Tree Care Inc.
30.00.1.00 00.01.00
Signature Afort
V Williams

# **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietar	
rias the bidder, any officer of the bidder, of any employee of the bidder who has a proprietar	·y
interest in the bidder, ever been disqualified, removed, or otherwise prevented from biddin	
그는 80일 중에 가는 10일을 잃었는데 보다는데 보다 보다 그리는 것이 되었다. 그렇게 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면	
on, or completing a federal, state, or local government project because of a violation of lar	W
or a safety regulation?	
No Yes	
If the answer is yes, explain the circumstances below:	
I declare under penalty of perjury that the foregoing is true and correct and this was execute	
receive under penalty of perjury that the foregoing is true and correct and this was execute	d
	d
on the date shown below at Richmond, California	ed
	ed
on the date shown below at Richmond, California	ed
on the date shown below at Richmond, California . (City, State)	ed
on the date shown below at Richmond, California	ed
on the date shown below at Richmond, California . (City, State)	ed
on the date shown below at	ed
on the date shown below at Richmond, California . (City, State)	ed
on the date shown below at Richmond, California (City, State)  Dated: November 26th, 2025  NAME OF BIDDER: Julian Tree Care Inc.	ed
on the date shown below at	ed

#### **Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was
executed on the date shown below at Richmond, California .
(City, State)
Dated: November 26th, 2025
NAME OF BIDDER:Julian Tree Care Inc.
Signature When C

# California Air Resources Board (CARB) Compliance Statement

In accordance with the California Environmental Protection Agency Air Resources Board (CARB), the Bidder shall provide and attach a copy of the certificate of reported compliance in use off road Diesel Fueled Fleets regulation. (ATTACH CERTIFICATION OF COMPLIANCE)

All contractors and subcontractors will be required to submit with the bid proposal Certificates of Reported Compliance (CRC) which is stored at the California Air Resources Board (CARB) website. Failure to submit this certification may result in a nonresponsive bid.

https://ssl.arb.ca.gov/ssldoors/doors reporting/doors login.html

All CRC shall contain an off-road diesel fleet identification number and valid certificate. Contractor shall submit and confirm all CRC have been submitted to the CARB website or have indicated that CARB compliance does not apply to the contractor or subcontractor with a detailed reasoning for said exemption.

If the project is exempt from this requirement state, the reason below:

executed on the date shown below at Richmond, California	id this was
(City, State)	•
Dated: November 26th, 20245	
NAME OF BIDDER: _Julian Tree Care Inc.	
Signature Sulph	

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS. That constituting constituting
all of the (general partners/venturers) of the (partnership/joint venture) known as
Julian Tree Care Inc. which is
desirous of entering into a contract with the City of Burlingame, do hereby
designate and appoint Julian Tree Care Inc 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, Removal & 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 November 26th , 2025.
Dated: November 26th, 2025
NAME OF BIDDER:Julian Tree Care Inc.
Signature Julian C
Signature

#### 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 employee 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.

Dated: _	November 26th, 2	025	
NAME	OF BIDDER: _	Julian Tree Care Inc.	
Signatu	re Julya	C	

#### CERTIFICATE REGARDING WORKERS COMPENSATION

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

2025 LARGE TREE PRUNING AND REMOV	AL
-----------------------------------	----

Contract No. (TBD by CITY)

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:	November 26th, 2	2025
NAME	OF BIDDER:	Julian Tree Care Inc.
Signatu	re John	JC

(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.)

#### 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 Removal

At the direction of City staff, tree work as prescribed in Exhibit C.

Skyline Blvd., Rivera Dr., Margarita Ave., Los Altos Ave. Tree Removals- Remove 149 trees on City property and within the City right-of-way on Skyline Blvd from Trousdale Drive to Hillside Drive as prescribed in Exhibit C. Removals include hauling off all debris. No stump grinding required.

