

:**Website** www.beaumontca.gov

Address: 550 E. 6th Street Beaumont, CA 92223

> Phone: 951.769.8520

Request for Proposals For Weed Abatement Services

Proposals Due By:

12:00 pm June 10, 2020

Contact:

Christina Taylor Community Development Director ctaylor@beaumontca.gov

RFP Available:

www.publicpurchase.com



OVERVIEW

The City of Beaumont (City) is seeking proposals from qualified contractors (Contractor) to perform as-needed weed abatement services on private and City owned properties. The City owned properties constitute a prevailing wage project.

BACKGROUND

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 36 square miles.

The City's Community Enhancement Department is responsible for weed abatement on private properties within the City limits. There are approximately 700 private property parcels of varying size subject to weed abatement requirements. There are approximately 140 acres of City owned open space parcels, ranging in size from one acre to fifty-two acres. Other City owned areas needing weed abatement services include drainage channels and freeway frontage parcels.

The purpose of this contract is to provide the City of Beaumont with the best possible weed abatement services, to maintain public safety and minimize public nuisance at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firms will work closely with City staff to ensure the most appropriate abatement service for the identified properties.

GENERAL TERMS AND CONDITIONS

AWARD OF CONTRACT

It is the intent of the City to award one or more contracts, in a form approved by the City Attorney, to the selected firm(s). The City reserves the right to further negotiate the terms and conditions of the contract(s). The City shall reserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and



reasonable cost. This contract may not be awarded to the lowest bidder and may be awarded to multiple bidders. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the property conditions.

Award will be made to the firms who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for all criteria described in this document.

CONTRACT EXECUTION

The successful Contractor shall execute a contract with the City for the services to be provided. A sample Agreement for Maintenance Services is provided as attached (Exhibit C).

FEDERAL, STATE, AND LOCAL LAWS

The Contractor and all Subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, and regulations.

DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

AMERICANS WITH DISABILITIES

The Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination, as well as all applicable regulations and guidelines issued pursuant to the ADA.

NON-COLLUSION AFFIDAVIT

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

CITY OF BEAUMONT BUSINESS LICENSE



The awarded Contractor and subcontractors shall obtain a *City of Beaumont business license* prior to commencing work for the City.

TERMINATION FOR CONVENIENCE

Refer to Section II in the attached sample Agreement for Maintenance Services (Exhibit C).

PAYMENT

Refer to Section IV in the attached sample Agreement for Maintenance Services (Exhibit C).

INDEMNIFICATION

Refer to Section V in the attached sample Agreement for Maintenance Services (Exhibit C).

PREVAILING WAGES

Refer to Section VI in the attached sample Agreement for Maintenance Services (Exhibit C).

FAILURE TO COMPLETE PROJECT

Refer to Section IX in the attached sample Agreement for Maintenance Services (Exhibit C).

INSURANCE

Refer to Section X in the attached sample Agreement for Maintenance Services (Exhibit C).

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

Refer to Section XII in the attached sample Agreement for Maintenance Services (Exhibit C).

ENTIRE AGREEMENT

Refer to Section XVII in the attached sample Agreement for Maintenance Services (Exhibit C).



SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance



PROPOSAL SUBMITTAL INSTRUCTIONS

SUBMITTAL LOCATION, CLOSING DATE AND TIME

To be considered, proposals must be received by the City of Beaumont, 550 East 6th Street, Beaumont, CA 92223 on or before June 10, 2020 at 12:00 PM.

PROPOSAL LABELING

The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

"WEED ABATEMENT SERVICES"

The Cost Proposal Form shall be submitted with the proposal in a <u>separate and sealed</u> <u>envelope</u>. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

Contractors wishing to have their bid proposals considered for this project shall submit completed forms found in Exhibit B. All forms should be signed by an authorized representative of the company and should be legible.

The following forms are required to be submitted and are attached to this RFP as Exhibit B:

- 1. Proposer Identification/Signature Authorization Form
- 2. References Form
- 3. List of Subcontractors Form
- 4. Non-Collusion Affidavit
- 5. DIR SB 854 Compliance Form
- 6. Questionnaire Form



The Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

QUESTIONS AND ANSWERS

All written questions shall be directed via email to Christina Taylor, Community Development Director, at <u>ctaylor@beaumontca.gov</u>. The deadline for all written questions is June 1, 2020 at 5:00pm. Responses to all submitted questions will be in the form of an addendum and will be posted on <u>www.publicpurchase.com</u> by June 5, 2020 at 5:00pm.

Personal and/or telephonic contact with the City staff regarding this RFP is prohibited. The City may reject the proposal of such Contractor.

WITHDRAWAL OF PROPOSAL BEFORE CLOSING

Any Contractor may request the withdrawal of their submitted proposal, by written request, at any time PRIOR to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Contractor's proposal null and void and return the proposal to the Contractor, unopened. Withdrawal of Contractor's proposal will not prejudice Contractor's re-submittal for this or any future proposal(s).

