



City of
Temple City

REQUEST FOR PROPOSAL
Landscape Maintenance Services

Proposals Due

May 13, 2011 6:00 p.m.

City of Temple City
9701 Las Tunas Drive
Temple City, CA 91780
Attn: Cathy Burroughs

(626) 285-2171

LANDSCAPE MAINTENANCE SERVICES

STATEMENT OF WORK

The City of Temple City (City) requests bids for the operation and management of landscape maintenance services in the City's public rights of way.

SECTION I – SCOPE OF WORK

Contractor shall provide all the necessary personnel, materials, equipment, transportation and safety apparatus required for a complete maintenance service of, and upon, the improved areas of public property in the City of Temple City, California as identified below:

1. Baldwin Avenue street median island from north City boundary to south City boundary.
2. Santa Anita Avenue street median island from north City boundary to south City boundary.
3. The street median island located at the intersection of Encinita Avenue and Broadway.
4. Rosemead Boulevard street median from Broadway to Hermosa Drive.
5. Las Tunas Drive street median from Muscatel Avenue to Sultana Avenue.
6. Lower Azusa Avenue median island from Ellis Lane to Agnes Avenue.

Materials to be supplied by and labor performed by Contractor in the ordinary maintenance of the landscaped areas shall consist of the following:

Water Irrigation Systems

1. Maintain and repair water irrigation systems to assure adequate and proper operation at all times, including weekly testing and adjustment of sprinkler heads.
2. Adjust watering days and duration to provide adequate moisture necessary for the healthy condition of all organic materials.
3. Repair damaged/failed components of the irrigation system immediately. With prior approval, the City may pay additional labor and material expenses for major repairs.

Mowing and Edging

1. Turf areas shall be mowed and edged weekly, or as often as shall be required to maintain a height of 1½".
2. Turf shall be raked or otherwise cleaned to maintain a neat appearance at all times.

Fertilizing, Weed, and Pest Control

1. All turf areas shall be fertilized twice a year with a balanced organic fertilizer provided by Contractor.

2. Selective herbicides, provided by Contractor, shall be applied as necessary to prevent the growth of crabgrass and broadleaf weeds.
3. Insecticides, provided by Contractor, shall be applied as necessary to prevent infestation of insects that are injurious to organic landscape materials.
4. The City shall approve the selection and application of any pesticide prior to its use.

Lawn Reseeding

1. All turf areas shall be over seeded every October with annual rye grass supplied by Contractor, at a rate of twenty (20) pounds per 100 square feet.

Plant Replacement

1. Contractor shall replace, at his expense, any tree, shrub, turf, or other landscape material that dies due to Contractor's negligence. Any tree, shrub, turf or other landscape material that dies from reasons other than Contractor's negligence will be replaced by Contractor and the City's expense.

Traffic Controls and Barricades

1. The Contractor shall provide satisfactory warning devices that meet the requirements of the California Occupational Safety and Health Act (Cal-OSHA) for safe traffic control and protection of workers when and where required at all times in the performance of this contract.

Miscellaneous Items

1. The Contractor shall remove and dispose of all grass and shrub clippings.
2. Nuisance conditions caused by the Contractor's work shall be avoided.
3. Each working crew shall have a responsible lead worker that can represent the company to discuss work items with a City representative on a monthly basis, or at intervals to be determined by City.
4. Trees shall be pruned only as approved by the City Manager or his designated representative.
5. Contractor shall be responsible for keeping curb, gutter, and hardscape areas free of weeks and debris.
6. Contractor's work force must be property attired and wear and use all appropriate safety equipment in accordance with Cal-OSHA at all times during the performance of this contract.
7. All equipment used by Contractor in the performance of this contract must meet all Cal-OSHA requirements.

