

REQUEST FOR PROPOSALS ("RFP") #19/20-007

FOR

CITYWIDE TREE MAINTENANCE SERVICES

City of Rancho Cucamonga
Procurement Division
10500 Civic Center Drive
Rancho Cucamonga, California 91730

Deadline for Submissions: July 24, 2019 at 3:00 p.m.

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

Table of Contents

1. (OVERVIEW	6
1.1	.1 GENERAL BACKGROUND	6
1.2	.2 PROPOSAL DELIVERY AND SCHEDULE OF EVENTS	6
1.3	.3 DISCREPANCIES OR OMISSIONS	7
1.4	.4 CONTINGENCIES	7
1.5	.5 QUESTIONS AND CLARIFICATIONS	7
1.6	.6 DISPOSITION OF MATERIAL AND CONFIDENTIAL OR PROPRIETARY INFORMATION	7
1.7	.7 KNOWLEDGE OF REQUIREMENTS	8
1.8	.8 RESERVATION OF RIGHTS	8
1.9	.9 CALIFORNIA'S PUBLIC RECORDS ACT	9
2. [MINIMUM REQUIREMENTS	9
2.1	.1 BUSINESS LICENSE	9
2.2	.2 Prevailing Wages	10
2.3	3 REPRESENTATIVES	10
2.4	.4 EMPLOYEE CONDUCT	11
3. F	RFP RESPONSE FORMAT AND SUBMISSION REQUIREMENTS	11
3.1	.1 COVER LETTER / INTRODUCTION	11
3.2	.2 TABLE OF CONTENTS	12
3.3	.3 EXECUTIVE SUMMARY	12
3.4	.4 Experience	12
3.5	.5 THIRD-PARTY / SUBCONTRACTORS	12
3.6	.6 Staff Biographies	12
3.7	.7 PROPOSAL RESPONSE	13
3.8	.8 Non-Disclosure Conflict of Interest	13
3.9	9 PROFESSIONAL SERVICE AGREEMENT	13
3.1	.10 ACKNOWLEDGEMENT OF INSURANCE	13
3.1	.11 ADDENDUM ACKNOWLEDGEMENT	14
3.13 Participation Clause 14		
3.1	.14 Signature of Authority	14

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

	3.15 Co	MPANY REFERENCES	14
	3.16 LIN	E ITEM PRICING	15
4.	. SCOP	E OF WORK	15
	4.1	GENERAL SCOPE OF WORK	15
	4.2	CERTIFICATION & CONTRACTOR'S LICENSE	16
	4.3	BONDS	16
	4.4	SUPERVISION & STAFF	17
	4.5	Prevailing Wage	17
	4.6	APPRENTICESHIP EMPLOYMENT	18
	4.7	COMMUNICATIONS	18
	4.8	PARKING OF CONTRACTOR'S VEHICLES	19
	4.9	Non-Responsiveness of Contractor.	19
	4.10	SCHEDULING OF WORK	19
	4.11	Underground Service Alert	19
	4.12	MEASUREMENT AND PAYMENT	20
	4.13	ESTIMATED QUANTITIES	20
	4.14	WORK LISTS	20
	4.15	ELECTRONIC TREE INVENTORY AND WORK SHEETS	21
	4.16	Examination of Plans, Specification, and Site of Work	22
	4.17	Work Sites	22
	4.18	DELETIONS	22
	4.19	Crew Rental	22
	4.20	EMERGENCY RESPONSE WORK SCHEDULE	23
	4.21	SAFETY MEASURES	23
	4.22	Preservation of Property	23
	4.23	Preservation of Wildlife	24
	4.24	QUALITY OF WORK	24
	4.25	DISEASE CONTROL	24
	4.26	REPLACEMENT OF LANDSCAPE MATERIALS & CITY PROPERTY	25

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

	4.27	CONFORMING TO STATE AND FEDERAL GUIDELINES FOR STORM WATER POLLUTION PREVENTION	25
	4.28	PERMITS	25
	4.29	WORK AREA TRAFFIC CONTROL	25
	4.29.1	TRAFFIC CONTROL PERMIT	25
	4.29.2	Signs, Barricades, and Delineators	25
	4.29.3	TRAINING	26
	4.30	Pruning – General Requirements	26
	4.31	PRUNING – WORK TYPE DESCRIPTIONS	27
	4.32	SELECTIVE PRUNING	28
	4.35	STAKING ONLY	30
	4.36	STAKE REMOVAL	30
	4.37	REMOVAL OF BRUSH AND DEBRIS	31
	4.38	Tree Watering	31
	4.39	ARBORIST SERVICES	31
	4.40	MILLING	31
5	. EVAL	JATION AND VENDOR SELECTION PROCESS	31
	5.1	Initial Screening	31
	5.2	EVALUATION ACTIVITIES	32
	5.3	COST EVALUATION	33
	5.5 DEM	ONSTRATIONS/ INTERVIEWS	33
	5.6 FINA	NCIAL DOCUMENTATION	33
	5.7 BEST	AND FINAL OFFER	34
	5.8 V END	OOR SELECTION	34
	5.9 LETTE	er of Intent to Award	34
"	EXHIBIT A	A" CITY OF RANCHO CUCAMONGA CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT	35
"	EXHIBIT E	B" PROFESSIONAL SERVICES AGREEMENT EXCEPTIONS SUMMARY	36
		C" ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO AND MAINTAIN COVERAGES SPECIFIED	37
"	EXHIBIT D	" ADDENDUM ACKNOWLEDGEMENT	38
"	EXHIBIT E	DEBARMENT and SUSPENSION CERTIFICATION FORM	39

Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

40
41
42

City of Rancho Cucamonga Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

1. OVERVIEW

1.1 GENERAL BACKGROUND

The City of Rancho Cucamonga (hereinafter "City") is inviting qualified Vendors to submit a proposal response for Citywide Tree Maintenance Services in accordance with the minimum Scope of Services indicated herein. Vendors wishing to participate in the RFP solicitation must be registered as a Vendor on the City Vendor List. Vendor registration can be accomplished by visiting the City website at www.Cityofrc.us.

Only those responses received from registered Vendors will be accepted. Responses must be submitted by the named Vendor that has downloaded the RFP; this information is indicated in the bid system and provides the ability to tabulate the responses in accordance to the named Vendors. Submitting a response under a Vendor name that does not appear to be on the Prospective Bidders list will be deemed as non-responsive and disqualify said response from further consideration.

1.2 Proposal Delivery and Schedule of Events

Complete RFP responses must be received electronically via Planet Bids prior to the due date and time specified in the below Schedule of Events. Please note, there will be no paper responses accepted. The City shall not be responsible for any delays by transmission errors.

Schedule of Events

Event Description	Date & Time
Post RFP	May 29, 2019
Questions Due	June 19, 2019
Addendum Issued	June 27,2019
RFP Response Due Date	July 24, 2019
RFP Evaluation Period	TBD
Vendor Interviews / Presentation	TBD
Best and Final Offer (BAFO)	TBD
Letter of Intent to Award	TBD
Contract Award Date	TBD

(The City reserves the right to change schedule of events without prior notice or responsibility to Vendor.)

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

1.3 DISCREPANCIES OR OMISSIONS

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns in writing electronically via Planet Bids. No responsibility will be accepted for oral instructions. Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP.

1.4 CONTINGENCIES

This RFP should not be considered as a Contract to purchase goods or services but is a Request for Proposal in accordance with the Terms and Conditions herein and **will not necessarily give rise to a Contract**. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a Contract based on the RFP response(s) that are pursued should the City decide to do so.

Completion of this RFP form and its associated appendices are a requirement. Failure to do so may disqualify your RFP response submittal. Vendors must submit signed RFP responses by the due date and time as specified herein. Vendors will be considered non-responsive if the above requirements are not submitted as requested. If only one RFP response is received, the City reserves the right to reject the response and re-bid the RFP.

Any Scope of Services, Contingencies, Special Instruction and/or Terms and Conditions applicable to this RFP and any Purchase Order derived thereafter shall be effective as of the issue date of Purchase Order (the "Effective Date"), and shall remain in full force and effect until sixty (60) days after the City has accepted the work in writing and has made final payment, unless sooner terminated by written agreement signed by both parties.

1.5 QUESTIONS AND CLARIFICATIONS

All questions or clarification requests must be submitted directly through the City's bid system on or before XXXXX, 201X by XXXXXXX. Answers and/or clarifications will be provided in the form of an Addendum and will be posted for download from the City's bid system in accordance with the above "Schedule of Events".

From the issuance date of this RFP until a Vendor is awarded, Vendors are not permitted to communicate with any City staff or officials regarding this procurement, other than during interviews, demonstrations, and/or site visits, except at the direction of Ruth Cain, CPPB, Procurement Manager, the designated representative of the City of Rancho Cucamonga.

1.6 DISPOSITION OF MATERIAL AND CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to the RFP solicitation will become the property of the City and will be returned only at the City's option and at the expense of the Vendor submitting the RFP response. A copy of the RFP response will be retained for official files and become a public record. Any material that a Vendor considers

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Vendor's RFP response as it may be made available to the public.

If a Vendor's RFP response contains material noted or marked as confidential and/or proprietary that, in the City's sole opinion, meets the disclosure exemption requirements, then that information will not be disclosed pursuant to a written request for public documents. If the City does not consider such material to be exempt from disclosure, the material may be made available to the public, regardless of the notation or markings. If a Vendor is unsure if its confidential and/or proprietary material meets disclosure exemption requirements, then it should not include such information in its RFP response because such information may be disclosed to the public.

1.7 KNOWLEDGE OF REQUIREMENTS

The Vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the RFP response. Failure to examine any documents, drawings, specifications, or instructions will be at the Vendor's sole risk.

Vendors shall be responsible for knowledge of all items and conditions contained in their RFP responses and in this RFP, including any City issued clarifications, modifications, amendments, or addenda. The City will provide notice of any changes and clarifications to perspective Vendors by way of addenda to the City's website; however, it is the Vendor's responsibility to ascertain that the RFP response includes all addenda issued prior to the RFP due date.

1.8 RESERVATION OF RIGHTS

The issuance of this RFP does not constitute an agreement by the City that any contract will be entered by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, RFP, or RFP procedure.
- Reject any or all RFPs.
- Reissue a Request for RFPs.
- Prior to submission deadline for RFPs, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the RFPs.
- The City recognizes that price is only one of several criteria to be used in judging a product or service, and the City is not legally bound to accept the lowest RFP response.

