

DATE: June 25, 2015

TO: Watershed Conservation Authority Governing Board

FROM: Jennifer Thompson, Fiscal Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 10: Consideration of a resolution approving a contract for on-call property and landscape maintenance services.

RECOMMENDATION: The WCA Governing Board approve a contract with DBI Services to provide on-call property and landscape maintenance services for WCA properties for a one year period with an option to extend one year.

BACKGROUND: The Duck Farm, River Wilderness Park, and Walnut Creek properties require periodic ongoing property maintenance to meet the requirements set forth by the Los Angeles County Weed Abatement Program and to insure that these and our other properties are otherwise clear of nuisance weeds that impair establishment of desired plants.

Property maintenance includes, but is not limited to, mowing, plant maintenance, mechanical and manual weed control, pre- and post-emergent weed control applications, and tree/shrub pruning. The Duck Farm property consists of 59 acres of land that includes 52 acres of open space. Approximately 30 acres are currently under park development with the remaining portion leased and maintained by tenants. The River Wilderness Park properties include 70 acres of which 58 acres is vacant open space and 8 acres is leased and maintained by Rainbow Ranch tenant. Walnut Creek Habitat and Open Space Property encompasses a total of 60.9 acres, a combination of 6.9 acres held by the City of San Dimas, and the WCA's 54 acres which includes 52 acres of open space.

In addition, to the utilization of professional contractor services, the WCA engages the services of at-risk youth conservation corps to provide supplemental property maintenance services under an interagency agreement through the Rivers and Mountains Conservancy as part of that entity's JPA contribution to the WCA. The purpose of this on-call contract is to provide specialized weed and pest control services that fall outside the services that can be provided by the youth conservation crew.

On April 05, 2015, the WCA issued a request for proposals (RFP) for on-call property maintenance services (Exhibit A). The RFP was posted on the WCA website and email invitations were sent to 19 area companies that offer property maintenance services of this type. Four firms attended the non-mandatory job walk on April 13th, 2015; however, by the April 28th, 2015 proposal submission deadline no proposals were received. The RFP was re-issued on May 15th with two firms attending the non-mandatory job walk at the Walnut Creek property. By the proposal due deadline of June 9th, a single proposal was received from a qualified firm and at a proposed fee schedule rate that is comparable to rates incurred for this service in the past and is therefore deemed competitive by staff.

Staff recommends awarding the contract to DBI Services for an on-call value not to exceed amount of \$19,000 which is the budgeted line item for Weed Abatement in the Fiscal Year (FY) 2015/16. This budget will be cumulatively applied between DBI Services and an existing contract with LA County Agricultural Commissioner/Weights and Measures which is specific to the Duck Farm property and valid through December 2015. Expenditures under both contracts will continue be on an on-call basis. Included in this authorization will be an option, per the RFP, to extend the contract for an additional year for a value not to exceed the annual budgeted line item set forth in an approved FY16/17 budget.

It should be noted, there is no guaranteed minimum contract value by virtue of executing this contract. Actual payments will be managed through specific proposals, scopes of work and quotes based on approved fee schedules. Payments to contractor will only be made for work satisfactory provided and approved by the WCA Executive Officer. The WCA will also continue to utilize the services of at risk youth corps, as needed, to supplement the work performed under this contract.

FISCAL INFORMATION: The contract for on-call property and landscape maintenance services will be awarded under the category of Property Maintenance within the Fiscal Year 2015/2016 Budget for Weed Abatement service, valued at \$19,000. The option to extend the contract, if exercised for FY 16/17, will reflect a budgetary limit not to exceed the value set forth under a duly board approved FY16/17 fiscal year operating budget. Sufficient funds are available from projected lease income from the Duck Farm and El Encanto properties.

NOTICE OF INVITING PROPOSALS FOR ON-CALL PROPERTY MAINTENANCE SERVICES

The Watershed Conservation Authority (WCA) is requesting proposals for a second time due to no proposals and/or bids being received under the Request for Proposal issued on April 3, 2015.

The WCA requesting proposals from qualified entities to provide services for on-call property maintenance. The WCA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains and the Los Angeles County Flood Control District. The purpose of the Authority includes providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed. The objective of this solicitation is to select a qualified contractor to provide on-call property maintenance of WCA owned and managed properties.

