



**City of Coachella
Public Works Department**

**Request for Proposal (RFP)
Due: January 16, 2014 2 p.m.**

**Landscape Maintenance Services for:
Bagdouma Park**

Contract Documents and Specifications

**City of Coachella
Public Works Department
53462 Enterprise Way
Coachella, CA 92236
760.501.8100Tel
760.398.1630 Fax
www.coachella.org**

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December 18, 2013

NOTICE INVITING PROPOSALS

LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Coachella, as AGENCY invites sealed proposals for the above stated project and will receive such proposals in the Public Works Department up to the hour of **2:00 pm, day the 16TH day of January, 2014.**

Proposals must be prepared on the approved proposal forms in conformance with the Instructions to Proposers and submitted in a sealed envelope plainly marked on the outside **“SEALED PROPOSAL FOR BAGDOUMA PARK MAINTENANCE SERVICE,– DO NOT OPEN WITH REGULAR MAIL.”**

Bidders may obtain a copy of the Specifications and Contract Documents from the City of Coachella Website at www.coachella.org, Public Works Department Bids and from the Public Works Department.

Bids must be accompanied by a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

The work to be done consists of furnishing all materials equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above stated project.

This contract will be for a twenty-four (24) month period after notice to proceed with an option to extend the contract for an additional year based on contractor performance. Work will commence one day after notice to proceed is given.

A mandatory Pre-Bid Meeting will be held at the Coachella Corporate Yard located at 53462 Enterprise Way, Coachella 92236 on the following date and time: **Tuesday, January 7, 2014 at 10 a.m.** Prospective bidders may visit the Project Site without making arrangements through the Public Works Department. Bids will not be accepted from any bidder who did not attend the Pre-Bid Conference.

All questions must be put in writing and be received by the City no later than **5:00 p.m. on Wednesday, January 9th, 2014.** Requests for clarifications, questions and comments must be clearly labeled, “Written Questions” and addressed to **Maritza Martinez, City of Coachella, Public Works Department.** The City is not responsible for failure to respond to a request that has not been labeled as such.

NOTICE INVITING PROPOSALS

In accordance with the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages according with standards set forth in Section 1773 for the locality in which the Work is to be performed, A copy of said wage rates is on file at the City Clerk's office of the City. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. A copy of said wage rates can be obtained by accessing the Department of Industrial Relations website at: www.dir.ca.gov/DLSR/statistics_research.html, or by contacting the District Office at 464 West Fourth Street, Room 348, San Bernardino, CA 92401, telephone (909) 383-4334.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, to accept any bid or portion thereof, and to take all proposals under advisement for a period of sixty (60) days.

CONTRACT/ACREAGE LIMITATION:

The City has determined that it is in the best interest of the City and the various landscape/park maintenance areas' service levels to limit the amount of Service Area contracts held by a single firm.

This policy more fairly and evenly distributes landscape/park maintenance contracts among various contracting entities, and thereby decreases the potential risk of loss to the City and its service levels for landscape maintenance in the event of non-performance by a maintenance contractor.

The Contract/Acreage Limitations are as follows*:

- No single contracting firm or entity may hold City LLD and Arterial Median/Parkway landscape maintenance and Park Maintenance contracts whose combined Base Compensation is valued at more than fifty-five percent (55%) of the total Base Compensation cost of all of the City's Service Area contracts;

- AND -

- No single contracting firm or entity may hold City LLD and Arterial Median/Parkway landscape maintenance and Park Maintenance contracts whose combined acreage totals more than sixty-five percent (65%) of the total acreage of all City Contract Service Areas.

At the time of contract award, the prime contractor shall possess a C-27 Landscape Contractors license.

NOTICE INVITING PROPOSALS

Questions pertaining to the technical aspects of the contract should be directed to **Maritza Martinez (760) 501-8111.**

INSTRUCTION TO PROPOSERS

INSTRUCTION TO PROPOSERS

1. **Form of Proposal.** The proposal must be made on the form of **Contractor's Proposal**, which is included in the Contract Documents and must be completely filled in, dated and signed. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Special Provisions. Proposals must be submitted on all items and schedules included in the Contract Documents, to:
 - PART I - Contractor Information
 - PART II - Contractor's Proposal – **all items in this section must be properly completed, executed, and submitted**
 - Proof of Insurance – See Subsection 29 of this *Instruction*

Both at the time of the proposal and at the time of the contract award, the successful Proposer shall hold a valid Contractors License issued by the State of California, as required to perform the work. Additionally, the City reserves the right to reject any or all proposals, to accept any proposal or portion thereof, and to waive any minor irregularity. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Proposer to whom the award is contemplated.

