

# **REQUEST FOR PROPOSALS**

For

Landscape Maintenance Services

**Request Issue Date** 

July 13, 2023

**Proposal Submittal Due Date** 

**August 17, 2023** 

**Documents available online at:** 

www.lvmwd.com

LAS VIRGENES MUNICIPAL WATER DISTRICT REQUEST FOR PROPOSALS

# TABLE OF CONTENTS

l.	INTRODUCTION  A. General Information  B. Background  C. Term of Contract	2 2
II.	SCOPE OF SERVICES	3
III.	CONTRACTOR RESPONSIBILITIES	19
IV.	MONTHLY MAINTENANCE REVIEW AND PAYMENT	23
V.	TERMS; OPTIONS TO RENEW	23
VI.	PROPOSAL REQUIREMENTS	24
VII.	ADDITIONAL CONDITIONS	26
VIII.	EVALUATION PROCEDURES  A. Review of Proposals  B. Evaluation Criteria  C. Oral Presentation  D. Final Selection	27 27 28
IX.	CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS.  A. Right to Reject Proposals.  B. Receiving Time / Late Proposals.  C. Acceptance of Conditions Governing this RFP.  D. Incurring Cost.  E. Proposer's Rights to Withdraw Proposal.  F. Best and Final Offer.  G. Disclosure of Proposal Contents.  H. Insurance.	28 28 28 28 29
X.	EXHIBITS  Exhibit A - Proposal Format  Exhibit B - District's Cost Schedule  Exhibit C - District's Standard Contractual Services Agreement  Exhibit D - District Facility Work Boundaries  Exhibit F - Additional Facility-specific weed abatement requirements	30 32 34 36

## I. INTRODUCTION

#### A. General Information

The Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate enterprise funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Sanitation District.

Las Virgenes Municipal Water District is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

# B. Background

The District currently has seven (7) locations requiring landscape maintenance services. In addition to the routine services, periodic major services will be required throughout the contract period. A final maintenance service schedule is to be provided to the District within 30 days of award. All services must be performed between the hours of 7:30 a.m. and 3:30 p.m. The full detailed scope of all required work activities is listed in the Scope of Services specifications section.

The District's current landscape maintenance services contract is set to expire on September 30, 2023. The District, through this RFP, seeks to implement a new landscape maintenance services contract, based on current market rates and firm capabilities. Ensuring District facility landscapes are reliably and professionally maintained in a manner which reflects positively on the District and the Contractor is paramount. District landscapes are intended to be a model of both environmental and fiscal sensitivity and responsibility.

#### C. Term of Contract

It is the District's intent to award an initial contract with a term of two (2) years and include three (3) possible one (1) year renewal terms. Renewals may be negotiated at the District's option if satisfied with vendor performance. The successful proposer will be required to enter into a Contractual Services Agreement (see Exhibit C). Please review this agreement carefully and note in your proposal any exceptions or alterations to the agreement you are requesting. Alterations or changes to the agreement that were not included in the proposal may not be considered after the selection of the Contractor. This also includes alterations, exceptions, or changes to the insurance and indemnity provisions referenced with the proposal. By requiring these requests to be made up front, the District can compare all respondents on an equal basis and take contract exemptions into consideration in the selection process.

# II. SCOPE OF SERVICES

#### 100 FACILITIES DESCRIPTION

# 100.1. Las Virgenes Municipal Water District- Headquarters Campus 4232 Las Virgenes Road Calabasas, CA. 91302

The Headquarters Campus is a functioning commercial office, public education center, reservoir, water pumping facility and utility maintenance yard. The Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by facility staff pertaining to facility operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 15.75 acres and 6 acres respectively.

# 100.2. Rancho Las Virgenes Composting Facility 3700 Las Virgenes Road Calabasas, CA. 91302

Rancho LV is a functioning composting facility and the Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by plant staff pertaining to plant operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 13.25 acres and 8.45 acres respectively.

# 100.3. Tapia Water Reclamation Facility 731 Malibu Canyon Road Calabasas, CA. 91302

Tapia WRF is a functioning water reclamation facility and the Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by plant staff pertaining to plant operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 9.5 acres and 11.75 acres respectively.

# 100.4. Las Virgenes Reservoir / Westlake Filtration Plant 32601 Torchwood Place Westlake Village, CA. 91361

Las Virgenes Reservoir / Westlake Filtration Plant is a functioning drinking water reservoir and water filtration facility. Contact with the water is strictly prohibited at all times. The Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by plant staff pertaining to plant operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 4 acres and 18.75 acres respectively.

# 100.5. Equestrian Potable Water Tank Facility 31425 Glenbridge Road Westlake Village, CA. 91361

Equestrian Tank is an in-ground potable water tank facility with an associated pocket park area. The Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by facility staff pertaining to facility operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 1.25 acres and 0.45 acres respectively.

# 100.6. Sewer Lift Station 1 4817 El Canon Ave Calabasas, CA 91302

Sewer Lift Station 1 is a functioning sanitary sewer pumping station. The Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by facility staff pertaining to facility operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 0.06 acres and 0.0 acres respectively.

# 100.7. Sewer Lift Station 2 24303 Calabasas Road Calabasas, CA 91302

Sewer Lift Station 2 is a functioning sanitary sewer pumping station. The Contractor shall at all times use due caution when working within the facility. Any directive given to the Contractor by facility staff pertaining to facility operation or safety shall be complied with immediately. Landscape and Weed Abatement areas are approximately 0.2 acres and 0.0 acres respectively.

# 100.8. Pure Water Project

**Agoura Road** 

Agoura Hills, CA 91301

The Pure Water Project site is the future home of the District's advanced water purification facility. Weed Abatement area is approximately 7.25 acres.

#### 100.9. Morrison Tank

Ridgebrook Dr.

Agoura Hills, CA 91301

Morrison Tank is a potable water tank facility with an associated pump station. Weed Abatement area is approximately 8 acres.

#### 100.10. Other District Facilities

The Contractor maybe requested to perform landscape maintenance or repairs at several other District facilities. The cost to complete these requested tasks shall be based upon the unit prices contained in the bid form. Work performed at other District facilities shall be started only upon written authorization from the District representative.

# 101 HOURS OF WORK AND FACILITY ACCESS

The Contractor shall perform the required work during the hours between 7:30 am and 3:30 p.m., Monday through Friday. Work outside these hours shall only be completed upon special arrangement with District staff. The Contractor shall be provided all necessary keys, access cards and codes required to complete the work.

#### 102 EXISTING CONDITIONS

Following the contract award it may be necessary for the Contractor to perform additional maintenance in order to bring the facilities to an acceptable standard. Tasks such as extensive weeding; pruning of foliage from walls, pipes and signs; removal and replacement of damaged plant material; re-staking of trees; and irrigation system repair and adjustment can be expected. Once the facilities have been brought to an acceptable standard, the standard will be documented and agreed upon between the District and Contractor. It is expected that this standard will then be maintained for the duration of the contract.

#### 103 COMMUNICATIONS AND DIRECTIVES

The Contractor will work with one or more designated District representatives regarding the terms and conditions of the contract. The Contractor shall also designate a representative that has the authority to act for the Contractor. Directives can be either verbal or written, although all directives requiring extra work shall be in written form only. If the Contractor acts upon direction from anyone other than the representatives named by the District, the Contractor will not be entitled to additional compensation for any work that results.

