

Request for Proposal or Request for Qualification Instructions

- 1.) All information shaded in **yellow** are instructions to follow in the development process.
- 2.) Distinguish if you are using an RFP or RFQ. Remember to change the wording to reflect the correct document.
- 3.) If you are conducting an RFQ, remember you may not request a total price, per the Mini-Brooks Act. You are not allowed to ask for a unit price (hourly rate), but don't request the unit amount. Unit price cannot be used as some criteria for award for an RFQ.

If you have further questions or need assistance, contact one of the Contracts Partners in the Procurement Office at 919-996-3240.



City of Raleigh

Request for Proposal/Qualification #2019-PRCR-UF1

Title: Street Tree Installation 2019

Issue Date: November 13, 2018

Proposal Opening Date: November 29, 2018

Issuing Department: *Parks, Recreation and Cultural Resources*

Direct all inquiries concerning this RFP to:

Anthony McLamb

Email: anthony.mclamb@raleighnc.gov

Natural Resources and Parks Supervisor, Senior

Table of Contents

1	REQUEST FOR PROPOSALS	4
1.1	Introduction	4
1.2	Background	4
1.3	RFP Response Timeline	4
1.4	Pre-Proposal Conference/Site Visit	4
1.5	Proposal Questions	5
1.6	Proposal Submission Requirements and Contact Information	5
1.7	Rights to Submitted Material	5
2	PROPOSALS	6
2.1	Request for Proposal Document	7
2.2	Evaluation Criteria	8
2.3	Final Selection	8
2.4	Notice to Proposers Regarding RFP Terms and Conditions	8
3	SCOPE OF SERVICES	9
4	CONTRACT TERMS	9
4.1	Non-discrimination	19
4.2	Minority or Women Owned Businesses	20
4.3	Assignment	20
4.4	Applicable Law	20
4.5	Insurance	20
4.6	Indemnity	21
4.7	Intellectual Property	21
4.8	Force Majeure	22
4.9	Advertising	22
4.10	Cancellation	22
4.11	Laws/Safety Standards	22
4.12	Applicability of North Carolina Public Records Law	23
4.13	Miscellaneous	23
4.14	Audit	23
4.15	E-Verify	24
4.16	Iran Divestment Act Certification	24

1 REQUEST FOR PROPOSALS

1.1 Introduction

The City of Raleigh Parks, Recreation and Cultural Resources Department requests sealed proposals for the installation of 102 trees on City of Raleigh street rights-of-way in the downtown area. The contract will include a one-year maintenance period and an optional second year maintenance period.

The successful proposer shall provide all labor, materials, and equipment necessary to perform the requested work. This procurement is being conducted in accordance with the provision of North Carolina General Statute 143-129.8.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens in the most efficient and cost-effective manner.

1.3 RFP Response Timeline

The RFP process shall adhere to the following schedule:

RFP Process	Date and time	
RFP posted	November 13, 2018	
Pre-Proposal Conference	November 20, 2018	11:00 a.m.-12:00 p.m.
Proposers Written Questions Due	November 26, 2018	12:00PM
City Responses to Proposers questions	November 27, 2018	12:00PM
RFP Due Date - Proposals Due from Proposers	November 29, 2018	4:00PM

Note: All times shown as Eastern Standard Time (EST).

1.4 Pre-Proposal Conference/Site Visit

All Proposers are encouraged to attend a PREPROPOSAL CONFERENCE/SITE VISIT on Tuesday, November 20, 2018 at 11:00 a.m. in Conference Room 787 at One Exchange Plaza. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.

It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTE: Questions concerning the specifications in this Request for Proposals will be received until 12:00PM on Friday, November 26, 2018. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.

It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

1.5 Proposal Questions

Upon review of the RFP documents, Proposers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Proposers shall submit any such questions by the above Proposers Written Questions due date.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 3 PROPOSAL FORMAT.

Proposers must submit one (1) signed original plus one (1) electronic version of the Street Tree Installation 2018 – PRCR signed proposal. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF). Proposals must be enclosed in a sealed envelope or package and clearly marked: Street Tree Installation 2018. Both hard copy and electronic versions must be received by the City on or 4:00 PM) PM EST on Tuesday, January 23, 2018. Deliver proposals to the following mailing / physical address:

<u>DELIVERED BY US POSTAL SERVICE OR IN PERSON</u>	<u>Email to:</u>
RFP NO. 2019-PRCR-UF1 City of Raleigh Attn: Anthony McLamb 4225 Daly Road Raleigh., NC 27604	RFP NO. 2019-PRCR-UF1 anthony.mclamb@raleighnc.gov Christy.cornell@raleighnc.gov

Proposals received after the “RFP Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the Email subject line must be clearly marked with the RFP number and the Title. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals (RFP). Any proposals received by the City that are incomplete in their responses will be immediately disqualified.

1.7 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

2 PROPOSALS

Responses must follow the format outlined herein. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover letter / Letter of Intent
2. Corporate Background and Experience
3. Financial Statement (if applicable)
4. Project Understanding, Approach and Schedule
5. Team Organization, Experience and Certifications/Qualifications
6. Proposed Cost

1. Cover Letter/Letter of Intent

Introduction letter with intent as it may pertain to the Request for Proposal.

2. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of five (5) references (including contact persons and telephone numbers) for which similar work has been performed shall be included, and the list shall include all similar contracts performed by the Proposer in the past two years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Proposer's proposal. The evaluators may check all public sources to determine whether Proposer has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Proposer's performance of those contracts and the information obtained may be considered in evaluating Proposer's proposal.

3. Financial Statement

The Proposer shall provide the following financial information:

Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR,

Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The Proposer's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Proposer's proposal and rejection is more likely to occur if other Proposers provide financial documentation in compliance with the foregoing provisions. Proposers are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE PROPOSER COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

4. Project Understanding, Approach and Schedule

This section shall include, in narrative, outline, and/or graph form the Proposer's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5. Team Organization, Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

6. Cost Proposal

The Cost Proposal shall be submitted and contain all items indicated in the Proposed Cost Worksheet (Appendix A).

2.1 Request for Proposal Document

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Attendance at the Pre-Proposal Meeting	5		
Thoroughness of Proposal Submitted	10		
Qualifications and Experience	20		
Familiarity with Project and Conceptual Approach	20		
Project References	30		
Proposed Cost (Omitted if using an RFQ)	15		
Final Score			

Score Points

- 0- Missing or Does Not Meet Expectation
- 1- Partially Meets Expectation
- 2- Meets Expectation
- 3- Exceeds Expectation

2.3 Final Selection

Proposals will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the City Manager or City Council for approval to negotiate a contract with the #1 choice and, if unsuccessful, to then pursue negotiations with the #2 choice. All Proposers will be notified of their standing immediately following City’s decision. Price quoted must be held firm for 90 days after the RFP is due. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the selected Proposer including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

2.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer’s responsibility to read the Instructions, the City’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3 SCOPE OF SERVICES

This RFP is for the installation of 100 trees on City of Raleigh street rights-of-way in the downtown area.

