



REQUEST FOR PROPOSAL

FOR

**On-Call Landscape Architectural, Landscape Plan Check, Landscape Inspection and
Project Management Services.**

City of Manteca

Public Works Department, Park Operations Division

RFP Issue Date: January 11, 2024

PROPOSALS DUE:

4:00 P.M., TUESDAY, FEBRUARY 20, 2024

City of Manteca Public Works Department

1001 W. Center Street

Manteca, CA. 95337

<https://www.manteca.gov/departments/public-works>

City of Manteca
Request for Proposal
On-Call Landscape Architectural, Landscape Plan Check, Landscape
Inspection and Project Management Services.
for
Public Works Department, Park Operations Division

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SECTION I

Introduction

The City of Manteca will be accepting proposals from experienced and qualified Firms to provide on call landscape architectural, landscape plan check, landscape inspection and project management services for the Public Works Department, Park Operations Division located at 245 N. Union Rd. in the City of Manteca. It is the intent of the City of Manteca (hereafter referred to as "City") to contract for said services and other related services with the Proposer for a term of 2 – 3 years, with optional renewal options per the guidelines of the City of Manteca Purchasing Policy. The City may also choose to select multiple Proposers to enter into an agreement to perform services. Examples of types of potential projects are: Splash Pads, Playgrounds, Golf Course Projects, Lighting, Sports Fields, General Landscape Renovations, Skate Park, Irrigation System Design, Development Projects, Etc.

A. **SUMMARY SCOPE OF WORK**

Proposals shall include all labor, supervision, appropriate equipment, necessary materials, and all other equipment/materials/supplies not specifically provided by the City in accordance with schedule outlined in this RFP. (See **Appendix A** for Full Scope.)

B. **LOCATION OF WORK TO BE PERFORMED**

The services will primarily be within the City limits, at various City locations. Services shall be completed at the request of authorized City personnel. The Park Operations Office is located at 245 N. Union Road, Manteca. Normal operating hours are from 7 a.m. to 5 p.m. Monday through Friday. Office hours are 6:00 a.m. to 4:30 p.m. Monday through Thursday.

C. **PROJECT INQUIRIES**

Any inquiries or requests regarding this procurement shall be submitted in writing to the designated City employee listed below. Inquiries and requests made to other City staff will not be responded to. All responses will be in writing and will be distributed to all potential Proposers who receive a copy of this Request for Proposal. The designated contact is:

Kevin Fant, Public Works Deputy Director
City of Manteca
1001 W Center Street, Manteca, CA 95337
kfant@manteca.gov
209 456-8639

D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that may be used throughout this Request for Proposal (RFP), including appropriate abbreviations:

1. **“AGREEMENT”** shall mean a duly executed and legally binding contract.
2. **“BUSINESS HOURS”** means 7:00 a.m. through 5:00 p.m. Pacific Standard Time.
3. **“CITY”** means City of Manteca, its officers, employees and City Council.
4. **“EVALUATION COMMITTEE”** means a body appointed to perform the evaluation of Proposers. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Proposer whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.
5. **“FINALIST”** is defined as a Proposer who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Proposer for further consideration by the City.
6. **“MINOR TECHNICAL IRREGULARITIES”** means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.
7. **“NOTICE OF AWARD”** shall mean a formal written notice of award of a contract to the Proposer by the City.
8. **“PROCUREMENT”** means the securing or purchase of services described in this RFP.
9. **“PROPOSER”** means any person, firm, business, corporation, or partnership that chooses to submit a proposal.
10. **“REQUEST FOR PROPOSAL”** or **“RFP”** means all documents, including those attached in the Appendices or incorporated by reference, used for soliciting proposals.
11. **“RESPONSIBLE PROPOSER”** means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
12. **“RESPONSIVE PROPOSER”** or **“RESPONSIVE PROPOSAL”** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP.

SECTION II

Conditions Governing the Procurement

This section outlines and describes the sequence of events of the Selection Process and specifies the tentative schedule established for this RFP. The City reserves the right to modify this schedule if it is in the best interest of the City to do so. All parties known to have received this RFP will be notified of any significant changes made to the sequence of events and schedule.

