

Addendum #3
Community Facilities District No. 1 (CFD 1) Request for Proposals (RFP)
Responses to Questions, April 10, 2024

OCII received several questions after the deadline for submitting questions. Addendum #3 provides answers to these questions. We are extending the deadline for submitting additional questions to Friday, April 12, 2024, noon.

1. Attachment 3A, CFD 1 Budget Estimate for Services, includes Section I.A, Landscape Maintenance, which includes Subsections 1 through 5. Do we provide a lump sum cost for Section I.A or should we provide individual cost estimates for each of the five subsections? If we must provide a cost per subsection, I'm assuming the monthly and yearly cells for I.A, Landscape Maintenance, should be blank.

Please provide separate amounts for subsections I.A.1 through I.A.5. Line I.A, Landscape Maintenance, should be blank. (The grey-shaded cells indicate cells that should be blank.)

Please note: the budget amount to be scored for the proposal evaluation criteria is the total amount for Section I, Recurring Maintenance and Ordinary Repairs. This amount is not to exceed \$110,000.

2. How many plaza trees are within the scope of this contract?

The total number of Plaza Trees is 56. The breakdown of the number of trees in each Plaza is as follows:

- 13 trees Brannan/Beale Plaza
- 0 trees Bryant Plaza
- 22 trees First Plaza
- 21 trees Townsend Plaza

3. Would it be possible to view the current contract that exists for this scope of work now?

Excerpts from the current (2017) Contract are attached. They include the initial pages of the Contract and the Scope of Services. Please note, the Scope of Services in the 2024 RFP is not the same as the 2017 Contract's Scope of Services.

Please note: OCII's current Form of Personal Services Contract is included in the RFP as Attachment 4.

Attachment: Excerpts 2017 Contract

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of November 1, 2017 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("OCII"), and FORSTER & KROEGER LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor").

RECITALS

- A. The Community Facilities District No. 1 (South Beach) ("CFD-1" or District") is in need of landscape maintenance and other related services in the Rincon Point-South Beach area. The District is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets (See Map 1 for more detailed description).
- B. CFD-1 consists of four plazas, namely the Townsend Plaza (Map 1), First Plaza (Map 2), Brannan/ Beale Plaza (Map 3) and Bryant Plaza and Steps (Map 4). Moreover, the District improvements include approximately 455 street trees, 12,100 square feet of lawn cover, 2,400 square feet of ground cover, 866 square feet of shrub, 500 square feet of annuals, 15,400 square feet of irrigation and lighting system, and 41,000 square feet of litter and weed control area.
- C. On June 21, 2017, staff issued a Request for Proposals ("RFP") in accordance with the Office of Community Investment and Infrastructure's Purchasing Policy and Procedures, inviting proposals to provide landscape maintenance and related services
- D. OCII staff determined that Forster & Kroeger Landscape Maintenance, Inc. ("Forster & Kroeger") is well qualified to provide landscape maintenance and related services for CFD-1 Rincon Point/South Beach based on its qualifications, proven experience and complete proposed budget. Forster & Kroeger currently is under contract to provide landscape maintenance services and has performed well throughout the term of the existing personal services contract. This Contract will allow the Contractor to continue to provide such services.
- E. The Office of Community Investment and Infrastructure, as administrator of CFD-1, seeks to retain the Contractor to provide landscape maintenance and other related services as well as to perform at the direction of OCII such additional landscape work as may be needed which may include but are not limited to the replacement

and/or repair of bollards, pavers, trees, cobbles, stakes and ties. This latter work will be included, if at all, in change orders signed by the Executive Director of OCII during the term of the Contract.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform all services required under this Contract in connection with CFD-1, and shall carry out in satisfactory and proper manner as determined by OCII, the services described in Attachment 1, Scope of Services (the "Work"), attached hereto and made a part of this Contract. A consistently high standard of performance will be required of landscape maintenance workers, training personal, supervisors and managers, and any subcontractors of Contractor, all of whom shall have appropriate licenses for the work they undertake pursuant to this Contract.

Contractor must maintain the availability of qualified and trained landscape maintenance workers and supervisory staff. Contractor shall assign personnel to the CFD-1.

OCII reserves the right to order changes in the Work to be performed hereunder by altering, adding to or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and OCII's Executive Director which shall specify the changes ordered and any adjustment of compensation and/or completion time required by such change. Any Work added to the scope of this Contract by a change order shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed by OCII and the Contractor.

2. TIME OF COMPLETION

A. Initial Term

The work under this Contract shall begin on November 1, 2017 and end on October 31, 2020 at midnight (the "Initial Term"), unless earlier terminated pursuant to Section 19, Termination.