Bids are based on the cost of tree installation and maintenance only. The trees are pre-purchased by the City. Existing trees at the replacement site shall be removed to a 4' stump by the City and the remainder is the responsibility of the contractor.

All work shall be done by or under the supervision of an ISA Certified Arborist, registered Landscape Architect, or landscape professional approved by the Urban Forester.

3.1 Scope Details

1. The Landscape Contractor shall provide all materials, equipment, tools and labor to complete the work described in the specifications for this project.
2. The total number of trees with associated costs for installation and maintenance shall be indicated on the Exhibit A: Street Tree Installation Worksheet.
3. The location and species of the individual planting sites shall conform to the attached Tree Replacement Spreadsheet in Exhibit A: Street Tree Installation Worksheet.

3.1.1 Standards

All tree installation work shall conform to the standards detailed in the following documents:

- a. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, NY 10036
- b. Appendices A & B 1-4 provided by Select Trees, Inc.

3.1.2 Submittals

Submit copies of the manufacturer's and/or source data for all materials specified, including mulch, gravel, soil and amendments. Proposer shall also submit samples of all mulch, gravel, drain pipe, soil and amendments. Samples shall be typical of the lot of material to be delivered to the site and provide and accurate indication of color, texture and organic makeup of the material.

3.1.3 Substitutions

Any substitutions for the listed plant material is prohibited.

3.1.4 Utilities

The Landscape Contractor is responsible for the location of all underground utilities or facilities in the areas in which the work is to be performed. The Contractor shall notify ACLS/NOCUTS/ONE CALL and/or hire a private locator service for the purpose of discovery of underground utilities or facilities. The Contractor shall be responsible for all damage to underground utilities caused in the course of the work described herein.

Any conflicts with the planting locations shall be brought to the attention of the City prior to commencement of work in the area.

3.1.5 Concealed Elements

The discovery of concealed, underground elements unknown prior to bidding shall be dealt with at the time of discovery. The Contractor shall bid the project as unclassified with the understanding that some underground obstructions may be encountered. If rock is encountered in a tree yard, the contractor shall probe and locate the tree within a reasonable distance of the original location. If a vault is encountered in a tree pit, the contractor shall NOT modify the root-ball to fit within the space provided. The Contractor shall notify the Urban Forester if field adjustments are needed.

3.1.6 Workmanship

1. All work shall be done by or under the supervision of an ISA Certified Arborist, registered Landscape Architect, or landscape professional approved by the Urban Forester.
2. The work on this project will be executed in accordance with the provided specifications.
3. The work shall be conducted in a safe and professional manner.
4. All areas disturbed during the installation shall be returned to the original condition prior to the close out of the project. Damage to the turf areas shall be repaired with grass similar to that damaged.
5. Tree grates are to be replaced where they are encountered.
6. All guards shall be removed. The contractor is to notify Urban Forestry staff for directions to a disposal location.
7. All efforts must be taken for the safety of the Public and the users of the areas related to the project work areas. All safety requirements must be installed prior to the start of work. A permit is required from the City of Raleigh Development Services Department to block traffic lanes.
 - a. Special permission to obstruct a lane may be revoked if permittee violates any portion this article. Permittee must reapply for permission to obstruct a lane if original endorsement is revoked.
 - b. Traffic Control and Signage: Any person, persons, agency or corporation obstructing any portion of any of the above defined streets or working to remove or repair the cause of any obstruction in any such street shall at all times use the appropriate signs, signals and warning devices required by the Traffic Control Manual for Construction Maintenance, City of Raleigh.
 - c. Two-way Street: In the event that a two-way street is obstructed to the extent that motorists are required to cross the center line of such street in order to pass the obstruction, the person (s), agency or corporation conducting the work at the site shall: provide signs and barricades and one (1) or more flagmen, as necessary, to maintain traffic flow by the obstruction: or clearly and safely separate and channel the opposing movement of traffic when the unobstructed portion of the roadway is of sufficient width to provide at least a ten (10) feet minimum lane. Such separation and channelization shall be achieved by the use of traffic cones, signs and/or barricades.
 - d. All regulations stipulated by the Occupation Safety and Health Administration (OSHA) shall be adhered to during the course of the work.

3.2 Site Conditions

1. The Landscape Contractor shall be responsible for inspecting planting sites prior to bidding. The Contractor shall notify the City of any apparent conflicts with the work prior to bidding or in the bid when submitted. Notification in the bid should be on a separate sheet and labeled POTENTIAL CONFLICT WITH THE WORK and any recommended changes should be noted

with any additional changes in the price of the project as quoted.

2. Existing plant material encountered in the work areas which is not specifically scheduled for removal under this contract (i.e. - it appears near the location described as a site for a “replacement tree”) is to be protected. Any damage to existing plant material or structures will be the responsibility of the Contractor to repair, replace or treat as needed to restore the element to its original condition.
3. Existing plant material encountered in the work areas which is specifically scheduled for removal under this contract (i.e. - it appears in the location described as a site for a “remove and replace”) is to be removed by City of Raleigh Urban Forestry Tree Crews. All removals will be accomplished by city staff, removing and disposing of all but a four foot (4’) high section of trunk to be used by the contractor as a lever to remove as substantial a portion of the root ball as possible. The trunk section and root ball are to be removed and disposed of by the contractor. In some locations the contractor will be responsible for grinding a stump that remains from a previous removal.
 - a. The contractor is responsible for notifying the Urban Forestry Inspector **no less than two (2) weeks prior** to the date that the material is to be planted at a specific site to allow for public notification and scheduling purposes. Notification shall be done via email anthony.mclamb@raleighnc.gov and include specific location numbers per the contract spreadsheets.
 - b. Replacement sites outside of pit planters where stumps are encountered that cannot be removed may have the replacement site shifted to either side of the stump at the discretion of the Urban Forester or representative staff.
4. Work sites shall be maintained in a safe and orderly condition at all times. There shall be no open holes left at the close of work. All work areas are to be protected from the public with barricades or other appropriate safety measures. Any holes left open overnight shall be covered, the cover anchored to the ground and the area protected with caution ribbon and barricades. The Contractor shall not leave any excavation, hole, or pit on the project unsecured. All holes, excavations, or pits shall be covered, fenced or adequately protected and secured to prevent pedestrians from accessing them when the workers are not on the job site. All areas of potential hazard shall be fenced, barricaded, or appropriately marked with other devices to insure adequate notice is provided to the facility users of potential danger.
5. HAZMAT Procedure. In the event the contractor encounters a buried tank or vault containing potentially hazardous materials, they must contact the City’s Safety Coordinator, Brian Taylor at 919-279-1917 (cell).