A. SEQUENCE OF EVENTS

	Event/Action	Responsibility	Date
1.	Distribution of RFP Document	City	January 11, 2024
2.	Deadline to Submit Written Questions	Proposer	January 30, 2024 at 3:30 p.m.
3.	Issue Written Response (Addenda) to Questions	City	February 6, 2024 at 4:00 p.m.
4.	Submission of Proposal	Proposer	February 20, 2024 at 4:00 p.m.
5.	Conduct Interviews (If Necessary)	City	TBD
6.	Notice of Intent to Award/Contract Documents	City	March 5, 2024
7.	Protest Deadline	Proposer	March 19, 2024 at 5:00 p.m.
8.	Staff recommendation to City Council and Contract Award	City	Tentatively April 16, 2024
9.	Contract Work to Begin	City and Proposer	April 2024

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document

This RFP is released for distribution on January 11, 2024 by the City in accordance with the provisions of the City's Procurement Policy. A distribution list of those who receive this RFP will be maintained throughout the procurement process and will become part of the procurement file.

2. Deadline to Submit Written Questions.

Potential Proposers may submit questions in writing the City employee listed in Section I. Item C until 3:30 p.m. on January 30, 2024. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail to the Proposer distribution list, as well as posted on the City's webpage. Include the e-mail address for the individual appointed to receive responses

to the questions. The identity of the organization submitting the question(s) will not be revealed.

3. Issue Written Response to Questions

Written responses to written questions will be distributed on February 6, 2024 to all potential Proposals whose organization name appears on the procurement distribution list. Responses will all be posted on the City's website at:

<https://www.manteca.gov/business/request-for-proposals>

4. Submission of Proposal

PROPOSALS MUST BE HAND DELIVERED OR MAILED IN A SEALED ENVELOPE AND CLEARLY MARKED AS "RFP-PUBLIC WORKS, PARK OPERATIONS DIVISION (On-Call Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management Services)" AND MUST BE RECEIVED BY THE EMPLOYEE AS LISTED BELOW OR DESIGNEE BY 4:00 P.M. LOCAL TIME ON February 20, 2024. Proposals received late or submitted by FAX or any other electronic method will not be accepted. Each PROPOSER must submit one (1) original signed copy and three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive) to:

CITY OF MANTECA City Clerk's Office
Kevin Fant, Public Works Deputy Director
1001 W. Center Street
Manteca, CA 95337

Price Proposals must be clearly identified per task and submitted on the Proposers separate pricing sheet. All prices and notations must be typewritten.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions and instructions that govern this procurement.

1. Acceptance of Conditions Governing the Procurement – Potential Proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.
2. Incurring Cost - Any costs incurred by the Proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
3. Prime Contractor/Consultant Responsibility - Any contractual agreement that may result from this RFP shall specify that the prime contractor/consultant is solely responsible for fulfillment of all requirements of the contractual agreement with City.

4. Subcontractors/Consent – The use of subcontractors under certain circumstances will be permitted. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the City before any subcontractor is used during the term of this agreement.
5. Amended Proposals - A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City staff will not collate or assemble proposal materials.
6. Right to Reject Proposal – The City reserves the right to reject a proposal from any Proposer who has previously failed to perform properly, has caused the City to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work outlined in this RFP.
7. Proposers Right to Withdraw Proposal – Proposer will be allowed to withdraw their proposal at any time, prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer’s duly authorized representative and addressed to the City employee previously listed in this RFP. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the aforementioned City employee or designee.
8. Disclosure of Proposal Contents - Proposals will be kept confidential until award process is completed by the City. At that time, all proposals and documents pertaining to the proposals will be available to the public, except for material that is clearly marked proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the potential Proposer has stamped or imprinted "proprietary" or "confidential," subject to the following requirements:
 - A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is restricted to:
 - i. confidential financial information concerning the Proposer’s organization;
 - ii. data that qualifies as a trade secret in accordance with the Uniform Trade Act;
 - iii. PLEASE NOTE: The City of Manteca is a Public Entity and is required to provide information when a Public Records Act Request is submitted. If such a request is submitted, items not listed above from this proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
 - B. If a request is received for disclosure of data for which a Proposer has made a written request for confidentiality, the CITY shall examine the Proposer’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to

public inspection subject to any continuing prohibition on the disclosure of confidential data.