The Contract/Acreage Limitations are as follows:

- No single contracting firm or entity may hold City LLD and Arterial Median/Parkway landscape maintenance and Park Maintenance contracts whose combined Base Compensation is valued at more than fifty-five percent (55%) of the total Base Compensation cost of all of the City's Service Area contracts;
- AND -
- No single contracting firm or entity may hold City LLD and Arterial Median/Parkway landscape maintenance and Park Maintenance contracts whose combined acreage totals more than sixty-five percent (65%) of the total acreage of all City Contract Service Areas.

Interviews may be held, if required, subsequently for the top-scoring proposer for a detailed discussion of the various elements of their proposal. Key individual assigned to the project must make presentations at the interview. Landscape Contractor selected for an interview maybe required to furnish additional information prior to or at the interview.

Selection as the most responsive, responsible, proposer does not guarantee the award of the contract. The award of the contract must be approved by the City Council and executed by the City Manager.

INSTRUCTION TO PROPOSERS

No proposer may withdraw his/her proposal for a period of ninety (90) days after the time set for opening thereof. However, the City will return all proposal sureties within ten (10) days after the award of the contract or rejection of the proposals, as the case may be, to the respective proposer's whose proposals they accompany.

The award of the contract, if it be awarded, will be to the most responsible responsive proposer whose proposal complies with all the requirements described. The award, if made, will be made within ninety days. The City may elect to choose to award the maintenance contract to more than one qualified proposer if it is determined to be in the best interest of the City. The decision to award the contract to more than one Contractor will be made at the sole discretion of the City.

2. Proposal Guarantee Requirement. Each proposal shall be accompanied by a certified or cashier's check or Bid bond in the amount of ten percent (10%) of the total proposal price payable to the City of Coachella as a guarantee that the proposer, if his proposal is accepted, will promptly execute the Contract, and secure payment of Worker's Compensation Insurance. The City will retain the proposal guarantees of all firms whose proposals are selected for consideration until such time as the contract is executed. The proposal guarantees submitted by all other proposers will be released within thirty (30) days after the date of the Award of Contract.

3. Interpretation of Documents. Discrepancies, omissions, ambiguities, and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City, in writing, and to the attention of the Director of Public Works. When appropriate, Addenda will be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

4. Addenda. City reserves the right to issue Addenda to the Contract Documents at any time prior to the submittal deadline set for submission of proposals. Each potential proposer shall leave with the City its name, address, phone number and e-mail address for the purpose of receiving Addenda. The City will cause copies of Addenda to be mailed, delivered or e-mailed to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Proposals, to be acceptable, must acknowledge receipt of all Addenda.

5. Clarifications. Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this NIB and will be posted on the City of Coachella website <http://www.coachella.org/bids.aspx> . With the exception of oral questions asked at any Pre-Bid Meeting, all questions, clarifications or comments shall be put in writing and must be received by the City no later than **January 9, 2014 at 5pm**. The City

INSTRUCTION TO PROPOSERS

will accept requests for clarifications, questions and comments in the following manner: via email to mmartinez@coachella.org or via a delivered envelope clearly addressed as follows:

**City of Coachella Public Works Department
53462 Enterprise Way
Coachella, CA 92336
Attn: Maritza Martinez
'Not an Offer'**

The City is not responsible for failure to respond to a request that has not been labeled as such. Inquiries received after **5pm on January 9, 2014** will not be accepted.

6. City Responses. Responses from the City to substantive questions will be communicated in writing to all Mandatory Pre-Bid Meeting attendees by way of Addendum via e-mail and posting on the City's website, no later than 72 hours prior to Bid Due date and Time. It is the responsibility of the bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Bid Due Date and Time, the Bid Due date will be extended.