The WCA has ownership of six properties, of which include portions of undeveloped open space (from 7 acres to 234 acres). The properties also include portions of open space under development, which are subject to construction zones that would fall outside the scope of the requested services. The WCA owned properties that are subject to the services described in this Request for Proposals are fully described in **Exhibit A**.

A site tour will be held at one of the four locations where the majority of services will be provided. These pre-proposal site visit will be held on the following date and location:

June 2, 2015 at 9:00am @

Walnut Creek, Meet in the turnaround parking lot before the main entrance where the Tzu Chi Foundation facilities are located. Address is at 1100 S. Valley Center Ave. San Dimas, CA. If you need assistance with directions please call 626-815-1019.

All potential proposers should attend the site walk if possible; however attendance is not mandatory to proposal acceptance.

Each proposal must be submitted on the forms available in the enclosed Request for Proposals (RFP) package. Proposals shall be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702, **on or before 3:00 p.m. on Tuesday, June 9th, 2015**. Proposals shall be identified as **“On-call Property Maintenance Services - WCA Properties”** on the envelope. No faxed or e-mail proposals will be considered. If you have questions before submitting your proposal please contact Jennifer Thompson, WCA Fiscal Manager, 626-815-1019 ext. 118 or at jthompson@wca.ca.gov. The proposal(s) found to be most advantageous to meet the needs of the WCA shall be submitted to the WCA Board for their consideration to award. The board has the right to reject any proposal at their discretion.

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REQUEST FOR PROPOSALS
for
On-call Property Maintenance Services



100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Primary Contact:

Jennifer Thompson, Fiscal Manager

626-815-1019 ext 118

jthompson@wca.ca.gov

Date of Release: May 15, 2015

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EXHIBITS

Exhibit A:	Description of Properties
Exhibit B:	WCA Information Sheet
Exhibit C:	Checklist of Proposal Packet
Exhibit D:	Proposal Form
Exhibit E:	Affidavit of Non-Collusion
Exhibit F:	Sample Agreement for Contractor Services with Insurance Alternatives

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1. INTRODUCTION AND OVERVIEW:

The Watershed Conservation Authority (WCA) is requesting proposals from qualified entities to provide on-call property maintenance services. ***This is the second solicitation due to no bids/proposals being received during the last issued Request for Proposals.*** The objective of this solicitation is to select an entity that is best qualified to provide the requested services.

- 1.1 Summary of Requested Services: Proposals are invited for property maintenance. Proposers may submit proposals for any or all elements of the work. The goal of this Request for Proposal (RFP) is to provide the WCA sufficient information for the selection of contractors on the basis of qualifications and cost. All proposers must hold the appropriate Local and California State licenses, where required, to perform the work proposed under this solicitation.

Proposers must submit a rate/cost schedule for the items listed in the Scope of Work herein based upon each type of service to be provided. For example weed abatement services (herbicide applications, weed whacking, flail mowing, mowing, discing, blading, tractors, etc.) must be listed separately from tree pruning and mulching, etc.

The contractor(s) shall provide as-needed services for unimproved and improved portions of the properties described in **Exhibit A**, the majority of the work will be completed on the Duck Farm, the River Wilderness Park, and the Walnut Creek Habitat and Open Space Properties. There may also be the need to perform some limited weed abatement activities at the South Gate Habitat Restoration Area or other acquired properties under the contract period to meet LA County annual fire clearance requirements. Services shall include property maintenance and directed work in a manner to ensure proper upkeep of the property, including but not limited to tree pruning, weed abatement, debris removal, mulching, and directed herbicide applications, as well as, pest control services. All work shall be carried out in a timely manner based on pre-approved proposals per each requested service and in accordance with local codes and in accordance with industry standards and methods.

- 1.2 About the WCA: The WCA is a local public entity of the State of California known as a Joint Powers Authority, exercising the joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and Los Angeles County Flood Control District (LACFCD) pursuant to Section 65000 et seq. of the Government Code. The purpose of the WCA is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation. Additional information about the agency can be found at www.wca.ca.gov and within **Exhibit B, WCA Information Sheet.**

2. DEFINITIONS:

Whenever the following terms are used in this request for proposal, they shall be understood to mean and refer to the following:

- 2.1 Contractor: Shall be referred to hereafter as the qualified person or persons, company firm or corporation who has been awarded a contract pursuant to the scope of work outlined below from the WCA.
- 2.2 Proposer: Shall be a qualified Contractor, and or entity, who holds a relevant current local and/or State license with all appropriate certification for their specialty and/or the right to engage in the proposed work as a matter of their normal business activities/license.

