

CITY OF HAWAIIAN GARDENS
PUBLIC WORKS DEPARTMENT



REQUEST FOR PROPOSALS

FOR

TREE TRIMMING AND TREE MAINTENANCE SERVICES

PROPOSAL SUBMITTAL DEADLINE:

THURSDAY, APRIL 26, 2018

at 11:00 am

Provide one (1) original and two (2) copies of the requested information and completed forms no later than 11:00 am on the closing date of the Request for Proposal (RFP). The entire RFP must be in a sealed envelope and clearly labeled "RFP - Tree Trimming and Tree Maintenance Services Bid Proposal" and submitted to the address below:

City of Hawaiian Gardens
Attention: Public Works
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

(562) 420-2641

www.hgcity.org

The City of Hawaiian Gardens is seeking proposals from a licensed company to provide tree trimming and maintenance services. The firm's work should be under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).

BID SUBMISSION INSTRUCTIONS

Include all costs associated with performing the Scope of Services described in this RFP. Complete all the required forms in this RFP and submit one (1) original and two (2) copies of the RFP to the Public Works Department by the date and time stated on the coversheet. This time and date is fixed and extensions will not be granted. Bid Proposals received after the deadline will not be considered. Bid Proposals shall be submitted in sealed envelopes clearly marked on the outside "Tree Trimming and Tree Maintenance Services Bid Proposal". Mail or deliver sealed proposals to address listed on the RFP coversheet.

Bid proposals in the form of telephone calls, facsimiles, or e-mails will not be accepted. The City does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the bid was received.

It is the responsibility of the bidder to carefully examine this RFP and any addenda, which if issued, will be posted on the City's website. No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP. No notification will be sent to unsuccessful bidders.

A. TREE INVENTORY LIST/SUMMARY

*SEE PAGE 8 – "2018 INVENTORY LIST"

B. SCOPE OF WORK

1) ANNUAL & GENERAL MAINTENANCE PROGRAM

Contractor shall be responsible for tree trimming, pruning, seed stalk removal on trees ranging from small to large/tall trees and removal costs; including stumps and roots listed in the inventory. Locations include those along city streets, with traffic control required. Duration of the contract is five years with opportunity for up to two; 1-year extensions upon agreement of both parties.

The anticipated costs for the work shall be bid per location listed in the inventory on an annual basis and with a fully equipped crew. Fully equipped includes manpower, equipment, tools, traffic control, disposal costs, and zero material markups. Additionally the attached Bid Price Sheet (Page 8) shall be completed in its entirety.

All work shall be authorized by a written work order. The work order shall include the description of the work, estimated cost of the work; not to exceed cost of the work, if different, and the signature of both city and contractor representatives.

All dead and dying or broken/loose branches and stubs shall be removed

Branches that create sight line conflicts with traffic control signs and/or devices or within five (5) feet of a structure shall be selectively pruned.

When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around the trunk, and the removal of sucker growth from tree trunks. The City may modify this scope of work with the joint approval of the Contractor and the City's designated representative or assignee. All modifications shall be in writing.

The Tree Inventory List shall be maintained, GPS mapped preferred, by the Contractor with an update provided annually (1st quarter of the calendar year). Any removed, replaced, or new inventory with the species, count, and location clearly reflected.

2) GENERAL STANDARDS AND WORK QUALITY

The firm's work should be under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).

The Contractor shall have a competent working supervisor at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively and hold necessary certifications or credentials and possess technical background to ensure that all work is accomplished in accordance with provisions of the RFP.

Work will be to American National Standards Institute (ANSI) A300 standards.

Work that impacts sidewalks of city streets shall include "Sidewalk Closed" signs at either end of the sidewalk affected by the work.

Work that impacts shoulders of city streets shall include "Shoulder Work Ahead" signs and include traffic cones placed around the affected portion of shoulder in accordance with traffic control standards.

Written traffic control plans approved by the city will be required for work that impacts lanes of city streets. Traffic control plans will include signs and other devices, and include detours and flaggers, if necessary.

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees and shall be consistent with most current pruning standards set forth by the International Society of Arboriculture and/or U.C. Agricultural Extension Service.

The contractor shall meet the most current "Safety Requirements for Tree Trimming, Repair, or Removal," published by the American Standards Institute, Inc. and most current CA MUTCD standards and specifications for traffic control.