PUBLIC RECORD

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Contractor must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Contractor claims are exempt from disclosure pursuant to the California Public Records Act. The Contractor who claims such an exemption must also state in the proposal that, "The Contractor agrees to indemnify and hold harmless the City, and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."



EXHIBIT A

PROJECT SCOPE OF WORK

The Contractor shall perform weed abatement services in accordance with the statement of work described herein and all applicable governing standards. The work performed pertaining to this contract is routine, perpetual and typical.

It shall be understood that the Contractor will be required to perform and complete the proposed weed abatement services in a thorough and professional manner, and to provide all labor, tools, equipment, traffic control, materials and supplies necessary to complete all work in a timely manner that will meet the City's requirements.

REQUIRED QUALIFICATIONS

All firms submitting bid proposals must hold valid licensing:

A valid California State Contractor's License:

- C-27 Landscaping Contractor
 - California Code of Regulations Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- C-61 Limited Specialty Classification
 - California Code of Regulations Title 16, Division 8, Article 3. Classifications



- Limited specialty is a specialty contractor classification limited to a field and scope of operations of specialty contracting for which an applicant is qualified other than any of the specialty contractor classifications listed and defined in this article.
- An applicant classified and licensed in the classification Limited Specialty shall confine activities as a contractor to that field or fields and scope of operations set forth in the application and accepted by the Registrar or to that permitted by Section 831.
- Upon issuance of a C-61 license, the Registrar shall endorse upon the face of the original license certificate the field and scope of operations in which the licensee has demonstrated qualifications.
- A specialty contractor, other than a C-61 contractor, may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor's classification.
- The CSLB has listed the C-61 classifications into "D" subcategories for administrative tracking. The definitions for the "D" subcategories were developed by staff and approved by the Board as policy.

All licenses must be in good standing and without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

Contractor shall have OSHA certification of applicable equipment to be used throughout the term of this project. Contractor shall have certified traffic control staff in accordance with MUTCD guidelines.

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with the quality control plan throughout the term of the



contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

PROJECT SPECIFICATIONS

GENERAL SPECIFICATIONS

Weed Abatement Services

It shall be understood that the Contractor will be required to perform and complete the proposed weed abatement services work in a thorough and professional manner, and to provide labor, tools, equipment, traffic control, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following weed abatement activities throughout the City:

- Routine annual, semi-annual or quarterly weed abatement
 - Parcels of five acres or less in size shall be mowed to a three inch-high stubble, or disked (or service similar to disking) provided that such does not create fugitive dust emissions in violation of state air quality rules and that the owner takes all steps necessary to control fugitive dust emissions;
 - Parcels larger than five acres in size shall be mowed to a three inch-high stubble, or disked (or service similar to disking) around the perimeter of the parcel in a swath 100 feet wide and with a 100 foot wide "crisscross" through the center of the parcel provided that such disking does not create fugitive dust emissions in violation of state air quality rules and that the owner takes all steps necessary to control fugitive dust emissions.
- Labor and equipment
- General labor
- Day service crew
- Specialty equipment rental
 - <u>1. Hourly Work Charges:</u> Regular hourly work charges shall include weed abatement services, hand crew or equipment services, and other services generally needed. This work shall occur during normal working hours.



- 2. <u>Debris Removal:</u> All costs for debris removal shall be factored into the bid rate. The City shall not provide reimbursement for any debris removal, dump fees, mileage or other associated costs.
- <u>3.</u> <u>Proof of Abatement Services</u>: Contractor shall provide with the invoice for payment, before and after pictures of property for which weed abatement services have been provided, identified by Assessor Parcel Number (APN).

Standards

Daily weed abatement operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 4:00 P.M.

Prior to beginning the work, the Contractor shall review the City Weeds and Waste Matter Standards and various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, weed abatement shall include activities referenced above, and coordination with City staff for clarification.

Work will be assigned on a monthly basis and completed within three (3) business days of assignment. Contractor shall secure a list of weed abatement locations from City staff that identifies work assignments.

Contractor shall notify City representative when they arrive on site to perform services within the City. Contractor shall always keep City staff informed of their progress.

All debris resulting from weed abatement operations shall be removed from the work site daily.

Inspections

At all times, City staff shall have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Traffic Control

The Contractor shall provide traffic control as required and obtain traffic control permits from the



City prior to beginning work.

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

The Contractor shall conform to all State and City traffic safety requirements, operating rules and governing standards of the MUTCD and WATCH manuals, at all times, while this contract is in effect.

Dust Control

Contractor shall, at all times, comply with the South Coast Air Quality Management District's dust control regulations.

Public Noticing of Scheduled Maintenance Operations

Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work, if needed.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Clean Up

Each day's scheduled work shall be completed and cleaned up and <u>under no circumstances shall</u> any brush, leaves, debris or equipment be left on the street overnight.

The City or authorized representative shall be the sole judge as to the adequacy of the cleanup.