SECTION II – LIABILITY AND INSURANCE

During the performance of the duties outlined in the specifications of this Request for Bids, the successful bidder shall procure the following insurance, which shall be full coverage insurance not subject to self-insurance provisions, except for vehicle collision insurance and comprehensive automobile coverage and shall not, of the contractor's initiative, cause such insurance to be cancelled or materially altered during the contract term:

- A. COMPREHENSIVE GENERAL LIABILITY INSURANCE to include premises, operations, contractual liability and personal injury liability with at least the following combined single limits of liability:

1. Primary Bodily Injury Liability limits of at least \$1,000,000 per occurrence;
2. Primary Property Damage Liability limits of at least \$1,000,000 per occurrence.

- B. VEHICLE INSURANCE to include owned, hired and non-owned vehicles with at least the following combined single limits of liability:

1. Primary Bodily Injury Liability limits of at least \$1,000,000 per occurrence;
2. Primary Property Damage Liability limits of at least \$1,000,000 per occurrence.
3. Uninsured Motorists, Medical Payments, and Collision and Comprehensive Physical Damage Insurance covering the actual cash value of each vehicle.

Any deductible will be the responsibility of the Contractor. Insurance is to be placed with insurers which are "admitted" in the State of California and have a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- C. WORKER'S COMPENSATION INSURANCE shall be maintained by the Contractor as required by law.
- D. Prior to commencement thereof, and except for Worker's Compensation and Employer's Liability Insurance, the successful bidder shall furnish a complete copy of each insurance policy and a Certificate of Insurance thereof to the City of Temple City, which shall certify that the Contractor's insurance policy provides as follows:
1. The City of Temple City, its employees, agents, and officers shall be named as an additional insured on all insurance with respect to performance hereunder.
 2. The coverage shall be primary as to any other insurance with respect to performance hereunder.
 3. Such policies shall provide that they may not be cancelled without at least thirty (30) days written notice to the City of Temple City.

SECTION III - INDEMNIFICATION

Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and

costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The Contractor shall, at his own expense and risk, defend any legal proceedings that may be brought against the City of Temple City, its Council, officers, agents or employees therein, within the provision of the above stated insurance.

SECTION IV - TERM OF AGREEMENT

The Agreement awarded to the successful bidder under this Request for Bids shall be for the period beginning July 1, 2011 and ending on June 30, 2013. The Agreement may be extended for an additional year up to two years upon the mutual consent of both parties.

TERMINATION

The City of Temple City, or the Contractor, may terminate this agreement at any time during its term, upon thirty (30) days prior written notice to the other party without further liability of any sort.

SECTION V - INDEPENDENT CONTRACTOR

While engaged in carrying out and complying with the terms and conditions of the duties outlined in this Request for Bids, the Contractor is an Independent Contractor not an Officer, Agent or Employee of the City of Temple City. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the City of Temple City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this contract and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and similar matters.

All services to be rendered by the Contractor shall be subject to the control of the City. Contractor shall advise City of matters of importance and make recommendations when appropriate, however final authority shall rest with the City.

SECTION VI – SUBMITTAL REQUIREMENTS

A summary of the bidder's relevant background experience should be provided. Include other governmental agencies and private clients as references and a contact person for those clients, as well as a brief description of the work performed. All bids must include a copy of the work plan clearly showing how the tasks stated in the Scope of Work will be accomplished. Bids should also include the name and title of the individual that will be the primary contact for this contract.

The cost proposal must include a firm monthly fee for Year 1 (July 1, 2011 – June 30, 2012) and Year 2 (July 1, 2012 – June 30, 2013) that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.

Note: It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.

Proposals must be in sealed envelopes with "Temple City Landscape Maintenance Service Bid" clearly marked on the outside and must be received by the City **no later than 6 p.m. on Friday, May 13, 2011**. Proposals shall be addressed to:

City of Temple City
9701 Las Tunas Drive
Temple City, CA 91780
Attn: Cathy Burroughs

SECTION VII – AWARD OF CONTRACT

All bids, once they are opened and declared, are subject to review, acceptance or rejection by the City Council for a period not to exceed 30 calendar days. The City reserves the right to reject any or all bids and waive any irregularities or informalities in any bid.