### CITY OF COACHELLA REQUEST FOR PROPOSALS (RFP)

**Wrought Iron Fence Re-Painting within Certain LLMD Areas:** 

**Prepared and Issued by:** 

CITY OF COACHELLA ENGINEERING DEPARTMENT 1515 SIXTH STREET COACHELLA CA 92236

July 25, 2013

## **REQUEST FOR PROPOSALS Wrought Iron Fence Re-Painting:**

## **Certain LLMD Areas**

## TABLE OF CONTENTS

RFP:		<u>Page</u>
A.	General Information	3
B.	Project Narrative	3
C.	Scope of Work	4
D.	Proposal Format	5
E.	Selection Process	5
F.	Application Procedures	5
G.	Schedule	6
H.	Instructions for Completing Consultant Questionnaire	7
EXHII	BITS:	
A.	Scope of Services	
B.	Schedule of Services	
C.	Compensation	
D.	Consultant Questionnaire	
E.	Sample of Agreement	

#### A. <u>GENERAL INFORMATION</u>

- 1. The City of Coachella intends to award a single agreement to one contractor to work with city staff.
- 2. Submit three (3) copies of your project proposal in a sealed envelope to the Engineering Department. No proposal will be considered unless the attached consultant questionnaire is filled out and returned.
- 3. Address proposals to:

City of Coachella Engineering Department 1515 Sixth Street Coachella, CA 92236

Attention: Jonathan Hoy, P.E., City Engineer

- 4. Final submittal time: 2 p.m., Monday, August 19, 2013
- 5. Contact person: Lynn Germain, Senior Management Analyst–760-398-5744 x 178
- 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:

Various Landscape and Lighting Maintenance District (LLMD) Locations

#### 2. Funding Source:

**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 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 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. 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.
- 7. **Bid Packets** The City will prepare a map for Each Area within the LLMD that will participate in the Wrought Iron Fence Re-Painting.
- 8. **Completion Invoicing -** Consultant shall submit an invoice upon completion of the Wrought Iron Fence Re-Painting to the City.

#### D. PROPOSAL FORMAT:

Three copies of the proposal shall be submitted to the City and contain the following information, in the following order:

- 1. **Cover Letter** The cover letter shall identify that the consultant has a clear understanding of the project scope, timing, and a list of names of individuals who will be primary contacts.
- 2. **Qualifications -** A list of qualifications relating to the consultant's experience and knowledge in tree removal. (Complete and submit Exhibit D).

#### Under a separately sealed envelope provide the following:

1. Fee Schedule - Provide cost breakdown for each Area at a flat rate.

#### F. <u>SELECTION PROCESS:</u>

Evaluation of the proposals will be made by an evaluation committee determined by the city. The written proposal will be evaluated and scored on the following minimum criterion by the following:

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.

No Pre-Bid Conferences will be held. Prospective bidders may visit the Project Site without making arrangements through the City Engineer.

All questions and/or Addendum(s) will be available on the City's Website <u>Coachella.org</u>, it is the responsibility of the applicant to review.

#### G. <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.

## H. SCHEDULE

<u>Task</u>	<b>Tentative Date</b>	
RFP Noticed	7-25-13	
Last day to submit written questions to City	8-12-13	
RFP Submittal	8-19-13	
City Council awards the contract	9-11-13	
Sign Contract	9-12-13	
Issue Notice to Proceed	9-26-13	
Proceed with Wrought Iron Fence Re-Painting	10-1-13	