3.3 Contractor Responsibilities

All trees must be planted by March 30, 2019. The Contractor shall provide to the City a Project Schedule Timeline of the number of days to complete this work in the Contractor’s proposal. The Contractor shall be responsible for all work needed to properly execute this project. The Contractor shall be responsible for all permits required prior to commencing the work.

3.4 Specifications and Non-Conforming Work

The Contractor shall follow the procedures outlined in the specifications contained herein. Failure to do so in the view of the Urban Forester shall require the Contractor to remove the substandard work at no cost to the City and redo the work until it meets the stated specifications.

3.5 Project Time and Non-Compliance

Time of Completion: The Contractor shall commence work to be performed under this agreement on a date to be specified in writing from the City, corresponding to ten (10) days after the Notice to Proceed, and shall fully complete all work hereunder by **March 30, 2019**.

Time Delay and Extensions: Any request for extension of time shall be made at least ten (10) days prior to the termination date **March 30, 2019** and will only be considered for putting installation off until the next suitable planting date. This date will need to be submitted in written form and will be considered on a species basis by the Urban Forester. All maintenance and warrantee periods will commence from the date of the final walkthrough or **April 30, 2019**, whichever comes first.

Failure or Delay in Completing Work on Time: Time is an essential element of this Contract, and any delay in completing the work may inconvenience the public, interfere with the operations of the city, and demand additional time of City staff. For these reasons, it is important that the work be completed on schedule. Should the Contractor fail to complete the work within the time stipulated in the contract, or within such extra time that may be allowed per the process detailed above, no payment will be made until the work is completed and accepted by the City.

3.6 Landscape Specifications

These specifications include furnishing all materials, equipment, and labor necessary for the removal of existing plant material and planting of trees required to complete the work contained in the specifications.

Protection of existing features. During construction, protect all existing trees, shrubs, and other adjacent vegetation, site features and improvements, structures, and utilities encountered at the planting sites. Removal or destruction of existing plantings is prohibited unless specifically authorized by the City, or noted on the specifications as “Remove and Replace” or “R&R”.

Re-installation of all tree grates and guards encountered at any of the planting sites are to be handled as noted on page GC-3 under Section F “Workmanship”.

3.6.1 Permits

The Contractor shall obtain two (2) permits before commencing work:

1. Right of Way Permit from the Inspections Department (phone 919-996-2495)
<http://www.raleighnc.gov/business/content/PlanDev/Articles/DevServ/RightOfWayPermits.html>
2. Certificate of Appropriateness, if needed, from the Raleigh Historic District Commission
<http://rhdc.org/certificates-appropriateness>

3.6.2 Materials

Mulch, gravel, soil, amendments, fertilizer, pest control and all other materials in these specifications

shall be provided by the Contractor.

3.6.3 Detailed Tree Specifications

1. Plants shall be obtained from the nurseries identified by the City. Trees may be purchased from additional nurseries at the Urban Foresters discretion. The Contractor is responsible for coordinating the transportation and delivery dates. The trees and freight have been pre-paid by the City.
2. Trees shall be 2.5"-4" caliper. Plant material shall be inspected by the Urban Forestry staff prior to installation. The contractor will notify the Urban Forester on delivery days to approve the trees before the delivery truck leaves the site.

Unless specifically noted, all plants shall be of specimen quality, exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. The lowest first branch shall be a minimum of 5-6' above grade. Exceptions will be made for species that have prohibitive form and habit. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.

Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage (including presence of fire ants), or cuts of limbs over 20 mm (3/4 in.) in diameter that are not at least 50% closed will be rejected.

3. Plants shall conform to the specifications noted in ANSI Z60.1-2004 American Standards for Nursery Stock.
4. Substitution of plant material is prohibited.
5. The root collar shall be apparent at surface of ball, or the contractor will be responsible for removing excess soil from the top of the root ball in order to establish the correct grade per details in APPENDIX B.

3.6.4 Transportation and Storage of Plant Material

(NOTE: No matter how good plant materials may be at a nursery, how that material is handled after it is dug is of critical importance.)

1. The contractor is responsible for coordinating the transportation and delivery dates of trees from the nursery. In the event that trees cannot be planted immediately they shall be held at a facility provided by the Contractor.
 - a. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well- watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
2. Transportation to the planting site provided by the Contractor shall adhere to the following:
 - a. If necessary branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.

During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Urban Forester may reject the injured tree(s) and order them replaced with same at no additional cost to the City and from the nursery of original purchase. All loads of plants shall

be covered at all times with tarpaulin, canvas, or screen netting. Loads that are not protected will be rejected

3.6.5 Planting Methods

Must provide these specifications and/or APPENDICES A & B to field staff for installation.

1. Tree Planting: The Tree Planting Detail shown in Appendix B provides a general depiction of the work. A detailed planting detail shall be made available to field staff in both Spanish and English and available for reference on work vehicles throughout the period of installation.
2. Handling of the Trees: Root balls are to be kept moist while in storage prior to planting. In transporting the trees from the contractor's holding area to the planting locations all trees shall be handled, secured, and covered to prevent damage from wind or vibration. Furthermore, trees shall not be thrown, dropped, or bounced off a truck or loader to the ground. Appropriate equipment shall be used to lift and **maneuver the trees by the root ball only**. Utilize a Bobcat or another type of mechanical loader with a boom arm(s), strapping/chain and/or hooks to maneuver, lift, and lower the tree by the root ball.
3. Timing of Planting: Upon award of contract and Notice to Proceed, the Contractor shall complete the entire project by **April 30, 2019**. All trees shall be planted on the day they are taken to the job site.
4. Protection of Trees: The Contractor shall take every reasonable precaution to protect trees from mechanical, physical, or other injury (scarring, breaking limbs, damaging root ball).
5. Underground Utilities: The Contractor shall arrange for locating underground utilities. Where underground utilities are marked by the Utility Locating Service, the planting pit(s) shall be hand dug (only if doing so will not damage the underground utilities), or excavated with an air spade®, air knife®, or hydro-vac®. A back hoe, auger, or other equipment may be used at the Contractor's discretion however any damage to existing structures will be the responsibility of the Contractor to repair, replace or treat as needed to restore the element to its original condition.
6. Obstructions Below Ground: If obstructions of rock or man-made items are encountered that are an impediment to planting at a designated site, the Contractor shall notify the Urban Forester immediately so that he or she can determine what field adjustments are needed.
7. Planting Locations: The attached Tree Replacement Spreadsheet in Exhibit A indicates the specified tree planting locations. **Planting sites are marked on the curb face with a white paint mark**. Trees are to be centered between the sidewalk and curb or within existing tree pits. **There are exceptions so please read the notes section for additional location instructions. For tree location questions, City Arborist Anthony McLamb at 919-996-4873 (O) or (919) 278-6268 (C)**
8. Preparation of the B&B Root ball: Remove all burlap, lacing, and wire basket from at least the top 1/3 of the root ball. Discard material outside the planting hole. If the root flare is not evident at the top of the root ball, the contractor must remove the overlying soil from the root ball and expose the root flair to establish the appropriate top of the root ball for the purposes of digging the planting hole to the appropriate depth, and then the following guidelines must be followed:
 - a. Determine the elevation of the root flare and ensure that it is planted at grade.
 - b. If the root flare is less than (2 in.) below the soil level of the root ball, plant the tree at the

appropriate level above the grade to set the flare even with the grade. **If the flare is more than (2 in) below grade at the center of the root ball** and the soil cannot be removed while maintaining the integrity of the root ball, then **the tree shall be rejected**. The Urban Forester or representative staff shall be notified and document the tree for replacement by the nursery.

c. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug. Plants must be set plumb and braced in position until soil has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Trees shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.

