



CITY OF CLAYTON REQUEST FOR PROPOSALS

DIABLO ESTATES OF CLAYTON BENEFIT ASSESSMENT DISTRICT

LANDSCAPE SERVICES

Release Date: May 25, 2023
Closing Date: June 15, 2023, at 5:00 p.m.

Contact Person: Larry Theis, City Engineer
6000 Heritage Trail
Clayton, CA 94517
(925) 890-9732
larryt@claytonca.gov

All proposals to be received by 5:00 p.m. PST on June 15, 2023, by email as listed above.

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified email address by the specified date and time.

REQUEST FOR PROPOSALS

DIABLO ESTATES OF CLAYTON BENEFIT ASSESSMENT DISTRICT LANDSCAPE SERVICES

INTENT

It is the intent of these specifications, terms, and conditions to seek proposals from contractors to provide landscape services for the City of Clayton's Diablo Estates of Clayton Benefit Assessment District (DECBAD). References to "City" shall mean the City of Clayton. The City reserves the right to award any combination of services or reject all Proposals.

SCOPE OF SERVICES

Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

DECBAD was formed to collect assessment annually from neighborhood homes to fund the maintenance and operation of landscaping, street lighting, drainage, and stormwater treatment improvements. DECBAD is approximately 19-acres and generally southwest of Regency Drive, northeast of Rialto Drive, and along Seminary Ridge Place (however, not all 19-acres is included in the landscape scope of work). The area for this scope of work is the strip of ornamental landscape area adjacent to the sidewalks along Regency and Rialto Drives. The strip of land is variable in width (but generally 25 feet wide, more or less, from the back of sidewalk) and is delineated by an open wire fence except along the frontage of Lot 9 where it is delineated by a wooden "Good Neighbor" fence.

Please see Attachment A for scope of services. Please see Attachment B for drawings.

SCHEDULE

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

Proposal Timeline (all dates 2021 and subject to change)		
Date	Time	Activity
May 25, 2023	By 5:00 PM	RFP Issued
June 8, 2023	By 5:00 PM	Questions regarding RFP Due to larryt@claytonca.gov
June 12, 2023	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff (Addendum may include revisions and/or responses to RFP/ Questions)

June 15, 2023	By 5:00 PM	<u>Proposal Due Date</u> Submittals to: City of Clayton larryt@claytonca.gov
July 3, 2023*	N/A	Top Rated Contractor Notified, Interviews scheduled if needed
July 2023-August, 2023*	N/A	Contract Negotiation and Reference Checks
August/September 2023*	N/A	City Council Approval of Purchase Order (Service)
September/October 2023*	N/A	Contract Award, Signing, Commence work
Contact person for the above RFP: <u>Larry Theis</u> Email: larryt@claytonca.gov		

*dates subject to change

PROPOSAL SUBMISSION

1. Proposals should be submitted in pdf form via email to the City Engineer at: larryt@claytonca.gov .
2. Proposals must be received at the email address listed above no later than 5:00 p.m. PST, June 15, 2023. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.
3. All proposals and documents submitted become the property of the City of Clayton.
4. All costs of preparing the proposal shall be borne by the proposer.
5. Proposals shall be honored by proposer for a period of ninety (90) days from the proposal due date.

PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter
 - a. Firm/entity name, including contractor license number
 - b. Brief description of the firm/entity
 - c. Contact person, address, and telephone number
 - d. Identify any sub-contractors
2. Proposal
 - a. The proposal shall be limited to no more than 10 pages (8 ½" x 11 equivalent). Resumes and cost proposals (base or rate sheet) will not count toward the page limit.
 - b. Firm information including type of organization, location of principal

- office(s), years in business, number of employees, professional registrations and affiliations, and other pertinent information
- c. Names and roles of personnel who will provide services to the City
- d. Resumes of personnel who will provide services to the City
- e. Response to Scope of Work and planned approach to meet the needs of the City
- f. List of similar projects completed and the contact information for at least three project references
- g. Schedule of key dates as proposed herein or as modified by proposer
- h. Any proposed modifications or objections to the standard City Purchase Order (Service) an example of which is attached to the RFP.
- i. Cost of services
 - i. Base (annual total with monthly and per occurrence breakdown)
 - ii. Rate sheet for additional work as directed by the City
 - iii. All employees must be paid according to general prevailing wage laws.

