City of Piedmont
COUNCIL AGENDA REPORT

DATE: May 16, 2022

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of a Contract with Arborworks LLC in the Amount of $145,370 for the FY2021-2022 Street Tree Pruning Project

---

RECOMMENDATION:

award the contract for the FY2021-2022 Street Tree Pruning Project to Arborworks LLC in the amount of $145,370 based on their submitted bid dated April 20, 2022.

BACKGROUND:

The annual assessment of street trees to verify the next cycle of pruning was performed by the City's certified arborist Nick Millosovich. Based on previous cycles of pruning, observations since the last street tree pruning project, input from residents, and professional judgement, this year's list of trees was developed. The Base Bid is for the pruning of a total of 811 street trees and the removal of 3 street trees. The list of streets, species of trees, and quantity to be pruned are listed below.

Trees to be Pruned:

STREETS	TREE TYPE	QUANITITY
El Cerrito Avenue	London plane	55
Estrella Avenue	Liquid Amber	3
Estrella Avenue	London Plane	36
Greenbank Avenue	London Plane	24
Harvard Road	Liquid Amber	39
Harvard Road	Silver Maple	1
Highland Avenue	London Plane	103
La Salle Avenue	London Plane	45
La Salle Avenue	Liquid amber	12
Magnolia Avenue	Liquid amber	47
Moraga Avenue	London Plane	69
Oakland Avenue	London Plane	228
Olive Avenue	Chinese Pistache	22

Park Way	London Plane	42
Ramona Avenue	London Plane	35
Ronada Avenue	London Plane	31
Ronada Avenue	Liquid Amber	15
Scenic Avenue	London Plane	8
Sierra Avenue	London Plane	25
Sunnyside Avenue	Liquid Ambers	3
Wildwood Avenue	Magnolia	2
1045 Rose Avenue	London Plane	1
1637 Grand Avenue	London Plane	2
72 Portsmouth Road	Flowering Pear	1
107 Estates Drive	Cherry	2
151 Waldo Avenue	London Plane	3
35 Nace Avenue	Liquid Amber	2
45 Jerome Avenue	London Plane	2

Trees to be removed:

STREETS	TREE TYPE	QUANITITY
Piedmont Park (near Guilford Rd.)	Oak	1
Bellevue Avenue (tag number 153 &154)	Liquid Amber	2

Bids were advertised on March 23, 2022 and due on April 20, 2022. Several companies were notified by phone and a public notice was also published in the local newspapers. The following bids were received:

Bidder	Base Bid
Arborworks LLC	$145,370
Julian Tree Care, Inc.	$219,415
West Coast Arborists, Inc.	$419,445
The Professional Tree Care Co.	$271,075

Staff examined the bid submitted by Arborworks LLC and found it to be in conformance with the requirements of the bid documents. Based on findings from the review of the low bidder's documents, Staff is recommending that the Council authorize award of the 2021-2022 Street Tree Pruning Project to Arborworks LLC based on their bid of $145,370. Their submitted bid package is attached as Exhibit A to the contract, which follows this staff report.

Staff anticipates work to start as soon as possible and to be completed within 50 working days from the date in the City's Notice to Proceed to the contractor. This contract will continue to fulfill the established goal of pruning every City street tree on a three-to-five-year cycle.

FISCAL CONSIDERATIONS

This project will be funded through the Public Works Operating Budget for FY21-22 - Street Tree Pruning Account # 101-0402-058-001 with a current balance of $169,000.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the contract as to form and legality.

By: Daniel Gonzales, Director of Public Works
Nick Millosovich, Public Works Supervisor

AGREEMENT

The City of Piedmont, a California Municipal Corporation ("City") enters into this Agreement, dated _____, _____, with Arborworks LLC ("Contractor").

RECITALS

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., April 20, 2022 for the FY 2021-2022 Street Tree Pruning Project by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.

B. BID OPENING. On April 20, 2022 at 2:00 p.m., City representatives opened the bids for the FY 2021-2022 Street Tree Pruning Project and read the bids aloud.

C. PROJECT AWARD. On May 2, 2022, the City Council awarded the FY 2021-2022 Street Tree Pruning Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.

D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the FY 2021-2022 Street Tree Pruning Project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK. The Work will be performed at the following locations:
   El Cerrito Avenue, Estrella Avenue, Greenbank Avenue, Harvard Road, Highland Avenue, La Salle Avenue, Moraga Road, Oakland Avenue, Olive Avenue, Park Way, Ramona Avenue, Ronada Avenue, Scenic Avenue, Sierra Avenue, Sunnyside Avenue, Wildwood Avenue, Piedmont Park, Bellevue Avenue; in Piedmont, California

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within fifty (50) working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **$2,500 per day** in accordance with California Government Code Section 53069.85 and Section 5-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **$145,370** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated April 20, 2022, and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the

performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.

7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.5 Notice Inviting Bids.

7.6 Instructions to Bidders.

7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.8 The successful bidder's completed Contractor License Information.

7.9 The successful bidder's completed List of Proposed Subcontractors.

7.10 The successful bidder's Workers Compensation Insurance Certification.

7.11 The successful bidder's completed Non-Collusion Declaration.

7.12 The successful bidder's Debarment Certification.

7.13 The successful bidder's completed Certificates of Insurance and Endorsements.

7.14 The successful bidder's executed Performance Bond.

7.15 The successful bidder's executed Payment Bond.

7.16 Executed Escrow for Deposit Agreement, if applicable.

7.17 Change Order Form.

7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

7.19 The successful bidder's Qualification Statement, if any.

7.20 The successful bidder's signed Signature Form.

8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.

10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to

all available remedies under this Agreement and at law and equity.

11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type C-61 / D-49 Tree Service license or better issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.