Total Skyline Blvd., Rivera Dr., Margarita Ave., and Los Altos Ave. Tree Removals:

2	158,250	
Ф	.00,200	

<u>La Mesa Dr. Tree Removal-</u> Remove 3 trees in an alley behind 1503 La Mesa Dr. as prescribed in Exhibit C. *Removals include hauling off all debris and working near utility lines.* 

#### Total La Mesa Dr. Tree Removals:

§ 3,400

Guittard Rd., Broderick Rd., and Rollins Rd. Tree Removals- Remove 115 trees on City property behind Guittard Chocolate factory and adjacent BART tracks to the Burlingame-Millbrae border as prescribed in Exhibit C. Removals include hauling off all debris and working near utility lines, BART railways and a storm drain. No stump grinding required.

Total Guittard Rd., Broderick Rd., and Rollins Rd. Tree Removals:

\$78,250

<u>California Dr. Removal</u> Remove 1 tree in Burlingame as prescribed in Exhibit C. *Removal includes hauling off all debris and work near Caltrain railroad and a city parking lot. No stump grinding required.* 

#### Total California Dr. Tree Removal:

\$5,500

<u>Drake Ave. Removal-</u> Remove 1 tree in Burlingame in front of 1270 Drake Ave as prescribed in Exhibit C. Removals include hauling off all debris. Removal includes hauling off all debris and working near utility lines. No stump grinding required.

**Total Drake Ave. Tree Removal:** 

§ 12,500

#### **Crown-Reduction Pruning**

Skyline Blvd., Rivera Dr., Los Altos Ave. Tree Pruning- Prune **164** trees on City property and within the City right-of-way on Skyline Blvd from Trousdale Drive to Hillside Drive as prescribed in Exhibit C. as prescribed in Exhibit C. The goal of this is to reduce the likelihood of branch failure. Over-arching branches require end weight reduction. Best accomplished by crown reduction (drop-crotch pruning) and balancing as prescribed in Exhibit C. Pruning includes hauling off all debris.

Total Skyline Blvd., Rivera Dr., and Los Altos Ave. Tree Pruning:	\$90,200	

Guittard Rd., Broderick Rd., and Rollins Rd. Tree Pruning- Prune 25 trees in Burlingame behind Guittard Chocolate factory to the Burlingame-Millbrae border as prescribed in Exhibit C. The goal of this is to reduce the likelihood of branch failure. Over-arching branches require end weight reduction. Best accomplished by crown reduction (drop-crotch pruning) and balancing as prescribed in Exhibit C. Pruning includes hauling off all debris, working near utility lines, a storm drain, and BART railways.

Total Guittard Dr. and Broderick Rd. Tree Pru
---

§ 16,250

Sanchez Tree Pruning- Prune 1 tree in Burlingame across the street from 1804 Sanchez Ave as prescribed in Exhibit C. The goal of this is to reduce the likelihood of branch failure. Overarching branches require end weight reduction. Best accomplished by crown reduction (drop-crotch pruning) and balancing as prescribed in Exhibit C. Pruning includes hauling off all debris and working near utility lines.

Total	Sanchez	Ave.	Tree	Prun	ing:
	~ *********				

§ 1,500

### Service Request Pruning and Removal

For trees that are not included within the Exhibit C, pruning will include structural pruning, crown reduction, 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 Standards.

Tree Removal –	per	inch
----------------	-----	------

Tree only removal per dia. inch 0-24" DSH	<u>\$</u> 500
Tree only removal per dia. inch over 25" DSH	<u>\$</u> 1,000

#### Crown Reduction Pruning - (per inch):

Tree only removal per dia. inch 0-24" DSH

§ 500

Tree only removal per dia. inch over 25" DSH

\$\_700

Emergency Response – (per staff hour): Evening, Weekend, Holiday Call-Out Minimum Hours 8 \$450

# City of Burlingame Tree Pruning & Stump Removal RFP

# PROPOSAL FORM SIGNATURE PAGE

	SIGNATO	JRE PAGE		
Company Informatio	on:			
Company Name:	Julian Tree Care Inc.			
License # and Expirati	on Date 1009796 12/31/2027			
Mailing Address:	561 Juliga Woods St   Richmo	ond, CA 94804		
Phone Number:	(510) 256-7009			
Fax Number:	N/A			
Email Address:	JulianTreeCareBids@gmail.	com		
Proposal Submitted	By:			
Signature:	JATIONC			
Printed Name:	Julian Cabrera			
Title:	Chjief Executive Officer		Date:	11/26/2025
Signature:	JAIMS			
Printed Name:	N/A			
Title:	N/A		Date:	N/A
	per notarial acknowledgment of t must be signed by one corpora			
*Group A. Chairman, President, or Vice-President		**Group B. Secretary, Assistant Secretary, CFO or Assistant Trea	surer	

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.