B. Option to Extend Contract Term

At the option of the Executive Director of OCII, this Contract may be extended for one additional three-year term on all of the same terms and conditions. If OCII exercises this option, it will give Contractor written notice of exercise to Contractor not later than 30 days before the expiration of the term then in effect.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation:

The maximum amount payable under this Contract is Two Hundred Seventy-Four Thousand Four Hundred Thirty-Six Dollars (\$274,436.00). Payment shall be made according to the schedule and terms described herein.

<u>Year</u>	<u>Date</u>	<u>Monthly</u>	<u>Annual</u>
Year 1	Nov 1, 2017 - Oct 31, 2018	\$ 6,725	\$ 80,700
Year 2	Nov 1, 2018 - Oct 31, 2019	\$ 6,926.75*	\$ 83,121*
Year 3	Nov 1, 2019 - Oct 31, 2020	\$ 7,134.55*	\$ 85,615*
	Contingency for change orders (payable only to the extent of any change orders)		\$ 25,000
	Total		\$ 274,436

* = approximation

At the conclusion of each 12-month service period there will be an annual Consumer Price Index ("CPI") increase in the compensation paid to Contractor. The chart above shows approximations for years two and three based on an annual 3% CPI increase. The actual Year 2 and 3 annual compensations (to be prorated and paid monthly) will be calculated using the 12-month percent change in CPI-U for All Urban Consumers published by the U.S. bureau of Labor Statistics for August.

All expenses of Contractor are included in the amounts payable pursuant to **Attachment B**, "Budget", and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. OCII staff will review and approve these invoices for payment.

B. Taxes.

No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits.

Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees during the Contract Term.

Attachmen:

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Nondiscrimination in Contracts and Benefits Form
- Attachment D: Small Business Enterprise Agreement
- Attachment E: Minimum Compensation Policy Declaration
- Attachment F: Health Care Accountability Policy Declaration

ATTACHMENT A

SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

All improvements and plantings are to be maintained in at least as good a condition as at the start of the Contract. Good horticultural practices shall be applied to the rejuvenation of plantings that are failing to thrive. Contractor is required to report promptly those items of maintenance or repair beyond its direct responsibility. In addition, Contractor agrees to comply with and provide the following:

- a. **City Standards:** All of the work of this Contract shall conform to the standards and requirements of the San Francisco Bureau of Urban Forestry unless specifically described otherwise in these specifications. See Exhibit A, Urban Forestry Ordinance.

- b. **Inspection:** All of the work of this Contract shall be done in consultation with and to the satisfaction of the Office of Community Investment and Infrastructure (OCII). The contractor shall advise the Agency immediately of any necessary repair or replacement of landscape items.

Problems identified during inspections shall be corrected by the contractor in a timely manner.

- c. **Planting Replacement:** Any plantings which die or decline due to actions or neglect by the contractor shall be replaced by the contractor with plantings of the same species, size, quality and quantity as the original at the Contractor's sole expense.

- d. **Maintenance Schedule:** Within 45 days after execution of the Contract, the contractor shall submit an annual maintenance schedule covering all of the work of the Contract by specific locations and an annual tree pruning/thinning schedule. Maintenance and pruning shall be in accordance with the Tree Pruning Guidelines and American National Standards Institute (ANSI Z1331.1 & ANSI A300) protocols. Work on the Contractor shall conform to the approved schedule.

- e. **Response:** The Contractor shall make available an office phone number and phone numbers of representatives directly in charge of irrigation and maintenance.

- f. **Equipment, Materials and Supplies:** Except as specifically provided otherwise, it is the Contractor's responsibility to furnish all equipment, materials and supplies needed to perform the services in this Scope of Services. Water is

supplied through quick-coupler valves at the plaza locations. Contractor is to furnish and pay for water and water trucks for watering street trees.

2. COMMUNITY FACILITIES DISTRICT NO.1- GEOGRAPHIC AREA

The geographic area included in the Scope of Services for Community Facilities District No. 1 ("CFD No. 1") includes four plazas, containing 95 trees, 12,000 square feet of lawn, 2,400 square feet of ground cover, 8,666 square feet of shrubbery, 500 square feet of annuals, 41,000 square feet of litter and weed control, 15,400 square feet of irrigation and lighting systems, 360 street trees, 41 bollards and nine benches. (All quantities listed are approximate only. No adjustment will be made in contract price if the actual square footage differs.)

Townsend Plaza (Map 1)

Townsend Plaza is located between Townsend Street and The Embarcadero in front of the South Beach Marina Apartment.