3. PROPOSALS:

- 3.1 Proposers are requested to submit proposals offering services in accordance with Section 4, and in a format specified in Section 10 of this Request for Proposals (RFP).
- 3.2 This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the WCA reserves the right to reject any and all proposals received, to waive any informality on any proposal and to be the sole judge of the relative merits of material mentioned in the respective proposal received. WCA is responsible only for that which is expressly stated in this RFP.
- 3.3 WCA is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.
- 3.4 WCA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposals prepared and/or submitted in response to this request. Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.
- 3.5 WCA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested a Proposer's failure to address the requirements of such addenda may result in the WCA's disregard of the Proposer's submittal. Proposals shall acknowledge receipt of any and all addenda received by the proposer.
- 3.6 WCA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.
- 3.7 No changes to the proposals shall be allowed after submittal to WCA.
- 3.8 Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

- 3.9 Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal.
- 3.10 WCA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color or gender.
- 3.11 The Contractor shall take all formal direction from the WCA Project Manager assigned the responsibility to oversee these services. All activities related to administration of the Contractor's agreement will be managed by the assigned WCA Project Manager.
- 3.12 The services shall be overseen by the Project Manager or designee assigned by the Executive Officer of the WCA.

4. SCOPE OF SERVICES:

- 4.1 All work shall be done according to local codes and in accordance with industry standards and methods and in a prescribed manner as determined by the WCA or its designee. The WCA and Contractor shall agree upon the scope of work and not to exceed price for each requested service based on the schedule of rates quoted in the Proposal Form, **Exhibit D**.
- 4.2 The scope of work for each service rendered shall be agreed upon in writing and approved by the authorized WCA representative before work can proceed.
- 4.3 Contractor is responsible to furnish adequate staff and equipment to meet deadline agreed upon for the work.
- 4.4 Contractor shall ensure that all work conforms to prevailing standards and applicable codes.
- 4.5 Contractor shall at all times have one (1) person who shall be responsible for the conduct and supervision of any staff on site.
- 4.6 Contractor shall at all times furnish the equipment and personnel needed to complete the required work in the most efficient manner.
- 4.7 Contractor shall obey all State and Federal Laws and codes, all local ordinances and regulation and any other laws, codes, ordinances and regulations that may apply. It is the responsibility of the contractor to keep informed of these laws, codes, ordinances and regulations and to keep informed of any changes to them.
- 4.8 Contractor will promptly notify the WCA of any damage to public or private property as a result of activities authorized under the contract resulting from this RFP.
- 4.9 All work which is determined by the WCA or its designee to be unacceptable or deficient in any of the requirements of the RFP and resulting contract shall be

remedied by the Contractor at their sole expense in a manner acceptable to the WCA.

- 4.10 On-call contract will be for a period up to 12 months (tied to WCA's fiscal calendar July 1 to June 30) with the option to extend an additional 12 months.
 - 4.11 Prior to execution of a contract, the contract will be placed on the agenda for authorization by the WCA Governing Board at their next public meeting.
5. **PROJECT MANAGER**: The Project Manager(s) is the person(s) assigned by the WCA Executive Officer to oversee, direct, and coordinate the requested services.
 6. **PAYMENT**: Payment shall be made after an approved invoice is submitted. Contractor shall submit an invoice for all work itemizing each task and paid within a 30 day period. Payment shall not be made until the WCA or its representative, have inspected each phase of work and determined that the project has been satisfactorily completed.
 7. **PERMITS**: All permits as appropriate, fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors and may be reimbursed upon completion and approval by the permitting agency.
 8. **INSURANCE**: Contractor will show proof of Workers Compensation Insurance, General Contractors' Insurance and Auto Insurance with the General and Auto Insurance to be at least \$1 million per occurrence. The contractor must also have the Watershed Conservation Authority, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Los Angeles Flood Control District and the Mountains Recreation and Conservation Authority as Additionally Insured. There are Insurance Alternatives to the Written Agreement and the contractor must select either Alternative 1 or 2 upon contract execution.
9. **GENERAL CONDITIONS**:
 - 9.1 Responses to this RFP shall be made according to the specifications and instructions contained herein.
 - 9.2 Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Contractor(s) and WCA.
 - 9.3 The submission of a proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in respect to the character, quality and quantities of the properties listed in this RFP.
 - 9.4 Anything called for in any one of said documents shall be deemed to be required equally as if called for in all these documents; Request for Proposal, Proposal Form, Affidavit of Non-Collusion, Statement of Experience, and Written Agreement executed by the parties, shall constitute the Contract; the documents constituting the same are intended to be read together and to require a complete and finished