Advanced Clean Fleets Regulation Truck and Bus Regulation

Julian Tree Care Inc/ Julian Tree Care
Issued to: Inc

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

1 Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2025

TRUCRS Fleet Identification

Printed on 2025-07-02

Division Chief, Nobile Source Control

Division California Air Resources Board

1 Vehicles

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

250238





#### **Vehicle Compliance Certification**

Issue Date: 2/27/2025

Start Date: 3/31/2025

Expiration Date: 12/31/2025 Certification ID: VCC1002571767

#### **Vehicle Information**

Vehicle Identification Number (VIN): 1NPCLP0X9PD855186

Vehicle License Plate: 43883M1

Vehicle Make:

Vehicle Model Year: 2023

Vehicle Model:

#### **Business Information**

Company/Entity Name: Julian Cabrera

Entity ID: E146410

Primary Address: 561 Juliga Woods St, Richmond, CA 94804-4113, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit https://ww2.arb.ca.gov/cleantruckcheck.

To verify this certification: https://cleantruckcheck.arb.ca.gov.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



# BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

KNOW ALL MEN DI THESE I RESERVIS,	, That we	,	
Julian Tree Care Inc			
of 561 Juliga Woods St Richmond CA 94804			
(hereinafter called the Principal) as Principal, and PH	HILADEI	PHIA INDEMNITY INSURAN	CE COMPANY, with its
principal office at One Bala Plaza, Suite 100 in the City	ty of Bala	Cynwyd, Pennsylvania (hereinaster	called the Surety), as Surety,
are held and firmly bound unto City of Burlingame			
$_{ m of}$ 501 Primrose Road Burlingame Ca	A 940	10	
(hereinafter called the Obligee) in the penal sum of			
10% of the bid amount			
Dollars \$\frac{10\%}{0}\$ of the bid amount lawful money of the	e United S	States, for the payment of which sum	well and truly to be made,
we bind ourselves, our heirs, executors, administrators,	s, successo	ors, and assigns.	
THE CONDITION OF THIS OBLIGATION	N IS SUCE	H, that whereas, the Principal has sub	omitted the
accompanying bid dated November 26th, 2025		for	
2025-2026 Large Tree Pruning ar	nd Rer	moval Project	
NOW, THEREFORE, if the Obligee shall make any into a contract with said Obligee in accordance with within the time specified; or if no time is specified we the case of failure so to do, indemnify the Obligee agailure, not exceeding the penalty of this bond, then and virtue.	the terms within thin against any	s of said bid and give bond for the rty days after the date of said award y loss the Obligee may suffer direct	faithful performance thereof ; or if the Principal shall, in
Signed, sealed and dated: November 25th, 2025	5		
	-	Iulian Tree Care Inc	
	Ву: _		
		lulian Cabrera, Presider	nt
CANCE CA		HILADELPHIA INDEMNITY INSURANCE O	
10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ву:	MUG.	Attorney- in-Fact
352 10 - 11 (1)		Mingchen Chi	Attorney- III-ract

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Mingchen Chi of Nomad Insurance Agency Inc. DBA Surety Now \_ its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS  $21^{ST}$  DAY OF AUGUST 2025.

1927

John Glomb, President & CEO

(Seal)

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Hotary Seal PAULA LARE - Hotary Public Montgomery County My Commission Euplers October 15, 2026 Commission Number 1192868

residing at:

Bala Cynwyd

My commission expires:

October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of November

, 20\_25

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Angelique Cooper, Corporate Secretary

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PHILADELPHIA INDEMNITY INSURANCE COMPANY