First Plaza (Map 2)

First Plaza is bounded by the Embarcadero and the South Beach Marina Apartment's property line running between the edge of the South Beach Marina Apartments entrances, the back of the curb of the Delancey Street (First Street) cul-de-sac, and to the edge of the Delancey Street Foundation entrance.

Brannan/Beale Plaza (Map 3)

Brannan/Beale Plaza is bounded by Brannan Street, The Embarcadero, the Beale Street cul-de-sac and the back of the sidewalk along the Bayside Village Apartments.

Bryant Plaza and Steps (Map 4)

Bryant Plaza and Steps are located at the corner of Delancey Street (First Street) and Bryant Street.

Street Tree Maintenance (Map 5)

The street trees in the service area are along one or both sides of all or some of the following streets:

- Townsend Street between Second and The Embarcadero;
- Colin P. Kelly Jr. Street between Townsend and Brannan;
- Delancey Street (First Street) between First Plaza and Bryant;
- Brannan Street between Delancey Street (First Street) and The Embarcadero;
- Federal Street between Rincon and Delancey Street (First Street);
- Bryant Lane between Delancey Street (First Street) and Beale; and
- Beale Street between Brannan/Beale Plaza and Bryant.

3. **TECHNICAL PROVISIONS**

a. **Tree Maintenance**

- (1) General. The work consists of maintaining in a vigorous and healthy state all trees designated within the Contract area and controlling litter and weeds in the pavers around them. The contractor shall provide all materials, labor, and equipment necessary to ensure continued healthy growth throughout the Contract period. The Scope of Work includes cutting back roots and installing root barriers between tree well and pavers as needed, watering, disease and insect control, pruning, thinning, fertilizing, weed control, litter control and maintenance of tree stakes and ties, straightening of tree guards and leveling of tree well covers, raking and replenishment of pea gravel.
- (2) Watering. Watering of plaza trees shall be by existing irrigation systems. The contractor shall be responsible for supplemental watering by deep probe as needed. Watering of street trees not serviced by the irrigation system shall be by deep probe by water truck as needed and a minimum of six times during the dry season.
- (3) Fertilizer. All trees shall be fertilized at a rate and frequency determined by manufacturer's specifications and soil analysis shall be undertaken by contractor at least twice a year.
- (4) Integrated Pest Management. Based on weekly inspections, any diseases or pests discovered shall be controlled by approved methods under the direction of a licensed Agricultural Pest Control Operator. Contractor shall select control strategies that are effective, long lasting but least disruptive to the environment. Only the least-toxic chemical controls should be used, and only as a last resort.
- (5) Weeding. Areas at the base of trees and in the surrounding pavers shall be kept free of weeds by hand weeding or chemical controls under the direction of a licensed Agricultural Pest Control Operator.
- (6) Stakes and Ties. Stakes and ties shall be inspected weekly and repaired, replaced, removed or adjusted as needed.
- (7) Pruning. All trees shall be pruned as needed but not less than at least once a year in December or January to create and maintain an attractive, strong, healthy, and hazard-free branching structure. Pruning shall include removal of suckers. All pruned material shall be properly disposed of off-site by a certified environmental recycling compost operation.

b. **Lawn Maintenance**

- (1) General. Lawn maintenance shall consist of all those items necessary to maintain existing lawn areas in a healthy condition. The contractor shall furnish all necessary materials, supplies and labor to ensure this condition. Contractor shall be responsible for watering, mowing, trimming, fertilizing, weed control, disease and pest control and maintenance of the irrigation system.
- (2) Mowing. The grass shall be kept to a maximum height of two inches by mowing **at least** once a week during the growing season (April-October) and as needed at other times during the year. At each mowing, Contractor shall inspect lawn for any needed weed, disease or pest control and for necessary adjustment of the irrigation system.
- (3) Watering. The Contractor is responsible for periodic and regular watering of the lawn area by use of the existing irrigation systems. The rates of application and frequencies shall be determined and adjusted by the contractor in accordance with plant growth needs. Excessive watering shall not be permitted.
- (4) Fertilizer. The Contractor shall apply standard lawn fertilizer at a rate and frequency determined by manufacturer's specifications and soil analysis, at least four times a year preferably once each quarter.
- (5) Litter Control. At each mowing, the Contractor shall remove all litter, including plant clippings and trash, accumulated in, around, and on the lawn areas. This litter shall be disposed of properly outside the Contract area at contractor's expense.
- (6) Weed Control. The Contractor shall maintain the lawns reasonably free of broad leaf weeds and noxious grasses by hand weeding or chemical controls under the direction of a licensed Agricultural Pest Control Operator.
- (7) Disease and Pest Control. The Contractor shall apply appropriate disease and pest control measures as needed to maintain the vigorous growth of the lawns, under the direction of a licensed Agricultural Pest Control Operator.
- (8) Trimming. Grass along paved areas, curbs, groundcover areas and around trees shall be trimmed or edged each time the lawn is mowed.
- (9) Thatching/Aerations. Lawn shall be thatched at least once a year, prior to fertilizing and aerated as needed to maintain healthy growth but not less than once a year and not to exceed four times a year.

