

REQUEST FOR PROPOSAL



TREE TRIMMING AND TREE MAINTENANCE SERVICES	Approved by: Mark Persico	Spec. No. 61-007
	Assistant City Manager	Effective Date 04.27.2020

1. GENERAL:

The City of West Covina (City) is seeking proposals from qualified vendors to provide Tree Trimming and Tree Maintenance Services.

2. RFP SCHEDULE:

- RFP release: April 27, 2020
- Virtual Pre-Proposal Meeting: May 7, 2020 at 2:00 p.m. (Non-Mandatory). Please RSVP thru Planetbids by clicking on RSVP button under Bid Information tab, and input contact information including email address 48 hours prior to the non-mandatory pre-bid meeting. An email including conference call in number will be sent following RSVP thru Planetbids.
- Questions due: no later than 2:00 p.m. on May 8, 2020
- Proposals due on PlanetBids: no later than 2:00 p.m. on May 19, 2020
- Council Approval (Tentative Date): June 2, 2020
(City Council agenda items are posted on www.westcovina.org/agenda on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39468> no later than **2:00 p.m. May 19, 2020**. Submissions received after this deadline will be rejected. Submissions by facsimile or hardcopy via mail/in-person delivery will not be accepted.

Please clearly identify the proposal cover sheet: **"Tree Trimming and Tree Maintenance Services"**

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES:

All questions regarding the specifications in this RFP are required to be submitted online through Planetbids before **2:00 p.m. May 8, 2020**. Responses will be posted on the City's Planet Bids site. Proposers submitting such requests are responsible for their timely

delivery. City will interpret or correct the Contract Documents only by a written Addendum, and such Addendum will be posted to PlanetBids. Proposers are not to directly contact City personnel with any questions or clarifications concerning this bid other than through PlanetBids.

5. CONTRACT PERIOD:

The term of the agreement shall be for two (2) years, with the City having the option to extend under the same terms and conditions for a maximum of one (1) two (2) year extension.

6. BACKGROUND:

The City has a population of 109,285 and covers approximately 16 square miles in area. It is a largely residential city that has a large commercial section along the Interstate 10 corridor. The City is a full service, general law city that operates under the Council-City Manager form of government, and provides a full range of municipal services including police and fire services as well as street maintenance and repair, building and engineering, planning and parks and recreational activities. The City offers sixteen parks, four community centers, a Sports Complex and a County operated library. The City consists of 9 departments.

7. SCOPE OF SERVICE:

7.1. WORK DESCRIPTION

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 City Engineer, or his designated representative, shall be the sole judge as to the adequacy and quality of the tree maintenance.

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

Contractor will perform complete prunes on approximately 5,000 city trees in the grid each year over a five year period.

Contractor will perform complete prunes on approximately 2,000 palm trees each year over a two year period.

Contractor will perform complete prunes on approximately 7,000 city trees over 5 year trim cycle in Landscape Maintenance Districts ("LMD"). This would equal to approx 1,400 trees each year.

Complete pruning includes: raising the canopy height for building and right of way clearance, eliminating deadwood, crossing branches, and other safety concerns; shaping and thinning for the health of the tree and for aesthetics.

The number of trees indicated here are estimates to date based on the city's tree inventory system. The exact number of trees to be pruned at any one time will be determined when specific addresses and locations are provided.

Contractor is to provide all labor and equipment necessary to perform pruning operations as described in this contract.

All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree, following procedures of current industry standards, or as instructed by the City. All major pest problems shall be reported to the City Contract Supervisor within 24 hours from the initial identification via email.

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.

7.2. CERTIFICATION & CONTRACTOR'S LICENSE

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) 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.

7.3. 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 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.

7.4. 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.

7.5. 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 West Covina, 1444 W Garvey S, West Covina, 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 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.

7.6. 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 apprenticeship 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 apprenticeship 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.

7.7. COMMUNICATIONS

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.

7.8. PARKING OF CONTRACTOR'S VEHICLES

No overnight parking of vehicles will be permitted on City streets. 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 West Covina Municipal Code requirements shall be adhered to when parking and storing vehicles on owned, leased or rented property within the City.