piece of work, including all labor, materials and equipment necessary for the proper execution and completion thereof.

- 9.5 The Proposer(s) to whom the award is made will enter into a written contract with the WCA. In case of default by the Contractor, the WCA reserves the right to procure the services from other sources and to hold the Contractor responsible for any excess costs incurred by the WCA thereby. A copy of a sample Draft WCA contract is attached (**Exhibit F**).
- 9.6 A site tour will be held at one of the four locations where the majority of services will be provided. These pre-proposal site visit will be held on the following date and location:

June 2, 2015 at 9:00am @

Walnut Creek, Meet in the turnaround parking lot before the main entrance where the Tzu Chi Foundation facilities are located. Address is at 1100 S. Valley Center Ave. San Dimas, CA. If you need assistance with directions please call 626-815-1019.

All potential proposers should attend one or both of these pre-bid meetings; however attendance is not mandatory to proposal acceptance.

- 9.7 Questions and comments concerning this RFP shall be directed to Jennifer Thompson, fiscal manager with the WCA at 626-815-1019 ext 118 or at jthompson@wca.ca.gov. Verbal questions are also welcome during the non-mandatory site visit. Note that the WCA's responses to question and request for clarifications will be shared with other potential proposers through e-mail and the WCA website.
- 9.8 It is recommended that potential proposers inform Jennifer Thompson of their intention or interest in responding to this RFP. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

10. FORMAT OF PROPOSAL:

- 10.1 The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Submittals should be received by Watershed Conservation Authority **on or before 3:00p.m. on Tuesday, June 9th, 2015.**
- 10.2 The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope and marked as "**On-call Property Maintenance Services - WCA Properties**" on the envelope. No faxed or e-mailed proposals will be considered. Proposals must be submitted to 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 at the attention of Jennifer Thompson, Fiscal Manager. One (1) copy of the completed Proposal Form shall be submitted to the WCA.

- 10.3 Proposal submittals shall be organized as indicated below. Specific requirements for each of the Consultant's proposal sections are included hereinafter.

11. MANDATORY PROPOSAL CONTENTS:

- 11.1 Section 1: Completed Checklist of Proposal Packet
- 11.2 Section 2: Completed Proposal Form with detailed fee/cost schedule
- 11.3 Section 3: Statement of Experience
- 11.4 Section 4: Signed Affidavit of Non-Collusion

12. SPECIFIC REQUIREMENTS FOR EACH SECTION OF THE PROPOSAL:

- 12.1 Section 1: "Completed Checklist of Proposal Packet" shall serve as a cover to submitted proposals and shall consist of the completed checklist, see included as **Exhibit C**.
- 12.2 Section 2: "Completed Proposal Form with detailed fee/cost schedule" shall provide rates for the prescribed services. The Proposer shall submit rates on **Exhibit D**. Rates quoted will be applicable for the initial duration of this agreement, i.e. up to 12 months (based on the WCA fiscal calendar). If the option for a 12 month extension is carried forward, rates may be adjusted to allow increased costs subject to written agreement with the WCA representative.
- 12.3 Section 3 "Statement of Experience," shall include, but not be limited to the following information: 1) list relative experience of supervisor and staff responsible for the delivery of services; 2) A listing of related work experience and/or projects within the last 5 years which reflects ability to satisfactorily complete requested work; 3) A list of up to five (5) references and respective contact phone numbers.
- 12.4 Section 4 "Signed Affidavit of Non-Collusion" shall consist of a completed and signed affidavit of non-collusion, see **Exhibit E**.

