

**TOWN OF LOS GATOS
DEPARTMENT OF PARKS AND PUBLIC WORKS
41 MILES AVENUE, LOS GATOS, CA 95030**

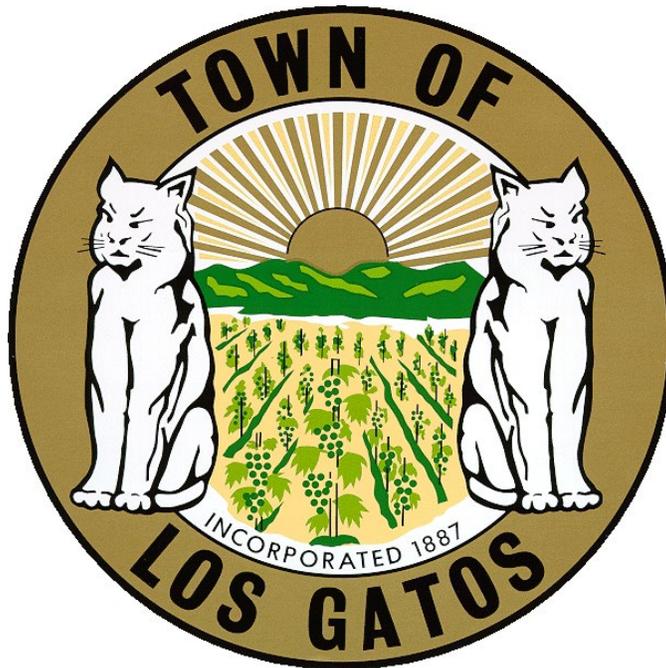
**REQUEST FOR PROPOSAL
FOR SERVICES**

Landscape Maintenance Services

PROPOSAL SUBMITTAL DEADLINE:

DATE: May 27th, 2022

TIME: 5:00 P.M.



REQUEST FOR PROPOSAL

1. INTRODUCTION

The Town of Los Gatos (“Town”) is soliciting Request for Proposals (RFP) from qualified firms to perform mowing, edging, turf renovation, fertilization, and landscape maintenance for Town parks, median islands, and landscape and lighting special assessment district areas. The selected proposer will be expected to deliver complete, high-quality services, and to consult and work with Town staff and others who are involved with the services. The award of any contract shall be the sole discretion of the Town. It is the intent to make one award to one Bidder for all requirements. The Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town, and to decrease quantiles based on budget constraints.

More detailed information on the project is included in Attachment A.

2. ATTACHMENTS

The attachments below are included with this Request for Proposal (“RFP”). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Proposer’s Information Form*

Attachment C – Agreement for Services

Attachment D – Cost Proposal Format*

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference: All interested proposers are required to attend a mandatory pre-bid meeting on **Tuesday May 17th, 2022 at 12:30 p.m.** at the Town of Los Gatos Service Center Administrative Building located at 41 Miles Avenue. The mandatory meeting will be followed by optional site visit to all locations.

3.2 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.

- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- 3.3 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.
- 3.4 Questions.
Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Town no later than 3:00 p.m. on May 20th, 2022. Correspondence shall be addressed to:

Jim Harbin
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 399-5775
E-mail: jharbin@losgatosca.gov (Preferred)

The Town shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the Town or its representatives.

Responses from the Town to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to sender/s without response.

- 3.5 Addenda.
Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.
- 3.6 Submission of Proposals:
All proposals shall be submitted to:

Jim Harbin
Department of Parks and Public Works

41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 399-5775

Proposals must be delivered no later than **5:00 pm on May 27th, 2022**. All proposals received after that time will not be accepted.

3.7 Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

4. **RIGHTS OF THE TOWN OF LOS GATOS**

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers regarding project scope;
- Accept other than the lowest cost offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

An agreement shall not be binding or valid with the Town unless and until it is executed by authorized representatives of the Town and of the Proposer.

5. **RFP TIMELINE**

The Town intends to select a contractor prior to July 1, 2022. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

6. **INFORMATION TO BE SUBMITTED**

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and the contractor's ability to meet those requirements.

In addition to the items included within this RFP and attachments A-D, the proposal should

include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.
- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.
- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements.

The above factors will be considered in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

9. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked

as “Confidential,” “Trade Secret,” or “Proprietary.” The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the Town’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal.
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the Town.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

13. GRATUITIES

No person shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

To avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide contractual services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime consultant or subconsultant.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

15. TERM OF AGREEMENT

The initial term of this agreement is anticipated to be for five years, subject to appropriation of funds, notwithstanding any other provision in this agreement.