- C. PLEASE NOTE: The cost of services proposed shall not be designated as proprietary or confidential information.

- 9. No Obligation – This RFP in no manner obligates the CITY to the use of any Proposer’s services until a valid written contract is awarded and approved.

- 10. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when such action is deemed in the best interest of the City.

- 11. Legal Review – The CITY requires that all Proposers agree to be bound by the General Requirements contained in this RFP. Any Proposer’s objections must be promptly submitted in writing to the attention of the aforementioned Public Works Employee listed in **Section II, Item B, Number 5**.

- 12. Proposer Qualifications - The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as defined in **Section I, Item D**.

- 13. Right to Waive Minor Irregularities - The City’s Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the City.

- 14. Change in Contractor Representatives – The CITY reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the CITY, adequately meeting the needs of the CITY.

- 15. Ownership of Documents – All documents submitted in response to this RFP shall become property of the CITY.

D. CONTRACTOR REQUIREMENTS

The successful Proposer (Contractor) must obtain the following bonds, licenses, insurance and other requirements:

- 1. Insurance
The agreement for this procurement requires that the Contractor procure and maintain, during the life of this contract, insurance coverage of the kinds and in the amounts listed in **Appendix C**. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of California and shall cover all performance whether completed by the Contractor, the Contractor’s employees, or by subcontractors.

- 2. Licenses

Any proposer awarded a contract under this solicitation must show proof of having the required Manteca Business License before the contract will be executed. Failure to show such proof within 10 business days of the Proposer being notified of contract award shall result in retraction of such award. There are no California State Contractors License Board license requirements for this solicitation. Firm shall have multiple California Licensed Landscape Architects available to perform work.

3. Contractor/Consultant Primary Single Point of Contact

Contractor shall provide a telephone number for reaching the primary contact in the event of an emergency. When the primary contact is unavailable for planned absences, contractor shall provide the name and means to contact the backup single point of contact. In all instances, the primary contact must be reachable after hours.

4. Contractor/Consultant Hiring Standards

Given that the Contractor employees will have unmonitored access to, and be performing unmonitored services in City facilities, the Contractor is expected to implement comprehensive hiring and screening standards. At a minimum, Contractor shall impose the following hiring standards for any employee provided access to City property or performing any services under this RFP on City property:

- A. Legal right to work in the United States.
- B. Ability to speak, understand, read and write English.
- C. Adequate work and personal references for ability and character.
- D. Negative screening for illegal drugs including marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines.
- E. No convictions of unsuitable offenses (i.e., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions.
- F. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, if applicable, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code

5. Employee Dress & Identification

At all times while on City property in the performance of the duties under this contract, Contractor's employees shall adhere to the following uniform and attire standards:

- a. Wear a uniform, shirt or ID badge that identifies them as employees of the Contractor.
- b. Be appropriately and safely dressed (e.g., no sandals, tank tops, or shirt graphics except for the name or company logo of the contractor).
- c. Maintain a neat, well-groomed and hygienic appearance at all times.

6. Code of Conduct

Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on City property. Certain conduct, including the following, is considered unacceptable and will result in such employee being banned from carrying out further services on City property:

- a. Theft or unauthorized removal of money or property from City, its employees, passengers or anyone else on City property.
- b. Embezzlement, bribery and other similar forms of dishonesty. Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on City property.
- c. Gross negligence, gross carelessness, or willful acts, which result in damage to City employees, its passengers, or City property or equipment.
- d. Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.

SECTION III

Proposal Submittal, Evaluation and Selection Process

The Proposer must prepare a technical and a cost proposal for the work to be performed. Proposals must be hand delivered or mailed in a sealed envelope and clearly marked as a response to the RFP. All documents must be received as listed in **Section II Item B, Number 5**. Proposals received late or submitted by FAX or any other electronic method will not be accepted. Each PROPOSER must submit one (1) original signed copy, three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive). The proposal package must contain the following:

A. PROPOSAL CONTENT AND FORMAT

The Proposer shall organize and submit their proposal package as follows:

1. Letter of Transmittal, which shall include the following information:
 - a. Name, address, telephone number, e-mail of proposer.
 - b. Name, telephone number and e-mail of primary contact.
 - c. Signature of the officer or employee with authority to bind proposer.
 - d. Date of the proposal.
 - e. A statement that the Proposer, if awarded the contract, will comply with all term and conditions set forth in the RFP.