- 13. EVALUATION CRITERIA:** Proposals that are determined to be responsive to the requirements of this RFP as indicated in Sections 10 and 11 shall be evaluated based on the following criteria:

13.1 SUMMARY OF SCORING

General Quality and Responsiveness of the Overall Proposal:

(10 pts) Completeness of RFP package and responsiveness to RFP requirements

Proposal Form with Task Pricing:

(**35 pts**) Fees associated with proposal

Statement of Experience:

(**20 pts**) Level of experience/expertise of supervisor and staff in the delivery of the requested services

(**35 pts**) Firm's level of experience with providing similar services

Proposals will be evaluated based on the criteria in Section 10. Scores will be averaged, and ranked. Final selection will be based on the identification of the highest benefit to the WCA in providing the requested services. This determination will be established on a combination of the evaluation criteria.

Exhibit A – DESCRIPTION OF PROPERTIES

DUCK FARM: Located at 12936 Valley Blvd, La Puente, CA 91746.

The Duck Farm is a 59 acre property constituting of Assessor's Parcel Numbers: 8110-001-901, -902, -903; 8110-017-900; 8110-021-900, -901, -902, -903; 8110-029-904, -905, -906, -907, -908, -910; 8115-001-908, -909; 8115-001-904, -905, -906, -907, -908, -909. Located on the property is an unoccupied commercial garage/barn facility located on the property that is subject to being leased and/or utilized, as well as, an unoccupied two story farm house. As part of the larger property there is a two-story single family home with pool and attached stables located at 455 Rall Ave, La Puente which is currently occupied with a tenant and an Equestrian Center with related facilities, including a 16 stable barn, two arenas, two horse walkers, tack barn/enclosed stables, hay storage structure, and row of pipe stalls. The Equestrian Center, located at 451 Rall Ave, La Puente is currently occupied by a tenant. Overall, the property consists of approximately 52 acres of open space, of which approximately 30 acres is in the process of development to become a public park. Excluded from this contract is the southern portion of the property currently leased by a wholesale nursery and is maintained by that tenant as part of that lease.

Park amenity construction is targeted to begin in 2015 with the park will include a variety of public amenities and structures including shade arbors, interpretive signage, graphics, decorative fencing, restroom facility and septic system, picnic area, DG trails, decorative walls and drinking fountains, lighting, etc.

The undeveloped portions of the property require annual and periodic weed control/abatement via flail mower and may include application of herbicides/pre-emergent to discourage future weed growth.

The developed portions of the property require a fall mowing regime and the possibility of a late winter/spring mowing regime if necessary to control weeds and establish/maintain native grass stands. Selective application of herbicide and/or other weed control efforts may also be required (weed whacking, manual weed extraction, herbicides, pre-emergent application, etc.)

Tree trimming/pruning and mulching onsite is required on an as needed basis.

RIVER WILDERNESS PARK: Located at 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702

The River Wilderness Park is a 70+ acre property consisting of Assessor's Parcel Numbers: 8684-027-901, -902, -903. Located on the property is an apartment over a double car garage and a duplex which are currently occupied with tenants as well as a 5,000 square foot office building occupied by the WCA and its partner agencies. Approximately 3 acres is occupied and leased to an adjacent property owner with that portion of the property being maintained as part of the lease. The property also consists of approximately 58 acres of vacant open space, including a 2 acre parking lot.

Weed control/abatement services, including weed wiping, mowing, and/or application of herbicides/pre-emergent, are required annually along roads found throughout the property, and around the parking lot and structures found onsite. A defensible space is also maintained between the onsite structures and adjacent hillside vegetation. Tree trimming/pruning and mulching onsite is required on an as needed basis.

SOUTH GATE HABITAT RESTORATION AREA / PARQUE DOS RIOS: Located near the northwest intersection of Imperial Highway and the 710 Freeway in South Gate, CA

The South Gate Habitat Restoration Area is a 7+ acre property, consisting of Assessor's Parcel Numbers: 6233-032-902, -903, 6233-037-003, -007. The property is slated to become a restored passive recreational space along the existing Rio Hondo bike path as it connects with the LA River bike path, known as Parque Dos Rios. The site consists of open space and does not have any structures or buildings on site. Development of Parque Dos Rios is expected to be completed in coming years with the site becoming subject to a construction zone.

WALNUT CREEK HABITAT & OPEN SPACE: Located at 1100 S. Valley Center Ave., San Dimas, CA 91773.