12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the FY 2021-2022 Street Tree Pruning Project.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT	Name of Contractor
_____	_____
By: Theadora Gray King, Mayor	Name of Signatory & Title

Attest:

_____
John O. Tulloch, City Clerk

Approved as to Form and Legality:

_____
Michelle Marchetta Kenyon, City Attorney
_____, Assistant City Attorney

BIDDER'S CHECK LIST

Did You:

✓ Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids?

✓ Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:

- ✓ Bidder's check list?
- ✓ Proposal that states the bid as intended?
- ✓ Executed bid bond? Cashiers Check in leiu of Bid Bond
- ✓ Contractor license information?
- ✓ Contractor DIR registration information?
- ✓ List of subcontractors, including DIR registration information?
- ✓ Workers compensation insurance certification?
- ✓ Signed Non-Collusion Declaration?
- ✓ Debarment certification?
- ✓ Bidder's questionnaire, if any?
- ✓ Executed bidder's signature page?

✓ If any, copy of each addendum issued, signed and dated by the bidder?

✓ Arrange to have the sealed bid uploaded to the BPXpress City of Piedmont planroom on or before the time specified for bid opening in the notice inviting bids?

DO NOT DETACH

PROPOSAL

For: Construction of the FY 2021-2022 Street Tree Pruning Project

For the City of Piedmont, Alameda County, California.

TO THE HONORABLE CITY COUNCIL
OF THE CITY OF PIEDMONT

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the City of Piedmont, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Public Works Department as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the City of Piedmont, to-wit:

Contractor's Bid Proposal
FY 2021-2022 Street Tree Pruning Project

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Street Tree Pruning	811	Each	$170.00	$137,870.00
2	Street Tree Removal	3	Each	$2,500.00	$7,500.00
		Total Bid:		**$** 145,370.00	

One hundred and forty-five thousand three hundred and seventy dollars no cents **Dollars**

Written Amount

The undersigned further agrees to deliver and to complete the work within **50 working days**, from the date of issuance, by the Public Works Department, of instructions to proceed with the work, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Piedmont.

Prime Contractor ArborWorks, LLC

License # 879506 Expiration Date 06/30/2022

DIR Registration # 1000017091 Expiration Date 06/30/2022

Contractor's License number and expiration date are herein stated under penalty of perjury.

By: Frank Bardonaro Title: CEO

Dated this 19th day of April, 20 22

Corporate Signature

Street Address: 40094 Highway 49 Suite A
City, State, Zip Code: Oakhurst, CA 93644
Phone No.: 866-936-8733
Email address: kmartinez@arborworksinc.com
President's signature CEO Frank Bardonaro, CEO
Secretary's signature Paul Nicolai, CFO
Corporation organized under the laws of the State of California
Partnership Name:
Address:

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

ArborWorks, LLC has submitted a Cashier's Check in lieu of a Bid Bond.

CITY OF PIEDMONT
120 Vista Avenue
Piedmont, California 94611

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the City of Piedmont, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the FY 2021-2022 Street Tree Pruning Project (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project , or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in

accordance with the bid package issued by the OBLIGEE concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the notice to bidders, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this_____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

PRINCIPAL_____
By_____

Title_____
SURETY_____
(Corporate Seal)

By_____
(Attorney-in-fact)

(Acknowledgement)

Title_____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of the FY 2021-2022 Street Tree Pruning Project.

The bidder holds the following California Contractors License(s):

1. License No. 879506, Class A, Expiration Date 06/30/2022
2. License No. 879506, Class B, Expiration Date 06/30/2022
3. License No. 879506, Class C27, Expiration Date 06/30/2022
4. License No. 879506, Class C61/D49, Expiration Date 06/30/2022
5. License No. 879506, Class HAZ, Expiration Date 06/30/2022
6. License No. 879506, Class C36, Expiration Date 06/30/2022
7. License No. _____, Class _____, Expiration Date _____
8. License No. _____, Class _____, Expiration Date _____
9. License No. _____, Class _____, Expiration Date _____
10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. 77-0615692

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name N/A - ALL WORK SELF PERFORMED
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
2. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
3. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
4. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____

Current DIR Registration No. N/A - ALL WORK SELF PERFORMED

5. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
6. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
7. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
8. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
9. Subcontractor Name _____
   Business Location _____
   Trade _____
   Subcontract Amount _____
   Current Contractor's License No.(s) _____
   Current DIR Registration No. _____
10. Subcontractor Name _____
    Business Location _____
    Trade _____
    Subcontract Amount _____
    Current Contractor's License No.(s) _____
    Current DIR Registration No. _____
11. Subcontractor Name _____
    Business Location _____
    Trade _____
    Subcontract Amount _____
    Current Contractor's License No.(s) _____
    Current DIR Registration No. _____

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO of ArborWorks, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 11th, 2022 [date], at Oakhurst [city], California [state].

Signature Frank Bardonaro

DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and

3. Does not have a proposed debarment pending; and,

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), 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 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 provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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?

Yes _____ No ✓

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappeasable 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.

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the FY 2021-2022 Street Tree Pruning Project ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Piedmont concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **50 working days** from the date of issuance, by the Public Works Department, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the City the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Piedmont.

Prime Contractor ArborWorks, LLC

By: Frank Bardonaro Title: CEO

Dated this 19th day of April, 20 22

Corporate signature

Street Address: 40094 Highway 49 Suite A
City, State, Zip Code: Oakhurst, CA 93644
Phone No.: 866-936-8733
Email address: kmartinez@arborworksinc.com
President's signature CEO Frank Bardonaro, CEO
Secretary's signature Paul Nicolai, CFO
Corporation organized under the laws of the State of California
Partnership Name:
Address:

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

_____

_____

_____

NOTE: Sign in proper space above.