- f. A statement that the Proposer will, if not already done, obtain a business license with the City of Manteca prior to start of work, if awarded the Contract.
 - g. A statement that proposal is valid for ninety (90) days after the deadline for submission of proposals.
2. Technical Approach to Scope of Services
 - a. One page narrative describing proposer's business philosophy and how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the proposer is required to do; the description of services should indicate "how" the offeror intends to perform the services.
3. Experience, Qualifications and References
 - a. One page narrative describing the history of proposer's company and the geographic areas served. Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the proposer is qualified to perform the specific services contained in the RFP.
 - b. One page listing references of at least three (3) projects of similar size and scope of services as this RFP. Include organization name, primary contact name, address and telephone number, time and date of services provided, specific services provided, and dollar values of contract.
4. Proposer's Staff
 - a. Identify the individuals by name and title who will be assigned to work specifically on this contract.
 - b. Provide background information on each of the individuals, including experience, training and references.
 - c. Statement certifying that any employee assigned to work specifically in a confidential area (as determined by the City) has or will pass a criminal background check. The Proposer will be responsible for payment of all background checks and security screenings. This will be listed in the Scope of Work in **Appendix A**.
5. Proposers Information Form – **Appendix B**
6. Cost Proposal Pricing Sheet – **Provided by Proposer**
 - a. The Fee Schedule is subject to negotiation and must be valid through duration of the contract.
 - b. Proposer Pricing Sheet shall list any and all costs charged by the Proposer for their services for a minimum of two years.
 - c. Price Proposals must be submitted on firms own price sheet and be made part of their proposal. All prices and notations must be typewritten. A list of billing rates for the Proposers internal staff, specific tasks and any sub-consultants shall be listed.

B. PROPOSAL REVIEW AND EVALUATION

The City will examine all proposals and the Proposer whose proposal is deemed by the Evaluation Committee to have the best overall value and is the most advantageous to the City shall be recommended to the City Manager and/or City Council for Award.

1. Proposals shall be submitted in a timely manner and will be evaluated by an evaluation team to ascertain responsiveness and responsibility to the provisions of this RFP.
2. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected.
3. Determination of Proposer responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project and satisfactory performance in previous contracts
4. The City employee listed in **Section II, Item B, Number 5**, or designee, may initiate discussions with Proposers who submit responsive or potentially responsive proposals for clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Proposers.
5. The City’s evaluation team will use a Best Value selection process in which proposals will be evaluated by both price and qualitative components, and award of the contract is based on a combination of price and the following qualitative considerations:

Evaluation Criteria	Max Points
<p>Company Qualification, Experience & References</p> <p>A. Demonstrate that the firm meets all the requirements set forth in Section III.</p> <p>B. Qualifications of firm stability and capacity; References and past history with the City of Manteca.</p>	25
<p>Qualifications and Experience of Key Personnel</p> <p>A. The professional, technical and managerial qualifications and experience of personnel named in the proposal.</p> <p>B. Previous relevant experience which demonstrates capability to successfully manage work.</p> <ol style="list-style-type: none"> 1. Years of Experience and related Municipal Experience 2. Extent of experience applicable to this work 3. Experience in key staff positions 	25

<p>Project Understanding and Management Plan</p> <p>A. Approach to the scope of services in Appendix A, Scope of Services</p> <p>B. Quality Assurance System</p>	<p>25</p>
<p>Reasonableness of Cost</p> <p>This portion of the proposal will be evaluated based on reasonableness of the proposed cost. Costs may be compared to costs The City of Manteca or other comparable public agencies have paid for similar services and to what is considered to be the industry’s standard and customary costs for the services. Proposed costs may also be compared to any independent cost estimates.</p>	<p>25</p>
<p style="text-align: right;">TOTAL =</p>	<p>100</p>

C. NOTICE OF AWARD/CONTRACT DOCUMENTS

1. The City will send a Notice of Intent to the successful proposer and Contract Documents will be drawn up once the successful proposer responds.
2. The City will have its designee notify all finalists once the Notice of Intent is issued.
3. The contract will be executed as soon as practical after the contract award is approved by City Manager or Council (tentatively scheduled for April 2024). The City Employee or designee will notify successful proposer in writing after the contract is approved for award and execution.
4. Upon full execution of contract documents and verification of required licenses and certificates, the City and successful Contractor shall work cooperatively to establish a start date and time that is mutually beneficial to both parties. It is the City’s intent to enter into a contract with a contractor for a term of two to three years with an annual estimated budget of approximately \$100,000. Optional contract extensions may be exercised as needed and allowed per the City of Manteca Purchasing Policy.