The Contractor shall supply and post clear standard signage, of professional quality, at the work site at which work is to be performed with any work that effects parking availability posted at least 72-hours in advance of the work.

Any structural weakness, decayed trunk or branches, or split limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative(s) for determination of action, as soon as it is discovered. While performing work of any type, the contractor should report any obvious hazards related to the trees, including uplifted sidewalk segments.

Tree trimming operations shall commence no earlier than 7:00 AM and shall be completed by no later than 4:00 PM, except in the case of authorized emergency response.

No person other than members of the Contractor's work crew may be allowed to enter the work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

3) EMERGENCY RESPONSE

The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

The Contractor shall acknowledge tree related emergency calls during normal business hours within fifteen (15) minutes of the initial call by the City.

The response time for a crew to arrive on-site for tree related emergencies during business hours shall not exceed sixty (60) minutes.

The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed (2) hours.

4) SETUP, EQUIPMENT, AND CLEANUP OF WASTE AND DEBRIS

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's designated representative prior to commencing work.

Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor.

The Contractor shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

All preventative measures shall be taken to avoid the spread of disease from any infected tree(s) including the sterilization of tools/equipment.

5) PAYMENT/NON-PAYMENT

The City will make every reasonable effort to remit payment within thirty (30) to forty-five (45) days of receipt of invoice.

Any work found to be unacceptable by the City will be noted to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one of more of the following reasons:

- a. Defective, unsatisfactory or inadequate work not corrected.
- b. Claims filed or reasonable evidence indicating probable filing of claims
- c. Failure of the Contractor to make proper payments to subcontractors or for materials or labor
- d. A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- e. Property damage that resulted from an incident.

C. ADDITIONAL QUALIFICATIONS, TERMS, AND STANDARDS

1) INSURANCE AND RISK MANAGEMENT

The Contractor is required to have an amount no less than \$2 million per occurrence/\$5 million aggregate in commercial general liability insurance/excess insurance, \$2 million in commercial auto liability, and provide worker's compensation insurance as required by law. The City of Hawaiian Gardens will be named as the additionally insured with endorsement attached to evidence of coverage and Contractor is to be listed as primary insurance. Proof of required insurance and endorsements are due with award. At no time should the required insurances be allowed to expire and any renewals or changes thereto shall be provided to the City within five (5) working days.

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor shall indemnify, defend with legal counsel approved by City of Hawaiian, and hold harmless City of Hawaiian Gardens, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City of Hawaiian Gardens.

- 2) **PERMITS AND LICENSES** – The Bidder shall secure and maintain in force during the term of any contract resulting from this RFP all licenses and permits required by law for the operation of its business, including a City business license.
- 3) **APPLICABLE LAWS** – The laws of the State of California will govern the awarded contract. The applicable law for any legal dispute arising out of the awarded contract shall be the law of the State of California. The Bidder shall comply with all Federal, State, County and local laws concerning the type of services provided in. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes, prevailing wage requirements, and all relevant industry standards.
- 4) **EQUAL OPPORTUNITY EMPLOYER** – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.
- 5) **ADDITIONAL TERMS AND CONDITIONS**
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 service providers or suppliers. The offer of such gratuity to an employee of the City shall be cause for such service provider or supplier to be declared a non-responsible Bidder and prohibited from bidding, as provided in California Public Contract Code.
- 6) **INDEPENDENT CONTRACTOR STATUS** – It is expressly understood that the Bidder 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.
- 7) **ADDITIONAL SERVICES OR CLARIFICATIONS** Any questions about requirements or any other instruction contained within the RFP or relating to the RFP should be directed to the Public Works Department. Any improvements to scope of service in the RFP by Contractor are welcome however should be separated, explained, and expressed as such in the submitted proposal.
- 8) **REJECTION OF PROPOSALS** – This RFP does not commit the City to award any contract. 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 bids are responsive, responsible and most qualified. Any proposal that contains items not specified, items that are incorrect, has incomplete portions of items scheduled, or does not respond to items in the manner specified in this RFP may be considered non-responsive and

may be rejected on these bases at the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed Bid Due Date may be considered non-responsive and may be rejected. Non-award of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient.

The City reserves the right to request additional information from any Contractor after submission of a proposal that may be required for clarification of submitted materials.