# 104 WORK ACTIVITIES

#### 104-1 GENERAL MAINTENANCE CARE AND PROCEDURES

#### 104-1.1 LICENSING

All necessary licenses, certifications, permits and approvals shall be obtained by the Contractor and a copy provided to the District, including but not limited to: State Landscape Contractors License, Pest Control Applicators License, and permits and approvals detailed within this document.

#### 104-1.2 EXISTING UTILITY IMPROVEMENTS

All work performed which could potentially affect existing utility improvements shall be done after the notification of the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The District shall be notified of any such work and potential impacts to existing utility improvements prior to commencement of such work.

#### 104-1.3 INSPECTIONS

The Contractor shall:

- a. Perform regular maintenance inspections during daylight hours of all facilities within the contract. Such inspection shall be both visual and operational. The operational inspection shall include operation of all mechanical systems such as, but not limited to, irrigation controllers, pumps, valves, heads, and emitters.
- b. The Contractor shall provide a senior management representative, authorized to bind the company, to meetings with the District representative and for consultation, preparation of proposals, and inspections.
- c. The Contractor's representative shall meet monthly with the District representative for a walk-through inspection. In addition, irregular inspections will be made by the District. All corrective work required as a result of an inspection or any irregular inspection by the District shall be accomplished to the satisfaction of the District within five (5) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following authorization. The Contractor shall provide the District with written confirmation of all corrective work.

#### 104-1.4 MATERIALS

All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, AWWA & District Standards or be approved in writing by the District. All materials shall be provided by the Contractor. Commercial fertilizers, insecticides, fungicides and herbicides shall bear the manufacturer's label and guaranteed analysis.

## 104-1.5 PLANT MATERIAL REPLACEMENT

It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials with equal size and top quality. The Contractor must notify the District in writing within two working days of the loss of plant materials due to any cause. Only upon receiving authorization from the District to do so, shall the Contractor replace the plant material. All dead plant material shall be left in place until new replacement plants are on site for immediate replacement. The Contractor shall pay for all replacement plants including materials, transportation and labor unless the District determines that the plant was lost due to no fault of the Contractor.

# 104-1.6 ROADWAY, WALKWAY, PATIO MAINTENANCE

All roadways, walkways and patios shall be kept clean at all times. All hardscape shall be kept free of landscape clippings, trash and litter. All clippings, trash, etc. shall be disposed of off-site in a legal manner by the Contractor.

Walkways and patios shall be swept, vacuumed or blown off a minimum of once a week. In

all cases, sweep or vacuum trash, leaves and other noticeable debris for collection and disposal. Hosing off of hardscape surfaces will only take place when the District directs such action. Care shall be taken so that clean-up operations do not inhibit or endanger any persons utilizing the contract area.

Clean-up work shall be coordinated with mowing and other maintenance work in the contract area. All gutters within the contract area shall be kept clean of clippings and miscellaneous debris. All clippings shall be removed and disposed of (not blown or scattered) from gutters the same day mowing and trimming takes place. Clippings shall not be blown into storm drains or into gutters that drain into storm drains, but shall be legally disposed of.

Accepted safety procedures shall be followed including signing and roping off areas as necessary. Should the Contractor's work be disrupting to regular traffic flow, it shall be rescheduled to a more convenient time.

### 104-1.7 DRAINAGES

All surface drainage devices such as concrete V ditches, bench drains, swales, etc., shall be routinely inspected and kept free of all debris, vegetation, soil, etc., which would inhibit the proper and intended functioning. All inlets shall be kept free of all matter which would preclude proper functioning.

It is the Contractor's responsibility to inspect all area drainage structure inlets and immediately notify the District representative if blockages are found.

Eroded areas shall be repaired by replacement of soil to restore the area to the original grade. All repairs shall be inspected and approved by the District representative.

# 104-1.8 TRAFFIC AND PEDESTRIAN VISIBILITY, ROAD & SAFETY SIGNS

All vegetation shall be kept trimmed to ensure adequate visibility of oncoming vehicular and pedestrian traffic and to keep all signs clearly visible to drivers and pedestrians at all times.

All plant material shall be kept trimmed away from facility appurtenances such as fire hydrants, valves, piping, etc., so as to provide the necessary access to those appurtenances.

# 104-1.9 WEED CONTROL

The Contractor shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall include removal and disposal of any undesirable or misplaced plant.

Noxious weeds, Bermuda grass and other weeds shall not be permitted to grow within the

contract areas, and shall be completely killed and removed including rhizomes, roots, and bulbs.

All joints and cracks in sidewalks, curbs and gutters, patios, and other paved areas shall be kept weed free. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.

Manual removal of weeds is preferred, in order to minimize chemical use at District facilities. Use of pre-emergent or post-emergent herbicides requires approval by the District.

Spraying shall be done with extreme care to avoid all hazards to any person in the contract or adjacent areas, or any damage to property.

The use of any chemicals for weed control shall be performed by a State Licensed Pest Control Applicator who shall follow all guidelines governing his/her license. All chemicals shall be applied in accordance with the labeled directions and the requirements of the State and County Agricultural Department.

## 104-1.10 VERTIBRATE, INSECT AND DISEASE CONTROL

The Contractor shall take an Integrated Pest Management (IPM) approach toward protecting plant health, always utilizing the least toxic method available to obtain the desired result. The Contractor shall regularly inspect all landscaped areas for the presence of animal, disease or insect infestation. The Contractor shall advise the District within two working days if infestation is found, and shall identify the concern and specify control measures to be taken using legally approved materials and methods. Upon written authorization of the District, the Contractor shall implement the control measures. When use of chemicals is approved, the application of those chemicals shall be performed by a Licensed Pest Control Applicator who shall follow all guidelines governing his/her license.

The Contractor shall provide complete and continuous control of all plant pests or diseases and shall select and supply proper materials and personnel to comply with all City, County, State or Federal Regulations and laws.

Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the District. The Contractor shall utilize all safeguards necessary during pest control operations to ensure safety of the public, District staff, and the employees and agents of the Contractor.

#### 104-1.11 CHEMICAL HANDLING RESPONSIBILITIES

The Contractor shall assume responsibility for use of all chemical controls for work on this contract. Chemical controls shall include the necessary use of herbicides, insecticides, fungicides and plant growth regulators.

Extreme caution shall be used when spraying insecticides and herbicides. Spraying shall be done only at time when there is no wind. The Contractor shall obtain District approval prior to spraying.

The Contractor shall file all required reports with the appropriate City, County, State and Federal agencies. A copy of all submitted reports shall accompany each monthly progress payment request to the District.

#### 104-1.12 WATERING

Irrigation systems shall be programmed to apply the volume of water lost to evapotranspiration. Maximum allowable depletion of the soil moisture reservoir shall not exceed 50%. Watering will only take place between the hours of 10pm and 5am.

Irrigation water will not be allowed to overspray or run off from the intended area to be irrigated.

During rainy periods, the irrigation sequence shall be discontinued per local ordinance. Irrigation may not occur during periods of rain or in the 48 hours following measurable rainfall.