GOOD STANDING REQUIREMENTS

Proposing firms, their principals or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposing firms required to be registered with the California Secretary of State must be so registered and in good standing at the time of proposal submission and at all times thereafter if selected by the City.

The selected proposer will be required to obtain a City of Clayton business license and keep it current during the period of performance on the contract resulting from this RFP.

Selected Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.

EVALUATION OF PROPOSALS

1. The City will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:

Criteria	Points
Experience in similar projects (completed in the last 5 years)	10
Qualifications of key project personnel	10
Schedule	5
Process/approach to completing project	15
References for similar projects	10
Cost effectiveness of proposal	50

2. Based on these criteria, a single successful contractor may be selected. If contractors are short-listed, the top-ranked contractors will be interviewed by the City. Upon completion of the interviews, the selection committee will make a final ranking of the contractors. The City Council will then be requested to approve the award of the contract to the top-ranked contractor and authorize the City Manager to execute the contract.
3. The City will exercise its discretion in selecting a contractor that, in the sole judgment of the City, best serves the interest of the City.
4. The City reserves the right to waive minor irregularities in any proposal, to reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, to modify and reissue the RFP, or to cancel the RFP.

PROTEST

Any contractor that submitted a proposal may protest another contractor's proposal by submitting said protest and the reasons before the City Council.

PROPOSALS AS PUBLIC RECORDS

All responses, including the accepted proposal and any subsequent contract, become public records, per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal and present such information separately as part of your response package.

SAMPLE PURCHASE ORDER (SERVICES)

The selected firm will be required to sign a purchase order with the City of Clayton substantially similar to that attached hereto as Attachment C.

Attachments:

- A: Scope of work
- B: Landscape boundary drawings
- C: Sample Purchase Order (Services)

EXHIBIT "A"
SCOPE OF SERVICES

MANAGEMENT SERVICES

The management duties to be included in this contract shall generally include, but not necessarily limited to, the following:

- a) Contracting with, overseeing and being responsible for, various State-licensed contractors as needed to complete the maintenance services specified below. Consultant shall provide copies of all executed contracts (including detailed scopes of work, and work, manpower and payment schedules) and contractor insurance certificates;
- b) Periodic (at least monthly) inspections of the landscape to verify current conditions and to ensure satisfactory performance of the work covered in this scope of services; and
- c) Preparation and submittal of a monthly report to the City Engineer or their designee describing the findings of the periodic inspections, the maintenance work completed that month and anticipated for the following month.

COMMON LANDSCAPING (ALONG REGENCY AND RIALTO DRIVES)

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

The area for this scope of work is the strip of landscape area adjacent to the sidewalks along Regency and Rialto Drives. The strip of land is variable in width (but generally 25 feet wide, more or less, from the back of sidewalk) and is delineated by an open wire fence except along the frontage of Lot 9 where it is delineated by a wooden "Good Neighbor" fence.

Along with the perimeter fencing, the improvements include trees, shrubs, groundcover and a complete automatic irrigation system. In addition, a subdivision entry monument has been constructed on Lot 8. All of the land covered by the improvements has been encumbered by a recorded landscape maintenance easement in favor of the City of Clayton.

Detailed Scope of Work

Maintenance of the Common Landscaping shall occur twice a month (approximately every two weeks).

Trees

The scope of normal tree care shall include, but not be limited to, the following:

- Pruning will be performed under the direction of a qualified maintenance supervisor using appropriate tools and equipment in general accordance with industry standards. Pruning shall promote structural strength and accentuate the plants natural forms and features within the limitation of space.
- Trees stakes and guides will be checked regularly and removed or replaced as necessary.
- Minor pesticide application.
- Tree pruning/trimming of trees as needed that are up to 12 feet tall. (Trees that are over 12 feet tall will be structurally pruned by tree trimming company as needed for safety reasons with prior City Engineer approval separate cost.)
- Insect and disease control including pest control spraying.
- Deep root feeding on an annual basis.
- Replacement of dead trees.