c. **Groundcover Maintenance**

- (1) General. Groundcover maintenance shall consist of all items listed under lawn maintenance, excepting mowing and thatching.
- (2) Cutting. At least twice a year, all groundcover shall be trimmed or cut back to a height which will re-invigorate growth and maintain a neat appearance.
- (3) Cultivation. Groundcover areas shall be lightly cultivated at least twice a year, prior to fertilizing. Cultivation shall be done so as not to damage the roots of the groundcover.

d. **Shrub Maintenance**

- (1) General. Shrub maintenance shall consist of all items listed under tree maintenance, except staking and pruning.
- (2) Trimming. Shrubs shall be trimmed as necessary to maintain vigorous growth and a neat appearance at least four times a year.

e. **Annuals**

- (1) General. Maintenance of annuals shall consist of all items necessary to install appropriate seasonal annuals and maintain them in a vigorous and attractive state. Watering, fertilizing, litter control, weed, disease and pest control and cultivating shall be as described under "Groundcover Maintenance" above.
- (2) Installation. The Contractor shall purchase and install appropriate seasonal annuals from flats or larger sized plants, rotating at least twice yearly. The choice of annuals must be approved by Agency staff.
- (3) Trimming. Annuals shall be trimmed, including the removal of all dead flowers and foliage, as necessary, to maintain vigorous growth and a neat appearance.

f. **Irrigation and Lighting Systems**

- (1) General. It is the Contractor's responsibility to maintain existing irrigation and lighting systems in an operating condition. Unless contractor possesses the appropriate license, contractor shall have a licensed electrical contractor perform electrical work. Contractor shall provide all necessary manpower, equipment and service to maintain these systems including fuse ballast and bulb replacements for lighting systems.

- (2) Plumbing Repairs. The Contractor shall insure the integrity of the plumbing for the irrigation systems. Included shall be the adjustment of sprinkler heads to proper effective height and coverage. Replacement of sprinkler heads, underground piping, and other items damaged by the Contractor's operation shall be at the contractor's expense. The Contractor's responsibility shall extend from the street meter (but not including the meter) to the furthest sprinkler head. Repairs shall be made by a qualified plumber. The Contractor shall promptly report any damage to the system to Agency staff. All damage shall be repaired immediately.

g. General Litter, Weed Control and Maintenance

The Contractor shall remove and dispose of all litter and debris and shall control weeds in the plaza areas, tree wells, and "bump outs." ("Bump outs" are the areas between the widened curb and the standard concrete sidewalk that generally contain street trees, bollards and granite pavers.) The tree wells and bump outs which are included are those which contain trees maintained under this Contract.

The Contractor shall remove graffiti in a timely manner. Lens covers on the bollards will be cleaned, repaired and painted as needed. Contractor will inspect pavement for lifted, separated, cracked or damaged paving. Street benches shall be cleaned and treated with a preservative twice a year and the wrought iron armrest repainted as needed.

h. Repairs and Other

Extra work not included in the Contract is to be done only upon written direction by Agency staff.

1. Reporting

Uneven or cracked sidewalks and like items which are not the direct responsibility of the Contractor to repair, shall be reported promptly to Agency staff who may authorize repair as extra work under "Repairs and Other."

ATTACHMENT B: BUDGET

The maximum amount payable under this contract is \$274,436. Compensation shall be made based upon a mutually accepted agreement upon "Scope of Services" (Attachment A). All expenses of the Contractor are included, and no expenses shall be reimbursed separately.

Forster & Kroeger's Budget is as follows:

- | | |
|---|-------------------|
| 1. Personal Services: 4 workers 1 time per week and
1 irrigation technician as needed | \$4,400 per month |
| 2. Materials & Supplies: Truck and landscape equipment,
Irrigation supplies, bricks, pavers, sand and safety equipment | \$ 400 per month |
| 3. Subcontractors: Fahy Tree Service | \$1,000 per month |
| 4. Insurance | \$ 400 per month |
| 5. Overhead: Gas, rent, office staff | \$ 525 per month |

Total: \$ 6,725.00 per month

Additional Comments: Annual monthly rent will be adjusted in accordance with CPI.