



City of Villa Park Request for Proposal

Landscape Maintenance Services

The City of Villa Park is requesting proposals for Landscape Maintenance Services for select City medians and parkways. City medians and parkways selected for maintenance are described below. The City Council will consider qualified responses at the June 24, 2008 City Council meeting and it is expected that the contract will commence July 1, 2008. Your company is invited to submit a proposal based upon your demonstrated ability to work with a municipality and to provide service at multiple right-of-way locations.

DESCRIPTION: Request for Proposal for Landscape Maintenance Services in select public right of way areas to include designated medians, parkways and greenbelts.

TERM: The length of the proposed contract is for three (3) years, renewable for two (2) additional two (2) year terms not to exceed a total contract term of seven (7) years.

CONTRACT START DATE: The City Council will consider the award at the June 24, 2008 City Council meeting. The proposed start date for the contract is July 1, 2008.

PROPOSAL DUE DATE: All proposals are due to the City of Villa Park no later than **4 PM on Wednesday, June 11, 2008**. The City of Villa Park is located at:

17855 Santiago Boulevard
Villa Park, CA 92861
(714) 998-1500

Proposals submitted after this time will not be considered.

SELECTION CRITERIA: A contract will be awarded based upon the following criteria: price quote, equipment inventory, the organization's demonstrated ability to provide the described services in the designated City rights of way, and positive references or letters of recommendation. The City of Villa Park reserves the right to reject any or all proposals, waive informalities, and make an award in the best interest of the City.

LOCATION: Location of the Landscape Maintenance work is on Villa Park Road, the Wanda Parkway/Fitschen Ranch Parkway, and landscaped medians on Ridgewood Lane, Wildwood Way, Ludwig Street, Briley Way, Verde Lomas Way and Via Bravo. (Exhibit C)

SCOPE OF WORK: The City of Villa Park requires landscape maintenance per the following (Full description attached as Exhibit A):

The Villa Park Road medians. Villa Park Road medians from Wanda Road to Lemon Street. The medians must be mowed and edged weekly. The hardscape must be kept weed free. All landscaping, to include shrubs, plants and trees must be trimmed and maintained as needed and kept within the bounds of the median. Trees and branches must be physically inspected so that no branch extends into the driving corridor from the side or above. The decorative planters must be maintained weed free.

Wanda Parkway/Fitschen Ranch Parkway. This area must be mowed and edged weekly. All planter areas must be maintained weed free. Trimmings must be blown/swept up to prevent unnecessary debris from remaining on sidewalks or entering the storm drains.

Various landscaped medians. The following landscaped medians must be maintained: Ridgewood Lane, Wildwood Way, Ludwig Street, Briley Way, Verde Lomas Way and Via Bravo. Trimming is to occur twice a year for the natal plum and the eighty-one (81) Ficus trees. Planters are to be inspected weekly for weeds or outgrowths that may enter the driving lanes.

The contract does not include the following City provided services: Fixing of irrigation, pruning, trimming of City street trees (separate contract), fertilizing, other landscaped medians not specified.

PROPOSAL SUBMITTAL REQUIREMENTS: Proposers shall submit by the deadline the Proposal Submittal Form as attached (Exhibit B). Two (2) copies of the package, to include the Proposal Submittal Form, one with original signature, shall be submitted. Proposal shall be submitted expressed as a lump sum amount for work described. Exhibit D is a draft version of the contract and is not to be filled out. Required insurances per Exhibit E shall be included in the proposal package.

PROPOSAL QUESTIONS: Questions regarding this proposal shall be addressed to Ken Domer, City Manager at the address above or via email at kdomer@villapark.org.

Attachments –

- Exhibit A – Landscape Maintenance Services Scope of Work
- Exhibit B – Proposal Submittal Form
- Exhibit C – Location Map
- Exhibit D – Draft Contract as Example. Not to be Filled Out.
- Exhibit E – Insurance Requirements

CITY OF VILLA PARK LANDSCAPE MAINTENANCE SERVICES

Turf Areas

- Mowing and Weed Control

Plant and Shrubbery Areas

- Weed Control
- Shrub Pruning and Planter Detail
- Tree Trimming (within traffic zone for traffic safety)

Residential Street Medians

- Weed Control
- Shrub Pruning and Tree Trimming

Areas of Landscape Maintenance Responsibility

Villa Park Road	All Medians, Wanda Road to Lemon Street
Wanda Road	Linear Park, Villa Park Road to Collins Avenue
Wanda Road	Park at Collins Avenue
Fitschen Ranch Road	Westerly parkway, Lincoln Street to Collins Avenue

General items:

Villa Park Road medians. The Villa Park Road medians must be mowed and edged weekly. The hardscape must be kept weed free. All landscaping, to include shrubs, plants and trees must be trimmed and maintained as needed and kept within the bounds of the median. Trees and branches must be physically inspected so that no branch extends into the driving corridor from the side or above. The decorative planters must be maintained weed free.