#### I. 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 landscape improvements.

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

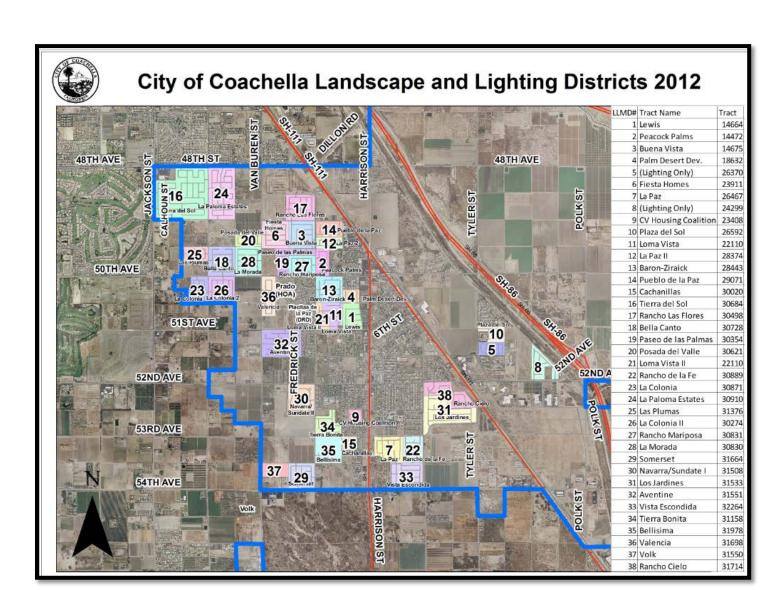
Office locations; if any in addition to the principal address listed above.

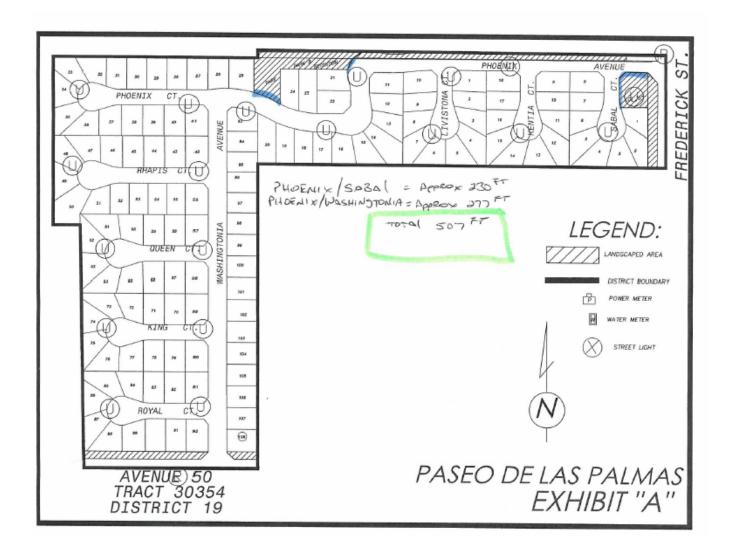
Names and addresses of all proposed subconsultants, if any and the type of work they will perform.

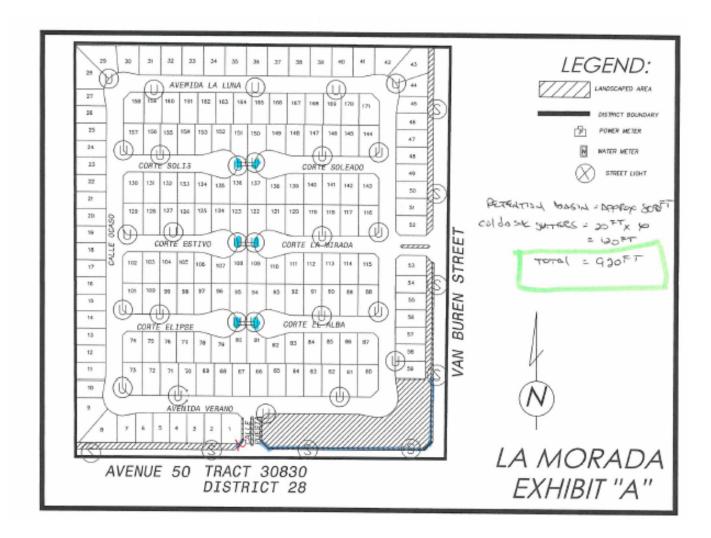
Type of organization for your firm, (partnership, corporation, etc.), and a list of all parties authorized to bind the company.