9. Planting Hole: All trees shall be planted so that the tops of the root balls are flush with, or no more than 2” above the existing surface grade of the planting sites. Every planting hole shall be dug the same depth (or slightly shallower) as the root ball so that the trees are planted flush with the existing soil grade.

a. Tree pits: All soil must be excavated from the 4’x6’ space except for the compacted pedestal the root ball is to sit on.

b. Tree lawns/medians: The planting hole shall be at least 2 feet wider in diameter than the root ball or 3-5 times the width of the root ball, whichever is larger. The bottom of the planting hole shall be compacted to prevent settling of root ball.

10. Preparation of the Container-grown Root ball: Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of root mat. Make sure root flare is visible as outlined in #8 of this section. Immediately after removing the container, install the plant such that the roots do not dry out. Pack soil around exposed roots while planting. Appropriate equipment shall be used to lift and **maneuver the trees by root ball only**.

11. Handling of B&B Trees: Lift plants only from the root ball using belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area. Appropriate equipment shall be used to lift and **maneuver the trees by the root ball only**. Utilize a Bobcat or another type of mechanical loader with a boom arm(s), strapping and/or hooks to maneuver, lift, and lower the tree by the root ball.

12. B Root Shaving and Backfilling of Containerized Planting Material: Backfill shall be placed to avoid injury to tree roots and to fill air pockets. The backfill shall be added in 6-inch increments and tamped firmly but not excessively around the root ball. After 50% of backfill is applied the root ball must be shaved with a sharp shovel or spade. The shovel/spade shall be placed 1.5 inches from the edge of the container root ball and depressed to cleanly sever roots. Shaving shall be conducted on the entire circumference and depth of the root ball. Shavings shall remain in the planting hole after treatment. Fill with water and allow water to drain completely. Apply the remainder of the backfill and water thoroughly before applying mulch. During the process, any exposed or frayed roots shall be cut off cleanly. Do not place soil on top of root ball.

a. Tree Pits: Backfill with 100% screened topsoil.

b. Tree Lawns (green strips/medians): Backfill with existing soil and compost (humus)

i. Backfill with the 75% native soil dug from the planting hole and 25% completely decomposed compost (humus). The backfill shall be broken or “chopped” up, loosened

and mixed before placing back in the hole.

13. Excess Excavated Soil: No excess soil shall be left at the work site. Do not place excess soil on top of the root ball. All excess excavated soil shall be legally disposed of offsite.
14. Water Saucers or Berms: Water saucers or berms are not appropriate for trees planted in grate-covered tree pits but are acceptable in median and tree lawn plantings. The water saucers shall be no more than 3” above finished grade.
15. Tree Watering When Planting: After 50% of the backfill is applied, fill with water and allowed to drain completely. Apply the remainder of the backfill. All root balls, soil in the planting holes, and soil in a 1’ radius around the outer edge of the planting hole, shall be thoroughly soaked with water after the planting. The water shall be applied with a slow flow hose end nozzle, not a straight stream. The Contractor shall make, at his expense, whatever arrangements may be necessary to ensure an adequate supply of water to water the trees at the time of planting. The contractor shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate watering of the trees at planting, as may be required to complete the work as specified.
16. Mulch: All trees in tree lawns shall be neatly mulched with hardwood mulch, **3 inches** deep. Mulch shall cover the root ball and the area 1 ½ feet beyond the planting hole. Mulch must be placed 3-6” from the root flare shall not be placed against the tree trunk. Where the root ball approaches the width of a tree lawn, the mulch can be applied as a square instead of a circle.
17. Gravel: Tree pit plantings require a top course of #67 washed stone (or equivalent), raked even with either the surrounding pavement, or to the top of the tree grate openings.
18. Grates and Guards: All tree guards will be removed by the Contractor prior to contract planting. Grates will be replaced by Contractor over planting pits after trees are installed. Guards will be turned over to Urban Forestry Staff for disposal.
19. Grate replacement: In the tree pit planting locations where grates are no longer present, but the hardware is still in place to accept a grate, the contractor is to install grates that will be provided upon notification.
20. Staking and Guying: Trees shall not be staked and guyed unless they become unstable. Staking shall not interfere with pedestrian or vehicular traffic. In areas where stability is a concern stakes may be applied with approval from the Urban Forester (e.g. Extremely windy areas next to buildings).
21. No Tree Wraps or Ties: Tree Wraps shall be removed and disposed of properly upon completion of installation. All other ties, flagging, labels, etc. shall be removed at the end of the warranty maintenance period.

3.6.6 Limited Warranty and Maintenance

The Contractor shall provide a one- year warranty including maintenance, in writing, upon completion of this contract. Before the close of the warranty period the plant material shall be inspected on **September 15th, 2019 and December 1st, 2019**. Necessary replacements shall be noted for installation. Final installations shall be completed by **March 15th, 2020** and shall be covered by a one time, one- year warranty.

At the end of the first-year replacement plant material shall be provided by the nursery or purchased by the city unless the tree has died as a result of improper planting, maintenance, neglect, or violation of any specification noted within this document. The trees shall be installed by the contractor at no additional expense to the city. Damage resulting from vandalism or acts of God shall not be replaced under this project but shall be righted or staked as needed if salvageable.

If the Bid Alternate 1 is selected, the Warranty and Maintenance period shall extend an additional year to the following dates: Plant material shall be inspected on September 15th, 2019, March 15th, 2020, and March 1st, 2021. Necessary replacements shall be noted for installation. At the end of the second- year replacement plant material shall be purchased and installed by the contractor at no additional expense to the city from the nursery where the tree was initially purchased. Final installations shall be completed by March 15th, 2021.

3.6.7 Bid Alternate 1: Extended Maintenance

At the discretion of the City, an additional year of maintenance may be purchased at the rate provided by the Contactor. This will extend the maintenance period to March 15th, 2021. Maintenance activities as described in this document are to continue for all installed plant material. Inspections will take place in the growing season on September 15th, 2019 and again on September 15th, 2020. The final inspection shall take place on March 15, 2021. Necessary replacements shall be noted and installed during the planting season. Final installations shall be completed by March 30, 2021. *Final replacement at end of second year will require no additional year of maintenance if Bid Alternate 1 is selected.* The contractor will send a bi-weekly maintenance report (Appendix E) to the Urban Forester or designee.