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

- The City reserves the right to conduct pre-award discussions and/or pre-Contract negotiations with any or all responsive and responsible Vendors who submit RFP responses.
- Procure any materials, equipment or services specified in this RFP by any other means.
- Determine that no project will be pursued.
- The City reserves the right to inspect the Vendor's place of business prior to award or at any time during the contract term or any extension thereof, to determine the Vendor's capabilities and qualifications.

1.9 CALIFORNIA'S PUBLIC RECORDS ACT

The City of Rancho Cucamonga complies with the California Public Records Act, Government Code Section 6253. (a) Public records are open to inspection always during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

Neither an RFP in its entirety, nor proposed prices shall be considered confidential and proprietary. Notwithstanding the foregoing, companies are hereby notified that all materials submitted in response to this RFP are subject to California's Public Records Act. The City's receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by the City or any obligation or duty to prevent the disclosure of any such information except as required by Government Code Section 6253. Companies who submit information they believe should be exempt from disclosure under the Public Records Act shall clearly mark each document as confidential, proprietary or exempt, and state the legal basis for the exemption with supporting citations to the California Code. Pursuant to California Law, if the information is requested under the Public Records Act, the City shall make a final determination if any exemption exists for the City to deny the request and prevent disclosure. The City will withhold such information from public disclosure under the Public Records Act only if the City determines, in its sole discretion, that there is a legal basis to do so.

2. MINIMUM REQUIREMENTS

2.1 BUSINESS LICENSE

The selected Vendor awarded a Contract shall be required to obtain a Rancho Cucamonga Business License no later than five (5) business days from notification of award prior to being issued a Purchase Order. Awarded Vendor must possess and maintain all appropriate licenses/certifications necessary in the performance of duties required under this RFP and will provide copies of licenses/certifications immediately upon request throughout the term of the Contract.

Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

2.2 Prevailing Wages

Where labor is required for public work as a part of any requirement covered by this RFP, pursuant to the provisions of the Labor Code of the State of California, Vendor(s) shall pay no less than those minimum wages.

2.3 REPRESENTATIVES

Should the awarded Vendor require the services of a third-party to complete the Scope of Services indicated in this RFP, the awarded Vendor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof. Any attempt by the awarded Vendor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

The awarded Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services including Vendors subcontractor. All Services shall be performed by the awarded Vendor or under the awarded Vendor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services.

The awarded Vendor shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By its execution of this Agreement, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the services. In case of default by the Vendor, the City may take the following actions which shall include but not be limited to; cancellation of any purchase order, procurement of the articles or service from other sources and may deduct from unpaid balance due to the Vendor, or may bill for excess costs so paid, and the prices paid by the City shall be considered the prevailing market prices paid at the time such purchase is made, withholding of payment until final resolution. Cost of transportation, handling, and/or inspection on deliveries, or Vendors for delivery, which do not meet specifications, will be for the account of the Vendor.

City Representative:

For the purposes of this Agreement, the contract administrator and City's representative shall be_______, or such other person as designated in writing by City ("City's Representative"). It shall be the Vendor's responsibility to assure that City's Representative is kept informed of the progress of the performance of the services, and the Vendor shall refer any decisions that must be made by City to City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

Vendor Representative:

Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

For the purposes of this Agreement,	is hereby designated as the
representative of the successful Vendor authorized to act in its behalf with re	, ,
herein and make all decisions in connection therewith ("Vendor's Representative	·
that the experience, knowledge, capability and reputation of the Vendor's Rep	, ,
inducement for City to enter into this Agreement. Therefore, the Vendor's Repi	
during the term of this Agreement for directing all activities of Vendor and devo	•
supervise the services hereunder. The successful Vendor may not change the Ve	,
the prior written approval of City's Representative.	

2.4 EMPLOYEE CONDUCT

All Vendor personnel must observe all City regulations in effect at the location where the Services are being conducted. While on City property, the Vendor's personnel shall be subject to oversight by City staff. Under no circumstances shall the Vendor's or Vendor's sub-contractor personnel be deemed as employees of the City. Vendor or Vendor's subcontractor personnel shall not represent themselves to be employees of the City.

Vendor's personnel will always make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the City, or any other City employees. The Vendor's personnel shall be required to work in a pleasant and professional manner with City employees, outside Vendors and the public. Nothing contained in this RFP shall be construed as granting the Vendor the sole right to supply personal or contractual services required by the City or without the proper City approval and the issuance of a Purchase Order.

3. RFP RESPONSE FORMAT AND SUBMISSION REQUIREMENTS

Completion of this RFP form and its associated Exhibits are a requirement. To be considered responsive and evaluate RFP responses fairly and completely Vendors must comply with the format and submission requirements set out in this RFP, and provide all information requested. Failure to comply with this instruction will deem said RFP response as non-responsive and will not receive further consideration in the evaluation process.

If only one RFP response is received, the City reserves the right to discard the response, re-bid or proceed with an RFP review and negotiations.

RFP submittals are due on the due date and time indicated in the above schedule of events. Submittals shall be submitted electronically via Planet Bids; no paper RFPs will be accepted. RFP responses must include the following information and in the exact order and format as shown.

3.1 COVER LETTER / INTRODUCTION

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

RFP responses must include the complete name and address of Vendor and the name, mailing address, and telephone number of the contact person regarding the RFP response. A signature by an authorized representative must be included on each RFP response. Said signature will be considered confirmation of the Vendors ability and willingness to comply with all provisions stated herein.

3.2 TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your RFP response. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers. Each section of the RFP response will be separated by a title page at the beginning of each section.

3.3 EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Vendor's RFP response to provide the Evaluation Committee with a broad understanding of the Vendor's approach, Proposal, experience and staffing.

3.4 EXPERIENCE

The Vendor shall provide a concise statement demonstrating the Vendor's Proposal, experience, expertise and capability to perform the requirements of this RFP. Provide a brief history of your company, including;

- The number of years in business,
- The firms service commitment to customers,
- If the firm is involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- State whether your firm is an individual proprietorship, partnership, corporation, or private nonprofit firm, and the date your company was formed or incorporated.

3.5 THIRD-PARTY / SUBCONTRACTORS

If the Vendor intends to subcontract, a detailed list of any sub-contractors, partners, or third-party Vendors who will be involved in the implementation of the proposed services including but not limited to:

- Description of the Vendor's experience with each of the proposed subcontractors,
- Three (3) customer references for each subcontractor to include references names, addresses, and telephone numbers, for products and services like those described in this RFP,
- Describe the specific role of each.

3.6 STAFF BIOGRAPHIES

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

Submit the resumes of the individuals who will be performing the services for the City. Resumes shall be formatted in the following order:

- Position with the Company,
- Length of time with the Company,
- Licenses, registrations and certifications as required by law to perform the Scope of Work described herein,
- Educational background,
- Role in the Project,
- Experience with the minimum requirements stated herein,
- Work history on similar or like projects with the other municipalities.

3.7 Proposal Response

Under this section Vendors shall provide a full, detailed response to the City's Scope of Services listed herein. Vendors should be as thorough as possible in their response as it may be the only opportunity to convey information regarding your business, ability and qualifications to complete the services needed.

3.8 Non-Disclosure Conflict of Interest

Specify any possible conflicts of interest with your current clients or staff members and the City. A signed **"Exhibit A, Conflict of Interest and Non-Disclosure Agreement"** included herein must be submitted under this section.

3.9 PROFESSIONAL SERVICE AGREEMENT

In addition to the acceptance of the City's Terms and Conditions, the successful Vendor will be required to enter into a Professional Services Agreement ("PSA") with the City of Rancho Cucamonga, a "Sample" of which is attached in the City's bid system for review. All requirements of said PSA must be completed by the successful Vendor and signed by both applicable parties prior to any services being rendered. This RFP sets forth some of the general provisions which may be included in the final PSA. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless otherwise indicated in "Exhibit B, Professional Services Agreement Exceptions Summary" and the City agrees to either accept the objection or deviation or change the PSA language in writing. Failure to raise any objections at the time of this RFP response submittal will result in a waiver of objection to any of the contractual language in the PSA at any other time. The signed Exception Summary shall be included under this section of the RFP response.

3.10 ACKNOWLEDGEMENT OF INSURANCE

Vendors must meet all insurance requirements as outlined in the Professional Services Agreement. Ability to comply with said requirements must be indicated with signature of "Exhibit C, Acknowledgement of Insurance Requirements and Certification of Ability to Provide and Maintain Coverages Specified", which must be

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

submitted with the Bid under the Insurance tab. The awarded Vendor will be responsible for providing the required Certificates of Insurance and must be the Named Insured on the Certificates. Certificates of Insurance from any other entity other than the awarded Vendor, will not be accepted.

3.11 ADDENDUM ACKNOWLEDGEMENT

The Vendor shall hereby acknowledge they have received all posted Addendums, if any. It is the Vendor's responsibility to log into the Bid System to identify and download the number of addenda that have been posted. Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. Vendors must indicate their acknowledgement of any Addendums by way of signature on "Exhibit D, Addendum Acknowledgement" and must be included under this section of the RFP response.

3.12 DEBARMENT AND SUSPENSION

Vendors must verify by way of signature to "Exhibit E, Vendor Certification Form" that bidding Vendors must not be listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the guidelines under <u>2 CFR 200</u> that implement Executive Orders 12549 (<u>3 CFR part 1986</u> Comp., p. 189) and 12689 (<u>3 CFR part 1989</u> Comp., p. 235), and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. The signed exhibit must be included under this section of the RFP response.

3.13 Participation Clause

Vendors shall provide a completed "Exhibit F, Participation Clause", must be included with the Vendors RFP response. This will indicate a Vendors agreement to or not to allow other entities to utilize the RFP response and awarded contract as a piggyback option.

3.14 SIGNATURE OF AUTHORITY

"Exhibit G", Signature of Authority must be included with the Vendor RFP response. Unsigned RFP responses will not be accepted. The Signature of Authority declares that the Vendor has carefully examined the instruction indicated herein including all terms and condition and specifications, and hereby proposes and agrees, if the Vendors RFP response is accepted, Vendor agrees to furnish all material in accordance with the instruction and specifications in the time and manner prescribed for the unit cost amounts set forth in the Vendors RFP response.

3.15 COMPANY REFERENCES

Provide a minimum of four (4) references, preferably with other municipalities in which similar services are being performed. References must be for work performed or completed within the past three (3) years.

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

"Exhibit H, Reference Worksheet", must be complete and uploaded into the Planet Bid system under the "Response Type" section identified as "Exhibit H". While the Reference Worksheet accompanies your RFP response it is not to be discussed in any other area of the RFP response other than the "Response Type" section in Planet Bids.