#### 104-2 LAWN CARE

#### 104-2.1 MOWING

Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. All turf areas shall be cut at that interval necessary to maintain the optimal height for the plant. Mowing shall never remove more than 1/3 of the top growth or approximately 1-inch at any one mowing.

Mulching mowers shall be used unless otherwise agreed to by the District. Mulching of clippings should be sufficient to allow clippings to settle into the turfgrass canopy. Grass clippings will not be allowed to visibly remain on top of the lawn. If clippings are allowed to be removed, they shall be removed from turf areas and disposed of off-site in a legal manner the same day mowing takes place.

The cutting edge of all mowers shall be kept sharp. Torn grass blades have a brown haze appearance, which is not acceptable. Brushing or rough cutting of grass shall not be permitted. Avoid scalping.

#### 104-2.2 TRIMMING LAWN EDGES

All edges shall be trimmed with each mowing (same day as mowing) and as necessary. This trimming shall include cutting all grass along any object within or immediately adjacent to the

lawn areas. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be promptly reported to the District and repairs promptly made at the Contractor's expense.

In no case will soil sterilants or other types of herbicides be permitted for use in edging.

Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.

Trimmed lawn edges shall not exceed ½" from hardscape.

#### 104-2.3 FAILING LAWN AREAS

Labor and materials shall be provided by the Contractor to re-seed or re-sod failing lawn areas upon discovery of failure. Lawn seed and sod shall match existing lawn mixture. The Contractor is responsible for restoring all failed lawn areas to original grade. The determination as to the use of seed or sod for repair will be made on a case-by-case basis by the District representative.

## 104-2.4 LAWN EQUIPMENT CONDITION AND CLEANING

To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Contractor shall thoroughly clean equipment that was used at another site prior to mowing or edging any areas on site.

#### 104-2.5 LAWN WATERING

Water shall be applied only as needed (as weather conditions require) to maintain proper growth and replenish soil moisture to just below the root zone. Depletion of soil moisture within the root zone shall not exceed 50%.

It is the Contractor's responsibility to apply the water evenly across the lawn. In the event of automatic irrigation disruption, the Contractor shall hand water the lawn as needed to maintain a desirable appearance. Overspray must be eliminated if at all possible. Water run-off across pavement surfaces and into gutters is prohibited.

Watering will only take place between the hours of 10pm and 5am. Irrigation may not occur during periods of rain or in the 48 hours following measurable rainfall.

Operation of the irrigation system for inspection or other maintenance purposes is permitted if the Contractor or the Contractor's employee is present.

# 104-2.6 LAWN FERTILIZATION

Established lawns shall be fertilized minimally, yet sufficiently to maintain optimal turfgrass health. New lawns, those undergoing renovation, and those showing signs of nutrient deficiency may require additional fertilization. Applications shall be of a complete or balanced organic fertilizer, as approved by the District. The type and quantity of fertilizer applied to correct deficiencies will be dictated by those particular situations.

#### 104-2.7 LAWN AERATION

As needed, lawn areas will be aerated by removing ½-inch diameter by 3-inch deep cores at not more than 6-inch spacing with an aeration machine. Cores shall be removed in an approved manner after completion of aeration.

#### 104-2.8 LAWN DETHATCHING AND OVERSEEDING

Dethatching and overseeding of lawn areas will occur during the month of November as needed. Dethatching shall be accomplished by use of a "vertical cut type" dethatching machine. All thatch and debris generated during the operation will be removed at the end of the workday.

Excessive turf buildup, such as along curbs and walks, shall be removed to 1-inch below the top of the curb or walk, with a uniform grade from the hardscape to a distance of 3 feet perpendicular to the hardscape.

# 104-3 PLANT CARE (SHRUB, VINE AND GROUND COVER)

Plants shall be maintained in an attractive condition at all times.

Plants shall be checked weekly for breakage or damage, special watering needs, etc., and treated as needed. All undesirable conditions shall be eliminated by approved landscape maintenance practices. All plants shall be maintained in a healthy vigorous condition. The Contractor shall remove all spent flowers, flower spikes, leaves and debris from the contract areas weekly.

# 104-3.1 PRUNING AND EDGING

All plants shall be pruned to achieve their intended purpose in the landscape.

All pruning shall be performed so the plant retains its natural shape and size. Plants shall not be hedged into geometric forms. The design intent of the District's landscaping is to showcase natural, low maintenance, water efficient plantings. Pruning shall be done by

selectively removing woody stems on an as-needed basis, and as directed by the District's representative. Excessive pruning or stubbing back will not be permitted.

Pruning shall be a continuous on-going operation and shall be done under the direction of the District's representative, not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be performed only as needed to maintain a pleasing appearance.

Shrubs shall be pruned and thinned using hand-held shrub pruners. Hedge shears <u>shall only</u> <u>be used on plantings designed to function as hedges.</u>

Where shrubs are planted in close proximity to walks or parked cars, pruning shall be done to allow pedestrian movement without interference from branches and foliage. Plants in these situations shall not be trimmed vertically at those hardscape edges, but tapered back and thinned out as needed to avoid matting and to achieve a natural appearance. Plants shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Plants may, for aesthetic reasons, be trained to spill out of planting beds and over retaining walls per design. Plants in these situations should be maintained in this manner.

String trimmers shall not be used to trim plants or to edge ground cover.

#### 104-3.2 PLANT WATERING

Water shall be applied only as needed (as weather conditions require) to maintain proper growth and replenish soil moisture to just below the root zone. Depletion of soil moisture within the root zone shall not exceed 50%.

#### 104-3.3 PLANT FERTILIZATION

Healthy growth and good color shall be maintained at all times. Applications shall be of a complete and balanced organic fertilizer. The type and quantity of fertilizer applied to correct deficiencies will be dictated by those particular situations.

#### 104-3.4 PLANT REPLACEMENT

Any plant that appears to have more than 10% of its foliage in a declining state shall be brought to the District's attention immediately. The Contractor shall check the plant for root decay, over-watering, or drainage problems, and correct the problem prior to replacement of the plant. Replacement plants shall be of a size, condition and variety acceptable to the District. The Contractor shall pay for all replacement plants including materials, transportation and labor unless the District determines that the plant was lost due to no fault of the

Contractor.

#### 104-3.4 TRASH COLLECTION AND DISPOSAL

All debris generated by the maintenance operation, along with all trash of any kind, shall be collected on a daily basis and disposed of off-site.

#### 104-4 TREE CARE

All trees shall be checked by the Contractor weekly for damage, potential hazards, special watering needs, etc., and treat as necessary. Undesirable conditions shall be eliminated by approved landscape maintenance practices. The Contractor shall maintain trees in a healthy and safe condition at all times.

# 104-4.1 TREE TRIMMING FOR CLEARANCE

The Contractor shall continually inspect all trees for limbs which impede sight distance or truck clearance, or interfere with utilities. These safety concerns shall be remedied immediately. Trimming shall be completed as needed by an ISA certified tree worker.

#### 104-4.2 TREE WATERING BASINS

Watering basins shall be properly maintained on all newly planted trees.