3.6.8 Post-Planting Maintenance

After the tree installation has been accepted by the City, the contractor shall inspect and maintain the trees for a period of one year (or two years with bid alternate). A maintenance report shall be submitted bi-weekly to the Urban Forester or designee (Appendix E). Maintenance should include, but not be limited to; periodic watering, removal of any girdling tape, tying string, or residual trunk wrap, and re-establishing plumb in trees that have blown over or settled in at an angle.

Mulch shall be checked and replenished as needed and at the end of the maintenance period. Mulch shall be applied according to LS 4 Mulch in this document.

Fertilization and Pest Control shall be applied as needed and shall be applied in compliance with the City of Raleigh Pesticide Application Policy (see Exhibit A). Fertilizer application shall be based on soil and foliar sample results. The Urban Forester shall be notified with rates and application dates prior to application. A pesticide application report (included in the Maintenance Report) must be provided to the City and emailed to the Urban Forester or designee on a bi-weekly basis.

Applicators shall provide the Urban Forester or his assigned designee with a copy of the following:

1. Relevant North Carolina Department of Agriculture and Consumer Services (NCDA & CS) pesticide license,
2. A description of the methods proposed to be used with list of all controls,
3. Selected chemical and non-chemical (including concentrations and predicted frequency).

Only pesticides with active ingredients that appear on the PRCR Department's Approved List of

Pesticides shall be used on PRCR Department owned or controlled property. Requests for an exception shall be made in writing to the Parks Superintendent and shall be approved on a case by case basis (Appendix F).

1. Any violation of the chemical label shall constitute grounds for a stop work order and Notice of Violation and may result in contract cancellation or removal from the City approved Vendor list.
2. Violation of applicable federal and/or state law governing the use of pesticides (FIFRA, North Carolina Pesticide Laws and Regulations) can result in Class 2 misdemeanor charges, and/or civil penalties up to \$2,000.

Watering Instructions ** Very Important**

1. Commercially available water bags shall be provided by the Contractor for all trees.
2. Water bags shall be installed during the growing season and removed at the end of this period. In the case of an extended maintenance period they will be reinstalled the following growing season.
 - i. Water bags shall be checked at every visit that the emitters are clear and free of debris allowing water to flow through as designed.
 - ii. Water bags that are still full of water from the previous visit shall be emptied and refilled.
 - iii. The bag shall be lifted up at the trunk at each visit to remove trash, debris, or accumulation of soil or insects.
 - iv. The root ball shall be soaked for 3-5 minutes before re-filling the bag.
 - v. Use an adjustable hose end nozzle device to slow the flow onto the root ball to prevent disturbing soil and mulch on the root ball.
3. Watering volumes should be based upon delivery of 1” of moisture / week to the tree if precipitation does not meet that amount during the active growing season defined as **April 15th through October 15th**. This requires re-filling bags **AND** soaking the root ball at least twice per week during weeks where there is no rain.
4. Throughout that period a **watering report** (included in Maintenance Report) must be provided to the City and emailed to the Urban Forester or designee on a bi-weekly basis.
5. The watering report template is included in Appendix E.
 - i. Include rainfall totals for any week NOT watered must be generated for the area. Only if verifiable rainfall totals exceed 1” in the previous week can the contractor justify suspending watering activities.
 - ii. Watering shall be verifiable by City Urban Forestry staff either checking the crews at the time of their activity, or after the fact using moisture meters.
 - iii. Failure to adhere to these terms will result in the default of maintenance payments. Please note the Service Contract for retained compensation and security.
6. The City of Raleigh will assume responsibility for all upkeep or replacement of trees after the warranty and maintenance period.

3.6.9 Inspection and Acceptance

1. Inspection: The contractor shall notify the Urban Forester one week prior to commencement of the work. Monitoring of the work will be done by City Urban Forestry staff.
2. Inspection of the work to determine initial completion of planting activities will be made by the Urban Forester at the conclusion of the planting period upon the Contractor's written request. The request must be emailed to the Urban Forestry Inspector at Douglas.white@raleighnc.gov
3. If trees found in this inspection are deemed unacceptable by the Urban Forestry Inspector, the Contractor shall be notified in writing that the damaged trees are to be replaced with same by the contractor at no expense to the City, during the planting season at the Urban Forester's discretion. Initial acceptance of the work, and payment for the work, will not occur until after all unacceptable trees are replaced.
4. Trees shall be deemed "unacceptable" for the following reasons:
 - a) Unauthorized substitution of material took place.
 - a. Trees meant for location "x" planted in location "y"
 - b. Trees specified in contract purchased by Contractor and substitutions planted without authorization.
 - b) Defects and damage becomes evident at time of inspection, for example:
 - a. Material is dead or dying from lack of water, poor drainage, pest, pathogen or poor handling pre and/or post planting.
 - c) Trees not planted in accordance with specifications, for example:
 - a. Wire basket / burlap left on root ball.
 - b. Mulch piled too high, close, or deep.
 - c. Root flare buried in root ball.
 - d. Tree is planted above grade 2" or more.
 - e. Tree settles in/out of plumb
5. Final Acceptance of plant material shall take place after the warranty period is over and a final walk through has taken place with representatives of the contractor's firm and Urban Forestry staff present.

3.7

3.8

3.9

3.10

4 CONTRACT TERMS

4.1 Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

4.3 Assignment

This Contract may not be assigned without the express written consent of the City.

4.4 Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

4.5 Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employee's liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage

no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

4.6 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

4.7 Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor’s performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

4.8 Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

4.9 Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

4.10 Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

4.11 Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

4.12 Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

4.13 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

4.14 Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might

reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

4.15 E-Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

4.16 Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

5 Appendices

- A. Proposed Cost Worksheet
- B. Tree Planting Detail
- C. City of Raleigh Street Tree Installation 17-18 Spreadsheet
- D. Handling and Planting Instructions
- E. Maintenance Form Report Template
- F. Approved List of Pesticides

Proposed Cost Worksheet 1

1. BASE BID

Total Price for installing one hundred (100) 1.5”-4” caliper trees with one year of maintenance in locations corresponding to the **Tree Installation Spreadsheet**:

\$_____

2. BID Alternate 1: Extended maintenance period (+ 1 year)

Cost of operation in “Base Bid” with an additional year of maintenance per the Landscape Specifications “BID ALTERNATE: EXTENDED MAINTENANCE”:

\$_____ (Base bid PLUS Bid Alternate 1)

BASE BID PER UNIT COST LIST: Bidder is to complete the following columns on this page: Specifications for installation of all material to conform to standards detailed within this document. Installed Cost shall include ALL WORK described in Proposal and incorporated documents.

