

# REQUEST FOR PROPOSAL

For  
Professional Landscape Maintenance Services

For the City of Bradbury



March 2017

**Submission Deadline: 9:00 AM, April 28, 2017**

Please submit to: Ryan Parker-St John  
Management Analyst  
600 Winston Avenue  
Bradbury CA, 91008

## PRACTICAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

### I. Scope of Work

The City of Bradbury is seeking to enter into a Professional Services Contract with a qualified provider for general maintenance and grounds keeping of the designated areas throughout the City. These areas include:

Royal Oaks Drive North Trail - in Bradbury (not Duarte), south side only, approximately 3/4 mile, including:

- White rail fence;
- Bougainvillea, Oaks, Sycamores immediately adjacent to and south of the fence;
- Trees and shrubbery north of the fence but south of Royal Oaks Drive North;
- Multi-purpose trail, including the trail tread and bender board.

Lemon Trail – Commencing on Lemon Ave and concluding on Royal Oaks Drive North, approximately ¼ mile including:

- V-Gutter/ Catch Basins
- Multi-purpose trail

Mount Olive Entryway and Trail – Small Garden area on the Corner of Gardi Street and Mount Olive Drive and connecting trail, approximately 1 mile including:

- White rail fence
- Assorted vegetation on the street side of the white rail fence away from private property
- Vegetation within medians on Mount Olive Drive
- Multi-purpose trail

Bradbury Civic Center Property Including:

- Civic Center native landscape areas
- Back lot parking area
- Pocket Park behind City Hall

Contractor shall furnish all labor, material, equipment, tools, services, and special skills required to maintain the landscape in a pleasing manner and a state of good growth and repair including operation and maintenance of the associated irrigation system in a fully functional condition at all times throughout the contract term. Trail surfaces shall be maintained in a smooth walkable condition free of tripping hazards. Landscape maintenance service will occur twice monthly, or as deemed necessary by the City to maintain desired aesthetic.

Watering and maintenance of the automatic irrigation system, trimming/pruning, weeding, pest control, replacement of dead, dying, diseased, or seriously damaged plants, replacement of bark mulch, maintenance of gravel areas in a neat condition, and trash pickup shall be included in the Landscape Maintenance Contract, in keeping with the highest standards of quality and performance.

Hardscape surfaces adjacent to planting and gravel areas shall be kept clean, and associated gutters, drains and drainpipes free of silt and debris. Necessary replacement or repair related to breakage of irrigation equipment, or plant death or significant damage, shall be completed by the Contractor following negotiation and agreement with the City on related costs.

The Contractor shall provide Landscape Management Services for the Royal Oaks Drive North Trail, Lemon Trail, Mount Olive Drive Trail and Median, Gardi Street Entryway and Civic Center property.

All services will be delivered with exceptional customer services and shall be provided in a timely, cost effective and fully coordinated manner to ensure satisfactory completion of all responsibilities.

#### **A. Landscaping**

Contractor's maintenance crews shall be responsible for keeping all planting areas, decomposed granite surfaces, dry streambed, and adjacent paving free of debris such as papers, bottles, cans, glass, etc., as well as clippings, leaves, and pine needles. Debris shall be removed at the end of the workday once every week following routine maintenance, or as directed by the City, and disposed of legally off site.

All plant materials shall thrive without disease, pest infestation, stress, die-back, broken branches, or poor pruning. All planting areas shall be weed free. If any plants die or become significantly damaged or diseased, they may be replaced by the Contractor at the City's direction following submittal by the Contractor of the cost for replacement.

Paved areas shall be kept clean, and the site kept free of all clippings, debris, trash, mulch, and gravel. Gas-powered blowers will be allowed to clean paved areas only, and shall not be directed toward landscape areas to ensure that mulch is not blown away or damaged.

All planted and gravel areas shall be kept free of weeds and grasses, and shall be weeded as needed or directed by the City. Weeds shall be controlled so as not to reach an objectionable height and prior to flowering. Remove weeds generally by hand or mechanical means. Weed infestations of shrub and ground cover areas, if severe, may be controlled with a chemical herbicide if agreed upon by the City and the Landscape Supervisor.

All shrubs, perennials, and ground covers on the site are California native or other drought-resistant species, and will not tolerate overwatering or over pruning. Any plant materials that die as a result of overwatering or over-pruning shall be replaced in kind by the Contractor at no expense to the City.

When pruning is necessary, shrubs shall be pruned back to lateral branches or buds, or flush with trunk. Stubbing will not be permitted. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, and general containment and appearance.

Prune shrubs and perennials to retain as much of the natural informal appearance as possible, consistent with species natural form. Shrubs shall not be clipped or sheared into balled or boxed forms; power clippers shall not be used unless specifically authorized by the

City. Shrubs shall be allowed to grow together into natural groupings of like species, individual shrubs shall not be kept separated by pruning.