CI. PROTEST PROCEDURES

1. In accordance with the City’s Procurement Policy, the procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law.
2. The protest shall include, at a minimum, but not be limited to:
 - The name and address of the protesting party and its relationship to the procurement
 - Identity of the contact person for the protestor, including name, title, address, telephone, and e-mail addresses. If the contact point is a third party representing the protestor, the same information

must be provided, plus a statement defining the relationship between the protester and the third party.

- Identification of the procurement.
 - A description of the nature of the protest, referencing the portion(s) of the solicitation involved.
 - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.
 - A complete discussion of the basis for the protest, including all supporting facts, documents or data.
 - A statement of the specific relief requested.
3. Protest Prior to Proposal Opening - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II, Item B, Number 5** within ten (10) working days of the date of bid/proposal submission. The aforementioned employee will respond to all protests within five (5) working days of the date of protest submission. Protests shall be submitted to the following:

Kevin Fant, Deputy Director of Public Works
City of Manteca c/o City Clerk – time stamp
Public Works Department - Park Operations Division
1001 W. Center Street, Manteca, CA 95337
kfant@manteca.gov

4. Protest after Proposal Opening/Announcement of Award - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II, Item B, Number 5** within five (5) working days of the announcement of award. The aforementioned employee will respond to all protests within ten (10) days of the date of protest submission

END

Appendix A

Scope of Services

This appendix describes the scope of services requested in this RFP

A. SCOPE OF SERVICES

The scope of work shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

SPECIFICATIONS

The scope of services set forth in this Request for Proposals represents an outline of the services which the CITY anticipates the successful PROPOSER to perform and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of services to be incorporated into the Professional Services Agreement shall be negotiated between the CITY and the successful PROPOSER. The CITY requests that the PROPOSER suggest changes to the scope of services (as a part of the proposal) in order to achieve the CITY's stated Objectives. A preliminary scope of services, with potential work items, is provided below. The scope provided is not intended to be the complete scope required. Each PROPOSER should, based on their expertise, consider additional tasks that may be required to complete various tasks, revising this preliminary scope of services as necessary.

Once selected, on-call firms will be contacted by the CITY and requested to submit a proposal for that specific service, if desired. Proposals received will be evaluated and one firm will be selected for the project. The selection process will be based on firm's alignment with services required for that specific project, capacity to meet CITY's timelines, and available budget for the specific services requested. PROPOSERS should plan to provide proposals within 2-3 weeks of initial request from the CITY.

The consultant shall only perform work that is assigned by the authorized City of Manteca representative. The consultant may provide services to the CITY including, but not limited to, the following:

Landscape Architectural Services

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost

- estimates and specifications, project construction, and project completion.
- Provide field surveys as requested.
- Leading a team to prepare site improvement plans including, but not limited, to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the CITY.
- Preparing conceptual drawings, plans and renderings as may be requested by the CITY for projects being contemplated or visioning sessions with the community.
- Preparing feasibility studies, preliminary documents, for new, renovation, and alteration projects, such as park playground areas, dog parks, sport courts, fitness areas, baseball fields, soccer fields, picnic areas, splash pads and trailheads and other related projects. Consider aesthetics, function, low water use vegetation, low maintenance requirements and other considerations during design.
- Attending meetings and preparing presentations for staff reports to CITY advisory board, commissions, and the CITY Council as warranted or directed by the Public Works Director or his/her designee.
- Provide maps and mapping services as requested.
- Review and provide comments on environmental documents for proposed projects submitted to the CITY in accordance with the California Environmental Quality Act.
- Create Plans, Specifications and Bid Packages for bidding purposes according to the Public Contract Code requirements.
- Provide other engineering and design services as requested.