7.9. NON-RESPONSIVENESS OF CONTRACTOR

Failure of the Contractor or the supervisors to respond immediately (within 1 hour) to the telephone notification by the Public Services Department Representative of an emergency condition, or failure of the Contractor to respond within two days of written notification by the Public Services Department Representative, shall give the Public Services Department Representative 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.

7.10. 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 Services Department Representative 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 West Covina, 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 Services Department Representative. It is also unacceptable for the Contractor to carry out inspections, bid proposals and work estimates that are not associated with the City of West Covina, without permission from

the Public Services Department Representative.

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

7.12. 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 multitrunk 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.

7.13. ESTIMATED QUANTITIES

The quantities listed on the Fee Proposal section 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.

7.14. WORK LISTS

- a) **Grid Pruning** - The Public Services Department Representative 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 D); 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 7.12(C).
- b) **Removals and Plantings** - The Public Services Department Representative 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 Services Department Representative 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 Services Department Representative. Also, daily, or as required, the Contractor or his supervisor may walk the project with the Public Services Department Representative for determining compliance with the specifications or to discuss required work. Any tree(s), which in the opinion of the Public Services Department Representative 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.

7.15. 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 List (Appendix E). The Tree Inventory along with the list of trees pruned/removed shall be given to the Public Services Department Representative monthly. 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) **Species** – Including hybrids, varieties and cultivars.

- d) **Diameter at Breast Height (DBH)** – The measurement of the trunk diameter at 4.5 feet from the base, as described in section 7.12(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

7.16. 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.

7.17. WORK SITES

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

7.18. DELETIONS

At the Public Services Department Representative'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.

7.19. CREW RENTAL

The standard crew is three (3) men, one (1) chipper truck, one (1) chipper 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.

7.20. 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 Services Department Representative 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 Services Department Representative 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 Services Department Representative 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.

7.21. 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 Services Department Representative.
- 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 West Covina Police Dept.

7.22. PRESERVATION OF PROPERTY

- 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 Services Department Representative. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Services Department Representative. 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 Services Department Representative, using the latest Council of Tree and Landscape Appraisers – Guide for Plant Appraisal.

7.23. 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.

7.24. 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 Services Department Representative.

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 Services Department Representative shall be the sole judge as to the adequacy and quality of maintenance.

7.25. 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.

7.26. 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.

7.27. 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 G)

7.28. 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.

7.29. 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.

7.30. 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.

7.31. 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.

7.32. PRUNING – GENERAL REQUIREMENTS

- a) Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture (Appendix C).
- b) The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Services Department Representative, 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 Services Department Representative, 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 C).
- 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 C).
- 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 device that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.

- l) 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 Services Department Representative 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.

7.33. PRUNING – WORK TYPE DESCRIPTIONS

The following four work type descriptions may be assigned to the Contractor. All general requirements for pruning 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 7.12(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 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 7.25 to avoid possible tree-to-tree transmission of the disease *Fusarium oxysporum*.

7.34. SELECTIVE PRUNING

When performing any of the four pruning work types, mentioned in section 7.31, 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.

7.35. 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 Services Department Representative 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 regarding the trees(s) to be removed, the Public Services Department Representative 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 Services Department Representative.

- 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.

7.36. 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 F).
- b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The standard plan for tree planting, as per Standard Plans for Public Works Construction (SPPWC), Std. Plan No 518-3, Sheet 2, shall be followed (Appendix H).
- c) The Contractor shall follow the requirements in section 7.11, 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.
- 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.

7.37. 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 Services Department Representative. All the standards shall be followed.

7.38. 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.

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.

7.39. 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.

7.40. 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 Services Department Representative, older trees will be included on a watering schedule.

7.41. 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.

7.42. 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.

8. PROPOSAL FORMAT:

1. Presentation

Proposals shall be typed and electronically submitted on 8 1/2" x 11" size paper. Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposals should be brief, clear and concise.

2. Letter of Transmittal

A Letter of Transmittal shall be addressed to Mark Persico, Assistant City Manager, and must, at a minimum, contain the following information:

- a. Identification of Offeror who will have contractual responsibility with the City of West Covina. Identification shall include legal name of company, corporate address, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
- b. Proposed working relationship between Offeror and sub-consultants, if applicable.
- c. Acknowledgment of receipt of all addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of the official authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work shown in Section III; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; track record of meeting schedules and supportive client references.

The Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.

- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Offeror's ability to provide these services.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to the City.
- (4) Describe specialized training, experience, professional competence, and certifications in the area directly related to this RFP.
- (5) Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
- (6) Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

b. Proposed Team

This section of the proposal shall establish the method that will be used by the Offeror to provide requested services as well as identify key personnel assigned.

The Offeror shall:

- (1) Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- (2) Furnish brief resumes (two pages maximum per resume) for the key personnel (including sub-consultants).
- (3) Include a statement that key personnel will be available to the extent proposed for the duration of the required services acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of West Covina.

c. Detailed Work Plan

The Offeror shall provide a narrative addressing the Scope of Services and demonstrating the Offeror's understanding of the City of West Covina's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified

in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.

- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

d. Exceptions/Deviations

State any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Offeror wishes to propose alternative approaches to meeting the City of West Covina's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Attachment C, "Professional Services Agreement."

e. Fee Proposal

Provide a Not-to-Exceed Fee Proposal to perform services in Section 7, including a schedule of hourly rates that will be charged to provide these services. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

Fee Proposal schedule shall be in the following format:

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
	Grid Pruning				
1	Flat rate price per tree to prune city trees in the grid. 5,000 ea per year over a five year period.	5,000	EA	\$_____	\$_____
2	Flat rate price per tree to prune palm trees in the grid. 2,000 ea per year over a two year period.	2,000	EA	\$_____	\$_____
3	Flat rate price per tree to prune city trees in Landscape Maintenance Districts ("LMD"). 1,400 ea per year over a five year period.	1,400	EA	\$_____	\$_____
	SUBTOTAL (not to exceed annual cost)				\$_____
	Full Prune per Service Request				
4	0"-12" Diameter Standard Height		EA	\$_____	\$_____
5	13"-18" Diameter Standard Height		EA	\$_____	\$_____
6	19"-24" Diameter Standard Height		EA	\$_____	\$_____
7	25"-30" Diameter Standard Height		EA	\$_____	\$_____
8	31"-36" Diameter Standard Height		EA	\$_____	\$_____
9	36"+ Diameter Standard Height		EA	\$_____	\$_____
	Crown Raise per Service Request – Hardwood Tree				
10	0"-12" Diameter Standard Height		EA	\$_____	\$_____
11	13"-18" Diameter Standard Height		EA	\$_____	\$_____
12	19"-24" Diameter Standard Height		EA	\$_____	\$_____
13	25"-30" Diameter Standard Height		EA	\$_____	\$_____
14	31"-36" Diameter Standard Height		EA	\$_____	\$_____
15	36"+ Diameter Standard Height		EA	\$_____	\$_____
	Crown Cleaning per Service Request – Hardwood Tree				
16	0"-12" Diameter Standard Height		EA	\$_____	\$_____
17	13"-18" Diameter Standard Height		EA	\$_____	\$_____
18	19"-24" Diameter Standard Height		EA	\$_____	\$_____
19	25"-30" Diameter Standard Height		EA	\$_____	\$_____
20	31"-36" Diameter Standard Height		EA	\$_____	\$_____
21	36"+ Diameter Standard Height		EA	\$_____	\$_____