# 104-4.3 TREE GUYING, STAKING AND TYING

Tree stakes and ties shall be checked by the Contractor at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. The Contractor shall adjust guying as needed to maintain a taut position, until such time when guying is removed. All trees that are damaged due to improper guying, staking or tying shall be replaced at the Contractor's expense. Broken stakes and damaged guys shall be replaced as required.

When trees attain trunk caliper of approximately 4-inches, removal of stakes and guys should be considered. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any guys or stakes are removed, the guys or ties shall be loosened. The trees shall remain loosely supported for a period of time to observe structural stability of the tree. Tree stakes and ties shall be removed only when the tree has been proven to be structurally stable.

# 104-4.4 TREE PRUNING

All trees shall be pruned in accordance with current International Society of Arboriculture (ISA) Standards. Work shall be supervised by an ISA Certified Arborist and performed by ISA Certified Tree Workers.

In general, trees shall be pruned only for public safety and required clearances. Dead, diseased, broken and crossing branches shall be removed.

#### 104-4.5 TREE PEST AND DISEASE CONTROL

All trees should be inspected regularly for disease and insect infestation and treated accordingly. Biological controls shall be utilized when available.

#### 104-4.6 TREE REPLACEMENT

Any tree that appears to have more than half of its foliage in a declining state shall be brought to the District's attention immediately. The Contractor shall check the tree for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement trees shall be of a size, condition and variety acceptable to the District. The District will pay for all replacement trees except in cases of negligence by the Contractor.

#### 104-5 IRRIGATION SYSTEMS

The Contractor shall receive all irrigation systems in sound working order at the beginning of the contract. If problems with an irrigation system are identified, the District shall be notified in writing immediately. Necessary repairs shall not occur without District authorization. If the District is not formally notified of any deficiencies within the first four weeks of the contract period, it is agreed that the Contractor has received all irrigation systems in sound working order and is fully responsible for the system from that time forward.

At the close of the contract period, all irrigation systems shall be checked by the District and shall be returned to the District in a satisfactory condition. Any faulty portion of the system shall be repaired or replaced by the Contractor at no cost to the District.

#### 104-5.1 IRRIGATION REPAIR

Irrigation system components that have been damaged as a result of the Contractor's neglect shall be repaired or replaced immediately by the Contractor at no cost to the District.

The Contractor shall notify the District in writing the same day of discovery of damage to

irrigation system components not caused by the Contractor. Upon receipt of the District's written authorization, the Contractor shall repair said damage as soon as possible, billing the District for the cost of such repair on the subsequent monthly billing statement. Failure to promptly report damages will require the Contractor to make repairs at his own expense. All replacement of irrigation system components shall be original equipment types where known. All substitutions for replacement equipment shall be approved in writing by the District prior to performing the work.

The Contractor shall keep controller and valve boxes clear of solids and debris. The Contractor shall maintain the irrigation system, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to system laterals (piping), mains (pressure lines), control valves, controllers, head caps, head risers, valve covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs and batteries.

#### 104-5.2 IRRIGATION OPERATION

Irrigation shall be performed by the use of automatic irrigation systems, where available; however, failure of existing irrigation systems to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees and plants when automatic or other systems are not functioning. Additionally, the Contractor shall be responsible for manually closing valves in a timely manner to prevent over watering and/or runoff.

All damages to public or private property resulting from excessive irrigation water or irrigation water runoff, including damage to paved areas, shall be charged against the monthly contract payment unless immediate reparation is made by the Contractor to the satisfaction of the District. Controller enclosures located in areas accessible by the public shall be closed and locked at all times they are not in active use by the Contractor.

#### 104-5.2 CONTROLLER PROGRAMMING

Controllers shall be programmed for the optimal run time for each valve that does not result in runoff of water from the landscape. Controllers should then be set for the appropriate number of start times required for all stations to deliver optimum amounts of irrigation water within the watering time available.

Watering will only take place between the hours of 10 p.m. and 5 a.m. Irrigation may not occur during periods of rain or within 48 hours of measurable rainfall.

#### 104-5.3 SYSTEMS MONITORING

The Contractor shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves and any other conditions that hamper the optimal operation of the system. Authorization must be obtained in writing from the District before proceeding with work not covered under normal maintenance work. All landscaped areas shall be irrigated by hand or otherwise until all authorized repairs have been completed to the District's satisfaction. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Each system shall be manually operated and checked by the Contractor on a monthly basis.

The Contractor shall turn off irrigation systems during periods of rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of horticulturally acceptable maintenance practices.

# 104-5.3.1 Coverage/Application

The Contractor shall ensure that water applied by each irrigation valve sub-system is uniform across that irrigated area.

The Contractor shall operate the irrigation systems as seasonal conditions require. When breakdowns or malfunctions exist, the Contractor shall water by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

## 104-5.3.2 Tests

For irrigation purposes, the Contractor shall test the soil in turf and ground cover areas and around trees and shrubs as necessary with soil probes to confirm that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller.

The Contractor shall make the soil probe available at all monthly walk-through inspections.

# 104-5.3.3 Valve Box Cleaning and Inspection

All valve boxes for shut-off valves, remote control valves, pressure relief valves, quick couplers, etc., shall be inspected regularly for condition, including siltation and build-up within the box. Silt and debris shall be removed and clean gravel used for replacement as needed. The bottom of all valves shall not be in contact with the gravel below.

# 104-5.4 GRASS AND GROUND COVER AREA SPRINKLER HEAD TRIMMING

Grass and ground covers shall be neatly trimmed away from irrigation heads to ensure proper coverage and operation. As necessary, turf immediately adjacent to irrigation heads shall be trimmed. Under no circumstances shall an area larger than the head diameter be removed. Weed or turf killer shall not be used. Ground covers shall be trimmed away from irrigation heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear the top of ground covers.

#### 104-5.5 MAINTENANCE WORK NOT INCLUDED

Testing, certification and service of the backflow prevention shall be done by others and coordinated by the District. However, it shall be the Contractor's responsibility to notify the District, should a malfunction occur.

#### 104-5.6 **PAYMENT**

No separate payment will be made for compliance with the provisions of Section 104-5 (Irrigation Systems). All costs involved with compliance of Section 104-5 shall be considered as included in the unit prices bid for this project.

# 104-6 EDUCATION GARDEN

While all District Facilities are used to educate the public in the workings of water and wastewater utilities, Building 1 at the Headquarters complex is a dedicated teaching facility showcasing new technologies for water purification.

The surrounding garden both sets the stage for the educational experience inside and be an educational experience itself. Beginning with an exciting and welcoming design, the garden is thoughtfully integrated into the site and features a wide variety climate appropriate plant materials, environmentally friendly paving materials, ocean friendly irrigation and water harvesting strategies. All of these elements work together to create a beautifully comfortable place to learn and relax.

#### 104-6.1 EDUCATION GARDEN CARE

The education garden shall have a daily site visit first thing in the morning to ensure it is always ready to receive visitors. Trash will be removed, pavement and seating areas cleaned, and plant materials checked for damage and pest infestation.

Plant maintenance will only be performed by personnel well versed and experienced in the care of California native plants.