Wanda Parkway & Park/Fitschen Ranch Parkway. This area must be mowed and edged weekly. All planter areas must be maintained weed free. Trimmings must be blown/swept up to prevent unnecessary debris from remaining on sidewalks or entering the storm drains. Tree trimming is excluded for these areas.

Ridgewood Lane	All medians on identified streets to include approximately 81 shaped Ficus trees and Natal Plum shrubs. Trimming and pruning is to occur twice a year.
Wildwood Way	
Colony Circle	
Ludwig Street	
Briley Way	
Verde Lomas Drive	
Via Bravo	

Tree Trimming

- Tree trimming shall be limited to portions of the tree within the traffic safety zone, that is, the zone from ground level up to a height of 15' for trees exceeding 15' in height.
- Citrus trees are included in the tree trimming requirements. Pine and other trees exceeding 15' are not included in these requirements as they are handled through another contract.
- All dead wood shall be removed.
- All suckers, ivy, and miscellaneous growth shall be removed from the trunk of the tree and at least 18 inches from the base of the tree.
- All erratic growth shall be removed to give the tree a pleasing appearance.
- All trees shall be raised and thinned to give a pleasing appearance.
- Tree limbs shall be trimmed for clearance to a height of 15' (measured from street side). Trimming shall be done in a uniform manner, so as to provide the tree with a symmetrical and pleasing appearance.
- Trimmers on any one section of the street shall be limited to a single crew so as to allow for uniformity on that street.
- To allow for coordinated trimming of trees throughout the area to be trimmed, both sides of any section of the street shall be trimmed before moving to another street for trimming.
- Contractor will distribute tree trimming notices to each resident on the street that will be trimmed the day prior to trimming.
- The City Manager or designated representative shall be the sole judge in determining if the Contractor has met all trimming requirements.
- The Contractor agrees to trim said trees in accordance with a signed agreement, the laws of the State of California, the ordinances and regulations of the County of Orange and the City of Villa Park, and the Standard Specifications for Public Works Construction.

Mowing and Turf Maintenance

- Prior to mowing, remove all trash and debris from turf areas.
- Mow turf areas weekly to a height of one and one-half inches from April through December and to a height of one inch from January through March.
- Trim all areas which cannot be mowed due to physical obstructions every other week. Trimming shall include all grass along wall, fences, curbs, sidewalks, and around trees, shrubs, poles, guy wires, and other physical obstructions. In addition to or in lieu of trimming, contact herbicides approved by the Department of Agriculture and the City of Villa Park may be applied around the base of trees and adjacent to fences and buildings. Herbicides sprayed around the base of trees and adjacent to fences and buildings. Herbicides used along fences and buildings are not to be applied more than six inches away from the base of such fences or buildings.
- Perform weeding as needed.
- Provide labor for replacing damaged irrigation items.

- Provide labor to fertilize turf areas.
- Report graffiti to City on first observation.
- Maintenance shall be accomplished in accordance with a schedule approved by the City Manager or his designee. Where inclement weather, in the opinion of the City Manager or his designee, prevents adherence to the regular schedule for two or less days in a given week, the areas so effected by the inclement weather shall be mowed or trimmed within the following one week period from the date of the scheduled mowing or trimming without the interruption of the regular schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.
- In the event the Contractor is prevented from completing maintenance as provided in the schedule because of reasons other than inclement weather, he shall be required to complete these services so deferred prior to the next regular scheduled date, or give the City credit for work not so performed at the rate specified in the Agreement.
- Contractor shall immediately correct and/or report to the City any and all problems or conditions which may tend to create unsafe or hazardous conditions within the public areas maintained by the Contractor. The Contractor shall be liable for any claim arising from failure to correct and/or report said conditions.

CONTRACT DOES NOT INCLUDE:

- Fixing of irrigation unless damage occurs from CONTRACTOR. If such damage occurs, CONTRACTOR is to contact CITY immediately.
- Pruning of trees not identified above.
- Fertilizing of lawn areas.
- Landscaped medians not identified above.

Exhibit C

Location of Landscape Maintenance Areas



**City of Villa Park
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of June 2008, between the CITY of Villa Park, (hereinafter referred to as "CITY") and _____, (hereinafter referred to as "CONTRACTOR").

A. Recitals.

- (i) CITY has determined that it is in the best interest of CITY to retain CONTRACTOR to perform landscape maintenance services.
- (ii) CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.
- (iii) CONTRACTOR'S duties shall commence July 1, 2008 upon the direction of the City Manager and this Agreement shall terminate on June 30, 2011. After the initial term and based on acceptable performance, this Agreement may be renewed for an additional two, two (2) year terms for a total of seven (7) years unless terminated sooner pursuant to Section B.5 of this Agreement.