Project Management Services

- Providing advisement and/or construction management services, value engineering and advice on projects including potential phasing options.
- Prepare documentation, request for proposals/qualifications, assist in warranty review, participate in project closeout, and provide as-built record drawings as needed.
- Perform on-site inspections for new projects.
- Cooperating, coordinating, and communicating with all internal CITY departments and divisions as necessary. Coordinate meetings with CITY staff, contractors and other stakeholders as the project may require.
- Prepare and respond to Project RFI's as needed.
- Other project management services as required.

Plan Check Services

- Review Landscape Improvement Plans for compliance with the City of Manteca standards, guidelines, master plans, conditions of approval and specific plans.
- Electronically redline plans and communicate with development staff during the process of plan review services.
- Communicate with City Staff as directed.

Workflow methodology for landscape improvement plan checking:

- Upon receipt of first submittal documents to be plan checked, and within fifteen (15) business days, PROPOSER shall:
 - Review for completeness of submittal. Document any submittal deficiencies and advise the CITY as necessary. Identify any additional reference materials required for a thorough plan check, such as related off-site improvement plans, maintenance issues, approved landscape conceptual plan, studies, or memoranda.
 - Review project with respect to the relationship between the on- and off- site improvements in order to achieve an understanding of the overall project concept.
 - Review conditions of approval. Review plan submittal documents for conformance with these conditions.
 - Compare construction documents against the approved landscape conceptual plan for landscape improvement for tree layout (shading), plant material density, and overall landscape improvement compared to
 - landscape conceptual plan. Compare construction documents against approved landscape conceptual plans and existing approved conditions to verify street widths, sidewalk type and location, trail location and width, right-of-way line, and any identified or other potential discrepancies found within the construction documents or existing approved conditions. Notify CITY of any identified or potential discrepancies
 - Conduct detailed review of the plans based on the CITY's plan check protocol, professional landscape judgment, experience, and industry standards. In addition, report studies, and other supporting documentation are reviewed for accuracy and appropriateness.
 - Provide comments and redlines.
 - Prepare memorandum documenting plan check findings. These findings are then discussed in a plan check review conference held between PROPOSER and CITY staff. All review comments are reviewed and modified as required, and formalized into an official review summary for transmittal to the plan originator.
 - On an as-requested basis, meet with plan originators to discuss and/or clarify plan check comments.
 - The foregoing process applies to review through all plan checks. Subsequent plan checks shall proceed along the following steps:
 - Upon receipt or resubmitted plans and supporting documents, verify completeness of the submittals, including conformance with requests for supporting or supplemental documentation.
 - Review any additional materials, reports, studies, etc. requested as part of the preceding plan check(s) for accuracy and completeness. Verify conformance with previous plan check comments.
 - Presuming all previous review comments and requests for additional information have been satisfactorily addressed, and no significant changes to the project are anticipated, prepare a final approval package with all required supporting documentation.

Package shall include a Letter of Recommendation for Approval, and signed "Recommended for Approval", and shall be submitted to the CITY for final processing.

Landscape Inspection Services

- Perform Landscape Planting, irrigation wells, pumps, Irrigation systems and other park/landscape related on-site field inspections reviewing the project to conform with the City of Manteca Parks Standards and Specifications for Landscape Development and CITY Standard Specifications. Record field investigations on created field report forms and return to CITY within three days of inspection. The number and type of inspections will be at the direction of the City. Secure required project close-out equipment and documentation from the Contractor and return to the CITY.
- Notify the CITY immediately upon discovery of hazardous situations, water line breaks, and/or fatal flaws.
- Perform Irrigation Audit as required or by request.
- Provide critical CFD data for maintenance districts.

Appendix B
Proposer Information Form

General Information

Business Name: _____

Business Type:

- Corporation (State of Incorporation ___) Partnership
 Sole Proprietorship Other: _____

Business Federal Tax ID Number: _____

DIR Number (if applicable): _____ subcontractor Y/N _____

Corporate Headquarters

Address: _____

Local Office (If Applicable)

Address: _____

Authorizing Contact

Name: _____ Title: _____

Telephone: _____ Mobile: _____

Email: _____

Primary Contact

Name: _____ Title: _____

Telephone: _____ Mobile: _____

Email: _____

Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each. (If applicable)

Appendix C

Insurance Requirements

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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 City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Appendix D

Proposal Pricing Sheet: Provide a list of billing rates for the Proposers internal staff, specific tasks, any sub-consultants and other relevant costs.