3.16 LINE ITEM PRICING

Line item pricing for this RFP must be provided directly in the Planet Bids system under the "Line Items" tab. This pricing is not an estimate and is firm fixed price for each item listed. Vendors pricing quotes outside of the pricing listed in Planet Bids under the "Line Items" tab will not be accepted or considered for award. Any additional cost required should be noted in the additional cost line item and a summary of the cost provided in the notes section of the line item. While Line item pricing accompanies your RFP response it is not to be discussed in any other area of the RFP response other than the "Line Item" tab in Planet Bids. The City will not be obligated to any estimated pricing or pricing not identified in the "Line Item" tab in Planet Bids. Failure to provide the required Line Item pricing in the required format will cause Vendors RFP response to be considered as non-responsive and be eliminated from proceeding any further in the process. Any questions or clarifications regarding how to correctly submit Line Item pricing should be submitted by the "Questions Due" date and time indicated in the schedule of events.

4. SCOPE OF WORK

4.1 GENERAL SCOPE OF WORK

The scope of work is complete, continuous, consistent and safe tree maintenance of a variety of species throughout the City. Tree maintenance may consist of pruning, removals, stump grinding, planting, staking, pest control, fertilizing, watering, emergency response, arborist services, inventory and banner hanging work.

The contractor shall provide all equipment, labor and materials necessary for performing tree maintenance according to the specifications in this agreement. The equipment shall be clean and well-maintained, of the latest and most efficient design. Maintenance personnel shall be uniformed professional and well trained.

Selective pruning shall be employed always based solely on the standards prescribed by the International Society of Arboriculture and according to the ANSI A300 pruning standards.

The intent and purpose of this agreement is to provide a level of tree maintenance to the areas such that each will present a safe, pleasing, and desirable appearance always within the limitations of the contracted service requirements. The contractor agrees to maintain all the designated areas covered by this Agreement at such levels. The Public Works Services Director, or his designated representative, shall be the sole judge as to the adequacy and quality of the tree maintenance.

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

The work shall be done in accordance with "The 'Green Book' Standard Specifications for Public Works Construction" 2018 edition including subsequent amendments, supplements and/or additions. Copies are available from the publisher, Building News, Incorporated, 1612 So. Clementine Street, Anaheim, California, 92802, telephone (714) 517-0970.

Where the Public Works Services Director is mentioned in these Special Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement.

The City currently has several existing Landscape contracts which include some level of tree services which, will continue under those contracts. This RFP is for scope of services outside of those contracts that the City already has in place.

The term "tree" is used about both woody trees and palms in the language of this agreement, unless otherwise specified.

4.2 CERTIFICATION & CONTRACTOR'S LICENSE

The Contractor must hold a valid Arborist Certificate issued by the International Society of Arboriculture (ISA) and shall be available for consultation. The on-site working supervisor must hold, at minimum, a valid Tree Worker Certificate issued by the ISA. In the absence of the on-site working supervisor, there shall be a minimum of one (1) Certified Tree Worker on the job always. A photocopy of all certifications must be provided to the Public Works Services Director or designated representative.

Contractor shall possess all contractor's licenses, in form and class as required by all applicable laws with respect to all of the work to be performed under this contract; including, but not limited to, a Class C-27 (Landscape Contractor), or Class C-61/D-49 (Tree Service Contractor) and Class C-31 (Construction Zone Traffic Control Contractor) in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000, et. seq.) and rules and regulations adopted pursuant thereto at the time this contract is awarded.

Contractor shall possess a Wildlife Awareness Certification and provide documents to the Public Works Services Director confirming certification and yearly training.

4.3 Bonds

If a contract is awarded, the Contractor shall furnish a good and sufficient surety bond issued by a surety company authorized to do business in the State of California in the sum equal to 100% of the total award, conditioned for the Faithful Performance by the Contractor of all covenants, stipulations any agreements

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

contained in said contract; in addition, the Contractor shall furnish a Labor and Materials Bond in a sum equal to 100% of the contract price, as required by the provisions of Section 9554 of the California Civil Code.

4.4 SUPERVISION & STAFF

The contractor shall assign a supervisor to be on site each working day, working regular working hours, for the duration of this contract. The contractor and his staff shall have skills, expertise, and experience in arboriculture; including pest control, soils, fertilizers and plant identification. The supervisor must be fluent in the English language. The supervisor shall be thoroughly knowledgeable of the General and Special Provisions of this contract.

The contractor shall have on staff a full-time Arborist certified by the International Society of Arboriculture available to perform tree evaluations and risk assessment reports as directed by the Public Works Services Director. (See 4.2for an expanded description of responsibilities.)

4.5 Prevailing Wage

Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Rancho Cucamonga, 10500 Civic Center Drive, Rancho Cucamonga, California, and are available to any interested party on request. The Contractor shall post a copy of said determinations at the jobsite.

Pursuant to provisions of Labor Code Section 1775, the Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For all new contracts awarded on or after April 1, 2015, the contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner.

Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years. The payroll records shall set out accurately and completely the name, address, social security number, occupational

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

classification, and hourly wage rate of each employee, hours worked by him during the payroll period, and full weekly wages earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him.

Such payroll records shall be made available always for inspection by the City or its authorized representatives.

4.6 APPRENTICESHIP EMPLOYMENT

In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticelike occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (a) When unemployment around coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- (d) When the Contractor provides evidence that he employs registered apprentices on all his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticelike trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

4.7 COMMUNICATIONS

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

The Contractor shall provide a cellular telephone to each supervisor. Each supervisor shall carry the telephone on his/her person always during the workday for communication with the City representative. Each supervisor shall be on call 24 hours per day for emergencies within the contract areas.

4.8 Parking of Contractor's Vehicles

No overnight parking of vehicles will be permitted on City streets or at City facilities. The contractor may park his vehicle legally on his owned property within the City. The contractor may also park his vehicles legally on leased or rented property. All City of Rancho Cucamonga Municipal Code requirements shall be adhered to when parking and storing vehicles on owned, leased or rented property within the City.

4.9 Non-Responsiveness of Contractor

Failure of the Contractor or the supervisors to respond immediately (within 1 hour) to the telephone notification by the Public Works Services Director of an emergency condition, or failure of the Contractor to respond within two days of written notification by the Public Works Services Director or his representative, shall give the Public Works Services Director the right to cause necessary work to be performed by City crews, or other contractors and any costs incurred in so doing shall be deducted from the payment for the month in which the work was performed.

4.10 SCHEDULING OF WORK

The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The Public Works Services Director may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m.

While working for the City of Rancho Cucamonga, during normal business hours, the Contractor's work force shall not be impeded for performing work in another City, or for private venture, without permission from the Public Works Services Director. It is also unacceptable for the Contractor to carry out inspections, bid proposals and work estimates that are not associated with the City of Rancho Cucamonga, without permission from the Public Works Services Director.

4.11 UNDERGROUND SERVICE ALERT

The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contract a regional notification center at least 2 working days prior to excavation..." Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

or pipe lowing and driving, or any other way." The Contractor shall assume all liability incurred from any type of excavation performed at the worksite.

4.12 MEASUREMENT AND PAYMENT

- (a) The Contractor will be paid within thirty days of invoice submittal based upon the schedule of unit cost and lump sum amounts. The invoice shall include the appropriate fund number and purchase order number for this contract.
- (b) The quantity invoiced and paid shall be reflective of the total tree count, unit costs, and lump sum amounts shown on the work list.
- (c) The price for Grid Pruning shall be based on the number of trees pruned and the flat rate unit price listed on the cost proposal.
- (d) Unit costs for work performed by service request during regular working hours shall be based on the unit prices listed in the cost proposal.
- (e) Work performed by service request outside regular working hours or work for which no unit cost is given shall be paid at the hourly rate(s) listed on the cost proposal. Payment will be made only for productive time on the jobsite. No allowance will be made for mobilization of crews, materials and equipment to the jobsite.
- (f) The size of all woody trees shall be determined by measuring the DBH. This is the diameter of the trunk at breast height, located four and one-half (4.5) feet above the base of the trunk. For multi-trunk trees. Or trees that branch below four and one-half feet, the diameter of the largest trunk at four and one-half feet above base shall be used to determine the size.
- (g) Height shall be used to determine the size of the palms; and is measures from the base of the trunk to the bud initiation zone.

4.13 ESTIMATED QUANTITIES

The quantities listed on the "Line Items" tab in Planet Bids are approximate, being given as a basis for the comparison of bids only, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed advisable or necessary by the City.

4.14 WORK LISTS

(a) **Grid Pruning** - The Public Works Services Director will identify pruning locations by highlighting the corresponding streets on the map, which will be provided to the Contractor, along with a specific pruning assignment such as full trim, clean, raise, or palm trimming. The Contractor shall document all work onto a City Contractor Work List (Appendix B); and record the location, species, size, work type, quantity, unit costs and lump sum amounts for each tree trimmed. The price paid for grid pruning shall be as specified in Section 4.12(C).

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

(b) **Removals and Plantings** - The Public Works Services Director will provide a work list consisting of

location, tree species, size, work type, quantity, unit costs and lump sum amounts.

(c) Inspection - The Contractor shall notify the Public Works Services Director upon completion of each

work list and shall not process any work list for invoicing until all sites on the list have been inspected

by the Public Works Services Director. Also, daily, or as required. The Contractor or his supervisor may walk the project with the Public Works Services Director for determining compliance with the

may walk the project with the Public Works Services Director for determining compilance with the

specifications or to discuss required work. Any tree(s), which in the opinion of the Public Works

Services Director have not been pruned, removed or planted according to the conditions of the

specifications set forth herein shall be brought to the attention of the Contractor and, if not

corrected, payment to the Contractor will not be made until the condition is corrected.

(d) Service Requests and Location Lists - The Contractor could be given additional service requests and

location lists each day, in addition to the weekly or grid schedule list. This work will be considered

as normal work and not subject to emergency work cost or crew rental costs.

4.15 ELECTRONIC TREE INVENTORY AND WORK SHEETS

All trees that are in the tract, in which the Contractor is working, shall be recorded onto a City Tree Inventory Sheet (Appendix C) and entered into the City's Electronic Tree Inventory System; and upon completion, given to the Public Works Services Director along with the work list. Each field on the inventory sheet should be filled

in as follows:

(a) **Right of Way** – This is the public right of way (and/or tree maintenance easement) as recorded in

the development plans. The measurement will be the width of the parkway, or in areas in which

there is no parkway, the designated footage beginning from the curb face.