16. PREVAILING WAGES

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

ATTACHMENT A
Scope of Services

Description of Median and Facilities Landscaping Work and Locations

Base Bid Locations:

1. Highway 9 between University Ave. and west of Massol Ave.
2. Highway 9 between Los Gatos Blvd. and University Ave.
3. Oka Rd. hillsides between Courtside and W. Mozart Ave.
4. Los Gatos Blvd. in front of Van Meter School to Lark Ave.
5. Blossom Hill Rd. between Los Gatos Blvd. and Cherry Blossom Ln.
6. Los Gatos-Almaden and Los Gatos Blvd, triangle lawn.
7. Los Gatos-Almaden Rd. at Los Gatos Blvd. next to triangle median.
8. Lark Ave. between Los Gatos Blvd. and Winchester Blvd.
9. Winchester Blvd. in front of the Lark Ave. Fire Station to E. Division Street.
10. Pollard Rd. north and south hillsides and the median island between York Ave. and Wedgwood Ave.
11. 162 Wedgewood Ave. between Pollard Rd. and Calle Marguerita.
12. More Ave. between Pollard Ave. and Roxbury Ln.
13. Police Operations Building front area.
14. 4 Tait Ave. property (old museum site)
15. 75 Church Ave. – Forbes Mill site
16. Belwood Gateway median island s/o Blossom Hill Rd.

ADD/ALT Locations:

17. Almond Blossom Ln e/o Harwood Rd. median island
18. Harwood Rd. n/o Alerche Dr. median island
19. Vineyard Ct. median island
20. Marchmont Rd./Hilow Rd. roadside & eucalyptus row
21. Jaime Ct. w/o Harwood Rd.
22. Campanula Pl./ Carlton Ave. porkchop island
23. LG Library hillside off Villa Ave.
24. Hwy 9 between Los Gatos Blvd. and Bella Vista Bridge roadside
25. Worcester Loop median triangle
26. Blossom Hill Rd./University Ave. porkchop island
27. Lark Ave from Garden Hill Dr. to LG Creek Trail – southside roadside
28. Wedgewood Ave. from Wimbledon Dr. to Granada Wy. – southside roadside
29. Alpine Ave. Parking Lot

Description of Services:

1. **Shrubs** – Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. Shrubs which may restrict visibility, such as those adjacent to left hand

turn lanes or those within 100 ft. of any intersection shall be kept within the height range of 12' – 36' as measured from the street level.

All shrubs shall be pruned back to clear all roadways, curbs, gutters, and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located in the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned to minimize blockage of irrigation spray patterns.

2. **Trees** – Trees which are staked shall have supports kept in good condition. Any broken or damaged supports or ties shall be replaced on the next scheduled service day for the site. Staking shall remain in place until trees are fully capable of self-support. Trees which have low-hanging, diseased, and/or dead or broken branches shall be trimmed by the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a minimum height of 12 ft, and 14 ft. where feasible.

All trees shall be pruned by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and healthy natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the Town, which shall have the responsibility for cleanup of such trees and large limbs. Any time personal property of a citizen is damaged due to fallen trees or limbs, the Contractor shall notify the Town police department immediately. Any small branches 4 inches or less which fall or are blown down from median plantings causing no damage shall be removed and disposed of by the Contractor.

3. **Groundcovers** – All groundcover such as ivy and ice plant shall be kept always trimmed behind top of curb lines and out of drainage ditches, kept out of inter-planted shrubs and trees, and trimmed to keep all signs, poles, trees, guardrails, and utility meters clear.

Agapanthus (Lily of the Nile) where planted in masse, shall be treated as groundcover. Maintenance shall include removing all spent flower immediately following the flowering season.

4. **Watering** – Water is available from the Town's automatic and manual irrigation systems at the sites. Where no irrigation system exists, irrigation shall not be considered part of this contract. The Town shall pay for all water and electricity except for water usage in excess of that needed to maintain the landscape specified herein.

Automatic controllers within the median islands shall be programmed for watering prior to 6:00am or after 11:00pm. Automatic controller programs shall be adjusted to compensate for changes in the weather and site conditions. Contractor shall not turn on/off the irrigation system at the assigned backflow preventer during standard maintenance operations. Excessive run-off of water shall be avoided.

Water shall not be allowed to pond or create a water-logged soil condition. Wasting of water or use of Town furnished water for means other than those directly related to maintenance of this project shall be prohibited.

Precautions shall be taken to prevent water from wetting pedestrians, vehicles, and pavement. Any soil washed into pavement shall be cleaned up and any eroded areas shall be filled in by the Contractor at their own expense.