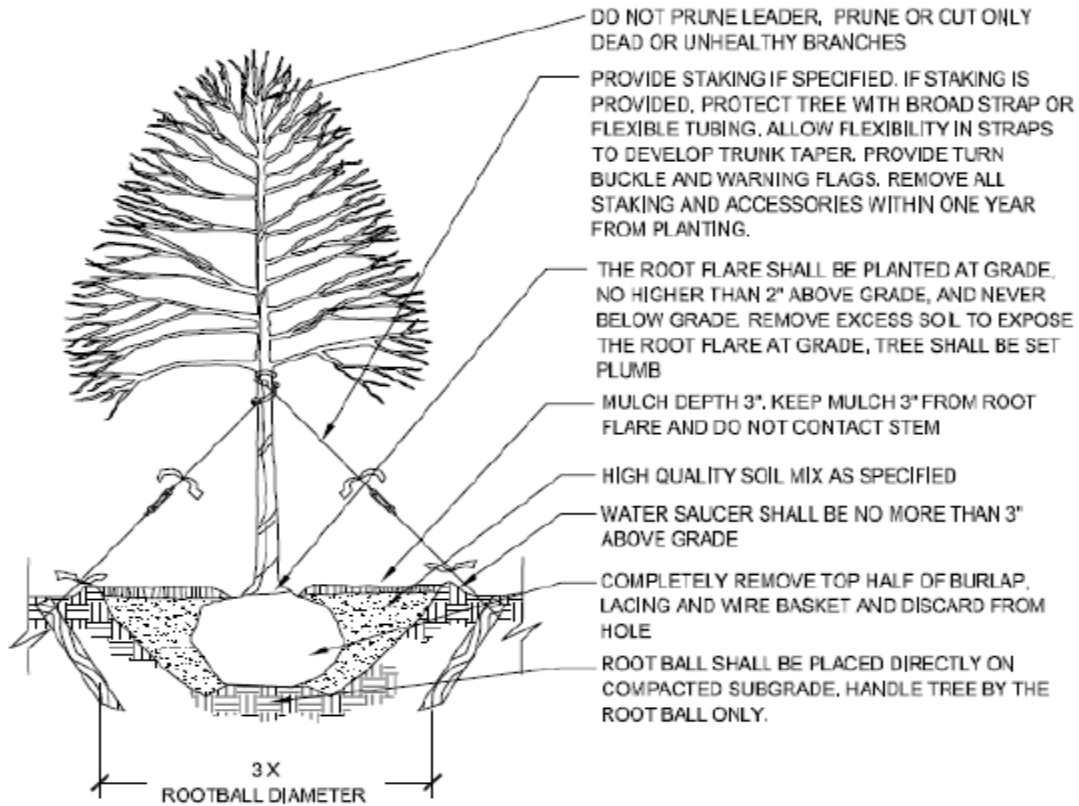
Base Bid Material corresponds to Locations listed in “Tree Replacement Spreadsheets” of this document.

A	B	C	D	E
PER TREE INSTALLATION COST (Including labor, equipment, & materials necessary for planting)	TOTAL, COST OF MAINTENANCE per Tree One year:	TOTAL COST PER TREE For Base Bid (A+B)	BID ALT 1: Total Cost of Maintenance per Tree Two years:	BID ALT 1: TOTAL COST Per Tree for Bid Alternate 1 (A+D)
\$	\$	\$	\$	\$
TOTAL INSTALLATION & MAINTENANCE FOR 100 TREES	BASE BID Total Cost Including 1 yr maintenance	\$	BID ALT 1: Total Cost Including 1 yr maintenance + Bid Alternate	\$

APPENDIX B

Provide copy to field staff

(Correction: C1, B10: Mulch 3” depth, B3: Root flare shall be at grade and no higher than 2”)



NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ADEQUATE DRAINAGE OF ALL PLANTING PITS. (POSITIVE DRAINAGE AWAY FROM PIT)
2. ADHERE TO STANDARDS IN THE CITY TREE MANUAL,
3. STREET TREES MUST BE 3" CALIPER AT INSTALLATION WITH A 5' MINIMUM FIRST BRANCH HEIGHT,
4. PLANTING SEASON OCTOBER - APRIL.
5. A TREE IMPACT PERMIT IS REQUIRED.
6. ELECTRICAL OUTLETS AND OTHER UTILITIES ARE PROHIBITED IN THE PLANTING AREA IMMEDIATELY SURROUNDING THE TREE.

CONTACT INFORMATION:

CITY OF RALEIGH PARKS, RECREATION AND CULTURAL RESOURCES DEPARTMENT URBAN FORESTER:
TREES@RALEIGHNC.GOV
WWW.RALEIGHNC.GOV

<i>CITY OF RALEIGH</i>		
<i>PARKS, RECREATION AND CULTURAL RESOURCES DEPT</i>		
REVISIONS	DATE: 9/1/13	NOT TO SCALE
TREE PLANTING DETAIL		
PRCR-03		

Appendix D: Handling and Planting Instructions (Provide to field staff)

(Correction: Mulch 3” depth, Root flare shall be at grade & no higher than 2”)

CAUTION

USE EXTREME CAUTION WHEN HANDLING TREES. USE A CHAIN CRADLE OR STRAP CRADLE ATTACHED TO ROOT BALL TO UNLOAD & MOVE TREES.

STRAPPING AND WIRE BASKET CAN BREAK OR LOOSEN. NEVER MOVE, LIFT, OR HANDLE BY ATTACHING TO OR BY PUTTING PRESSURE ON THE TRUNK.

STAND CLEAR AT ALL TIMES!

BE CERTAIN YOUR EQUIPMENT, INCLUDING STRAPS AND CHAIN CRADLES, IS RATED FOR THE WEIGHTS YOU ARE LIFTING.

THESE INSTRUCTIONS ALSO AVAILABLE IN SPANISH

HANDLING AND PLANTING **INSTRUCTIONS**

CLOSELY FOLLOWING THESE INSTRUCTIONS SHOULD PROMOTE HEALTHY TREE GROWTH & SHOULD PREVENT THE FOLLOWING CHALLENGES FROM OCCURRING:

- DEFOLIATION / HOLDING BROWN LEAVES
- FORMATION OF TRUNK-GIRDLING ROOTS
- SECONDARY PESTS (INSECTS / DISEASE)
 - TRUNK & CANOPY DAMAGE
- LEANING TREES / LOOSE ROOT BALLS
- POOR HEALTH, LACK OF VIGOR, DECLINE OR DEATH