The Walnut Creek Habitat and Open Space is a 60 acre property that is closed to the public and posted no trespassing until funds are available to make the necessary improvements to open the site. Approximately 9 acres of property is owned and managed by the City of San Dimas, the remaining acreage is owned and operated by the WCA and is the focus of the requested services. The WCA holdings consist of Assessor's Parcel Numbers: 8385-016-903; 8426-021-901. Located on the property are six unoccupied buildings that have been secured and closed until funds for refurbishment/demolition are available. The property also consists of approximately 50 acres of undeveloped open space.

Weed control/abatement services are required annually along portions of the perimeter of the property, where the property is adjacent to neighboring single family homes and other structures, as well as around the onsite buildings.

Tree trimming/pruning and mulching onsite is required on an as needed basis.

Exhibit C - CHECKLIST OF PROPOSAL PACKET**ITEM DUE: June 9th, 2015 ON OR BEFORE 3:00 P.M.**

- ___ 1. Completed Proposal Form with Task Pricing (**Exhibit D**)
- ___ 2. Statement of Experience
- ___ 3. Signed Affidavit of Non-Collusion (**Exhibit E**)

ACKNOWLEDGEMENT OF AGREEMENT DOCUMENTS**UPON AWARD OF CONTRACT**

Proposer, by submitting the RFP, agrees to accept all the terms and conditions in the following contract documents if chosen as the successful proposal and upon award of contract. The successful Proposer shall return the signed contract documents and proof of insurance prior to the WCA.

- ___ 1. Contractor agrees to the Indemnification and Insurance Provisions (See attached Insurance **Exhibit F- Alternate 1 & 2**)
- ___ 2. Proof of all required Insurances, Bonds and Licenses
- ___ 3. Signed Contract Agreement or comments on Contract Agreement (see **Exhibit F: Draft Written Agreement**).

SIGNED: _____

PRINT NAME: _____

Exhibit E - AFFIDAVIT OF NON-COLLUSION

The undersigned, as proposer, declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are names herein. Having carefully examined the Notice Inviting Proposals, the Request for Proposal, the Proposal Instructions and Conditions, the Agreement and the Proposal Form, we do hereby propose and agree, in the event of acceptance hereof, to Enter into the required agreement with the Watershed Conservation Authority.

Dated this _____ day of _____, 2015

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

NAME OF COMPANY

SIGNATURE

TITLE

SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this xxth day of Month 20YY,

BY AND BETWEEN

Watershed Conservation Authority
(WCA), a joint powers authority
between the Rivers and Mountains
Conservancy (RMC) and the Los
Angeles County Flood Control
District

AND

Company
Address 1
Address 2
City, ST Zip
Email: xxxx
Phone: (xxx) xxx-xxxx
hereinafter referred to as
"Contractor,"

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Contractor to provide [DESCRIPTION].

Contractor is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Contractor shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Contractor's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Contractor's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, Month date, year.

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PAYMENT TO BE RECEIVED UPON MONTHLY BILLING.
ONLY THOSE MATERIALS APPLICABLE TO THIS AGREEMENT WILL BE UTILIZED.
*THERE IS NO CHARGE FOR TRAPS OR BAIT STATIONS UNLESS THEY ARE DAMAGED OR STOLEN.
THESE RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Labor:

Agric/Wts & Meas Inspector III	\$75.74 HR
Agricultural Chemical Sprayer	\$89.63 HR
Pest Control Worker	\$66.42 HR
Warehouse Worker II	\$71.51 HR
Weed Haz & Pest Abatement Worker	\$51.62 HR

Materials:

Amigo (Veg. Oil)	\$15.32 gal
Bullseye Ind. Dye	\$0.30 oz
Dimension Ultra	\$12.90 pkt
Foam Fighter	\$0.21 oz
Fusilade II	\$1.49 oz
Gallery 75DF	\$8.10 oz
Garlon 3A	\$86.46 gal
Garlon 4	\$90.33 gal
Garlon 4 Ultra-RR CalTrans	\$1.10 oz
Habitat Herbicide	\$0.62 oz
Landmark	\$7.54 oz
Manage Turf Herbicide	\$2.36 scp
Milestone VM	\$2.40 oz
Milestone VM Plus	\$37.66 gal
No Foam A	\$13.29 gal
Oust	\$4.01 oz
Pathfinder	\$38.97 gal
Portfolio 4FCA	\$737.50 gal