### 104-7 WEED ABATEMENT AND BRUSH CONTROL

#### 104-7.1 **OVERVIEW**

District Facilities adjoin and include areas of open space and as such are subject to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures regulations regarding annual weed abatement and brush control requirements. While this activity is generally approached as a once per year task with a due date of June 1<sup>st</sup>, properly maintaining this defensible space throughout the year results in less fire danger, a better aesthetic and, often times, less work.

### 104-7.2 CLEARANCE REQUIREMENTS

Weed, brush and trees shall be trimmed as required below:

- i. All flammable vegetation or combustible growth shall be cut for a distance of 200 feet from all structures and hauled off site for disposal.
- ii. Remaining vegetation within 200 feet of all structures shall be trimmed, thinned, or limbed up to remove flammable vegetation (County of Los Angeles Fire Code 325.2.1).
- iii. All trees and shrubs shall be free of dead wood and litter. Shrubs are required to be trimmed up from the ground 1/3 of their height. Trees taller than 18 ft. shall be trimmed up a minimum of 6 feet or 1/3 of their height for trees up to 40 feet.
- iv. Specimen native trees and shrubs are permissible, provided that they do not form a means of transmitting fire to any structure (County of Los Angeles Fire Code 325.2).
- v. Access roads are to be cleared with a minimum of 10 feet of brush clearance on each side. Trees overhanging fire access roads shall be trimmed to provide adequate vertical clearance (County of Los Angeles Fire Code 325.10).
- vi. Provide a minimum of 3 feet of brush clearance around all fire hydrants (County of Los Angeles Fire Code 508.55).
- vii. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to complete the work.

- viii. The Contractor is expected to stay apprised of updates to the Fire Codes. Updates to the Fire Codes listed above automatically become the new standard of care for this contract. The Contractor is responsible for any and all costs, fees, penalties, etc., incurred if the facilities are not in compliance with the regulations at the time of inspection by the County of Los Angeles.
- ix. Continual maintenance of the defensible space is expected.
- x. See attached guidance documents (Exhibit F) for facility specific clarifications.

## III. CONTRACTOR RESPONSIBILITIES

#### 200 GENERAL

General responsibilities and administrative requirements shall comply with the Standard Specifications for Public Works Construction (SSPWC), 2018 edition, including annual supplements, the general provisions modifications and these Special Provisions. Although all sections of the 2018 SSPWC are equally applicable to this contract, the District directs Contractor to be aware of Section 212 (Landscape and Irrigation Materials) and Section 308 (Landscape and Irrigation Installation) of the SSPWC. The District uses recycled water for irrigation at several facilities. The Contractor shall inform his staff that this is a non-potable water source and should not be used for drinking, washing or other uses. Irrigation repairs and maintenance shall meet the requirements of District and American Water Works Association (AWWA) standards and specifications pertaining to recycled water use.

#### 201 EMERGENCY INFORMATION

The Contractor shall provide the District with the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance.

- 1. Name of authorized representative at the job site.
- 2. Address and telephone number where the above person can be reached 24 hours a day.
- 3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.
- 4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

#### 202 SUBMITTALS

# 202.1 Monthly Submittals

As required by law, the Contractor shall submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used on the contract.

### 202-2 Soils Tests

Soils tests will be obtained and tested by the District. The Contractor will not receive payment for soils tests performed without District authorization.

#### 202.3 Substitute Products

Equipment or products which do not conform to project drawings, specifications or as specified herein must be submitted to and approved in writing by the District prior to installation.

#### 202.4 Routine Maintenance Checklist

The Contractor shall diligently accomplish the tasks set forth in the Landscape Maintenance Schedule in Appendix A. Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month.

#### 203 EQUIPMENT AND LABOR

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the District.

## 204 DRESS CODE

The Contractor shall be responsible for having all employees wear a proper uniform. The proper uniform includes:

- Shirts All workers shall wear uniform shirts with long or short sleeves with the Contractor's company name or other identifying marks. All shirts shall remain buttoned.
- 2. Shoes Safety boots or shoes in good condition.

#### 205 STANDARDS OF PERFORMANCE

All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor shall provide the District a copy of all work records and receipts of materials used on work sites covered by this contract, upon request.

# The District representative:

- 1. Shall decide any and all questions which may arise as to claims and compensation;
- 2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
- 3. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
- 5. Shall decide any and all questions which may arise as to:
  - a. The quality or acceptability of the materials furnished and the work performed.
  - b. The manner of performance.
  - c. The rate of performance.
  - d. The interpretation of the work specifications.
  - e. The acceptable fulfillment of the contract on the part of the Contractor.
- 6. Shall direct the inspection and administration of the work;
- 7. Shall have the authority to implement alternative action either by District staff or separate contract to accomplish the work and prevent loss or damage based upon the urgency of the situation.

#### 206 DAMAGE REPAIR

#### 206-1 Authorization.

Prior to the start of any damage/repair work, irrigation system related or otherwise, the Contractor shall obtain written authorization from the District Representative. The Contractor shall complete repairs within 24 hours after approval on major components, and within 48 hours after approval on sprinkler heads and minor items. No approval or compensation will be granted for any damage caused by the Contractor's operations and/or negligence. Negligence shall include, but not be limited to, insufficient or improper watering, improper use

of tools and equipment, improper pruning or planting, inadequate control of insects, pests, snails, rodents, or disease, or tree blow-down due to improper staking, tying or guying.

#### 206-2 Cost Criteria.

The Contractor shall include in the respective bid item the complete costs for furnishing and installing each item, including all labor, materials, tools and overhead.

#### 206-3 Invoices.

All invoicing shall comply with the requirements set forth in the contract documents. At the end of each month, the Contractor shall submit a separate invoice which shall break out costs of each incidence of District authorized repairs to damage that was completed during that month, including the physical location of work performed. Copies of all damage/repair authorizations shall be attached to the invoice.

# 206-4 Time to Complete.

All repairs of Contractor caused damage shall be completed within the following time limits:

- 1. Utility or irrigation system damage shall be repaired prior to the end of the workday.
- 2. Facility, tree, shrub or turf damage shall be repaired within five working days.

# 206-5 Repair Requirements.

- 1. Trees
  - a. Minor damages such as bark lost from impact of mowing equipment shall be remedied under the supervision of a Certified Arborist.
    - If said damage results in the loss of a tree, the damaged tree shall be removed and replaced at the Contractor's expense. The species and size of the tree shall be determined by the District.

#### 2. Shrubs

- a. Minor damage may be corrected by appropriate pruning.
- b. Major damage shall be corrected by removal of the damaged shrub and replacement with a shrub of the same species and size.
- 3. Turf
  - a. Damage to any turf area shall be corrected by replacement with sod (not reseeding).
- 4. Chemical Damage
  - a. All damage resulting from chemical operations, be it spray drift or lateral leaching, shall be repaired in accordance with the statements above.
- 5. Repair Approval

a. Approval must be given by the District Representative before a repair is to be considered complete.

# IV. MONTHLY MAINTENANCE REVIEW AND PAYMENT

#### 101 REVIEW

Each month of contracted maintenance shall be reviewed by the District in order to confirm adherence to these specifications. Checklists and schedules referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the District by the Contractor a minimum of five working days prior to the anticipated review date. The monthly maintenance site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).