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Shrubs and Groundcover

The scope of shrub and groundcover care shall include, but not be limited to, the following:

- On a continual basis, shrubs shall be checked for appropriate pruning and thinning, shearing or hedging. Hard pruning or cutting back will be done in winter to allow new growth or flushing out during the oncoming spring season.
- On a continual basis, ground covers shall be checked for proper coverage within the planting areas, and general health and condition. Required mowing or shearing of ground covers will be done in the winter to allow new growth during the spring season.
- Shrub pruning, thinning and trimming shall be accomplished on a regular basis to maintain a neat appearance.
- Shrubs shall be pruned to promote strength and accentuate the shrubs natural forms and features, minimize balling, shearing, etc.
- Ground covers shall be mowed on an annual basis as necessary.
- Plant material shall be fertilized on a regular basis before showing any sign of nutritional deficiencies.
- Minor pesticide application.
- Replacement of dead shrubs and groundcover plantings.

Irrigation

The scope of the irrigation check shall include, but not be limited to, the following:

- The system shall be routinely checked twice each month.
- Adjust programming to apply water in accordance with plant requirements based upon weather and soil conditions, and to minimize water runoff.
- Clean and adjust the sprinkler heads and nozzles as needed. Adjust spray patterns to ensure coverage and prevent overspray on to the paved areas and buildings.
- Remote control valves shall be checked for proper operation. Valve boxes shall be cleared on top and clean on the inside.
- Minor irrigation repairs (e.g., pipe cracks, joint leaks, damaged spray heads or nozzles, etc.) shall be repaired immediately. The need for more significant repairs shall be brought to the attention of the City Engineer for authorization prior to the work being undertaken.

Optional Tasks

- Fencing –open wire lower slope fence/gate - repair and maintenance / replacement as needed. The fencing work shall be brought to the attention of the City Engineer for authorization prior to the work being taken.
- Entry Monument sign – repair and maintenance as needed. The repairs shall be brought to the attention of the City Engineer for authorization prior to the work being undertaken.
- Other landscaping tasks – Shall be brought to the attention of the City Engineer for authorization prior to the work being taken.

ATTACHMENT B - LANDSCAPE BOUNDARY MAP



CITY OF CLAYTON – PURCHASE ORDER (SERVICES)

Account No.	Req. No.	Purchase Order No. Order Date: Delivery By: Buyer: Phone Number: E-mail:	Remit to: City of Clayton
CONTRACTOR Attn: _____		CITY OF CLAYTON	

This Purchase Order is subject to the attached terms and conditions.

Services:

[INSERT DESCRIPTION OF SERVICES TO BE PURCHASED OR ADD REFERENCE TO ATTACHMENT INCLUDING DETAILED DESCRIPTION OF SERVICES]

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the City of Clayton ("City") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. City shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 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 Work is 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal

Environmental and Safety Regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01, naming City as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by City.

6. Indemnification. The Contractor shall indemnify and hold harmless City, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to City and City's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

7. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

8. Termination. City may terminate or abandon any portion or all of the work for any or no reason by giving 10 calendar days written notice to Contractor. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. City

CITY OF CLAYTON – PURCHASE ORDER (SERVICES)

shall pay Contractor the reasonable value as determined by City of any portion of the work completed prior to termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work, and shall not be entitled to damages or compensation for termination of work. Contractor may terminate its obligation to provide further work under this Contract upon 30 calendar days' written notice to City only in the event of City's failure to perform in accordance with the terms of this Contract through no fault of Contractor.

9. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than City and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of City, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor shall become an employee of City. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

10. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to City.

11. Changes. By written notice, City may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to City by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or City shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

12. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

13. Damage to City Facilities. Damage to City or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the City.

14. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

15. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.