# CITY OF COACHELLA REQUEST FOR PROPOSALS (RFP)

# TREE REMOVAL WITHIN AREA 6 FIESTA HOMES:

**Prepared and Issued by:** 

CITY OF COACHELLA ENGINEERING DEPARTMENT 1515 SIXTH STREET COACHELLA CA 92236

September 6, 2013

# REQUEST FOR PROPOSALS FOR TREE REMOVAL:

# **#2 Area 6 Fiesta Homes**

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## A. GENERAL INFORMATION

- 1. The City of Coachella intends to award a single agreement to one tree removal contractor to work with city staff.
- 2. Submit three (3) copies of the entire RFP request filled in with your Project Proposal & Addendums (if any) in a sealed envelope marked clearly "Sealed Bid Area 6 Tree Removal" to the City Clerk's Department. No proposal will be considered unless there are (3) three copies of the entire RFP request that is filled in with your Project Proposal and any addendums.
- 3. Address proposals to:

City of Coachella City Clerk's Department 1515 Sixth Street Coachella, CA 92236

Attention: City Clerk

4. Final submittal time: 2:00 p.m., Monday, September 30, 2013

5. Contact person: Lynn Germain, Senior Management Analyst–760-398-5744

- 6. In order to be considered for selection, a project proposal must incorporate all the information requested in this document.
- 7. NOTICE OF INDEMNIFICATION REQUIREMENTS: Prospective Consultants are hereby advised that the Contract Agreement includes provisions for indemnification of City's officers and employees by Consultant (See draft Agreement).

# B. PROJECT NARRATIVE

#### 1. Site Location:

Area 6 Fiesta Homes

#### 2. Funding Source:

Area 6 Special Districts

### C. SCOPE OF WORK

### The Scope of Work shall include the following:

- 3. **General Scope of Services** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Tree Removal Services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this RFP, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.
- 4. **Project Schedule** Consultant shall perform the Services expeditiously, within the term of this RFP, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant shall submit a schedule to the City's Landscape Inspector to include a start and completion date for the tree removal. Consultant represent that it has the professional and technical personnel required to perform the Services in conformance with such conditions.
- 5. **Cost Estimates -** Consultant will prepare during the course of review a flat rate cost estimate, of tree removal for Area 6 Fiesta Homes. All work to be completed on the project will be California Prevailing Wage.
- 6. **Bid Solicitation** The City will solicit bids; City shall provide bid assistance to include answering questions from prospective bidders, and participation in bid opening, bid analysis to determine lowest responsible bidder. All questions will be submitted via email to <a href="mailto:lgermain@coachella.org">lgermain@coachella.org</a> or verbally during the mandatory meeting. Answers will be emailed on September 26, 2013 to those whom attended the mandatory meeting.
- 7. **Bid Packets** The City has attached a map for Area 6 Fiesta Homes which indicates the area where the trees will be removed (removal and grind stump of all trees within Area 6 Fiesta Homes).
- 8. **Completion Invoicing -** Consultant shall submit an invoice upon completion of the tree removal to City.

### D. PROPOSAL FORMAT:

Three (3) copies of the entire Request for Proposal (RFP) filled in with your project proposal, this will include all pages of the RFP, and clearly marked "Sealed Bid Area 6 Tree Removal" shall be submitted to the City's Clerks Office on Monday September 30, 2013 prior to 2:00p.m..

### **E. SELECTION PROCESS:**

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- Class A General; and/or
- Combination of Class C Specialty Contractor's License(s) adequate to perform the work herein described.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

Mandatory Pre-Bid Meeting will be held on September 18, 2013 at 8:00 a.m. on location at Area 6 in the basin, Meadows Lane and Sierra Street (a park is located within this basin). Late arrivals to this mandatory meeting will not participate in the bidding process. Prospective bidders may visit the Project Site without making arrangements through the City Engineer.

All answers and/or Addendum(s) will be emailed to all participants of the Mandatory Pre-Bid Meeting on September 26, 2013. It is the responsibility of the applicant to review and include within the proposal. It is the responsibility of the applicant to check if there are any answers and/or addendum (s) that was not emailed.