5. **Irrigation System Maintenance:** - The Town shall be responsible for general maintenance of the irrigation system including piping, wiring, spray heads, electric valves, and automatic controllers. All irrigation parts and materials which are damaged or broken shall be reported to the Town. Contractor shall then submit in writing a written proposal 3 days after the discovery of the damage for repair/ replacement. A Town representative shall then determine if work shall be done by the Contractor or Town crews. Contractor is responsible for any damage caused by the Contractor.

The irrigation system shall be inspected by the Contractor on a per site visit basis during the maintenance period. It is the Contractor's responsibility to ensure that the system is operating correctly and that there is adequate coverage. All spray heads shall be kept clean and adjusted to maximize coverage and minimize overspray onto the roadway or other hardscape. Adjustments shall include raising or lowering spray heads to avoid obstructions to the flow of water and shall be done at the Contractor's expense.

All electric valves shall be kept flushed clean of sediment and debris and shall be maintained in proper working order. Valves should be kept well adjusted to ensure efficient operation of the irrigation system. The Contractor shall keep controllers clean and free of insects and grit.

No modifications may be made to the existing automatic irrigation system without expressed approval by the Town. In the event of drought conditions, the Town shall have the authority to modify the watering requirements.

6. **Weed Control** – All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within the ground cover and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept always weed free – this includes the area that extended 2 feet from the face of curb into the street area.

The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticides Regulation, the Department of Health, the Department of Industrial Relations, and all other agencies which govern the use of pesticides/ herbicides required in the performance of work on the contract.

All chemical applications are to be made with Contractor furnished Written Recommendations. Contractor is to supply the Town with a copy of Recommendations. Spray equipment and containers shall not be cleaned out and emptied on the site. Spray materials shall be non-staining.

7. **Disease and Insect Control** – All landscape areas shall be maintained free of disease and harmful insects.
8. **Litter and Leaves** – Litter, trash, leaves, and other debris shall be removed from the work sites each site visit or unless otherwise specified more often to maintain a neat and tidy appearance. Green Waste needs to be properly disposed of, and litter that is recyclable must be recycled.
9. **Disposal Fees** – All excess material shall become the property of the Contractor to be legally disposed of. The Town of Los Gatos will not reimburse the Contractor for any fees incurred.
10. **Traffic Control** – Traffic control including the use of traffic cones, barricades, advance warning signs, etc., shall comply with Caltrans standards.

Traffic lanes shall be kept open at all times except when maintenance work requires temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one lane open in each direction. The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in the left-hand turn lane(s) at the beginning of the median taper. Appropriate safety devices shall be used as required.

The Contractor shall conduct maintenance operations so as to offer the least possible obstruction to the public and to abutting property owners.

Whenever the Contractor's operations create a potential hazard to traffic or to the public, they shall at their own expense furnish, erect, and maintain such safety equipment and take other precautions as are necessary to prevent damages or accidents or injury to the public and their employees. The contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions. All flagging costs shall be born solely by the Contractor.

If a hazardous condition is observed and the Town notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the Town reserves the right to install or have installed the necessary safety equipment. The cost involved shall be deducted from any money due or to become due to the Contractor.

No material or equipment shall be stored on Town property without permission from Town staff. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of vehicular and pedestrian

traffic. Such materials and equipment shall be removed at the end of the day or when maintenance operations are suspended for any reason.

The contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to ensure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of the landscape maintenance staff.

11. **Maintenance Frequencies** – The areas described in the Description of Medians and Facilities Landscape Work and Locations above shall be maintained according to the following seasonal maintenance frequencies. This schedule is subject to change based on weather conditions.

	Duration	Frequency
Maintenance Locations:	September thru February	Two times per month
	March thru August	Three times per month
ADD/ALT Locations:	All year	Quarterly

The Contractor shall provide a maintenance schedule to the Town showing the day maintenance will be performed at each location. Permanent changes in the schedule shall be approved by the Town in advance of any change. The Town shall be noticed immediately of any missed service dates.

Description of Mowing Services and Locations:

1. **Mowing** – General turf will require mowing once per week between March 1st and October 31st, and once every other week between November 1st and February 28th. This schedule is subject to change based on weather conditions. Turf grass should be cut to between 2 inches and 4 inches during the warm season and 2 inches during the cooler season. Turf height determination will be made by representatives of the Town.

Turf in this contract should be mowed with power propelled mowers. Mulch mowing will be approved for areas as specified in the area detail below. Collection of clippings will be required for areas as specified. Mowers shall be maintained and sharpened to provide a smooth even cut without tearing the leaf blade. The blade adjustment shall provide a uniform level cut without ridges or depressions. Mowing must be done to avoid damage to trees and other obstacles located within the turf areas, such as fixtures or electrical boxes.