	Crown Reduction per Service Request – Hardwood Tree			
22	0"-12" Diameter Standard Height	EA	\$_____	\$_____
23	13"-18" Diameter Standard Height	EA	\$_____	\$_____
24	19"-24" Diameter Standard Height	EA	\$_____	\$_____
25	25"-30" Diameter Standard Height	EA	\$_____	\$_____
26	31"-36" Diameter Standard Height	EA	\$_____	\$_____
27	36"+ Diameter Standard Height	EA	\$_____	\$_____
	Palm Pruning			
28	Prune Date Palm (Phoenix spp.)	EA	\$_____	\$_____
29	Clean Trunk for Date Palm (Phoenix spp.)	EA	\$_____	\$_____
30	Prune Fan Palm (Washingtonia spp.)	EA	\$_____	\$_____
31	Clean Trunk for Fan Palm (Washingtonia spp.)	EA	\$_____	\$_____
32	Prune all other Palm Species	EA	\$_____	\$_____
	Tree and Stump Removal			
33	0"-12" Diameter Standard Height	EA	\$_____	\$_____
34	13"-18" Diameter Standard Height	EA	\$_____	\$_____
35	19"-24" Diameter Standard Height	EA	\$_____	\$_____
36	25"-30" Diameter Standard Height	EA	\$_____	\$_____
37	31"-36" Diameter Standard Height	EA	\$_____	\$_____
38	36"+ Diameter Standard Height	EA	\$_____	\$_____
	Tree Removal Only. No Stump Removal.			
39	0"-12" Diameter Standard Height	EA	\$_____	\$_____
40	13"-18" Diameter Standard Height	EA	\$_____	\$_____
41	19"-24" Diameter Standard Height	EA	\$_____	\$_____
42	25"-30" Diameter Standard Height	EA	\$_____	\$_____
43	31"-36" Diameter Standard Height	EA	\$_____	\$_____
44	36"+ Diameter Standard Height	EA	\$_____	\$_____
	Stump Removal			
45	Stump Removal per Stump Diameter Inch at Grade	INCH	\$_____	\$_____

	Tree Planting and Staking	EA	\$ _____	\$ _____
46	15 Gallon (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ _____	\$ _____
47	24 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ _____	\$ _____
48	36 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ _____	\$ _____
	General Labor Rates			
49	Hourly Rate for 1 Ground-person	HR	\$ _____	\$ _____
50	Hourly Rate for 1 Equipment Operator	HR	\$ _____	\$ _____
51	Hourly Rate for 1 Trimmer	HR	\$ _____	\$ _____
	Day Rate			
52	Day Rate Service Crew	DAY	\$ _____	\$ _____
53	Specialty Equipment Day Rate	DAY	\$ _____	\$ _____
	Emergency Services			
54	During normal business hours	HR	\$ _____	\$ _____
55	After hours, weekends and/or holidays	HR	\$ _____	\$ _____
	General Arborist Services			
56	Arborist Reports	HR	\$ _____	\$ _____
57	Level 1, 2, and 3 Risk Assessments	HR	\$ _____	\$ _____

9. CAMPAIGN CONTRIBUTIONS:

- 9.1 Applicants and proposers for city contracts with a total anticipated or actual value of \$30,000 or more, except for public works contracts required to be competitively bid, and related persons, are prohibited from making campaign contributions to any individual holding City elective office.

In addition, no person acting as a subcontractor for a city contract, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars (\$15,000.00) or more. Please see West Covina Municipal Code section 2-405.50

- 9.2 If a subcontractor is utilized for any part of the proposal then a completed Subcontractor Campaign Contributions Acknowledgement Form (Attachment D) is required to be returned with proposal.

10. TERMS AND CONDITIONS:

10.1. SIGNED SUBMISSION OF PROPOSALS

The Consultant must sign the submission of proposals in longhand with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the partner signing; submission of proposals by corporations must be signed with legal name of the corporation by president and secretary, or other person(s) authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 WITHDRAWAL OF SUBMISSION OF PROPOSALS

Any service provider may withdraw his submission of proposals on PlanetBids at any time prior to the time set for the proposals opening. Service providers may not withdraw their proposals after the proposals are due.

10.4 ADDENDUM TO THE RFP

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be posted on PlanetBids. All addenda issued during the time of bidding will be incorporated into any resulting contract.

10.5 LETTERS OF OBJECTION

Any Proposer believing that any part of the RFP, including the specifications and/or the evaluation procedures, is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the evaluation process must submit a letter prior to the scheduled opening date specified in this RFP. The letter shall be submitted to the City's Purchasing Manager clearly stating the specific objection and the areas of concern to the Proposer and including a proposed method for resolution of such objections. Proposers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered. The City, upon timely receipt of any such letter of objection, shall consider the Proposer's objection and, when in the opinion of the City, a modification of the RFP shall serve the best interest of the City, revisions to the RFP, in the form of a written addendum shall be issued to all Proposers.