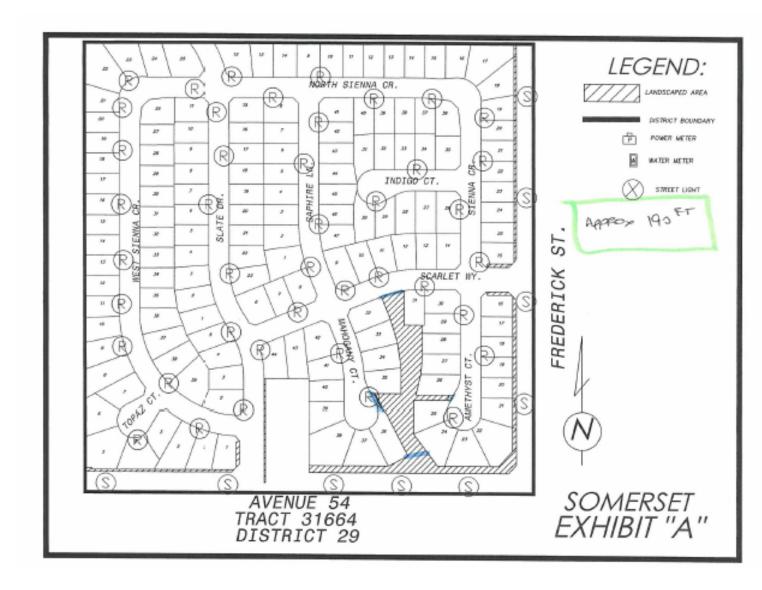
## EXHIBIT "A" Scope of Services

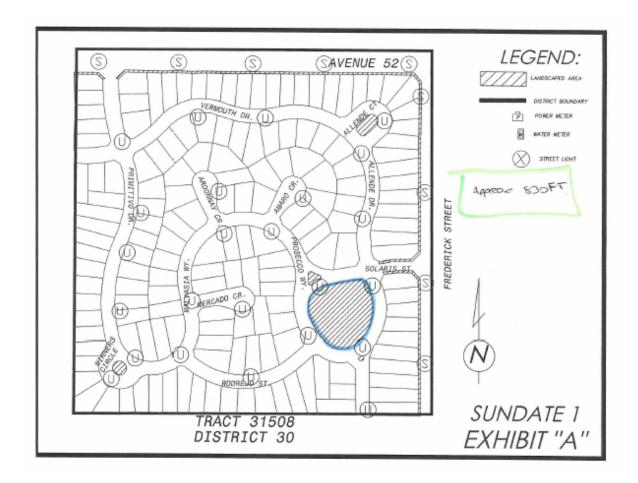
- Pressure Washing for the removal of dirt, debris, spider webs, ragged & chipped paint
- One coat of primer
- One coat of color match according to original paint color (or, if different, in writing from the City)
- When necessary plant material abatement (According to City)
- Traffic Control Plan if necessary
- Approximately 6,650 Linear Feet of Wrought Iron