Contractor is responsible for damages to sprinkler heads and associated piping/fittings located in turf areas that may become damaged during mowing operations.

No mowing shall be conducted where the soil is over saturated. Alternate mowing patterns will be used whenever possible to prevent wheel ruts. If ruts are made, the Contractor shall repair this damage at their own expense.

Location	Area Square Footage	Collection Tasks
Oak Meadow Park	182,000	Mulch mow
Live Oak Manor	98,000	Mulch mow
Bachman Park	100,000	Mulch mow
Plaza Park	15,000	Collect clippings
Blossom Hill Park	260,000	Mulch mow
Belgatos Park	48,000	Mulch mow
Howes Play Lot	7,000	Collect clippings
Pageant Grounds	1,500	Collect clippings
Civic Center	40,000	Collect clippings
Los Gatos Youth Rec Center	750	Collect clippings
Oak Hill Play Lot	6,000	Collect clippings
La Rinconada Park	66,500	Mulch mow

Balzer and Baggerly baseball fields are mowed and maintained by Los Gatos Little League

2. **Edging** – Edging shall be conducted every other week throughout the calendar year. All turf edges shall be kept neatly edged to a uniform line and all grass invasions must be eliminated. Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shaped edge that extends into the soil. Such edgings shall be completed with a power edger with a rigid blade. All turf edges shall be trimmed or limited around sprinklers, valve boxes, backflow devices, park equipment, and other obstacles. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
3. **Irrigation System Maintenance** – The Town shall be responsible for general maintenance of the irrigation system including piping, wiring, spray heads, electric valves, and automatic controllers. All irrigation parts and materials found to be damaged or broken shall be reported to the Town within 3 working days.
4. **Litter and Leaves** – Litter, trash, leaves, and other debris shall be removed from the work sites per site visit or unless otherwise specified more often to maintain a neat and clean appearance. Green waste (organics) needs to be properly disposed of, and litter that is recyclable must be recycled. ***Gas blowers are not allowed to be used in the Town limits. Blowers shall be battery driven or any other non-gasoline driven method.***
5. **Disposal Fees** – All excess materials shall become the property of the Contractor to be legally disposed of as Contractor sees fit. The Town of Los Gatos will not reimburse the Contractor for any fees.

6. **Fertilization** – Turf fertilization shall be applied via PTO-driven or tow-behind broadcast spreader. **A slow-release fertilizer will be applied twice a year spring and fall with a 41-0-0 formulization.**
7. **Aeration** – Turf aeration will be mechanically performed **annually** using a core aerator, deep tine unit, verti-drain or similar device. Solid tine aerators, spikers, slitters, or similar mechanical devices that do not significantly disrupt the playing surface can be used during playing season.

Landscape and Lighting District Maintenance Specifications

Description of Work locations and Frequencies

1. **Blackwell Dr.** – Trash and weed control shall be performed on a bi-weekly basis. Irrigation shall be kept in working order. Shrubs shall be pruned to maintain structural integrity and promote aesthetics.
2. **Gemini Ct.** – Trash and weed control shall be performed on a bi-weekly basis. Irrigation shall be kept in working order. Debris shall be removed from all hardscape areas. Trees must be kept 8 feet clear above the sidewalks. Shrubs shall be pruned to maintain structural integrity and promote aesthetics.
3. **Kennedy Meadows/ Kennedy Rd.** – Maintain trail in a safe and debris-free condition on a bi-weekly basis. Trees must be kept 8 feet clear above the trail. Weeds must be kept at least 2 feet from the trail. All open space areas shall be maintained so that weeds are no taller than 3 inches high. Keep brush and weeds 10 feet away from fence at 101 Forrester Court. Fill doggie-pot dispenser as necessary.
4. **Santa Rosa Heights/Santa Rosa Drive (Shannon Rd.)** - Maintain trail in a safe and debris-free condition on a bi-weekly basis. Trees must be kept 8 feet clear above the trail. Weeds must be kept at least 2 feet from the trail. Maintain a fire safety zone of 30 ft. from adjacent properties.
5. **Hillbrook at Blossom Hill Rd.** – Trash and weed control shall be performed on a bi-weekly basis. Irrigation shall be kept in working order. Mow and edge turf area. Shrubs shall be pruned to maintain structural integrity and promote aesthetics.
6. **Vasona Heights at Blossom Hill Rd/ Roberts Rd.** –
 - i. Blossom Hill Rd. Section – Keep all landscaped areas trash and weed free on a bi-weekly basis. Shrubs shall be pruned to maintain structural integrity and promote aesthetics. Maintain irrigation in working order. Keep all hardscape areas clear. Maintain pathway lighting.
 - ii. Los Gatos Creek Trail Section – Keep trail trash and debris free on a bi-weekly basis. Maintain at least a 2-foot area off the trail free of weeds. Keep all trees 8 feet clear above the trail.