10.6 REJECTION OF SUBMISSION OF PROPOSALS

- 10.6.1 The RFP does not commit the City to award any contract.
- 10.6.2 The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal.
- 10.6.3 Any proposal which contains items not specified, items which are incorrect, which does not complete all the items scheduled, or does not respond to items in the manner specified in this RFP, and proposals received by telephone, facsimile or telegraph, may be considered non responsive and may be rejected on these bases in the sole discretion of the City.
- 10.6.4 Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.
- 10.6.5 Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City, or that no proposal was deemed acceptable.

10.7 PUBLIC INFORMATION

- 10.7.1 The proposals may be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or

confidential. The City Clerk will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

- 10.7.2 Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror’s organization and data that qualifies as a trade secret. The cost of services proposed shall not be designated as proprietary or confidential information.
- 10.7.3 If a request is received for disclosure of data for which a Proposer has made a written request for confidentiality, the City Clerk shall examine the Proposer’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10.8. PROPOSAL VALIDITY PERIOD

Submission of the proposal will indicate that the pricing, terms and conditions stated in the Vendor's response remain valid for 90 days from the date of submittal of the proposal to the City.

10.9 NEWS RELEASES

- 10.9.1 The Contractor shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without prior written approval of the City of West Covina Finance Director.
- 10.9.2 In addition, the successful service provider must agree not to release any advertising copy mentioning the City or quoting the opinion of any City employee without written approval by the City.

10.10 AWARD OF CONTRACT

- 10.10.1 Award of any contract arising from any proposal submitted as a result of this RFP may require approval by the West Covina City Council as presented by City Ordinances and Codes. City Council agendas are posted on www.westcovina.org/agenda on the Wednesday prior to the first and third Tuesdays each month.

- 10.10.2 The City's standard terms and conditions shall govern any contract awarded. If, after award of contract, Proposer provides additional terms or conditions, such terms or conditions shall be void.
- 10.10.3 The City reserves the right to award a contract for services described in this RFP in part or in whole to a single bidder or to multiple bidders; whichever may be deemed in the best interest of the City.
- 10.10.4 The award will be made in writing to the responsible bidder whose proposal is determined to be the most advantageous for the City, taking into account all the evaluation criteria set forth in this RFP.

10.11 SUPPLIER SELECTION

Proposals will be evaluated to determine the consultant or firm best suited to complete the project based on qualifications, experience and pricing including: Qualifications and experience as provided in a resume or statement of qualifications; Ability to effectively communicate and conduct presentations; Cost of annual contract; Reference checks. All Proposers should identify or affirm each of the following requirements:

- 10.11.1 Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
- 10.11.2 Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.
- 10.11.3 Have the administrative and fiscal capability to provide and manage the proposed services.

10.12 CONFLICT OF INTEREST

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential Consultants.

- 10.12.1 The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible service provider and preventing him/her from bidding.
- 10.12.2 Proposer must not have contributed to the campaigns of any local official serving West Covina over the twelve months preceding the issuance of the RFP.

10.13 PERMITS AND LICENSES

The successful service provider and all of his/her employees or agents shall secure and maintain in force such licenses and permits as are required by law, including a City Business License.

10.14 ASSIGNMENT

The contractor shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the governing board for the City.

10.15 INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the proposer named in any contract entered into by the City is acting as an independent contractor and not as an agent or employee of the City.

10.16 REFERENCES

The Proposer/Contractor shall submit with his/her proposal a list of at least **three (3)** clients using the same service being proposed, with names, addresses, and telephone numbers. A survey of references will be made to determine, among other things, the supplier's success in meeting the needs of the contracting agency in a timely manner.

10.17 AGREEMENT TO CONDITIONS AND ADDITIONAL REQUIREMENTS

Proposals submitted without comment to the specified terms and conditions are deemed to agree with those conditions. Proposers acknowledge that due to the type of service requested a formal contract may be required. **The attached "Statement of Non-Collusion by Contractor" (Attachment A) form must be filled out and returned with the proposal.** The City reserves the right to reject any or all proposals.