Flowering shrubs and perennials shall be maintained so as to maximize blooming time and quantity, and insure general health of plants. Remove dead or spent flower heads as needed to encourage additional flowering.

Remove dead or thatched foliage periodically to prevent buildup. Up to 3/4 of plant mass may be cut back if necessary to remove dead or bare branches and allow new growth. Such pruning should generally be done during the months of October through December.

Ground cover areas shall not be tilled, but raked when necessary to remove excess leaves, needles or other debris, and all debris removed from the areas the same day. Ground cover shall be kept neat in appearance and within the intended planting area by trimming.

Keep shrubs, perennials, and ground cover neatly trimmed away from the sprinkler heads to allow for proper operation and normal spray pattern.

Wood mulch shall be placed and maintained in all planter areas.

Ground covers shall be trimmed back from shrubs and trees as necessary to prevent overgrowth. Trim and edge to maintain concrete curbs and paving free of plant growth.

Dry streambed shall be cleaned of excess leaves, pine needles, and other debris using rakes, blowers, or manually at least once every two (2) months. Bottom of dry stream bed/ flow line for drainage shall be kept clear and consistent to allow for drainage, and any rocks that become displaced shall be reset.

Area drains and pipes within or adjacent to landscape areas shall be kept free of trash, silt or debris. If any drains appear to not flow freely and Contractor cannot clear them using normal hand or mechanical means, Contractor shall notify the City immediately for repair.

Trail walking surfaces shall be maintained in a manner free of erosion and tripping hazards. Eroded gullies in walking surfaces shall be refilled immediately, with backfilled material compacted by mechanical means.

Contractor shall continuously maintain recycled plastic header board edging planting and decomposed granite areas in the configuration and at the grade level that existed at the beginning of the contract. Header board to be maintained in smooth, even curves, without gaps or sudden bends; Contractor to bend, stake, splice ends together, and replace short sections (up to 20') as necessary at no additional cost to the City.

## **B. Irrigation System**

All irrigation operation, scheduling, and equipment maintenance will be done to maximize water conservation wherever possible. Excess water use in planting areas, runoff, or other activities that waste water observed by the City will be brought to the Contractor's attention for immediate remediation.

Contractor shall be responsible for day-to-day cleaning, repair, and adjustment of sprinkler heads, drip emitters and tubing, and PVC pipe 3" diameter and smaller within non-paved

areas. If larger irrigation equipment or pipe requires major repair or replacement, it shall be done by the Contractor at the City's direction following submittal by the Contractor of the cost for replacement. Such work shall be performed under separate invoice.

The Contractor's Supervisor shall inspect and examine the sprinkler system while water is on a minimum of one time per month. Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced.

Contractor's maintenance personnel shall be responsible for adjusting height of sprinklers as necessary to compensate for plant material growth and settlement of heads. Sprinkler heads shall be kept clear of overgrowth that may obstruct maximum operation.

Automatic controller will be kept locked at all times.

The irrigation system shall be continuously repaired and adjusted as needed to maintain plant health without excessive run-off, overwatering, or overspray. If necessary, nozzles shall be replaced with those of a different pattern or radius for optimum spray pattern and appropriate horizontal coverage at no additional cost to the City.

Maintenance personnel will keep irrigation systems, sprinkler heads, and drip emitters operating at manufacturer's recommended operating pressures and radius patterns. This will be accomplished by valve throttling and adding pressure compensation screens (PCS) to nozzles as needed to adjust throw; changing radius by turning adjustment screws on heads is not allowed.

Maintenance personnel will avoid manual activation of automatic valves in valve boxes.

Drip systems shall be flushed, debris removed, and filters cleaned at least once per month. Any defective emitters or tubing shall be replaced by the Contractor at no additional cost to the City.

### **C. Debris Cleanup**

All landscape areas shall be inspected on days of service and excess debris removal. Gardening debris, generated from the Contractors work, shall be removed from paved areas on days of service. All "green waste" collected throughout the City by the Contractor through this Scope of Works shall be disposed of through the Green Waste Bin located at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA.

### **D. Emptying Trash cans**

Trash cans located on the Royal Oaks Drive North Trail, Mount Olive Drive/Gardi Street Entryway, and the Civic Center shall be emptied weekly during the regular service day. Trash bags used in designated trash receptacles shall be supplied by the Contractor.

### **E. Optional Additional Services**

If required due to death or significant damage or disease, shrubs, vines, and perennial plants shall be replaced with new one (1) gallon sized plants of the same species unless otherwise specified by the City. Cost of plant replacement to be submitted by the Contractor and approved by the City prior to plant purchase and installation.