(b) Address – Consists of the house number and complete street name. If the tree is on the side of a

corner house, the name of the intersecting street shall be included.

(c) Site – Counted sequentially from north to south and from west to east. Trees in front of the

residence have an "F" designation; corner houses with trees on the side have a "S" designation.

(d) **Species** – Including hybrids, varieties and cultivars.

(e) **Diameter at Breast Height (DBH)** – The measurement of the trunk diameter at 4.5 feet from the

base, as described in section 4.12(f). Multi-trunk trees shall be recorded by using the DBH of the largest trunk followed by the letter M and the total amount of the trunks. For example, a multi-

Submittals Due: July 24,2019 by 3:00 p.m.

Page 21 of 43

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

trunk tree having three trunks, with the largest trunk measuring twenty-four inches, would be written as... 24M3.

- (f) **Height** In trees, measured from base to uppermost branches. Height in palms shall be measured from base to lower portion of bud.
- (g) **Spread** The horizontal measurement of the canopy, from end to end.
- (h) **Condition** The contractor shall describe the tree's general condition by placing an X in either the good, fair, or poor column. The description should be based primarily on the level of decay that is present, important limbs that may be missing, the quality of branch attachments, any root issues that are detected. Overall balance should be observed also. Major concerns should be noted in the remark's column.
- (i) **GPS (Global Positioning System)** The Contractor must be able to provide inventory information using the City's Electronic Tree Inventory Program. The Contractor must be able to input all services and details related to each tree, along with an accurate and current GPS point update.

4.16 Examination of Plans, Specification, and Site of Work

Bidders must satisfy themselves by personal examination of the work site, plans, specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the specifications, or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

4.17 WORK SITES

Worksites include, but are not limited to, parkways, medians, greenbelts, tree easements, parks and other City facilities.

4.18 **DELETIONS**

At the Public Works Services Director's option, any contract areas, work list or pruning map, or portion thereof, may be deleted or adjusted by notifying the Contractor in writing before work begins.

4.19 CREW RENTAL

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

The standard crew is three (3) men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew equipment can be modified to complete any type of misc. tasks including special projects that may consist of extraordinary work.

4.20 EMERGENCY RESPONSE WORK SCHEDULE

Emergency response work may be required to mitigate safety hazards outside of normal working hours.

- (a) Emergency response work will not be performed without prior approval by the Public Work Services Director unless a condition exists wherein it appears there is a danger of injury to persons or property.
- (b) Payment of emergency response work shall be in accordance with the hourly rates and unit prices in the Emergency Response Work Schedule.
- (c) The City reserves the right to cause any emergency response work deemed necessary by the Public Works Services Director to be performed by the City crews, other contractors, or day labor, at no cost to the Contractor.
- (d) Emergency response work is work performed after normal working hours or anytime during a 24-hour period that the Public Works Services Director deems an emergency. Emergency response work does not include service requests and location lists assigned during normal working hours (7 a.m. to 4 p.m. Monday through Friday, not including Holidays)
- (e) Emergency Response and Crew Rental rates begin when the crew arrives on site and begins work, and end at the completion of the work requested by the City. Portal to Portal pay is not allowed.

4.21 SAFETY MEASURES

- (a) The Contractor shall obey and adhere to Cal OSHA requirements for worker safety, and ANSI Z133.1 Safety Requirements.
- (b) Any person working in proximity to electrical conductors shall be properly trained in electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California.
- (c) Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Works Services Director.
- (d) The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the vehicle moved to a safe location. Any abandoned vehicle shall be reported to the Rancho Cucamonga Police Dept.

4.22 Preservation of Property

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

- (a) The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site.
- (b) Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor, to a condition equivalent to that existing before damage occurred.
- (c) The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Works Services Director. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Works Services Director. Where there is a difference in value between the trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Works Services Director, using the latest Council of Tree and Landscape Appraisers Guide for Plant Appraisal.

4.23 PRESERVATION OF WILDLIFE

Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition.

4.24 QUALITY OF WORK

The Contractor shall be committed to retaining the value of all trees in his care, and at no time under this contract agreement shall the Contractor decrease the value of any tree without written authorization from the Public Works Services Director.

The Contractor shall be skilled in arboriculture and have the expertise necessary to perform all duties to the highest standard, as required in this agreement.

The Public Works Services Director shall be the sole judge as to the adequacy and quality of maintenance.

4.25 DISEASE CONTROL

Any monocot or dicot species that is known to transmit an infectious disease prevalent in the landscape shall be pruned with handsaws, pole saws or reciprocating saws only. Prior to pruning, all saw blades must be sterilized by a ten (10) minute immersion in a bucket of water containing twenty-five (25) percent chlorine bleach. A fresh solution shall be mixed daily. Each tree shall be pruned utilizing a blade that has been sterilized in this fashion, thereby preventing tree-to-tree disease transmission via the saw blade. After a tree has been pruned, the saw blade shall not be utilized again until it has been sterilized by the ten (10) minute immersion method described above.

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

4.26 REPLACEMENT OF LANDSCAPE MATERIALS & CITY PROPERTY

The Contractor shall be responsible for replacement of City property, private property and any other items deemed necessary due to contractor negligence.

4.27 CONFORMING TO STATE AND FEDERAL GUIDELINES FOR STORM WATER POLLUTION PREVENTION

State and Federal guidelines for storm water pollution prevention are known as Best Management Practices (BMP's). These practices will help reduce groundwater contamination and pollution to our wetlands, beaches, and coastlines. Since Landscaping can and does contribute to storm water pollution, BMP guidelines taken from the California Storm Water Quality Association's Handbook are provided for the Contractor's reference. In addition, these BMP's shall be reviewed with any new employee before he begins work in the field, and with all crews on at least an annual basis. (See Appendix D)

4.28 PERMITS

Prior to the start of any work, the Contractor shall obtain the applicable City permits and plan for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

4.29 WORK AREA TRAFFIC CONTROL

4.29.1 TRAFFIC CONTROL PERMIT

The Contractor shall prepare a permit application for street closure and shall attach two copies of the proposed traffic control signing, barricading and/or detour routing. The permit application and accompanying attachments shall be reviewed by the City Traffic Engineer. Upon the Traffic Engineer's approval, a no-fee Street Closure Permit shall be issued. No Street Closure, Lane Closure, Detour or other work requiring traffic control shall commence prior to issuance of said permit.

4.29.2 Signs, Barricades, and Delineators

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the current California Joint Utility Traffic Control Manual (CJUTCM) published by the California Inter- Utility Coordinating Committee, the Work Area Traffic Control Handbook (WATCH) and the current Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones unless otherwise approved by the Engineer. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer.

Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

4.29.3 TRAINING

Upon award of the contract and before work can begin within the public right-of-way, the contractor shall provide written proof of work zone safety training of all supervisory staff. The contractor will be responsible for all work zone safety inspections and regular training of all staff setting up any traffic control.

4.30 PRUNING – GENERAL REQUIREMENTS

- (a) Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture (Appendix A).
- (b) The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Works Services Director, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased.
- (c) The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted.
- (d) Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge.
- (e) Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Works Services Director, unless said branch is weakly attached or has other significant defect.
- (f) Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method (Appendix A).
- (g) When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent.
- (h) When reducing the length of a limb back to a lateral branch, the lateral should be at least one-third the diameter of the portion removed.
- (i) Young trees shall be pruned primarily to improve structure (Appendix A).
- (j) Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance or hazard. The cost shall be adjusted to one half that for complete raise.
- (k) The use of climbing spurs, gaffs, or any other climbing devise that causes puncture wounds is

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

prohibited, except for aerial rescue efforts, or during removals.

- (I) The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Works Services Director of them by address.
- (m) Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible.
- (n) Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

4.31 PRUNING – WORK TYPE DESCRIPTIONS

The following four work type descriptions may be assigned to the Contractor. All general requirements for pruning, as described in section 514, shall be followed.

- (a) **Grid Pruning** Grid pruning means routine tree pruning per pre-designated districts/grids on a scheduled cycle or any grouping of seven (7) or more trees near one another, within an approximate 200-yard radius, and shall be paid as grid pruning even when off the regularly scheduled district/grid plan. The price paid for grid pruning shall be as specified in Section 4.12(C).
- (b) **Full Pruning** The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs.
 - Selective pruning shall be implemented; any or all pruning techniques shall be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown restoration.
- (c) **Crown Raise** In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one-half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore-

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

mentioned specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.

(d) **Crown Cleaning** - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches.

Crown cleaning shall also include crown raise, when needed to provide proper clearance.

- (e) Crown Reduction In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.
- (f) **Palm Pruning** Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base.

All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully.

When pruning palms in the Phoenix genus it is imperative to sterilize all pruning equipment (as described in section 4.25 to avoid possible tree-to-tree transmission of the disease Fusarium oxysporum.

4.32 SELECTIVE PRUNING

When performing any of the four pruning work types, mentioned in section 4.31, it is imperative to employ selective pruning to prevent over pruning. If any tree in an assigned area requires a lesser amount of pruning than what has been assigned, only that which is necessary will be performed.

4.33 TREE REMOVALS

- (a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.
- (b) Trees designated for removal by the Public Works Services Director will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

regarding the trees(s) to be removed, the Public Works Services Director will be contacted before work commences.

- (c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.
- (d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Works Services Director.
- (e) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert) must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.
- (f) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.

4.34 TREE PLANTING AND STAKING

- (a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees (Appendix E).
- (b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The City standard drawing for tree planting shall be followed (Appendix F).
- (c) The Contractor shall follow the requirements in section 4.11, UNDERGROUND ALERT of this contract before the excavation of any tree-planting site.
- (d) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If the container does not come off easily, it shall be cut on one or more sides, from top to bottom, to allow its removal. Circling roots shall be separated and spread outward. Densely matted roots that cannot be teased apart shall be cut cleanly in two places.

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

- (e) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.
- (f) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.
- (g) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.
- (h) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.
- (i) A plastic guard shall be placed loosely around the base of the trunk.
- (j) A watering basin shall be placed around the outer edge of the root ball in areas where run-off will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.

4.35 STAKING ONLY

The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the contractor is pruning or where otherwise directed by the Public Works Services Director. All the standards shall be followed.

4.36 STAKE REMOVAL

The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil.

Request for Proposals ("RFP") #19/20-007

for

Citywide Tree Maintenance Services

All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes.

Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.

4.37 REMOVAL OF BRUSH AND DEBRIS

The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations.

- (a) Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal.
- (b) Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.