## 102 PAYMENT

For all the services the Contractor is obligated to perform under the terms of this contract, the District shall pay to the Contractor the sum of the unit prices bid.

The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The District's check for payment shall be mailed to the Contractor within 30 days of receipt of the Contractors demand for payment. The amount paid to Contractor each month for the Landscape Maintenance herein provided shall be the total compensation payable.

An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

No separate payment will be made. All costs involved with compliance of this agreement shall be considered as included in the Contractor's overall bid for this project.

# V. TERMS; OPTIONS TO RENEW

The term of the Agreement shall be for two years, commencing October 1, 2023 following a written Notice to Proceed, and concluding on September 30, 2025. The District shall have the option to renew said agreement for no more than three (3) successive one-year terms upon the terms and conditions as provided in the Agreement, subject to price modifications that have been agreed upon by the District and Contractor pursuant to the provisions of these specifications.

A set inflation indicator shall be stated in proposal. Pricing shall remain firm for the first two (2) years, while renewal periods will be in increments of one year, using stated indicator, and shall not exceed three renewal periods.

# VI. PROPOSAL REQUIREMENTS

No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Department of Industrial Relations Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

Bids shall be accompanied by proof of Contractor's and Subcontractor's current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Bidders can satisfy this requirement by including their DIR registration number on the enclosed Proposal form where noted.

# A. General Requirements

# 1. Inquiries

Inquiries concerning the request for proposals must be received via email by 3:00 p.m. on July 28, 2023 to <a href="mailto:ahendricks@lvmwd.com">ahendricks@lvmwd.com</a>.

Answers to questions received will be posted online no later than August 4, 2023 at <a href="http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids">http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids</a>. It is the proposer's responsibility to ensure that they access and review any questions and answers posted. The District is not responsible to notify individual potential bidders of the availability of questions and answers beyond this notice.

CONTACT WITH PERSONNEL OF THE DISTRICT OTHER THAN ABOVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

#### 2. Addendums

The District may post Addendums to the RFP online at the District's website (<a href="www.lvmwd.com">www.lvmwd.com</a>). It is the potential proposer's responsibility to access any addendums and ensure that stated requirements are met.

### B. Schedule of Events

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

RFP Timeline (tentative):

Date	Activity
July 13, 2023	RFP Issued
July 26, 2023	Mandatory Pre-bid Site Inspection
July 28, 2023	Deadline for Request for Information "RFI" Questions
August 4, 2023	Responses to RFI & Addendum Posted (if needed)
August 17, 2023	Proposals Due
August 21 - 24, 2023	Evaluation committee/ Presentations (if needed)
August 28 - 31, 2023	Firm and Final Offers
September 8, 2023	Contract Awarded
September 11 - 20, 2023	Insurance Documentation and Contract Signing
September 27, 2023	Start-up Meeting
October 1, 2023	Implementation of Service

# C. Submission of Proposals

The following material is required to be received by 3 p.m., August 17, 2023 for a proposing firm to be considered:

**Proposal Format**—Proposal shall be submitted in the format illustrated in Exhibit A.

**Cost Schedule**—Completed District Cost Schedule form (Exhibit B) listing monthly landscape and irrigation fees in the format provided, for each location. Attach separate listing of any additional fees not specifically listed on the cost schedule.

**Work Schedule—**detailed listing of the work to be completed at each location detailing frequency, i.e. daily, weekly, monthly, bi-monthly, etc.

**Work Plan**—detailed listing describing the team's approach to perform the work identified in the Scope of Services.

**Employee Schedule—**complete listing of number of employees assigned to each location, their positions, and estimated hours spent at each location for work listed on work schedule.

**Product Listing**—complete listing of all proposed products to be used on District facilities, upon final execution of contract Safety Data Sheets will be required prior to the start of work.

**Equipment Listing—**Complete listing of equipment available to provide the work as prescribed.

Proposals must be submitted electronically to the District contact, listed below, on or before proposal due date.

Alexa Hendricks
Resource Conservation Supervisor
<a href="mailto:ahendricks@lvmwd.com">ahendricks@lvmwd.com</a>

# VII. ADDITIONAL CONDITIONS

- A. Mandatory Site Inspection. A mandatory site inspection will be conducted on July 26, 2023 at 9:00 am. Inspection will begin at District Headquarters main office. It is expected the inspection will take 3-4 hours and proposers must attend the entire inspection. Proposals will not be considered from firms not represented during the site inspection. In order to allow for proper accommodations each firm will be allowed no more than two representatives. Firms may register for the site walk by e-mailing the listed District contact.
- **B. Subcontractors**. Subcontractors are allowed, but are subject to the approval of the District.
- **C. Applicable Law**. It is the proposer's responsibility to ensure all applicable laws and regulations are followed, including but not limited to any state, county, or local wage requirements, i.e. County of Los Angeles living wage requirement may apply at the Tapia location refer to <a href="https://www.lacounty.gov/minimum-wage">https://www.lacounty.gov/minimum-wage</a>.
- **D. District Provided Supplies**. The District will not provide any equipment, materials or labor.
- E. Chemicals. All supplies used within District facilities shall be represented to and approved in writing by the District Representative through the Global Harmonized System-Safety Data Sheet (GHS-SDS) prior to on-site usage. In addition, proposer must provide a complete set of SDS at each separate site. Each set shall contain information about all supplies used at that site. Prior to any chemical use, the Contractor must submit for approval by the District Representative, a list of all chemicals proposed for use. Materials

included on this list shall be limited to chemicals approved by the Department of Agriculture of the State of California. Brand names and generic descriptions are to be included. All Chemical requests shall include the SDS applicable to each chemical. No chemical shall be applied until approved, in writing, by the District Representative.

- **F. Square Footage Verification**. The square footage of area to be cared for under this contract is estimated, and the District shall not be held responsible for the data or information relative to the estimate of quantities. Before undertaking the work, the Bidder shall carefully study and compare the contract documents for any discrepancies, inconsistencies, ambiguities, conflicts or other errors in them or between the contract documents and the facilities, and check and verify actual area conditions, and shall bear all costs for any error in the work resulting from its failure to so compare and verify.
- **G. Uniforms and Identification Badges**. The Contractor shall ensure their employees are appropriately identified. Every on-duty employee must wear a visible photo identification badge identifying the following: employee name, physical description, and Landscape Maintenance Company's name. Such badge shall be displayed on employee's person at all times when on District property. Employees assigned to District facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the Landscape Maintenance Company's name.

## VIII. EVALUATION PROCEDURES

# A. Review of Proposals

Proposals submitted will be evaluated by key District personnel. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

## B. Evaluation Criteria

Proposals will be evaluated using five sets of criteria. The following represent the principal section of criteria which will be considered during the evaluation process.

- 1. Proper licensing
- 2. Cost for Services
- 3. Past performance and stability of the proposer on other projects
- 4. Clarity of proposal, completeness, and inclusion of requested information
- **5.** Adequate equipment
- 6. Adequacy of proposed staffing
- 7. Technical approach
- 8. Unique approaches / Additional Community Benefits

#### C. Oral Presentation

During the evaluation process, the District may, at its sole discretion, request any one, all, or no firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

## D. Final Selection

The District will recommend a contract to the Board based upon the recommendation of District staff reviewing the proposals.