A. UNLOADING, HANDLING, AND STAGING

1. STAGING SYSTEMS SHOULD BE PREPARED IN ADVANCE TO ADEQUATELY HOLD TREES ABOVE GROUND FOR OPTIMUM TREE HEALTH PRIOR TO PLANTING. MANY TIMES, EVEN WITH THE BEST PLANNING & COORDINATION, TREES CANNOT BE PLANTED WHEN THEY ARE DELIVERED.
2. USE EXTREME CAUTION WHEN HANDLING TREES. USE A CHAIN CRADLE OR STRAP CRADLE ATTACHED TO THE ROOT BALL TO UNLOAD & MOVE TREES. STRAPPING & WIRE BASKETS CAN BREAK OR LOOSEN. NEVER MOVE, LIFT, OR HANDLE BY ATTACHING TO OR BY PUTTING PRESSURE ON THE TRUNK. BE VERY CAREFUL NOT TO DAMAGE OR SCAR TRUNKS & BRANCHES.
3. PRIOR TO UNLOADING, PROPER MOISTURE SHOULD BE MAINTAINED IN ROOT BALLS. TRUCKS SHOULD BE STAGED IN THE SHADE PRIOR TO UNLOADING. UNLOADING TIME SHOULD BE NO MORE THAN TWO HOURS PER TRUCK.
4. IMMEDIATELY AFTER UNLOADING (NO MORE THAN ONE HOUR AFTER UNLOADING), STAND THE TREES UP. THIS WILL REDUCE THE RISK OF SUN SCALD. PROPERLY STAGED TREES ARE STANDING, UNTIED, & SPACED.
5. REMOVE THE CARDBOARD TRUNK PROTECTOR WITHIN 48 HOURS OF TREES BEING STOOD UPRIGHT TO REDUCE THE RISK OF DAMAGE.
6. MONITOR MOISTURE IN THE ROOT BALL BY PROBING THE SOIL WITH A SOIL PROBE & MANAGE SUPPLEMENTAL IRRIGATION ACCORDINGLY. BE CAREFUL NOT TO OVER OR UNDER IRRIGATE.
7. DURING COLD WEATHER PERIODS, ROOT BALLS MUST BE PROTECTED FROM FREEZING TEMPERATURES.

THESE INSTRUCTIONS ALSO AVAILABLE IN SPANISH

HANDLING AND PLANTING **INSTRUCTIONS**

B. PLANTING

1. BEFORE PLANTING, REMOVE ANY PLASTIC WRAP & ANY CIRCLING ROOTS FROM THE ROOT BALL. HANDLE TREE ONLY BY ROOT BALL & BE CERTAIN YOUR EQUIPMENT, INCLUDING STRAP & CHAIN CRADLES, ARE RATED FOR THE WEIGHT YOU ARE LIFTING.
2. EXCAVATE PLANTING HOLE AT LEAST TWO TIMES THE DIAMETER OF & 2" SHALLOWER THAN THE ROOT BALL.
3. PLACE ROOT BALL AT A LEVEL WHERE THE TRUNK FLARE WILL BE 2" ABOVE SURROUNDING FINISHED GRADE AFTER SETTLING.
4. MAINTAIN THE TREE IN A STRAIGHT & PLUMB POSITION WHILE BACKFILLING TO NO MORE THAN 1/2 THE DEPTH OF THE ROOTBALL.
5. SATURATE THE PLANTING HOLE WITH WATER AFTER BACKFILL IS 1/2 COMPLETE TO AID REMOVAL OF AIR FROM THE BACKFILL.
6. AFTER INITIAL BACKFILL, WATERING, & THE TREE IS PLUMB, THEN COMPLETE BACKFILL, SATURATE PLANTING HOLE & ADJUST ROOT BALL (IF NECESSARY) TO MAKE TREE STRAIGHT & PLUMB.
7. AFTER ABOVE ITEMS HAVE BEEN COMPLETED, REMOVE:
 - A. THE SYNTHETIC STRAP,
 - B. ANY CARDBOARD PACKAGING,
 - C. THE TOP PORTION OF THE WIRE BASKET DOWN TO & INCLUDING THE FIRST HORIZONTAL RING,
 - D. THE BURLAP FROM THE TOP PORTION OF THE ROOT BALL.
8. COMPLETE THE BACKFILL & THOROUGHLY SATURATE WITH WATER TO AID REMOVAL OF AIR FROM THE BACKFILL.
9. AFTER BACKFILL HAS SUBSTANTIALLY SETTLED & THE TREE IS STRAIGHT & PLUMB, STAKE TREE TO PROVIDE STABILITY UNTIL ROOT SYSTEM IS THOROUGHLY ESTABLISHED. CHECK STAKING AS NEEDED TO MAKE SURE TRUNK DAMAGE DOES NOT OCCUR & THAT TREE AND ROOT BALL ARE STABLE.
10. MULCH THE AREA OVER THE ROOT BALL TO A DEPTH NO DEEPER THAN 1 1/2" TO 2". KEEP ALL MULCH AWAY FROM THE TRUNK FLARE.

THESE INSTRUCTIONS ALSO AVAILABLE IN SPANISH

HANDLING AND PLANTING **INSTRUCTIONS**

C. POST-PLANTING CARE

1. MULCH THE AREA OVER THE ROOT BALL TO A DEPTH NO DEEPER THAN 1 1/2" TO 2". KEEP ALL MULCH AWAY FROM THE TRUNK FLARE. REMOVE ANY OLD MULCH BEFORE APPLYING NEW MULCH.
2. MONITOR MOISTURE IN THE ROOT BALL BY PROBING THE SOIL WITH A SOIL PROBE & MANAGE SUPPLEMENTAL IRRIGATION ACCORDINGLY. BE CAREFUL NOT TO OVER OR UNDER IRRIGATE.
3. COMPLETELY REMOVE ALL STAKING SYSTEMS AT THE APPROPRIATE TIME TO PREVENT TRUNK & STEM DAMAGE.
4. TREES SHOULD BE MONITORED FOR BORING INSECTS FOR THE FIRST YEAR AFTER INSTALLATION. PREVENTIVE PESTICIDE APPLICATIONS ARE RECOMMENDED DURING THE ESTABLISHMENT PERIOD.
5. IF FOR ANY REASON TREES NEED STRAIGHTENING AFTER THE ABOVE PROCESS, TREES CAN BE STRAIGHTENED BY CAREFULLY DIGGING OUT AROUND THE ROOT BALL, ATTACHING SEAT BELT STRAP TO THE PART OF THE WIRE BASKET THAT IS STILL INTACT AROUND THE ROOT BALL, AND LIFTING. NEVER PULL, PUSH, OR PUT PRESSURE ON THE TRUNK. WHILE IT IS NOT IDEAL FROM A COSMETIC PERSPECTIVE, IT IS BEST FOR THE HEALTH OF THE TREES TO WAIT UNTIL DORMANCY TO STRAIGHTEN TREES. THE STAKING ON THESE TREES SHOULD BE RE-ADJUSTED AFTER STRAIGHTENING THE TREES.

THESE INSTRUCTIONS ALSO AVAILABLE IN SPANISH

APPENDIX F: Approved List of Pesticides

*Generic products with equivalent active ingredients can be substituted by the Horticulturist.