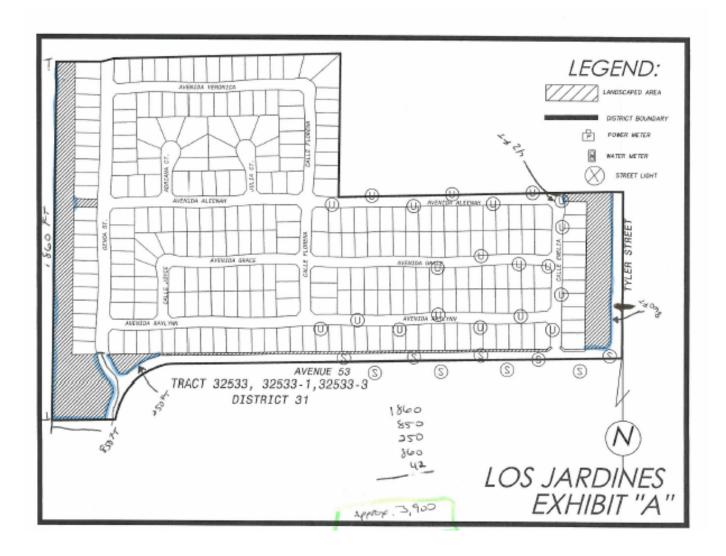


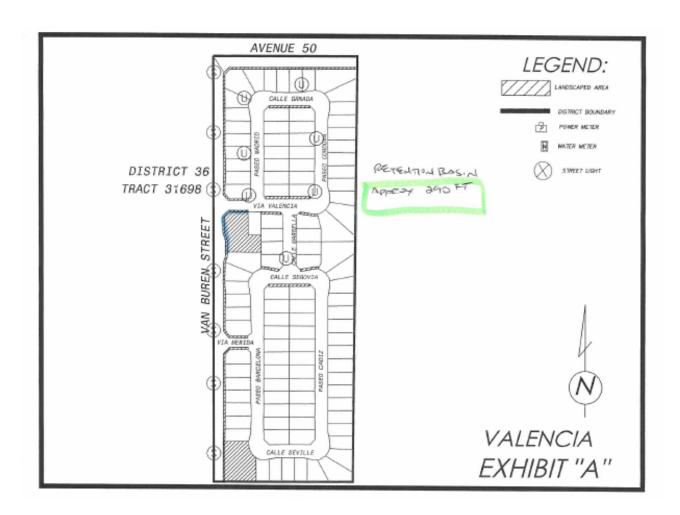












# EXHIBIT "B" Schedule of Services

•	The Scope of	Services	will be	complete by	November /	15, 2013
---	--------------	----------	---------	-------------	------------	----------

# EXHIBIT "C" Compensation

Description	Amount
Area 19 – Approximately 507 Linear Feet	
Area 28 – Approximately 920 Linear Feet	
Area 29 – Approximately 190 Linear Feet	
Area 30 – Approximately 830 Linear Feet	
Area 31 – Approximately 3,900 Linear Feet	
Area 36 – Approximately 290 Linear Feet	
Total Contract 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	u momunon
a.	Legal name of firm(s).
b.	Firm's principal address.
c.	Telephone number.
d.	Date
e.	Signature
Part I 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 painting.

c.	Name of assigned personnel and what responsibilities they will have with the wrought iron re-painting.
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 Wrought Iron Fence Re-Painting within Certain LLMD Areas

#### CITY OF COACHELLA

#### CONTRACT AGREEMENT FOR

#### WROUGHT IRON FENCE RE-PAINTING WITHIN CERTAIN LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

XXXXX XX, 2013

Contractor Address

Re: Contract Agreement for \*Contractor\* for Wrought Iron Fence Re-Painting and Color Matching According to Original Color within certain Landscape and Lighting Maintenance Districts (LLMD).

Dear XXXXX.

This Contract Agreement shall be our Agreement regarding the Wrought Iron Fence Re-Painting and Color Matching According to Original Color within certain <u>LLMDs</u> ("Contractor") as an independent contractor to the City of Coachella for the City's Wrought Iron Fence Re-Painting and Color Matching According to Original Color within certain <u>LLMDs</u>.

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 \$XXXXXXX, detailed in Exhibit "B".

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 employee 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 XXXXXX 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.

CITY OF COACHELLA	CONTRACTOR
Approved by:	Reviewed and Accepted by Contractor
David Garcia, City Manager	Signature
	Name
Jonathan Hoy, P.E. City Engineer	Title
	Date
Carlos Campos, City Attorney	

### Exhibit "A"

- · Pressure Washing for the removal of dirt, debris, spider webs, ragged & chipped paint
- One coat of primer
- One coat of color match according to original paint color (or in writing from City)
- When necessary plant material abatement (According to City)
   Traffic control plan if necessary

## Exhibit "B"

Location	Amount
Area 19	
Area 28	
Area 29	
Area 30	
Area 31	
Area 36	
Total	