# IX. CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS

# A. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right without prejudice to reject any or all proposals.

# B. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will be returned unopened to the sender. Postmarks are not accepted, all responses must be received by the District by the deadline.

# C. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

# D. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

# E. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing.

#### F. Best and Final Offer

The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

# G. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

## H. Insurance

Any vendor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.

# Exhibit A – Proposal Format

# 1. Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

#### 2. Table of Contents

- 3. Profile, Qualifications, Experience, and Equipment
  - i. Provide a general overview and brief history of your organization, including customer service philosophy, parent and/or subsidiary companies, and the number of employees.
  - ii. Describe direct experience in landscape maintenance services provided for other governmental agencies, specifically local government agencies located in California. At a minimum provide the following for each project: agency serviced; description of the scope; dates of the project; number of buildings serviced; square footage; and number of staff assigned to projects.
  - iii. Provide a listing of equipment the proposer has available to perform the work.
  - iv. Provide a listing of chemical supplies to be used at District facilities. Upon final execution of a contract, Safety Data Sheets will be required for all supplies used at District.

# 4. Key Personnel

- i. Provide the name, title, address, phone number, and e-mail address of the primary contact person(s) assigned to this account.
- ii. Provide a listing of:
  - a. Number of employees to be assigned to each site, listing each employee's position, i.e. Headquarter Building 8 will be assigned 1-Landscape maintenance Supervisor, 2-Janitor Worker I. and 2-Janitor Worker II.
  - b. Estimated hours spent at each site.
  - c. Proposed frequency of service at each site.

#### 5. References

i. Please provide at least three (3) references that are of similar size and scope of service utilization as the District, preferably local government agencies located in California.

Contact Name:	
Title:	
Name of Customer: _	
Address:	
Telephone Number:	
E-mail:	
Services Utilized:	

#### 6. Work Plan

i. Provide a detailed work plan describing the team's approach to perform the work identified in the Scope of Services (Section II) including proposed service frequency schedule.

## 7. Cost for Services

- i. Provide "Landscape maintenance Services—Cost Schedule" on District form. Provide detailed pricing of all costs associated with completing the tasks identified the Scope of Services (Section II) including all cost related to proposed services.
- ii. Provide set inflation indicator for annual renewals.

# **8.** Contractual Services Agreement

i. Please note any exceptions or alterations proposed to the District's standard Contractual Services Agreement.

# **Exhibit B - Cost Schedule**

# Landscape Maintenance Bid Form

Facility	Activity	Quantity	Units	Monthly Cost	Annual Cost
HQ Campus	Maintain landscaped & hardscape areas	15.75	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	6	acres	\$	\$
			SUBTOTAL	\$	\$
Rancho Las Virgenes	Maintain landscaped & hardscape areas	13.75	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	7.25	acres	\$	\$
			SUBTOTAL	\$	\$
Tapia WRF	Maintain landscaped & hardscape areas	9.5	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	11.75	acres	\$	\$
			SUBTOTAL	\$	\$
Las Virgenes Reservoir	Maintain landscaped & hardscape areas	4	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	21.75	acres	\$	\$
			SUBTOTAL	\$	\$
Equestrian Tank	Maintain landscaped & hardscape areas	1.25	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	0.45	acres	\$	\$
			SUBTOTAL	\$	\$
Lift Station 1	Maintain landscaped & hardscape areas	0.06	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	0	acres	\$	\$
			SUBTOTAL	\$	\$
Lift Station 2	Maintain landscaped & hardscape areas	0.2	acres	\$	\$
	Maintain irrigation system	1	complete system	\$	\$
	Weed/Brush Abatement area	0	acres	\$	\$
			SUBTOTAL	\$	\$
Pure Water Project	Weed/Brush Abatement area	7.25	acres	\$	\$
			SUBTOTAL	\$	\$
Morrison Tank	Weed/Brush Abatement area	8	acres SUBTOTAL	\$	\$
			JUBIUIAL	φ	Ψ

TOTAL SUM OF BID (Per Month)	-
TOTAL SUM OF BID (Annual)	

# **Unit Price List**

Item Number	Description		Unit Price	Unit
1	Misc. irrigation system repair parts @ cost plus%			
2	Pop-up sprinkler – in place	4"	\$	each
		6"		each
		12"		each
3	Pop-up gear drive sprinkler – in place	4"		each
		12"		each
4	Fixed shrub sprinkler in place			each
5	Fixed shrub gear drive sprinkler in place			each
6	1-gallon shrub/perennial – in place			each
7	5-gallon shrub/perennial – in place			each
8	5-gallon tree (stakes/guys included) – in place			each
9	15-gallon tree (stakes/guys included) – in place			each
10	24" box tree (stakes/guys included) – in place			each
11	36" box tree (stakes/guys included) – in place			each
12	Flat of ground cover – in place			each
13	4" potted plants – in place			each
14	Planter bed mulch – in place			cu yd
15	Turf renovation (incl. de-thatch, over seed, top dress)			1,000 sq
16	Turf aeration			1,000 sq
17	Additional labor			man-hou
18	Additional foreman			man-hou
19	Additional supervisor			man-hou
20	Additional mowing			100 sq
21	Sod installation			sq ft
22	Seed installation			sq ft
23	Fertilization (shrub bed and turf)			sq ft
24	Soil Test and analysis			unit
25	Plant tissue analysis			unit
26	Plant pathology test			unit
27	Backflow prevention device inspection			unit
28	Pesticide application on trees for disease control			each
29	Landscape Design Services			hour
30	Submit disease/pest control records to County Ag. Dept.			occurren
31	Insect, disease and rodent control	+		1,000 sq

# **Exhibit C-District's Standard Contractual Services Agreement**

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT

As of October 1, 2023, the **Las Virgenes Municipal Water District** hereinafter called "District," and **(insert Contractor name)**, hereinafter called "Contractor," agree as follows:

# 1. Purpose.

Under this Agreement, Contractor shall provide landscape maintenance services.

#### 2. Services.

The Contractor shall, in good workmanlike and professional manner, furnish the labor, supplies and materials, equipment, vehicles, transportation necessary to perform and provide the services as set forth in Exhibit A of this Agreement.

## 3. Consideration.

- (a) The District shall compensate Contractor \$(insert dollar amount) per month.
- (b) The Agreement shall not exceed total payment of \$(insert dollar amount).
- (c) The Contractor shall complete and submit an invoice showing date of work and supporting documentation. The District shall pay the Contractor within thirty (30) days of the invoice being submitted.

## 4. Term.

- (a) This Agreement shall commence on the date above written, and shall continue for (insert dates).
- (b) Either party may terminate this agreement on thirty (30) days written notice. If this contract is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Contractor without cause, Contractor shall reimburse District for additional costs to be incurred by District in obtaining the work from another contractor.

#### 5. Independent Contractor.

The Contractor is an independent contractor, and not an employee of District.

#### 6. Indemnification.

Contractor shall defend, indemnify, and hold harmless District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Contractor or Contractor's officers, employees, or agents. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the District's sole negligence, active negligence, or willful misconduct.