* Inventory updated monthly by Horticulture staff.

POST-EMERGENT HERBICIDES			
Product Name	Formulation	Class	Department Use Restrictions
Aqua Neat	Liquid Concentrate	Cautio n	Spot Application: Post-Emergent
Basagran TO	Liquid Concentrate	Cautio n	Nutsedge Control in Ornamental Beds Only (Overspray)
Brushmaster	Liquid Concentrate	Cautio n	Eradication of vines and small trees.
Burn Out	Liquid Concentrate	Cautio n	Organic herbicide in Playground and sensitive areas
Celsius	Water Dispersible Granular	Cautio n	Control of broad leaf weeds in warm season turf
Cool Power	Liquid Concentrate	Cautio n	Ballfields, Highway and other High-Quality Turf Areas
Halosulfuron Pro	Water Dispersible Granular	Cautio n	Nutsedge control
Element 4	Liquid Concentrate	Cautio n	Control woody plants, stumps, invasives
Image 70 DG	Water Dispersible Granular	Cautio n	Overspray for Purple Nutsedge Control
Ornamec	Liquid Concentrate	Cautio n	Removal of Bermuda Grass in Zoysia turf
Outrider	Liquid Concentrate	Cautio n	Annual and perennial grass and broadleaf weeds
Plateau	Liquid Concentrate	Cautio n	Highway Turf
Power Zone	Liquid Concentrate	Cautio n	Ballfields, Highway, High Quality Turf Areas
Quinclorac 1.5L	Liquid Concentrate	Cautio n	Ballfields, High Quality Turf Areas
RoundUp QuikPro	Water Dispersible Granular	Cautio n	Spot application only, not to be used near water bodies
Ranger Pro	Liquid Concentrate	Cautio n	Spot application only, not to be used near water bodies
Revolver	Suspension concentrate	Cautio n	High quality turf areas, removal of rye grass
Segment	Liquid Concentrate	Cautio n	Overspray ornamentals for grass control
Spyder	Water Dispersible Granular	Cautio n	Control of annual and perennial grasses and weeds
Tribute Total	Water Dispersible Granular	Cautio n	Control of grasses and broad leaf weeds in Bermuda grass

Transline	Liquid Concentrate	Cautio n	Kudzu and other legumes
Speedzone Southern	Liquid Concentrate	Cautio n	Control of broad leave weeds in turf



PRE-EMERGENT HERBICIDES

Product Name	Formulation	Class	Department Use Restrictions
Gallery	Dry Flowable	Cautio n	Control of broadleaf weeds
RegalStar II	Granular	Cautio n	Ballfields and other High- Quality Turf Areas
RegalKade	Granular	Cautio n	Ballfields and other High- Quality Turf Areas
Ronstar	Granular	Cautio n	Ballfields and other High- Quality Turf Areas
Snapshot	Granular	Cautio n	Control of broadleaf weeds
Spyder	Water Dispersable Granular	Cautio n	Control of annual and perennial grasses and weeds
Spectical	Liquid	Cautio n	Ballfields and other High- Quality Turf Areas
XL2G	Granular	Cautio n	Control of broadleaf weeds
Prodiamine	Water Dispersable Granular	Cautio n	Control of grass and broadleaf weeds in turf and beds



PLANT GROWTH REGULATORS

Product Name	Formulation	Class	Department Use Restrictions
Attrimec	Liquid Concentrate	Cautio n	Selected growth control for turf
T-Nex 1AQ or Equivalent	Liquid Concentrate	Cautio n	Turf



INSECTICIDES/FUNGICIDE

Product Name	Formulation	Class	Department Use Restrictions
Advion	Granular bait	Cautio n	Mound treatment only
Imidacloprid	Granular bait	Cautio n	insecticide
TopChoice Fire Ant Killer	Granular	Cautio n	Broadcast treatment only
Demise	Powder	Cautio n	Fire ant and insect dehydrator
Misty Fire Ant Spray	Aerosol liquid	Cautio n	Fire ant control
Misty Wasp Spray	Aerosol liquid	Cautio n	Wasp and hornet control
NOTE: Equivalent substitutions acceptable			

ADJUVANTS

Product Name	Formulation	Class	Use Restrictions
Impel	Liquid Concentrate	Cautio n	Oil surfactant penetrant
Liberate	Liquid Concentrate	Cautio n	Surfactant for Aquaneat and equivalent
SURF-AC 820	Emulsifiable Concentrate	Cautio n	According to the Product Label
Methylated Seed Oil	Liquid Concentrate	Cautio n	Use with Drive Herbicide & Plateau Only
Defoamer-Brewer	Liquid Concentrate	Cautio n	Eliminates foam while mixing chemical

MARKING DYES

Product Name	Formulation	Class	Use Restrictions
Pro-Mate Spray Indicator	Liquid Concentrate	Cautio n	Allowed for training and broadcast applications inside athletic field complexes

MINERALS

Product Name	Formulation	Class	Use Restrictions
Sprint	WSP	Cautio n	For iron deficiency in ornamentals

OTHER

Product Name	Formulation	Class	Use Restrictions
--------------	-------------	-------	------------------

Liquid Fence	Liquid Concentrate	Cautio n	deer and rabbit deterrent
Burnout	Ready to use spray	Cautio n	organic, general weed control
Tank cleaner	Liquid Concentrate	Dange r	Cleaning spray tanks
Antifreeze	Liquid	Cautio n	Winterizing spray equipment only

GREENHOUSE CHEMICALS (USED BY HORTICULTURAL STAFF)

Product Name	Formulation	Class	Use Restrictions
A-rest	Liquid Concentrate	Cautio n	Nursery/Greenhouses
Aria	Powder	Cautio n	Insecticide
B-nine	Water Dispersible Granular	Cautio n	Nursery/Greenhouses
Botaniguard ES	Powder	Cautio n	Insecticide, contact fungus
Cease	Liquid Concentrate	Cautio n	fungicide spray or drench
Dipel (BT) or equivalent	Emulsifiable Concentrate	Cautio n	Insecticide
Enstar AQ	Liquid Concentrate	Cautio n	Insecticide growth regulator
Hormodin 3	Powder	Cautio n	Rooting hormone
Milstop	Powder	Cautio n	fungicide preventative curative
Molt-x	Liquid Concentrate	Cautio n	Insecticide growth regulator
Gnatrol	Water Dispersible Granular	Cautio n	Biological larvicide for Fungus Gnat Control
Rootshield	Powder	Cautio n	fungicide drench preventative
Suffoil- X	Oil	Cautio n	insecticide fungicide
Thuricide (BT)	Emulsifiable Concentrate	Cautio n	Nursery/Greenhouses
Zerotol 2.0 or equivalent	Liquid Concentrate	Dange r	Antiseptic to sanitize pots