Some perennial plant species have a limited lifespan and require occasional replacement, on average every three to five years but varying by species. Contractor shall anticipate replacements necessary as plants start to decline, submit costs and recommended schedule for replacement, and replace plants as directed by the City.

All replacement planting shall take place between November 1 and April 30 unless otherwise directed by the City. If plants die during the non-planting season, replacement planting is to be postponed until the planting season.

All irrigation equipment used to replace items that are broken, defective, or not functioning properly shall be of identical design, model, and manufacturer, unless otherwise specified by the City.

The following specifications are provided for replacement of PVC plastic pipe and fittings:

- Lateral lines (non-pressure pipe), all sizes: PVC Schedule 40 S.D.R. pressure rated, ASTM D-1785, solvent weld type.
- 3" and smaller diameter pressurized main lines: PVC class 315.
- Larger than 3" diameter pressurized main lines: PVC schedule 80.
- Plastic pipe fittings and connections - PVC Schedule 40 for non-pressure lateral lines, and PVC Schedule 80 for pressurized mainlines.

Costs for major repair or replacement of irrigation equipment over and above routine maintenance as described in Section I.B above shall be submitted in advance by the Contractor and authorized by the City prior to repair or replacement. If irrigation system repairs occur in paved areas, City will coordinate and be responsible for removal and replacement of concrete, asphalt, curbs, etc.

Costs for replacement or addition of 2" thick by 6" wide recycled plastic Header board in excess of 20' lengths shall be submitted in advance by the Contractor and authorized by the City prior to installation. Header board shall match existing in all dimensions, color, and material; City can provide material specifications at the Contractor's request. Methods of staking and splicing header board to match existing installation; top edge to be even not exceeding 1/2" above adjacent surface of mulch or decomposed granite.

## **II. Protection of Existing Structures and Property**

The Contractor shall use all reasonable caution to prevent waste, damage, or injury to any structures, vegetation, monuments, utilities or other infrastructure in the performance of its obligations under this Agreement. The Contractor shall be solely responsible for any damage to or destruction of the any structures, vegetation, monuments, utilities or other infrastructure caused by the acts, willful or otherwise, of the contractor's officers, employees, or agents.

The Contractor shall verbally report to the City Manager (or designated representative) within 12 hours of the discovery or occurrence of any damage to or destruction of any structures, vegetation, the monuments, utilities or other infrastructure whether or not caused by the Contractor, any vandalism, any repair or maintenance needed to be performed by the City for which the contractor is not obligated under the contract.

The contractor shall also report such matters in writing to the City Manager (or designated representative) within five (5) business days of the discovery or occurrence thereof.

### **III. City Assignment Discretion and Arrangement**

The Contractor shall in coordination with City staff create a maintenance schedule/ routine. The City shall maintain the right to reassign or modify the normal work schedule of the contractor within the allotted time frame to best accommodate the needs of the City. The City may assign the contractor to address certain areas as part of or instead of normal scheduled maintenance work. Contractor shall maintain flexibility when assigning crews and adhere to the discretion of the City priorities.

### **IV. Indemnification**

The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement 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 active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## **V. Insurance**

During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or that described Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos."

Worker's Compensation insurance if and as required by the laws of the State of California.

Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).



Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.

All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

Any employees using vehicles must possess a valid California drivers' license and certificate of automobile insurance for personal liability.

#### **VI. Prevailing Wage Law**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

#### **VII. Agreement Form**

Bidders are directed to review the attached sample Professional Services Agreement. The successful bidder must be able to continuously meet all requirements of the sample agreement and this RFP.

#### **VIII. -Proposal Submittal**

All proposals must be received by April 28, 2017 prior to 9:00 AM. Proposals may either be submit via email to [RParker@cityofbradbury.org](mailto:RParker@cityofbradbury.org) or they can be mailed to:

Ryan Parker-St John  
City of Bradbury  
600 Winston Ave  
Bradbury CA, 91008

Please include the following on the cover page of your submission:

Name of firm  
Contact Person  
Proposal Amounts  
Insurance  
Authorized Signatures

Please Provide Bid Amounts in the following format:

Landscape Maintenance Service per section A, B, C, D, and E in Section 1 of this contract for

<u>Area</u>	<u>Cost per Month</u>
<u>1. Royal Oaks Drive North Trail</u>	_____
<u>2. Lemon Trail</u>	_____
<u>3. Mount Olive Drive Entryway and Trail</u>	_____
<u>4. Bradbury Civic Center</u>	_____
<u>Total Monthly Cost</u>	_____

Attach Listing of other available Landscape Maintenance Services and Costs

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
State Contractor's License No. \_\_\_\_\_ License Classification

Name of Person Authorized to Submit Bid:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide at least three (3) references:

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

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