4.38 TREE WATERING

Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the first year after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities. At the discretion of the Public Works Services Director, older trees will be included on a watering schedule.

4.39 ARBORIST SERVICES

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

4.40 MILLING

On occasion, the City may request for some of the removed Urban Forest material be milled down for special projects. The Contractor shall provide a per foot milling cost of this material. Milling can be performed on or off site.

5. EVALUATION AND VENDOR SELECTION PROCESS

5.1 Initial Screening

City of Rancho Cucamonga Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

All RFP responses will undergo an initial review to determine responsiveness to the instructions herein. Those RFP responses initially determined to be compliant by meeting the RFP requirement as indicated herein will proceed to the next phase of the evaluation process.

5.2 EVALUATION ACTIVITIES

Compliant RFP responses proceeding to the next phase of the evaluation process are then evaluated by an Evaluation Committee. The RFP submittals are scored and assigned a ranking of one (1) through ten (10), ten being the highest possible score. The following criteria have been assigned percentages that the criteria will be scored against, based upon but not limited to the following evaluation criteria factors:

Criteria

Criteria Description	Assigned Percentage
Vendor Experience	15%
Quality of proposed services or goods	15%
Extent to which the Vendor's services or goods meet the City's needs	20%
Cost	25%
Employee Training	5%
Safety TrainingCustomer Service Training	
Corporate Capability:	5%
 Qualifications of staff Licensing required to perform various tree maintenance services 	
Services Offered to the City:	5%
 Proposed program Detailed list of services Ability to provide services 	
Equipment Evaluation	5%
List of EquipmentAerial device certification	

City of Rancho Cucamonga Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

Information Management	5%
 Method for completing and updating the City's tree inventory program Backup inventory software provided to the City Technical support for all software and data management 	

5.3 COST EVALUATION

Cost Proposals are evaluated and scored based on the following calculations;

Score = Lowest Proposal Cost / Cost of Proposal being scored X Maximum Points Available (10)

The score is then added to the spreadsheet criteria scores.

5.4 REFERENCE CHECKS

If determined to be required reference checks are conducted by the Procurement Division and the requesting department may or may not be present during the process. The reference checks may be conducted by phone with the information being scribed or conducted by a written form, submitted to the Vendor's reference contact. Reference contacts will be asked several predetermined questions for response and to provide a score from one (1) to ten (10), ten being the highest. Scores are then tabulated and added to the spreadsheet with the criteria scores. It is imperative that Vendors provide up to date and accurate information regarding contact information for reference checks. All scores are then tabulated into the final Vendor ranking.

Evaluators do not see the Vendor References or pricing line items. The proposed pricing is evaluated by the Procurement Division during the initial review of the RFP response, only to ensure that the proposed cost is not over the City's budgeted amount or Not-to-Exceed amount for the project.

5.5 Demonstrations/ Interviews

Upon completion of the RFP evaluations and data analysis, and only if necessary, selected top ranked Vendors will be provided an opportunity to interview and conduct a demonstration or presentation to further expand on their RFP response. Vendor interviews/demonstrations are scored and assigned a ranking of one (1) through ten (10), ten being the highest possible score, based upon but not limited to the evaluation criteria factors as stated within the RFP.

5.6 FINANCIAL DOCUMENTATION

Vendors that proceed to the short-list may be required to submit financial documentation as proof of its firm's financial stability and strength. A financial review will be conducted by the City Finance Department. Should a Vendor wish for its financial documentation to be treated as proprietary or be returned upon completion of

Request for Proposals ("RFP") #19/20-007

Citywide Tree Maintenance Services

the review, the documentation must clearly be marked as such. The following documentation will be required

- A copy of the Vendor's most recent annual report.
- Audited (by a third party), balance sheets and income statements for the past three (3) years.
- If audited data is not available, Vendor shall submit copies of complete tax returns for the past three (3) years.
- Describe any regulatory censure and past or pending litigation related to services provided by the Vendor.
- Indicate all applicable information regarding Vendor ownership changes in the last three (3) vears.

5.7 BEST AND FINAL OFFER

of each Vendor on the short-list:

Upon completion of Vendor presentations, the City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with all or only top ranked Vendors. At which time the City may request a Best and Final Offer to be submitted from one or all finalists.

5.8 VENDOR SELECTION

The final Vendor selection is based on which Vendor is the most responsive, meeting the City's requirements, offering the best value at the most competitive price. The City is not obligated to award to the lowest price proposal.

The City may conduct negotiations with several Vendors simultaneously. The City may also negotiate contract terms with the selected Vendors prior to award. The City, at its sole discretion, reserves the right, unless otherwise stated, to accept or reject all or any RFP responses, or any part thereof, either separately or to waive any informality and to split or make the award in any manner determined to be in the best interest of the City.

5.9 Letter of Intent to Award

After a final Vendor selection is determined, a Letter of Intent to Award (LOI) will be posted for review by all participating, responsive Vendors. Negotiations shall be confidential and not subject to disclosure to competing Vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next highest scoring Vendor or withdraw the RFP entirely.

City of Rancho Cucamonga Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services

"EVUIDIT A" CITY OF DANICHO CHCAMONICA CONFLICT OF INTEDEST/NON DISCLOSLIDE STATEMENT

"EXHIBIT A" CITY OF RANCHO CUCAMONGA CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

It is the policy of the City of Rancho Cucamonga to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City Contracts, including, but not limited to Contracts for Professional Services Agreements ("PSA") with potential Vendors.

I do not have specific knowledge of confidential information regarding RFP responses received in response to the Request for Proposal ("RFP") #19/20-007 for Citywide Tree Maintenance Services.

I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any RFP response to anyone. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, verbal conversations, written correspondence, reproduction of any part or any portion of any RFP response, or removal of same from designated areas.

I, the undersigned, hereby certify that the following statements are true and correct and that I understand

and agree to be bound by commitments contained herein.		
	(Print Name)	
	(Relationship to the City)	
	(Relationship to the Vendors)	
	(Signature)	
	(Date)	

Must be included in final RFP submittal.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services

"EXHIBIT B" PROFESSIONAL SERVICES AGREEMENT EXCEPTIONS SUMMARY

Mark the appropriate choice, below:	
Vendors accepts the PSA without exc	reption.
OR	
Vendors proposes exceptions to the	PSA.
"Exception Summary", which shall include	ocument. Enclose a written summary of each change and title as the Vendors' rationale for proposing each such exception. Each number in the PSA. Failure to properly reference exceptions in the e as non-responsive.
Signature	_
Printed Name	
Title	
 Date	

Must be included in final RFP submittal.

"EXHIBIT C" ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE AND MAINTAIN COVERAGES SPECIFIED

I, th	e
,	(President, Secretary, Manager, Owner or Representative)
of	, certify that the
(Name of Company, Corporation of	or Owner)
Services Agreement (PSA), for the Purchase	arding insurance requirements as stated within the Professional Contract designated Request for Proposal ("RFP") for #19/20-007
provide and maintain the coverage as spec	nave been read and understood and that our Vendors is able to ified in the PSA. Failure to provide said coverage, upon request to fficient cause for immediate disqualification of award. Failure to
maintain said coverage shall result in termi	nation of the contract.
Signature	
Printed Name	-
Title	
Date	

Must be included in final RFP submittal.

Submittals Due: July 24,2019 by 3:00 p.m.

"EXHIBIT D" ADDENDUM ACKNOWLEDGEMENT

The Vendors hereby acknowledges the following Addenda Number(s) to this RFP have been received, if any. Vendors understands failure to acknowledge any addenda issued may cause the RFP response to be considered non-responsive. It is the Vendors' responsibility to log into the Bid System to identify and download the number of addenda that have been posted.

•		 		
•				
•		 		
•				
Signatur	·e			_
Printed	 Name	 		_
Title				
Date				

Must be included in final RFP submittal.

"EXHIBIT E DEBARMENT and SUSPENSION CERTIFICATION FORM

not currently listed on the governmentwice accordance with the guidelines under <u>2 CF</u>	(Vendor) nor any of its proposed subcontractors are ide exclusions in the System for Award Management (SAM), in FR 200 that implement Executive Orders 12549 (3 CFR part 1986)
Comp., p. 189) and 12689 (<u>3 CFR part 1989</u> subcontractors are tax delinquent with the	Ocomp., p. 235), and that neither Vendor nor any of its proposed State of California.
	its subcontractors subsequently are placed under suspension or government entity, or if Vendors or any of its subcontractors nia taxes, our Proposal will be disqualified.
Signature	
Printed Name	
Title	

Must be included in final RFP submittal.

Date

"EXHIBIT F" PARTICIPATION CI	CI AUSF	CI	N	TIO	١Т	ΣΔ	Ш	ľ	Т	R	Δ	Р	F"	Т	XHIBI	"F
------------------------------	---------	----	---	-----	----	----	---	---	---	---	---	---	----	---	-------	----

It is hereby understood that other government entities, such as cities, counties, and special/school districts
may utilize this RFP response at their option for equipment or services at the RFP response price for a period
of days. Said entities shall have the option to participate in any award made because of this
solicitation. Any such piggy-back awards will be made independently by each agency, and the City of Rancho
Cucamonga is not an agent, partner or representative of these agencies and is not obligated or liable for any
action of debts that may arise out of such independently negotiated piggy-back procurement. Each public
agency shall accept sole responsibility of its own order placement and payments of the Vendors.
Successful Vendors will extend prices as proposed herein to other governmental agencies, please specify.
YES NO

Must be included in final RFP submittal.

City of Rancho Cucamonga Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

"EXHIBIT G" SIGNATURE OF AUTHORITY

The undersigned firm declares that he has carefully examined the specifications and read the above terms and conditions, and hereby proposes and agrees, if this RFP response is accepted, to furnish all material in accordance with the specifications and instructions, in the time and manner therein prescribed for the unit cost amounts set forth in the following RFP response.

THE VENDORS IN SUBMITTING THIS RFP RESPONSE MUST FILL IN THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY DEEM YOUR RFP RESPONSE AS NON-RESPONSIVE.

Company Name:	Address:
	(Street, Su. # City, State, Zip)
Telephone #:	
Fax #:	
E-mail address:	Web Address:
Authorized Representative: (print)	Title:
Signature:	Date:

Must be included in final RFP submittal.

Submittals Due: July 24, 2019 by 3:00 pm Page 41 of 43

City of Rancho Cucamonga

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services

"EXHIBIT H" REFERENCES WORKSHEET

The following References Worksheet must be complete, please do not mark "See Attached". This Exhibit must be complete and uploaded into the Planet Bid system under the applicable "Response Type" section. Provide a minimum of four (4) clients that are similar in size to the City of Rancho Cucamonga that your company has conducted comparable or like services. Preferred references should be government agencies and be a current customer within the past three (3) years. Please verify accuracy of contact information.