Please include the date your proposal was submitted, your company name and contact information. Be sure to title this page “Proposal Pricing Sheet”.

Appendix E

Addendum Receipt

ADDENDUM RECEIPT

_____ (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works, Park Operations Division: RFP On-Call Landscape Architectural, Landscape Plan Check, Landscape Inspection and Project Management Services.

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Signature _____ Date _____

Title _____ Company Name _____

Appendix F

**Agreement for On-Call Landscape Architectural, Landscape Plan Check,
Landscape Inspection and Project Management Services**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the _____ services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____ DOLLARS (\$_____). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: _____

If to Consultant: _____

Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

*(Type name of Consultant/form of organization)**

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Shay Narayan
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Nancy Bronstein,
Interim Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse,
City Attorney

CONTRACT ATTACHMENTS WILL INCLUDE THE FOLLOWING:

ATTACHMENT 1

REQUEST FOR PROPOSAL

ATTACHMENT 2

CONSULTANT'S PROPOSAL

ATTACHMENT 3

SCHEDULE OF ACTIVITIES

ATTACHMENT 4

INSURANCE DOCUMENTS

ADDENDUM NO. 1

TO

REQUEST

FOR

PROPOSALS

ON-CALL LANDSCAPE ARCHITECTURAL
PLAN CHECK / INSPECTION / PROJECT MANAGEMENT SERVICES

RFP# 2024-PW107

ADDENDUM NO. 1
On-Call Landscape Architectural -
Plan Check, Inspection and Project Management Services

Page 2 of 2

This Addendum No. 1 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

Bidder shall acknowledge receipt of Addendum Number 1 by signature and enclosure along with their Proposal Package.

ADDENDUM NO. 1

Page 11, Section 2 and 3 of the RFP

A. PROPOSAL CONTENT AND FORMAT

Section 2 -Technical Approach to Scope of Services
One page narrative describing proposer's business philosophy and how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the proposer is required to do; the description of services should indicate "how" the offeror intends to perform the services.

The City will allow up to 5 pages for this narrative.

This Addendum No. 1, pages 1 through 2, shall become part of the Request for Proposal, Contract and all provisions of the Contract shall apply thereto.

The Contract Time is not changed.

The Proposal Due Date is not changed by this addendum.

Proposers shall acknowledge receipt of Addendum Number 1 by signature below. The signed acknowledgement shall be enclosed and submitted to the City with their proposal package at the Time the Proposals are due, no later than 4:00 PM on February 20, 2024.

Acknowledgement

Proposers Signature

ADDENDUM NO. 2

TO

REQUEST

FOR

PROPOSALS

ON-CALL LANDSCAPE ARCHITECTURAL
PLAN CHECK / INSPECTION / PROJECT MANAGEMENT SERVICES

RFP# 2024-PW107

This Addendum No. 2 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

Bidder shall acknowledge receipt of Addendum Number 1 by signature and enclosure along with their Proposal Package.

ADDENDUM NO. 2

Page 11, Section 3 of the RFP

A. PROPOSAL CONTENT AND FORMAT

Section 3 - Experience, Qualifications and References

- a. One page narrative describing the history of proposer's company and the geographic areas served. Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the proposer is qualified to perform the specific services contained in the RFP.
- b. One page listing references of at least three (3) projects of similar size and scope of services as this RFP. Include organization name, primary contact name, address and telephone number, time and date of services provided, specific services provided, and dollar values of contract.

The City will allow up to 5 pages for this narrative.

This Addendum No. 2, pages 1 through 2, shall become part of the Request for Proposal, Contract and all provisions of the Contract shall apply thereto.

The Contract Time is not changed.

The Proposal Due Date is not changed by this addendum.

Proposers shall acknowledge receipt of Addendum Number 2 by signature below. The signed acknowledgement shall be enclosed and submitted to the City with their proposal package at the Time the Proposals are due, no later than 4:00 PM on February 20, 2024.

Acknowledgement

Proposers Signature