NOW, THEREFORE, it is agreed by and between CITY and CONTRACTOR as follows:

B. Agreement.

- 1. Term of Agreement: This agreement shall be effective for the period commencing July 1, 2008, and terminating June 30, 2011 or sooner terminated as provided herein. After the initial term and based on acceptable

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- performance as determined by the City Manager, this Agreement may be renewed for an additional two, two (2) year terms for a contract total of seven (7) years unless terminated sooner pursuant to Section B.5 of this Agreement.
2. Insurance: The CONTRACTOR shall maintain insurance coverage for the duration of the agreement conforming to the CITY's insurance requirements, a copy of which is attached herewith as Exhibit "B."
 3. Indemnification: CONTRACTOR shall indemnify and hold harmless the CITY and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
 4. Contract Price and Payment: For all of the services which the CONTRACTOR is obligated to perform under the terms of this Agreement, the CITY shall pay to the CONTRACTOR the sum of \$_____ per month. Payment to the Contractor shall be made subject to the submittal of monthly invoices by the CONTRACTOR for work actually performed as verified by the City Manager or his designated representative.

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5. Termination: Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party upon sixty (60) days written notice.
6. Attorney's Fees: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.
7. CONTRACTOR agrees as follows:
- i. CONTRACTOR shall forthwith undertake and complete landscape maintenance services in accordance with Exhibit "C" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.
 - ii. CONTRACTOR agrees that all priorities, assignments, and tasks shall be dictated by the City Manager pursuant to the CITY's established needs.
 - iii. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.

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8. CITY agrees as follows:

9. Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONTRACTOR'S proposal either with respect to hourly rates or lump sum amounts for individual tasks.
10. Additional Services: Payments for additional services requested, in writing, by CITY, and not included in CONTRACTOR'S proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit "A." Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

E. Equipment and Labor:

11. CONTRACTOR shall use and furnish at his own expense, all labor, equipment, and materials necessary for the satisfactory performance of the work set forth in these specifications. All equipment is to be kept in proper adjustment. The machinery and equipment used by the CONTRACTOR shall be clean and well maintained at all times so as to insure proper operation. The equipment shall be subject to inspection and approval by the City Manager or his designated representative.
12. To prevent the transference of persistent weeds from one area to another, the CITY may require the CONTRACTOR to clean equipment after use at

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each job site. All areas are to be cleaned up on the day the work is performed. Sweeping, vacuuming, or blowing is permissible.

13. Property or facilities damaged or altered in any way during the performance of the work by the CONTRACTOR shall be reported by the CONTRACTOR in writing to the City Manager or his designated representative and such property or facility shall be promptly restored to its original condition by CONTRACTORS.

F. Additional Conditions:

14. The mowing and trimming schedule which the CONTRACTOR shall follow shall be a schedule approved by the City Manager or his designee and may be adjusted based on seasonal conditions. Seasonal adjustments are to be agreed to by CONTRACTOR and may represent additional work performed or reduction in contract amount.
15. The hours during which the work shall be performed shall be in accordance with CITY ordinances at the discretion of the CONTRACTOR, with the approval of the City Manager or his designee.

G. Disposal of Materials:

16. The CONTRACTOR shall dispose of all trimmings collected in a manner subject to the approval of the City Manager or his designated representative. Appropriate segregation and diversion of green waste rather than landfill disposal is required.

H. Notices and Designated Representatives:

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- a. Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph 7. The below named individuals, furthermore, shall be those persons primarily responsible for performance by the parties under this Agreement:

CITY of Villa Park

CONTRACTOR

City Manager

(Contact name)

(Title)

Any such notices, demands, invoices and written communications by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

1. Assignment:

2. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent by CITY.

J. Independent Contractor:

3. The parties hereto agree that CONTRACTOR and its employees, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

K. Governing Law:

4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

L. Entire Agreement:

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5. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONTRACTOR

CITY

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY INSURANCE REQUIREMENTS
FOR PROFESSIONAL SERVICES
WITH PROFESSIONAL LIABILITY**

Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella Insurance

Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No CG 00 01 11 85 or 88. Total limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. City and its employees and agents shall be added as additional insureds using ISO form CG 20 10 11 85 (in no event with an edition date later than 1990). Coverage shall apply on a primary non-contribution basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Starting and ending dates of primary and umbrella (if applicable) policies shall be concurrent.

Business Auto/Umbrella Liability Insurance

Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than \$1,000,000 per accident. Starting and ending dates of primary and umbrella (if applicable) policies shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability Insurance

Coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

Professional Liability Insurance

Coverage shall be written on a policy form providing for liability insurance or equivalent coverage. Total limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Contractor and City further agree as follows:

This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.

In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates 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. Contractor agrees to provide complete copies of policies to City upon request.

Contractor shall provide proof 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. Such proof will be furnished within 30 days prior to the expiration of the coverages.

Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

Contractor agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance of the type specified above naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation of the Contractor are insureds.

(revised April 2000)