### F. <u>APPLICATION PROCEDURES:</u>

The City reserves the right to accept, reject, and evaluate any and all proposals for a period of 90 days from submittal date, and to change the scope of this RFP if warranted by changing conditions. Any proposal submitted during this RFP process becomes the property of the City. The City will not be liable for nor pay costs incurred by the respondent in preparation of a response to this RFP or any other costs involved including travel.

# G. SCHEDULE

<u>Task</u>	<b>Tentative Date</b>	
RFP Noticed	9-06-13	
Mandatory Meeting	9-18-13	
Last day to submit written questions to City	9-23-13	
Answers will be emailed to all whom attending Mandatory Meeting	9-26-13	
RFP Submittal	9-30-13	
City Council awards the contract	10-09-13	
Issue Notice to Proceed	10-21-13	

# H. INSTRUCTIONS FOR COMPLETION OF CONSULTANT QUESTIONNAIRE

When filling in the "Consultant Questionnaire" in Exhibit "D" the following information shall be submitted (Additional information in the form of brochures, etc., may also be submitted; return of any application material, if desired, must be arranged by the applicants at their expense):

### **General Information**

Legal name of firm(s). Firm's principal address. Telephone number. Date Signature

# Part I Management

Name of all personnel and number of years practicing tree removal.

Name of assigned personnel and what responsibilities they will have with the tree removal.

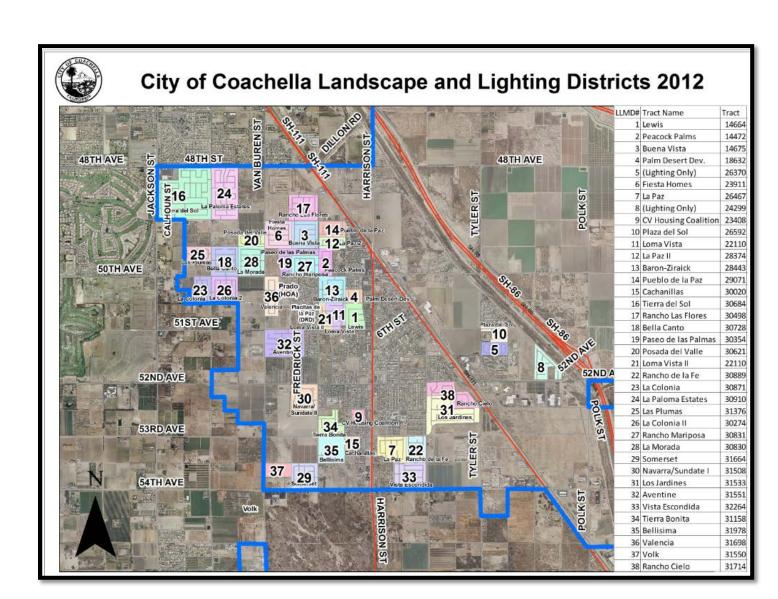
Office locations; if any in addition to the principal address listed above.

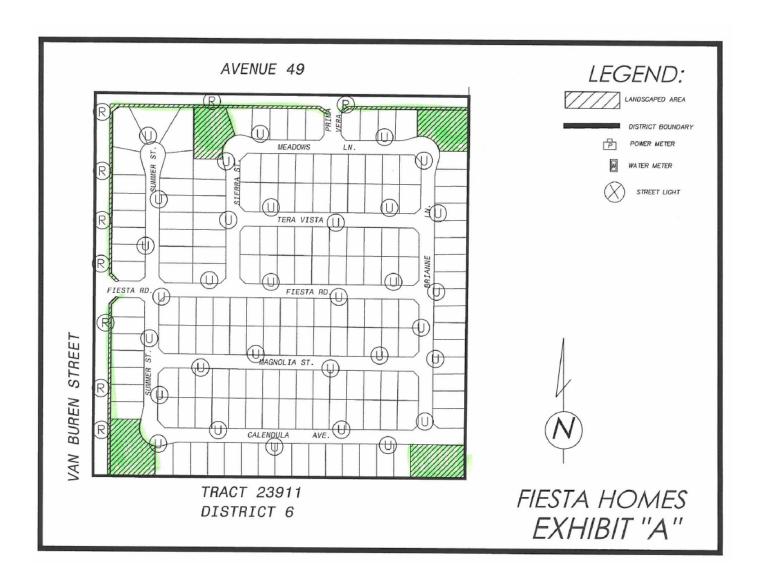
Names and addresses of all proposed subconsultants, if any and the type of work they will perform.