**ATTACHMENT B
Proposer's Information Form**

PROPOSER (please print): _____

Address: _____

1st Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

2nd Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture Partnership Corporation

Year incorporated? _____ In what state? _____

When authorized to do business in California?): _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1 2 3 4 5 6

_____ No Addendum/Addenda Were Received (check and initial)

PROPOSER’S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer’s Signature

Proposer’s typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint Venture
(type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint Venture
Name (type or print)

Date: _____

(3) If Proposer is a CORPORATION,

the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ (Title)

and _____ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

Signature

Name of Member of the Corporation (type or print)

Date: _____

Signature

Name of Member of the Corporation (type or print)

Date: _____

**ATTACHMENT C
SAMPLE
AGREEMENT FOR SERVICES**

THIS AGREEMENT is dated for identification **this XX of XXX, 2019**, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and **SERVICE PROVIDER NAME** (“Service Provider”), whose address is **XXXX**. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide Pressure Washing and Parking Lot Sweeping services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on XXXX, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin July 1, 2019, or on the agreement execution date, whichever is later, and will continue through June 30, 2024, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$XXXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.

- 2.9 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made

for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

1. The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

3. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

4. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

5. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
6. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
7. No contractor or subcontractor may be awarded 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. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
8. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.
9. The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

<p>Town of Los Gatos Attn: Town Clerk 110 E. Main St., Los Gatos, CA 95030</p> <p>Service Provider</p>	<p>Attn: Address City, ST, ZIP</p>
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or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement

Town of Los Gatos by:

Service Provider by:

Laurel Prevetti, Town Manager

Title

Recommended by:

Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, CMC, Town Clerk

**ATTACHMENT D
 BID PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

COST PROPOSAL

TABLE A - Base Bid Schedule Median and Facilities Maintenance

Bid Item	Description	Quantity	Services per year	Unit Price per service	Total price	Total Hours
01	September thru February (1 – 16)	2 services per month	24			
02	March thru August (1 – 16)	3 services per month	36			
TABLE A Base bid total:						

TABLE B - ADD-ALT Median and Facilities Maintenance

03	ADD/ALT (17 – 29)	Quarterly	4			
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TABLE C - Base Bid Schedule Mowing

Bid Item	Location	# of services/year	Unit Price	Total Item Price	Total Hours
04	Oak Meadow Park	44			
05	Live Oak Manor	44			
06	Bachman Park	44			
07	Plaza Park	44			
08	Blossom Hill Park	44			
09	Belgatos Park	44			
10	Howes Play Lot	44			
11	Pageant Grounds	44			
12	Civic Center	44			
13	Los Gatos Youth Rec	44			
14	Oak Hill play Lot	44			
15	La Rinconada Park	44			
Mowing Base Bid Total:					

TABLE D - Base Bid Schedule Landscape and Lighting Districts

Bid Item	Location	# of services/year	Unit Price	Total Item Price	Total Hours
16	Blackwell Dr.	26			
17	Gemini Ct.	26			
18	Kennedy Meadows	26			
19	Santa Rosa Heights	26			
20	Hillbrook	26			
21	Vasona Heights	26			
Landscape & Lighting District Base Bid Total:					

Total Bid Pricing

Bid Item	Description	Total Price	Total Hours
22	Table A - Medians & Facilities		
23	Table B - ADD/ALT Locations		
24	Table C - Mowing		
25	Table D - Landscape & Lighting		
Grand Total:			

Miscellaneous Turf Services as needed:

Unless otherwise noted, rates shall include labor, equipment, and disposal

	Description	Unit	Unit Price	Total Price
1.	Turf aeration twice a year at all parks	Lump Sum		
2.	Turf fertilization twice a year at all parks	Lump Sum		
3.	Turf removal and replacement at Plaza Park	Sq. Ft.		
4.	Repair ½" – 1" lateral PVC pipe	Each		
5.	Replace 1¼" – 3" main line PVC pipe	Each		
6.	Replace 1¼" – 2" inline valve	Each		

Labor Rates for Emergency and After Hours Work as Required:

Labor rates must reflect prevailing wages.

Labor Category	Straight Time (\$/hour)	Overtime (\$/hour)
Foreman		
Flagger		
Laborer		
Operator		