10.18 CANCELLATION

The City may terminate its agreement with the supplier at any time by giving at least 30 days' notice in writing. If the City terminates the agreement, the supplier will be paid for the time provided and expenses incurred up to the termination date. The City shall assume no additional liability.

10.19 ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an Agreement for Services may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the firm and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10.20 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other local and State agencies. Bidders shall indicate in their proposal whether they shall extend pricing and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

11. **INSURANCE:**

Insurance requirements are included in the attached Professional Services Agreement.

12. **ATTACHED FORMS:**

- 12.1 Attachment A: Statement of Non Collusion by Contractor
- 12.2 Attachment B: Fee Schedule
- 12.3 Attachment C: Professional Services Agreement
- 12.4 Attachment D: Subcontractor Campaign Contribution Acknowledgement Form
- 12.5 Attachment E: Appendices



Attachment A

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], ____[state].”

Firm _____ (Signature)

Street _____ (Print Name & Title)

City _____ State _____ Zip _____

Attachment B

Fee Schedule

Attachment C
Professional Services Agreement
(Draft)

DRAFT
CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH

FOR

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between the CITY OF WEST COVINA, a municipal corporation (“City”), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide tree trimming services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, Consultant responded to the City’s Request for Proposals dated April 27, 2020, incorporated via this reference as if fully set forth herein, and Consultant’s response to the Request for Proposals was a material inducement to the City ultimately entering into this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit “A,” incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound

professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of \$25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of one (1) two (2) year term. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or

rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Email: _____
Attn: _____

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790

Tel: _____
Email: _____
Attn: _____

6.5 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees.

6.6 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7 Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8 Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9 Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the

services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security

awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

David N. Carmany
City Manager

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

2 signatures from Consultant might be required.

Note: If Consultant is a Corporation, then two signatures are required. The first signature is to be by the chair of the board, the president or vice president. The second signature is to be by a corporate secretary, assistant secretary, chief financial officer, or any assistant treasurer. (A person can hold more than one corporate office – that person can sign the agreement twice if both capacities are identified.

If Consultant is a Limited Liability Company (LLC), that is managed by members, then the first signature must be by any member, and unless required in the governing documents, no second signature is required. If it is managed by a manager, the first signature must be by a manager, and the second signature by a second manager (unless articles of organization state there is only one manager.

If Consultant is a partnership or LLP, the first signature is by a partner (unless partnership rules state otherwise), and second signature is not required (unless partnership rules state otherwise).

Signature

Date: _____

Name and Title

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Helen Tran
Human Resources and Risk Management
Director

Date: _____



Attachment D

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of \$15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of \$30,000 or more.

By my signature below I certify that as a subcontractor I reviewed and am in compliance with the City of West Covina Municipal Code section **2-405.50**, in reference to campaign contributions to any individual holding City elective office.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

Attachment E

Appendices

- Appendix A – Faithful Performance Bond
- Appendix B – Payment Bond (Labor and Materials)
- Appendix C – Tree Pruning Methods
- Appendix D – City Contractor Work List
- Appendix E – City Tree Inventory List
- Appendix F – Specifications for Procuring Container Grown Landscape Trees
- Appendix G – Stormwater Best Management Practices
- Appendix H – Double Staked Tree Drawing

**APPENDIX A
PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Obligee have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the ____ day of _____, 20__ referred to and made a part hereof for:

Tree Trimming and Maintenance Services which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Obligee, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

APPROVED AS TO FORM:

/s/ Thomas P. Duarte
City Attorney

**APPENDIX B
LABOR AND MATERIALS BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, 20__, with the City of West Covina (Obligee) referred to and made a part hereof to perform the following work, to wit:

Tree Trimming and Maintenance Services, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Obligee, and all sub-contractors, laborers, material, persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of

claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

/s/ Thomas P. Duarte
City Attorney

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

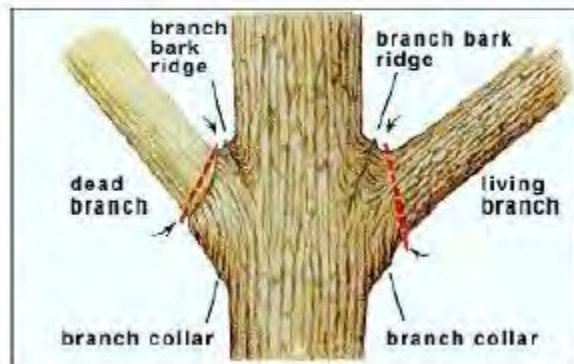


Figure A2 – The three-cut method

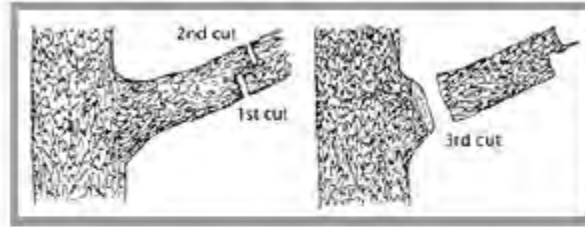
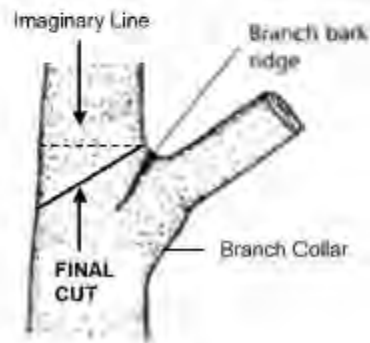


Figure A3 – Limb reduction



STRUCTURAL PRUNING OF YOUNG TREES

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

- Remove any broken, dead, dying, or damaged branches.
- 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).
- Select and establish the lowest permanent branch.
- 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.
- 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.

(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.
- 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.

APPENDIX D **CITY CONTRACTOR WORK LIST**

	City of West Covina	PRUNING - VARIOUS LOCATIONS	JOB #		"contractor name"	
			SIZE	WORK TYPE	QUANTITY	NOTES
	LOCATION	SPECIES				
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

APPENDIX E

CITY TREE INVENTORY LIST

[illegible]

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 $\frac{1}{2}$ (one-half) the diameter of the original leader just below the pruning point shall be present.

Good quality



Poor quality



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:

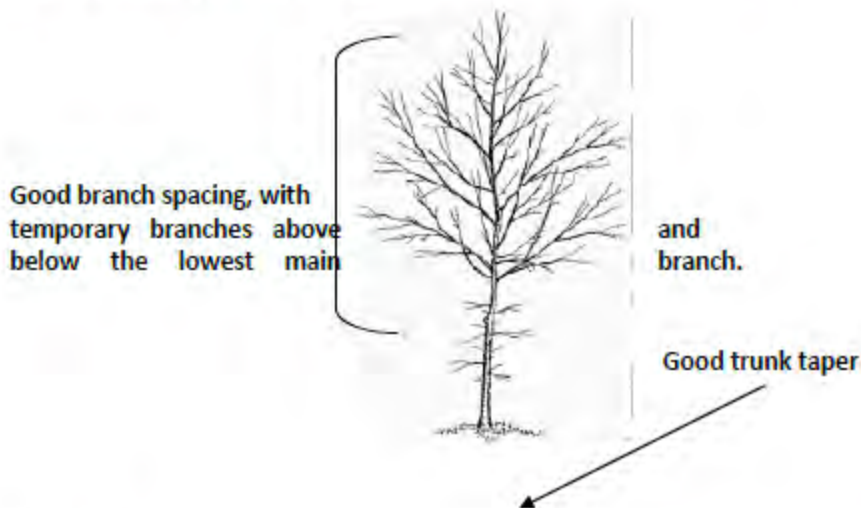
1. Branches shall be distributed radially around and vertically along the trunk, forming a generally symmetrical crown typical for the species/cultivar.
2. Branches shall be no larger than $\frac{2}{3}$ (two thirds) the diameter of the trunk, measured 1" (one inch) above the branch.
3. The attachment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

Branch Diameter: shall be no larger than $\frac{2}{3}$ (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

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

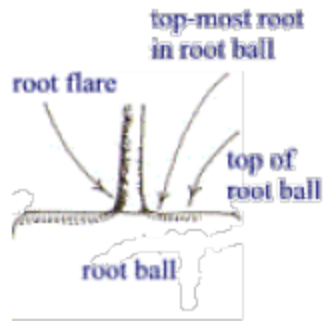
1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
2. The trunk shall be free of wounds (except properly-made pruning cuts), sunburned areas, conks (fungal fruiting-bodies), wood cracks, bleeding areas, signs of boring insects, 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.