Type of organization for your firm, (partnership, corporation, etc.), and a list of all parties authorized to bind the company.

# EXHIBIT "A" Scope of Services

- Removal and Grind Stumps of trees along the perimeter of Avenue 49 and Van Buren Street
- Removal and Grind Stumps of trees within the four (4) retention basins within Area 6 Fiesta Homes locations are: Calendula Ave and Summer Street; Calendula Ave and Brianne Lane; Meadows Lane and Brianne Lane; and Meadows Lane and Sierra Street.
- Approximately 190 Trees
- Approved Traffic Control Plan
- Encroachment Permit
- Grind Stumps 12 inches below grade and backfill with dirt, regarding to match existing ground
- Maps of the LLMD Location Attached
- Protect in place all underground facilities, including landscape irrigation lines and dry utilities.





# EXHIBIT "B" Schedule of Services

- Consultant shall submit a schedule to the City's Landscape Inspector to include a start and completion date for the tree removal
- The Scope of Services will be complete by December 2, 2013

# EXHIBIT "C" Compensation

Area 6 Fiesta	Price of Each	Number of	Sub-Total
Homes		Trees	Amount
Sumac to be			
Removed and		76	
Grind Stump			
<b>Eucalyptus to</b>			
be Removed		76	
and Grind		70	
Stump			
Mulberry to			
be Removed		10	
and Grind			
Stump			
Mesquite to be			
Removed and		15	
Grind Stump			
Other Kinds			
of Trees to be		13	
Removed and			
Grind Stump			
		<b>Total Contract</b>	
		Amount	

# EXHIBIT "D" **Consultant Questionnaire**

When filling in the "Consultant Questionnaire," the following information shall be submitted (Additional information in the form of brochures, etc., may also be submitted; return of any application material, if desired, must be arranged by the applicants at their expense):

General	Information

Comer				
a.	Legal name of firm(s).			
b.	Firm's principal address.			
c.	Telephone number.			
d.	Date			
e.	Signature			
Part I Management				
a.	Names and addresses of all proposed subconsultants, if any and the type of work they will perform.			
b.	Name of all personnel and number of years practicing tree removal.			

c.	Name of assigned personnel and what responsibilities they will have with the tree removal.
d.	Type of organization for your firm, (partnership, corporation, etc.), and a list of all parties authorized to bind the company.

# EXHIBIT "E"

# Sample Contract Agreement for Tree Removal in Area 6 Fiesta Homes

#### CITY OF COACHELLA

# CONTRACT AGREEMENT FOR TREE REMOVAL AND STUMP GRIND AREA 6 FIESTA HOMES

October 9, 2013

{PLACE CONTRACTOR'S ADDRESS HERE}

Re: Contract Agreement for {CONTRACTOR} to Remove All Trees in Area 6 Fiesta Homes

Dear Mr. {CONTRACTOR'S REP.}

This Contract Agreement shall be our Agreement regarding the Removal of Trees in Area 6 Fiesta Homes ("Contractor") as an independent contractor to the City of Coachella for the City's {JOB DESCRIPTION}

The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$XXXXXX

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and hamless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by December 2, 2013, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

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CITY OF COACHELLA	CONTRACTOR	
Approved by:	Reviewed and Accepted by Contractor	
David Garcia, City Manager	Signature	
	Name	
Carlos Campos, City Attorney	Title	
	Date	