To be submitted as an attachment in the Planet Bid system under the "Response Type" section identified as "Exhibit H".

	Reference 1
Company Name	
Contact Name and Title	
Company Address	
Contact Telephone Number	
Contact Email	
Description of Comparative Services and Project Cost (please be specific)	
	Reference 2
Company Name	
Contact Name and Title	
Company Address	
Contact Telephone Number	
Contact Email	
Description of Comparative Services and Project Cost (please be specific)	

City of Rancho Cucamonga

Request for Proposals ("RFP") #19/20-007 for

Citywide Tree Maintenance Services

	Reference 3
Company Name	
Contact Name and Title	
Company Address	
Contact Telephone Number	
Contact Email	
Description of Comparative Services and	
Project Cost (please be specific)	
	Reference 4
Company Name	
Contact Name and Title	
Company Address	
Contact Telephone Number	
Contact Email	
Description of Comparative Services and Project Cost (please be specific)	



Addendum No. 001 Request for Proposal ("RFP") #19/20-007 For Citywide Tree Maintenance Services

June 27, 2019

Re: Questions/Answers/Clarifications

Ladies and Gentlemen:

This is Addendum No. 001 to Request for Proposal (RFP) #19/20-007 for Citywide Tree Maintenance Services. This Addendum will address questions and clarification requests as submitted by Vendors. Only those questions submitted in writing are being addressed and can be found in the below table.

The due date for RFP #19/20-007 is July 24, 2019 by 3:00 p.m.

If there are any questions regarding this Addendum, please contact me at (909) 774-2500.

Sincerely,

Ruth Cain, CPPB, Procurement Manager

City of Rancho Cucamonga

Procurement Division

	Question(s) / Clarification(s)	Answer(s) / Comment(s)
Î.	To what extent would a licensed C-31 contractor be needed for this contract? Can this service be subcontracted?	The C-31 is the minimum license required to be able to award this contract, along with all the other insurance and liability requirements outlined in the RFP. The C-27 would be the preferable license. The C-31 can't be a subcontractor.
2	What tree inventory system does the City currently utilize?	It is the City developed Inventory that uses Arc/GIS.
3	Is the contractor require to collect the inventory of the entire urban forest prior to starting tree maintenance? Or collect as the work is completed?	No. Collect only the work that is completed by the contractor.
4	Will the City mark the trees and/or sites prior tree removal or tree planting?	Yes
5	How much time is provided to the contractor to complete service requests provided each day?""	Service Requests will be scheduled with the Urban Forest Supervisor.
6	Will the contractor be required to incorporate any tree inventory data into the new inventory?	Yes
7	Will palm skinning be required as part of palm trimming? If so, how much is required?	No
8	For additional palm skinning, how will this be charged?	N/A
9	What size trees are typically planted in the City? What is the warranty required for tree planting?	15 gallon/1 year
10	If special equipment is required such as a crane or loader, how will this be charged?	These costs should be itemized in the RFP but should be included in your equipment rate.
11	Will there be a need for pesticide or fertilized treatment of trees?	There could be if the need arises.
12	Will Park trees be included in this contract?	Yes

Addendum No. 001 Page 2 of 4

13	What are the annual averages for trees pruned, removed, planted and emergency responses over the last 3 years?	Sorry, this information isn't available at this time.
14	To the best of your knowledge, please list the total quantity of trees for each size category within the City's urban forest?	Sorry, this information isn't available at this time.
15	On the Grid Pruning, 4.14 (a) Can you provide us with the estimated percentage" breakdown for the following categories: A: % Full Trim B: % Raising C: % Cleaning D: % Palms"	Can't because this will be a new trimming program for us.
16	4.14 (d) Can you provide us with an estimated" number of Service Request calls for a Full Trim that will be done during the first year of the contract?"	Sorry, this information isn't available at this time.
17	How many Service Request calls for a Full Trim, did the city have last fiscal year from July 1, 2018 to June 30, 2019?	Sorry, this information isn't available at this time.
18	Will the contractor be paid the Service Request prices for doing a Full Trim in the Grid areas that were already completed under the Grid prices during the fiscal year?	No, because if you must go back and perform a full trim after performing the grid trimming then it's obvious the proper trim was not performed during the grid trimming process.
19	Which area(s) will the Service Request for a Full Trim be done outside the Grid areas to be trimmed?	Anywhere within the city that was not assigned to the grid trimming schedule.
20	Will the city give the contractor a list of Service Request calls for a Full Trim at the end of each month?	Yes, but it could be sooner such as weekly or bi-weekly.
21	Can you give us the estimated quantity of trees to be done under the Service Request calls for a Full Trim each month?	No
22	How much time does the contractor have to complete the list of Service Request calls for a Full Trim each month?	Depends on the arrangements made with the Urban Forest Supervisor.
23	Can you please clarify what is expected in the Grid Pruning" price? This nomenclature has different meanings across various municipalities and organizations and can	What each tree needs to maintain good health, proper structure, proper clearance and minimizing wind loads in accordance with

Addendum No. 001 Page 3 of 4

	mean everything from a glorified "Crown Raising" to a "full Prune of the Canopy". What does the City of Rancho Cucamonga expect for their "Grid Pruning"? And alsoare there any recent examples of this type of pruning done to City satisfaction for viewing?"	ISA Standards and Ansi 133 approved trimming standards. Examples will be provided once the contract is awarded
24	For the record keeping portion, it says that contractor is to keep records and input into the City's Electronic inventory system. Can you explain further how that works? Does the contractor need to purchase additional software or items to be able to do this? Are we given City access to be able to input records? Or does the City handle this from written forms?	The contractor will record all the activity each day and input it to the city's inventory through an iPad or computer through city accessed website. City will provide access codes. City does not input the data from the contractor's daily worksheets or logs. This is the contractor's responsibility. Avoid production trimming at all times.
25	What is the projected term of the contract in years? Are prices expected to remain for a certain period or are CPI increases available yearly due to unknown potential increases in prevailing wages?	Initial 1 year with 6 additional renewal years for a total of 7 years.



Addendum No. 002 Request for Proposal ("RFP") #19/20-007 For Citywide Tree Maintenance Services

July 15, 2019

Re: Questions/Answers/Clarifications

Ladies and Gentlemen:

This is Addendum No. 002 to Request for Proposal (RFP) #19/20-007 for Citywide Tree Maintenance Services.

This Addendum is to make a correction to Addendum No. 001. The answer to Question #1 was partially incorrect.

Please correct to state the information in bold font,

To what extent would a licensed C-31 contractor be needed for this contract? Can this service be subcontracted?

The C-31 is the minimum license required to be able to award this contract, along with all other insurance and liability requirement outlined in the RFP. The C-27 would be the preferable license.

The C-31 can be a subcontractor.

The due date for RFP #19/20-007 is July 24, 2019 by 3:00 p.m.

Please do not hesitate to contact me should you have any questions regarding this Addendum, 909-774-2500.

Sincerely,

1

Ruth Cain, CPPB, Procurement Manager

City of Rancho Cucamonga

Procurement Division



REQUEST FOR PROPOSALS ("RFP") #19/20-007 FOR CITYWIDE TREE MAINTENANCE SERVICES

APPENDICES A - H

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

APPENDIX A - FAITHFUL PERFORMANCE BOND
KNOW ALL MEN BY THESE PRESENT: THAT as Principal, and, as Surety, are held and firmly bound unto the City of Rancho Cucamonga, hereinafter called City, in the fust and full amount of (Written) \$ (Figures) payment whereof we hereby bind ourselves, our heirs, executor's administrators, successors and
assigns, jointly and severally, firmly by these presents. Given under our hands and sealed with our seal thisday of, 20
The condition of the foregoing obligation is such that,
WHEREAS, the above-named principal is about to enter into a contract with the City, whereby said principal agrees to construct "CITYWIDE TREE MAINTENANCE SERIVCES" in accordance with the AGREEMENT dated, which said contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;
NOW, THEREFORE, if the said principal shall well and truly do and perform all things agreed by the principal in said contract to be done and performed, then this obligation is to be void; otherwise it will remain in full force and effect;
PROVIDED, that for value received the undersigned stipulate and agree that no amendment, change, extension of time, alteration or addition to said contract, or agreement, or of any feature or item or items of performance required therein or thereunder shall in any manner affect the obligations of the undersigned under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the City, change, extension of time, alteration or addition to said contract or agreement and of any feature or time of performance required therein or thereunder.
WITNESS our hands this day of, 20
By: Title:
Surety: By:

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. PLEASE ATTACH APPROPRIATE ACKNOWLEDGMENT FORMS (INDIVIDUAL, PARTNERSHIP, CORPORATION, ETC.).

__ Individual ___ Partnership ___ Corporation

___ Other, explain _____

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

APPENDIX B – PAYMENT BOND (LABOR and MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that: WHEREAS the <u>CITY OF RANCHO CUCAMONGA (</u> "City")
has awarded to(Name and address of Contractor) ("Principal"), a contract (the
"Contract") for the work described as follows: "CITYWIDE TREE MAINTENANCE SERVICES".
WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.
NOW THEREFORE, we, the undersigned Principal, and(Name and address of Surety("Surety") a duly admitted surety insurer under the laws of the State of
California, as Surety, are held and firmly bound unto City in the penal sum of (\$),
this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code to give a right of action to such persons or their assigns in any suit brought upon the bond. In case the suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

set forth below, the name of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:	
"Principal Signature"	"Surety Signature"
"Principal Signature"	"Surety Signature"
Ву:	Ву:
Ву:	Ву:
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

APPENDIX C – TREE PRUNING METHODS

REASONS FOR PRUNING

The goals set forth in pruning are to improve tree structure, reduce hazards; provide clearances, and increase light and air penetration.

PRUNING CUTS

- (a) Each cut should be made carefully, at the correct location, leaving a smooth surface with no jagged edges or torn bark.
- (b) When pruning lateral branches, the final cut should be made back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge. When removing a dead branch, the final cut should be made just outside the collar of living tissue. If the collar has grown along a branch stub, only the dead stub should be removed (Figure A1).
- (c) To prevent bark tearing, large limbs should be removed using the three-cut method. The first cut undercuts the limb one or two feet out from the parent branch or trunk. The second cut, made on the top, is positioned slightly farther out than the undercut. The third cut is to remove the stub (Figure A2).
- (d) When it is necessary to reduce the length of the parent branch or leader, it should be cut back to a lateral branch that is large enough to sustain itself and to assume apical dominance. The cut should bisect the angle between the branch bark ridge and an imaginary line perpendicular to the branch or stem being removed (Figure A3).