1	Pro Spreader Activator	\$15.31 gal
2	Roundup Custom	\$25.29 gal
3	Roundup Pro Concentrate	\$20.18 gal
4	Roundup Pro Concentrate 265	\$19.50 gal
5	Stalker	\$80.57 qt
6	Telar XP	\$16.92 oz
7	Transline	\$2.70 oz
8	Vehicles:	
9	Spray Rig Vehicle-III	\$14.56 hr

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Exhibit D - PROPOSAL FORM

Watershed Conservation Authority Property Maintenance

In accordance with your invitation to submit a proposal to provide property maintenance services the undersigned hereby agrees to accept all terms and conditions and to provide services and further be available, if necessary, to initiate the services specified immediately after contract execution by the WCA and said Contractor.

1. Please submit a list of the type of services your firm provides:

1. Herbicide Application-Pre and Post
2. Tree Work
3. Vertebrate Pest Control
4. General Brush Clearing/Mowing

2. Please submit an hourly labor rate for services and/or personnel your firm provides:

NOTE: All mileage and cost of labor vehicles (non-specialized equipment) and mileage can be included in hourly rates.

Supervisor Rate=\$22.00

Technician=\$16.00

- 2a. Cost of Travel, per mile rate, if not included in hourly rate: NA

3. Please submit cost of materials/rates for typical materials including herbicides that your firm utilizes:

Glyphosate-4 quarts and acre = \$24 a gallon
 Milestone-5 ounces and acre= \$2.43 an ounce
 Esplanade-5 ounces and acre= \$10 an ounce
 Herbicide Dye-10 ounces and acre= \$40 a gallon
 Activator 90- 1 quart and acre= \$22 a gallon

4. Please submit equipment hourly rates:

4x4 Spray Truck= \$20.00 an hour

Wood Chipper= \$43.75 an hour

Mower= \$125 an hour includes operator

5. Please provide a proposed cost estimate for an annual vegetation/weed abatement management program (including pre- and post-emergent techniques) for each of the four properties described in Exhibit A. Please show cost detail by acre.

DUCK FARM-\$10,500.00

RIVER WILDERNESS PARK-\$8,500.00

SOUTH GATE HABITAT-\$2,800.00

WALNUT CREEK- \$6,500.00

Pre and Post Herbicide Applications For All Sites Total \$28,300.00

6. Please provide a proposed cost to mow vegetation to a height of 4" or lower.

Mowing Vegetation Cost \$18,000 approximately 132 acres = \$136.36 an acre

7. Please provide a proposed cost to provide manual labor to conduct hand pulling and/or weed whacking services.

4 Man Cut Crew At \$2400 a Day

8. Please provide a proposed cost to provide annual or/as needed vertebrate pest control services.

As Needed Vertebrate Pest Control= \$750 a day per Technician

Please attach additional information, sheets and/or expand table if needed

SIGNED: [Signature] COMPANY: DeAngelo Brothers, LLC

NAME/DATE: Jesus Razo 6-8-15 TITLE: I/M Division Manager

ADDRESS: 1459 S. Cucamonga Ave. Ontario, CA 91761

PHONE: 323-423-7577 E-MAIL: jesus.razo@dbiservices.com

June 25, 2015 - Item 10

RESOLUTION 2015-20

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE A CONTRACT FOR ON-CALL PROPERTY AND LANDSCAPE MAINTENANCE WITH DBI SERVICES FOR A ONE FISCAL YEAR PERIOD WITH AN OPTION TO EXTEND FOR ONE FISCAL YEAR SUBJECT TO THE APPROVED BUDGET FOR FY 16/17.

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action will approve the WCA to enter into a contract for on-call property and landscape maintenance services with DBI Services.

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated June 25, 2015.
4. **APPROVES** a contract with DBI Services for on-call property and landscape maintenance services in an amount not to exceed \$19,000 for FY 15/16 with an option to extend the contract for one year subject to the approved budget for FY 16/17.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2015-20

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On June 25, 2015

Brian Mejia, Governing Board Chair

ATTEST: _____
Terry Fujimoto
Deputy Attorney General