- 9) **AWARD OF AGREEMENT** – Upon selection, a contract agreement outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the selected Contractor and the City fail to solidify the agreement, the City may choose from remaining Contractor proposals or issue another RFP.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the prices specified and in compliance with all items within the RFP for duration of the term of the awarded contract.

CONTRACTOR:

Company Name of Bidder

Authorized Signature

Date

Print Name

Title

Taxpayer ID Number

***REQUIRED FORMS FOR SUBMITTAL OF RFP:**

1. **CONTRACTOR'S RESPONSE TO THE RFP**
Explanation of services, labor, equipment, etc.
2. **LIST OF REFERENCES**
List at least 3 references including address and contact information
3. **BID PRICE SHEET – PAGE 9**
Utilize the “2018 Inventory Summary” on Page 8 to complete the attached Bid Price Sheet in its entirety.

The City shall consider all prices listed to include all labor, equipment, traffic control, insurance, fuel, materials, surcharges, disposal fees, and all overhead/misc. costs necessary for the Bidder to perform such service. No exemptions, or alterations of the services described below will be allowed with failure to comply resulting in disqualification

2018 Inventory Summary
Tree Trimming/Maintenance RFP

Location	Tree Species	Tree Count	Bid Sheet Reference
Carson(Bloomfield to Pioneer)	*WR	32	1
	Date Palm	3	1
Carson (casino adjacent)	Date Palm	21	1
Carson (north/south side Pioneer to Juan Ave)	Date Palm	10	1
Pioneer	*WR	21	2
Norwalk	*WR	30	2
Juan /221st	*WR	1	3
Elaine	*WR	12	3
Brittain	*WR	3	3
Tilbury	*WR	1	3
222nd	*WR	1	3
223rd	*WR	1	3
221st	*WR	2	3
226th Street (east of Norwalk Blvd)	Pine Trees	6	3
Cortner Street (eastside along Hawaiian Elementary only)	Pine Trees	21	3
222nd/Belshire	Evergreen	1	3
12254 223rd	Pine	1	3
Juan	Pear	14	4
215th	Pear/Pittos	44	4
Devlin	Queen Palm	5	5
Seine	Queen Palm	4	5
Civic Center	Queen Palm	30	5
Pioneer Park	Chinese Elm	3	Pioneer
	Rubber Tree	2	Pioneer
Clarkdale Park	Tipu	4	Clarkdale
	Tipu	2	Clarkdale
	Jacaranda	3	Clarkdale
	Liquid Ambar	4	Clarkdale

***WR = Washingtonia Robusta**

“City asserts no claim as to the accuracy of the Inventory Summary information with respect to each service area. Information represents the City’s best judgment based upon information existing as of the date of this RFP, but they do not constitute warranties. Proposers must draw on their own professional experience to best correlate or corroborate the data. Proposers are responsible for independently investigating inventory in the service area.”

BID PRICE SHEET

A. General Services

	Services	Pricing per	Extended Price
1.	Annual Tree Trimming/Pruning	Section 1 (Reference Inventory List)	\$
2.	Annual Tree Trimming/Pruning	Section 2 (Reference Inventory List)	\$
3.	Annual Tree Trimming/Pruning	Section 3 (Reference Inventory List)	\$
4.	Annual Tree Trimming/Pruning	Section 4 (Reference Inventory List)	\$
5.	Annual Tree Trimming/Pruning	Section 5 (Reference Inventory List)	\$
6.	Annual Tree Trimming/Pruning	Pioneer Park	\$
7.	Annual Tree Trimming/Pruning	Clarkdale Park	\$
TOTAL:			

B. Other Services

	Services	Pricing per	Extended Price
8.	Tree Removal (Including stump)	Per Tree (10ft. To 19ft.)	\$
9.	Tree Removal (Including stump)	Per Tree (20ft to 29ft)	\$
10.	Tree Removal (Including stump)	Per Tree (30ft to 39ft)	\$
11.	Arborist Service & Report Writing	Per Hour	\$

C. Emergency Services

Straight Time (business/operational hours)

1.	4 Man Crew with Equipment	Crew per Hour	\$
2.	3 Man Crew with Equipment	Crew per Hour	\$
3.	2 Man Crew with Equipment	Crew Per Hour	\$

Overtime/Weekends/Emergency After Hour Call Out

4.	4 Man Crew with Equipment	Crew per Hour	\$
5.	3 Man Crew with Equipment	Crew per Hour	\$
6.	2 Man Crew with Equipment	Crew per Hour	\$