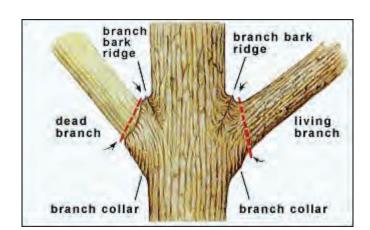


Figure A1 – Pruning lateral branches

Figure A2 – The three-cut method

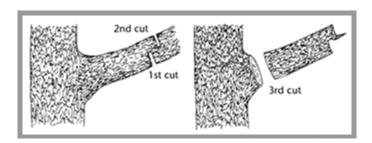
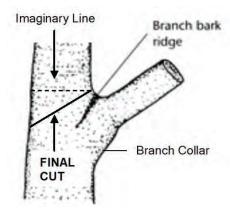


Figure A3 - Limb reduction



STRUCTURAL PRUNING OF YOUNG TREES

No more than 25 percent of the canopy should be removed in any one year.

- (a) Remove any broken, dead, dying, or damaged branches.
- (b) Select and establish a dominant leader. This should be the strongest vertical stem. Co-dominant stems should be subordinated (cut back) or removed (Figure A4).
- (c) Select and establish the lowest permanent branch.
- (d) Select and establish scaffold branches. These branches should be well attached, appropriate in size, and have proper vertical and radial spacing. The vertical spacing should be at least 18 inches for larger tree species and 12 inches for smaller species.
- (e) Select and subordinate temporary branches below the lowest permanent branch and among the scaffold branches. These branches should be maintained while the tree is young.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

(f) Figure A4 – Removal of a co-dominant stem



CO-DOMINANT STEMS

If two branches develop from apical buds at the tip of the stem, they will form co-dominant stems. This type of branch structure produces narrow angles at the point of attachment that leads to the formation of *included bark*. This is bark that becomes enclosed inside the crotch as the two branches grow and develop. Included bark weakens the branch attachment, making the tree more prone to failure. It is best if one co-dominant stem is removed when the tree is young. When faced with large co-dominant branches in older trees, these should be suppressed by reducing the length of the least vigorous limb, thus slowing its growth. The relative size of a branch in relation to the trunk is more important for strength of branch attachment than is the angle of attachment.

PRUNING MATURE TREES

No more than 25 percent of the canopy should be removed in any one year. Pruning cuts should be kept as small as possible. The various pruning techniques are as follows.

- (a) Crown Cleaning: Selective removal of dead, dying, diseased, broken, or weakly attached branches.
- (b) Crown Thinning: Includes crown cleaning as well as selective removal of branches to increase light and air penetration, reduce weight, and reduce wind-sail effect. The natural structure and shape of the tree should be preserved, and an even distribution of inner lateral branches should be maintained throughout the canopy. Care must be taken to avoid "lion tailing", which is created when excessive laterals are removed from a limb, leaving most of foliage at the end, thus causing a weight imbalance.
- (c) Crown Raise: The removal of lower branches to provide proper height clearances. It is imperative that the crown is not raised excessively. A properly raised tree should have a well-formed, tapered structure, which will be able to uniformly distribute stress; approximately one-half of the foliage should originate from branches on the lower two-thirds of the tree.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

- (d) Crown Reduction: Used to reduce the size of a tree. Limbs are cut back to their point of origin or to a lateral capable of sustaining the remaining limb and assuming apical dominance. When a branch is cut back to a lateral, no more than one-fourth of its foliage should be removed. The remaining lateral branch must be at least one-third the diameter of the branch removed, but this rule may vary with species, age, climate, and the condition of the tree. Consideration must also be given to the ability of the species to sustain this type of pruning.
- (e) Crown Restoration: Is the selective removal of water sprouts, and the removal of all stubs and dead limbs to improve a trees structure and form. This method of pruning is usually done because of storm damage or a previous topping. One to three vigorous sprouts on main branch stubs are selected to become permanent branches and to re-form a more natural-appearing crown. These sprouts may need to be subordinated to control apical growth and ensure adequate attachment for their size. Restoration usually requires several pruning jobs over several years.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

APPENDIX D – CITY CONTRACTOR WORK LIST

LOCATION		City of Rancho Cucamonga	PRUNING - VAF	PRUNING - VARIOUS LOCATIONS	JOB#	# 8	"contractor name"	r name"
1 1 2 2 2 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4		LOCATION					QUANTITY	NOTES
2 4 4 5 6 9 10 11 12 13 14 15 16 17 18 19 10 10 11 12 13 14 15 16 19 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 18 18 <t< th=""><th> _</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>	_							
11 1 1 1 1 1 1 1 1 1	2							
10 11 12 13 14 15 16 17 18 19 19 19 19 19 19 19 19 19 19 19 19 19	က							
5 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 10 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 19 10 11 12 13 14 15 16 17 18 18 10 11 12 13 14	4	1						
6 7 8 9 10 11 12 13 14 15 16 17 18 20	5							
10 10 11 12 13 14 15 16 17 18 19 20 21 22	9							
8 9 10 11 12 13 14 15 16 17 18 19 20	7							
10 11 12 13 14 15 16 17 18 19 20	ω							
10 11 12 13 14 15 16 17 18 19 20	တ	ŀ						
11 12 13 14 15 16 17 18 20	10	Ţ.						
12 13 14 15 16 17 18 19 20	11							
13 14 15 16 17 18 19 20	12							
14 15 16 17 18 19 20	13							
15 16 17 18 19 20	14	1						
16 17 18 19 20	15							
17 18 19 20	16							
18 19 20	17							
19 20	18							
20	19							
	20							

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H $\,$

APPENDIX E – CITY TREE INVENTORY SHEET

City of	City of Rancho Cucamonga		TREE INVENTORY					
RIGHT	ADDRESS	SITE	SPECIES	DBH	HEIGHT	HEIGHT SPREAD	REMARKS	Unit Cost
OF WAY								
Page							Total	0

APPENDIX F - SPECIFICATIONS FOR PROCURING CONTAINER GROWN LANDSCAPE TREES

PROPER IDENTIFICATION

All trees shall be true to name as ordered or shown on the planting plans and shall be labeled individually or in groups by species and cultivar (where appropriate).

COMPLIANCE

All trees shall comply with federal and state laws and regulations requiring inspection for plant disease, pests and weeds.

TREE CHARACTERISTICS AT THE TIME OF SALE OR DELIVERY

A. TREE HEALTH

- 1. Trees shall be healthy and vigorous; free of injury from biotic (insects, pathogens, nematodes, etc.) and abiotic agents (herbicide toxicity, salt injury, improper irrigation, etc.).
- 2. The size, color and appearance of the leaves shall be typical for the time of year and stage of growth of the species/cultivar; and shall not be stunted, misshapen, tattered, discolored (chlorotic or necrotic) or otherwise atypical.
- 3. The length and diameter of shoot growth throughout the crown shall be typical for the age and size of the species/cultivar.
- 4. Overall height and trunk diameter shall be typical for the age, species/cultivar and container size.

B. CROWN

Central Leader: The best quality shade trees, and most evergreen trees, have a dominant or central leader or trunk that extends up to the top of the canopy. Shade trees of lesser quality have two or more leaders or trunks, which compete against each other. Branches that have narrow angles of attachment and co-dominant stems tend to break at the point of attachment, especially when associated with included bark. Trees purchased from the nursery should have a single, relatively straight central leader and tapered trunk, free of co-dominant stems that compete with the central leader. The central leader should not have been headed. However, in cases where the original leader has been removed, an upright branch at least ½ (one-half) the diameter of the original leader just below the pruning point shall be present.

Request for Proposals ("RFP") #18/19-007 for Citywide Tree Maintenance Services Appendices A - H





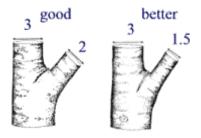
Co-dominant stems with Included Bark

Form: The form or shape of the crown shall be symmetrical, and typical for the species/cultivar. The crown shall not be significantly deformed by wind, pruning practices, pests or other factors.

Branch Spacing:

- 1. Branches shall be distributed radially around and vertically along the trunk, forming a generally symmetrical crown typical for the species/cultivar.
- 2. Branches shall be no larger than 2/3 (two thirds) the diameter of the trunk, measured 1" (one inch) above the branch.
- 3. The attachment of scaffold branches shall be free of included bark.

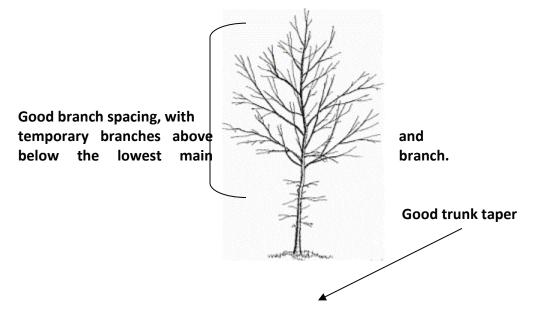
Branch Diameter: shall be no larger than 2/3 (two thirds) the diameter of the trunk, measured 1" (one inch) above the branch.



Temporary branches: Unless otherwise specified, small "temporary" branches should be present along the trunk below and above the lowest main (scaffold) branch, particularly for trees less than 1-1/2" (one and one-half inches) in trunk diameter. Temporary branches should be distributed around and vertically

Request for Proposals ("RFP") #18/19-007 for Citywide Tree Maintenance Services Appendices A - H

along the trunk and should be no greater than 3/8" (three-eighths inch) in diameter and no greater than ½ (one-half) the diameter of the trunk at the point of attachment. Heading of temporary branches is usually necessary to limit their growth.



C. TRUNK

- 1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
- 2. The trunk shall be free of wounds (except properly-made pruning cuts), sunburned areas, conks (fungal fruiting-bodies), wood cracks, bleeding areas, signs of boring insects, galls, cankers and/or lesions.
- 3. Trunk diameter shall be within the range shown in the table below and shall be taken 6" (inches) above soil surface.