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

D. ROOTS

1. 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.

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).



<i>Container Size</i>	<i>Soil Level from Top of Container (inches)</i>
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.

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.

APPENDIX G
STORMWATER BEST MANAGEMENT PRACTICES



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.

Objectives

- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	<input checked="" type="checkbox"/>
Trash	<input checked="" type="checkbox"/>
Metals	
Bacteria	
Oil and Grease	
Organics	
Oxygen Demanding	<input checked="" type="checkbox"/>



- 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 tractor-type 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.

- 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 known 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

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/vmnd/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.

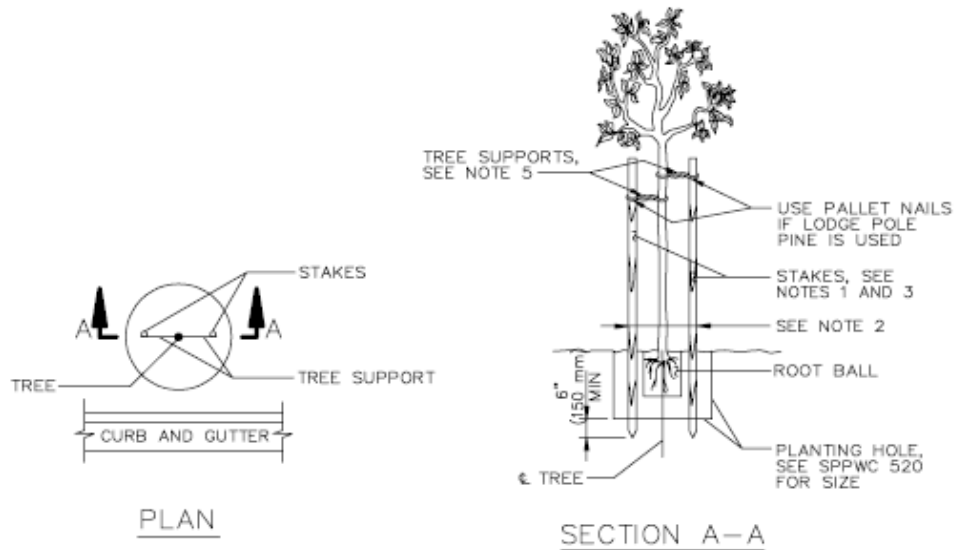
Orange County Stormwater Program

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/menueofbmps/poll_8.htm

APPENDIX H DOUBLE STAKED TREE DRAWING



LENGTH OF STAKES	
TREE SIZE	LENGTH
15 GAL (55 L)	10' (3 m)*
24" (600 mm) BOX	12' (3.6 m)
30" (750 mm) BOX	12' (3.6 m)
36" (900 mm) - 48" (1200 mm) BOX	SEE NOTE 4

*USE 12' (3.6 m) WITH CASE 2. SEE SPPWC 520.

DOUBLE STAKING

NOTES:

1. STAKE SHALL BE EITHER 2" (50 mm) DIAMETER LODGE POLE PINE, TREATED WITH COPPER NAPHTHANATE OR PRESSURE TREATED WITH CHROMATED COPPER ARSENATE, OR GALVANIZED STEEL PIPE, PER SSPWC 308-4.6.1 (METHOD A).
2. PLACE STAKES 18" (450 mm) APART FOR 15GAL (55 L) TREE. PLACE STAKES AT OUTER EDGE OF ROOT BALL FOR LARGER SIZE (BOX) TREES.
3. HEIGHT OF STAKES SHALL NOT BE HIGHER THAN THE TOP OF THE TREE.
4. FOR 36" (900 mm) OR LARGER BOX TREES-STAKE OR GUY AT THE DIRECTION OF THE ENGINEER.
5. TREE SUPPORTS SHALL BE PER SSPWC 308-4.6.1.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TREE STAKING

STANDARD PLAN

518-3

SHEET 2 OF 3