#### 7. Insurance.

(a) Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the

performance of the work hereunder by the Contractor, officers, agents, employees, or volunteers as set forth on Exhibit A.

#### 8. Miscellaneous.

- (a) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.
- (b) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.
- (c) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Las Virgenes Municipal Water District
Attn: David W. Pedersen, General Manager
4232 Las Virgenes Road
Calabasas, CA 91302
Contractor Name
Attn: Contact Name
Street Address
City, State, Zip Code

(d) If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

#### 9. Integration.

This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

### 10. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED: Las Virgenes Municipal Water District	APPROVED: (Contractor Name)	
By: David W. Pedersen, General Manager	By:(Name)	
[SEAL]	[Corporate Seal]	

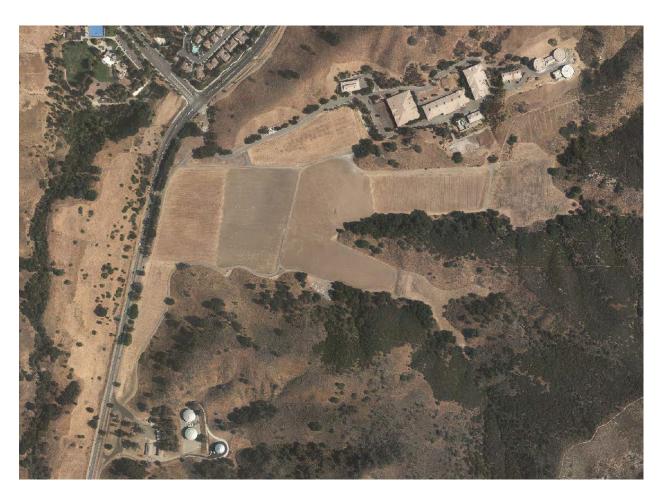
#### Exhibit D – Site Boundaries

# Headquarters





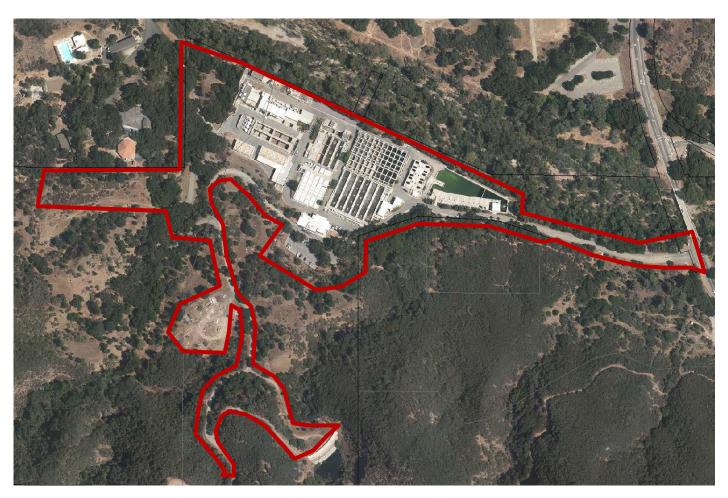
# Rancho Las Virgenes Composting Facility







# Tapia Wastewater Reclamation Facility



# Las Virgenes Reservoir and Water Filtration Facility



# Equestrian Tank – Glenbridge Rd., Westlake Village



#### Sewer Lift Station 1 – 4817 El Canon Ave., Calabasas



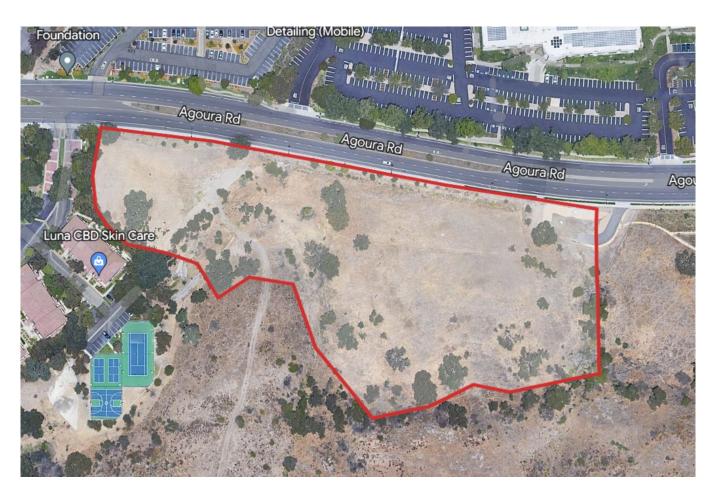


#### Sewer Lift Station 2 – 4817 El Canon Ave., Calabasas





#### Pure Water Project – Agoura Rd., Agoura Hills



# Morrison Tank – Ridgebrook Dr., Agoura Hills



#### Exhibit F – Additional Facility-specific weed abatement requirements

#### 1. Las Virgenes Reservoir

- a. Reservoir exterior face
  - i. Cut down all weeds as close as possible to the ground or to a 2" stubble and leave weeds on site.
  - ii. Pull out by hand all perennial shrubs and/or weeds and remove from the reservoir wall.
  - iii. Trim shrubs and other vegetation along both sides of reservoir north wall 6' back from v-ditch areas where dam meets the natural terrain.
  - iv. Dispose of trimmings appropriately.
- b. Reservoir interior face
  - i. Cut down all annual weeds as close as possible to the ground or to 2" stubble and leave weeds on site.
  - ii. Hand remove all perennial shrubs and weeds and remove from the reservoir wall.
- c. Reservoir right-of-way (top road)
  - i. Cut down all weeds to 2" stubble and leave on site.
- d. Slope left of main entrance and down from building
  - i. Cut down all weeds to 2" stubble and leave on site.
  - ii. Trim back trees and all other vegetation away from the roadway.
  - iii. Weed whip grasses and weeds along the north side of the driveway, from the entrance gate down to the chain link fence about 75' down from top of the slope to about 25' past the building.
  - iv. Weed whip smaller sub-dam face towards water and roadway, down opposite slope 75' towards lower fence.
- e. Lower Pump Station north of reservoir.
  - i. Cut down all weed 100' around structures.
  - ii. Trim trees away from structures.
  - iii. Remove Pine tree branches encroaching into the neighbors' fences.
  - iv. Weed whip weeds from lower pump site near park, up 75' from the LPG tank, over to the fence across the dirt road.
  - v. Clear all grasses and brush material a distance of 5' from the fence line (interior side) bordering the encasement slope between the Pump Station and the Filtration Plant.
- f. Access road on east side of the reservoir.
  - i. Trim vegetation 3' away from roadway.
  - ii. Clean up front of spillway to the waterline.
- g. Access road on west side of the reservoir.
  - i. Trim vegetation 3' away from the roadway
- h. South of Torchwood Place (approximately a 1 acre triangle behind the homes)
  - i. Cut down all weeds to a 2" stubble, rake the bulky material and leave light weeds on site.
- i. Fire clearance using the "lollypop/checkerboard" pattern

- i. Area that wraps around the main building on the north, rear of homes located on Torchwood.
- ii. Rear of the southern most homes located on Sandy Creek Drive.
- iii. Slope located south of Torchwood Place cul-de-sac and catch basin, clear dry fuel to the top of the first v-ditch or in-line with it and around the houses.