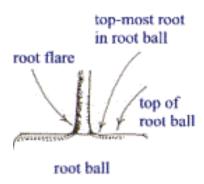
Container Size	Trunk Diameter (inches)
5 gallons	0.5 to 0.75
15 gallons	0.75 to 1.5
24-inch box	1.5 to 2.5

D. ROOTS

The trunk, root collar (root crown) and large roots shall be free of circling and/or kinked roots.
 Soil removal near the root collar may be necessary to verify that circling and/or kinked roots are not present.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

- 2. The tree shall be well rooted in the container. When the container is removed, the root ball shall remain intact, and when the tree is lifted, the trunk and the root system shall move as one.
- 3. The upper-most roots or root collar shall be within 1" (one inch) above or below the soil surface. The soil level should be within 2' (two inches) of the top of the container (see table below).



Container Size	Soil Level from Top of Container (inches)
5 gallons	1.25 to 2
15 gallons	1.75 to 2.75
24-inch box	2.25 to 3

- 4. The root ball periphery should be free of large circling and bottom-matted roots. The acceptable diameter of circling peripheral roots depends on species and size of root ball.
- 5. On grafted or budded trees, there shall be no suckers from the root stock.

E. MOISTURE STATUS

At time of inspection and delivery, the root ball shall be moist throughout, and the tree crown shall show no signs of moisture stress, as indicated by wilt. Roots shall show no signs of being subjected to excess soil moisture conditions, as indicated by root discoloration, distortion, death, or foul odor.

INSPECTION

The City of Rancho Cucamonga reserves the right to reject trees that do not meet specifications as set forth in these guidelines.

DELIVERY

Delivery shall be made at the agreed-upon date and time. The vendor shall notify the City, as soon as possible, of any delivery which becomes delayed due to extenuating circumstances.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

GLOSSARY

Co-dominant - Two or more vigorous and upright branches of relatively equal size that originate from a common point, usually where the leader has been lost or removed.

Crown - The aboveground part of the tree including the trunk.

Cultivar - A named plant selection from which identical or nearly identical plants can be produced, usually by vegetative propagation or cloning.

Girdling root - A root that partially or entirely encircles the trunk and/or buttress roots, which could restrict growth and downward movement of photosynthate and/or water and nutrients up.

Included bark - Bark embedded within the crotch between a branch and the trunk or between two or more stems that prevents the formation of a normal branch bark ridge. This often occurs in branches with narrow-angled attachments or branches resulting from the loss of the leader. Such attachments are weak and subject to splitting.

Kinked root – Is a primary root, which is sharply bent, causing a restriction to water, nutrient, and photosynthate movement. Kinked roots may compromise the structural stability of roots systems.

Leader - The dominant stem which usually develops into the main trunk.

Photosynthate - Pertains to sugar and other carbohydrates that are produced by the foliage during photosynthesis, an energy trapping process.

Root collar - The flared area at the base of a tree where the roots and trunk merge; also referred to as the "root crown" or "root flare".

Shall - Used to denote a practice that is mandatory.

Should - Used to denote a practice that is recommended.

Scaffold branches - Large, main branches that form the main structure of the tree.

Temporary branch - A small branch that is retained temporarily along the trunk of young trees. Temporary branches provide photosynthate to increase trunk caliper and taper and help protect it from sunburn damage and mechanical injury. Such branches should be kept small and gradually removed as the trunk develops.

Trunk - The main stem or axis of a tree that is supported and nourished by the roots and to which branches are attached.

Request for Proposals ("RFP") #19/20-007 for Citywide Tree Maintenance Services Appendices A - H

APPENDIX G – STORMWATER BEST MANAGEMENT PRACTICES

Landscape Maintenance



Objectives

- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Description

Landscape maintenance activities include vegetation removal; herbicide and insecticide application; fertilizer application; watering; and other gardening and lawn care practices.

Vegetation control typically involves a combination of chemical (herbicide) application and mechanical methods. All of these maintenance practices have the potential to contribute pollutants to the storm drain system. The major objectives of this BMP are to minimize the discharge of pesticides, herbicides and fertilizers to the storm drain system and receiving waters; prevent the disposal of landscape waste into the storm drain system by collecting and properly disposing of clippings and cuttings, and educating employees and the public.

Approach

Pollution Prevention

- Implement an integrated pest management (IPM) program.
 IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Consider alternative landscaping techniques such as naturescaping and xeriscaping.
- Conduct appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) to help preserve the landscapes water efficiency.



Landscape Maintenance

 Consider grass cycling (grass cycling is the natural recycling of grass by leaving the clippings on the lawn when mowing. Grass clippings decompose quickly and release valuable nutrients back into the lawn).

Suggested Protocols

Mowing, Trimming, and Weeding

- Whenever possible use mechanical methods of vegetation removal (e.g mowing with tractortype or push mowers, hand cutting with gas or electric powered weed trimmers) rather than applying herbicides. Use hand weeding where practical.
- Avoid loosening the soil when conducting mechanical or manual weed control, this could lead to erosion. Use mulch or other erosion control measures when soils are exposed.
- Performing mowing at optimal times. Mowing should not be performed if significant rain events are predicted.
- Mulching mowers may be recommended for certain flat areas. Other techniques may be employed to minimize mowing such as selective vegetative planting using low maintenance grasses and shrubs.
- Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this fact sheet).
- Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- Determine existing native vegetation features (location, species, size, function, importance) and consider the feasibility of protecting them. Consider elements such as their effect on drainage and erosion, hardiness, maintenance requirements, and possible conflicts between preserving vegetation and the resulting maintenance needs.
- Retain and/or plant selected native vegetation whose features are determined to be beneficial, where feasible. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting new vegetation.
- Consider using low water use groundcovers when planting or replanting.

Waste Management

- Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do
 not dispose of collected vegetation into waterways or storm drainage systems.
- Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.

 Avoid landscape wastes in and around storm drain inlets by either using bagging equipment or by manually picking up the material.

Irrigation

- Where practical, use automatic timers to minimize runoff.
- Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- Ensure that there is no runoff from the landscaped area(s) if re-claimed water is used for irrigation.
- If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
- Irrigate slowly or pulse irrigate to prevent runoff and then only irrigate as much as is needed.
- Apply water at rates that do not exceed the infiltration rate of the soil.

Fertilizer and Pesticide Management

- Utilize a comprehensive management system that incorporates integrated pest management (IPM) techniques. There are many methods and types of IPM, including the following:
 - Mulching can be used to prevent weeds where turf is absent, fencing installed to keep rodents out, and netting used to keep birds and insects away from leaves and fruit.
 - Visible insects can be removed by hand (with gloves or tweezers) and placed in soapy water or vegetable oil. Alternatively, insects can be sprayed off the plant with water or in some cases vacuumed off of larger plants.
 - Store-bought traps, such as species-specific, pheromone-based traps or colored sticky cards, can be used.
 - Slugs can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
 - In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
 - Small mammals and birds can be excluded using fences, netting, tree trunk guards.
 - Beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seed head weevils, and spiders that prey on detrimental pest species can be promoted.
- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.

Landscape Maintenance

- Use pesticides only if there is an actual pest problem (not on a regular preventative schedule).
- Do not use pesticides if rain is expected. Apply pesticides only when wind speeds are low (less than 5 mph).
- Do not mix or prepare pesticides for application near storm drains.
- Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.
- Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- Periodically test soils for determining proper fertilizer use.
- Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- Dispose of empty pesticide containers according to the instructions on the container label.

Inspection

- Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
- Inspect pesticide/fertilizer equipment and transportation vehicles daily.

Training

- Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution. Pesticide application must be under the supervision of a California qualified pesticide applicator.
- Train/encourage municipal maintenance crews to use IPM techniques for managing public green areas.
- Annually train employees within departments responsible for pesticide application on the appropriate portions of the agency's IPM Policy, SOPs, and BMPs, and the latest IPM techniques.

- Employees who are not authorized and trained to apply pesticides should be periodically (at least annually) informed that they cannot use over-the-counter pesticides in or around the workplace.
- Use a training log or similar method to document training.

Spill Response and Prevention

- Refer to SC-11, Spill Prevention, Control & Cleanup
- Have spill cleanup materials readily available and in a know in location
- Cleanup spills immediately and use dry methods if possible.
- Properly dispose of spill cleanup material.

Other Considerations

- The Federal Pesticide, Fungicide, and Rodenticide Act and California Title 3, Division 6, Pesticides and Pest Control Operations place strict controls over pesticide application and handling and specify training, annual refresher, and testing requirements. The regulations generally cover: a list of approved pesticides and selected uses, updated regularly; general application information; equipment use and maintenance procedures; and record keeping. The California Department of Pesticide Regulations and the County Agricultural Commission coordinate and maintain the licensing and certification programs. All public agency employees who apply pesticides and herbicides in "agricultural use" areas such as parks, golf courses, rights-of-way and recreation areas should be properly certified in accordance with state regulations. Contracts for landscape maintenance should include similar requirements.
- All employees who handle pesticides should be familiar with the most recent material safety data sheet (MSDS) files.
- Municipalities do not have the authority to regulate the use of pesticides by school districts, however the California Healthy Schools Act of 2000 (AB 2260) has imposed requirements on California school districts regarding pesticide use in schools. Posting of notification prior to the application of pesticides is now required, and IPM is stated as the preferred approach to pest management in schools.

Requirements

Costs

Additional training of municipal employees will be required to address IPM techniques and BMPs. IPM methods will likely increase labor cost for pest control which may be offset by lower chemical costs.

Maintenance

Not applicable

Landscape Maintenance

Supplemental Information Further Detail of the BMP

Waste Management

Composting is one of the better disposal alternatives if locally available. Most municipalities either have or are planning yard waste composting facilities as a means of reducing the amount of waste going to the landfill. Lawn clippings from municipal maintenance programs as well as private sources would probably be compatible with most composting facilities

Contractors and Other Pesticide Users

Municipal agencies should develop and implement a process to ensure that any contractor employed to conduct pest control and pesticide application on municipal property engages in pest control methods consistent with the IPM Policy adopted by the agency. Specifically, municipalities should require contractors to follow the agency's IPM policy, SOPs, and BMPs; provide evidence to the agency of having received training on current IPM techniques when feasible; provide documentation of pesticide use on agency property to the agency in a timely manner.

References and Resources

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: http://dnr.metrokc.gov/wlr/dss/spcm.htm

Los Angeles County Stormwater Quality Model Programs. Public Agency Activities http://ladpw.org/wmd/npdes/model links.cfm

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Orange County Stormwater Program http://www.ocwatersheds.com/StormWater/swp introduction.asp

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.

United States Environmental Protection Agency (USEPA). 2002. Pollution Prevention/Good Housekeeping for Municipal Operations Landscaping and Lawn Care. Office of Water. Office of Wastewater Management. On-line: http://www.epa.gov/npdes/menuofbmps/poll-8.htm