Work Quality



All weed abatement shall comply with best practices for the service provided. The City shall determine if the Contractor has met all requirements and payment shall not be made for that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

CREW RENTAL

Contractor is responsible for all costs and maintenance associated with equipment used for providing weed abatement services.

DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Beaumont is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

The use of the word "shall' and "ought to be held" shall be understood to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.



EXHIBIT B

FORMS REQUIRED FOR SUBMISSION



SUBMISSION CERTIFICATION

I hereby submit to the City of Beaumont the following bid proposal for work outlined in the Request for Proposal entitled "**WEED ABATEMENT SERVICES.**"

By my initials below, I certify that the following documents are completed, fully executed, and included in my proposal as required in the RFP document.

- Proposer Identification/Signature Authorization
- _____ References
- _____ List of Subcontractors
- _____ Non-Collusion Affidavit
- _____ Dept. of Industrial Relations (DIR) SB 854 Certification
- _____ Questionnaire

Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

Cost Proposal Form (under separate sealed envelope)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my proposal.



Business Name	
Authorized Signature	
Print Name	Title
Date	Contact Phone Number



PROPOSER IDENTIFICATION

1.	Legal Name of Proposer:	
	Street Address:	
	City/State/Zip:	
3.	Mailing Address (if different):	
	City/State/Zip:	
4.	Business Phone: Email:	
5.	Contractor's State License No Classification(s):	
6.	Dept. of Industrial Relations (DIR) Registration No.	
7.	Proposer's Project Manager:	

SIGNATURE AUTHORIZATION

I hereby certify that I have the authority to offer this proposal/bid to the City of Beaumont for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

Signature of Authority

Date

Print Name

Title/Position



REFERENCES

Contractor should have at least three (3) similar and separate weed abatement contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope to this project (descriptions of these projects and contact persons must be provided with bid submission).

1.	Name of Agency:	
		Contact Phone:
	Email Address:	
	Term of Contract:	Contract Amount: \$
2.	Name of Agency:	
		Contact Phone:
	Email Address:	
		Contract Amount: \$
3.	Name of Agency:	
		Contact Phone:
	Term of Contract:	Contract Amount: \$
4.	Name of Agency:	
		Contact Phone:
		Contract Amount: \$



LIST OF SUBCONTRACTORS

The proposer is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

Legal Name of Subco	ntractor:		
Contact Person:		Contact Phone:	
Email Address:			
		Percent of Contract:%	
Specific Description	of Subcontract:		
Legal Name of Subco	ntractor:		
Mailing Address:			
		Contact Phone:	
Email Address:			
License No.	DIR Registration No	Percent of Contract:%	
Specific Description	of Subcontract:		
Legal Name of Subco	ntractor:		
Mailing Address:			
	Contact Person: Contact Phone:		
Email Address:			
License No	DIR Registration No	Percent of Contract:%	
Specific Description	of Subcontract:		
Legal Name of Cabo			
		Contact Phone:	
	0	Percent of Contract:%	
Specific Description	of Subcontract:		
If Subcontractors wil	ll not be used for this cont	ract, please initial here:	



<u>NON-COLLUSION AFFIDAVIT</u> (Per California Public Contract Code Section 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California County of	$\int_{1}^{1} ss.$	
	, being first duly sworn, deposes and sa	ys
that he or she is	(title) of	
	, (legal name of proposing contra	ctor)

the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



DEPT OF INDUSTRIAL RELATIONS NOTICE (SENATE BILL 854)

Senate Bill 854 was signed into law on June 20, 2014 and established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement, determines prevailing wage and public works coverage, and hears enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid directly to the State of California. On July 1, 2017, the new annual registration fees for public works contractors increased to \$400.00.

Contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. However, contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies to public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

The City is required to fill out a form alerting the DIR of the services you are providing to within five (5) days after Notice of Award. Detailed information is needed to complete this form; therefore, you will be required to provide certain information needed to complete the DIR form.

Proposer's DIR No. _____ Federal ID No. _____

Proposer is not registered with the DIR, but agrees to immediately register if awarded the contract ______ (initials)



<u>QUESTIONNAIRE</u>

In accordance with Government Code Section 14310.5, the Proposer shall complete, under penalty of perjury, the following:

NOTE:__This questionnaire constitutes a part of the Proposal and signature on the signature authority portion of this Proposal shall constitute signature of this questionnaire.

1. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If answered "Yes," please explain in detail the circumstances surrounding the event:



Cost Proposal

Weed Abatement Services The Cost Proposal Form shall be submitted with the proposal in a <u>separate and sealed envelope</u>. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

ROUTINE ANNUAL WED ABATEMENT SERVICES

Routine Annual Weed Abatement	\$	per acre hand crew
Routine Annual Weed Abatement	\$	per acre standard machinery
Disking or Similar Service	\$	per acre
<u>General Labor Rates</u>		
1 Ground-person 1 Equipment Operator	\$ \$	per hour per hour

Specialty Equipment Day Rate

\$_____ per 8-hour day



EXHIBIT C

AGREEMENT FOR WEED ABATEMENT SERVICES (SAMPLE)