7. Submission of Proposal. A proposal must be submitted in a sealed opaque envelope that clearly identifies the proposer and the project. Proposals must be received by the time and at the place set forth in the Notice Inviting Proposals and may be withdrawn only as stated in the proposal.

8. Bid Delivery. Sealed bids shall be delivered to the below address:

City of Coachella
Public Works Department
53462 Enterprise Way
Coachella, CA 92236

Bids may be delivered in person or by other delivery methods. It is the sole responsibility of bidders to ensure that their bids are received at the time and place indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

An original and three (3) copies of the proposal shall be submitted for consideration no later than **2 P.M. ON January 14, 2014.** The proposal shall be submitted in two (2) separate sealed envelopes. The first envelope shall contain the *Affidavit of Non-Collusion; Certification of Non-Discrimination; List of Subcontractors; Contractor Information.* The envelope containing this information should be clearly labeled:

INSTRUCTION TO PROPOSERS

“RESPONSE TO REQUEST FOR PROPOSAL – LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK– CITY OF COACHELLA -PART I - ATTN: MARITZA MARTINEZ - **DO NOT OPEN WITH REGULAR MAIL.**” The second envelope shall contain the *Contractor’s Proposal* (including a properly executed Proposal Surety); *Proof of Insurance*. The envelope containing this information should be clearly labeled: “RESPONSE TO REQUEST FOR PROPOSAL – LANDSCAPE MAINTENANCE SERVICES FOR BAGDOUMA PARK - CITY OF COACHELLA – PART II – ATTN: MARITZA MARTINEZ - **DO NOT OPEN WITH REGULAR MAIL.**”

9. Contract Documents. The complete Contract Documents are identified in the Agreement. Potential proposers are cautioned that the successful proposer incurs duties and obligations under all Contract Documents and that they should not merely examine the Plans and Specifications in making their proposal.

10. Informed Bidders. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders’ own risk and they cannot secure relief on the plea of error.

11. Contract Term. The term of the initial contract will be for TWENTY FOUR (24) MONTHS beginning February 1, 2014, through January 31, 2016. The City may elect to exercise an extension to renew this contract for an additional one (1) year term.

12. Contract Renewal. The Contract may be extended by the City for a one (1) year option renewal period under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period two months prior to the commencement of the additional one (1) year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United State Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Los Angeles, Riverside, and Orange County, CA” (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

13. License. To be considered, a potential proposer must have the kind of license required under provisions of the California Business and Professions Code for the work covered in its Proposal when it is submitted. This includes a joint venture formed to submit a proposal.

14. Inspection of Site. Proposer must examine the site and acquaint themselves with all conditions affecting the work. By making its proposal a proposer warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen, and utilities and ability

INSTRUCTION TO PROPOSERS

to protect existing surface and sub-surface improvements. No claim for allowances, time or money, will be allowed as to such matters.

15. Acceptance of Bids. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB. The City reserves the right to postpone any bid opening for its own convenience.

16. Proposals. Proposals are required for the entire work. The amount of the proposal for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price

The evaluation of proposals and award of contract shall be based solely on the final decision of the City. The City reserves the right to award the contract on either of the schedules or any combination of levels of service to the firm whose proposal is determined to be in the best interests of the City.

17. Selection Criteria. Selection will be a two part process.

STEP 1.

The **PART I** section of all submitted proposals will be rated based on review and evaluation by a three (3) member staff selection panel. Rating criteria will be as follows:

• Contractor Information (including REFERENCES)	25 pts.
• Proposed Monthly & Annual Project Work Schedules	35 pts.
• Proposed Facilities, Equipment, and Staffing Schedule	30 pts.
• Communications, Traffic Safety, & Greenwaste Recycling	05 pts.
• <u>Completeness/Thoroughness/Neatness of Submittal</u>	<u>05 pts.</u>

TOTAL POSSIBLE SCORE **100 pts.**

Proposals that omit responses to any of the above categories, or whose response to any category receives an aggregate rating of zero ("0"), may be rejected.

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Proposing firms receiving a minimum aggregate total of 25 points from the selection panel will be placed on a “short list.”

STEP 2.

The **PART II** section for all firms meeting the Step 1. criteria set forth above will be opened, and analyzed by the staff selection panel. In making this analysis, the panel will:

- Verify that Proposal Surety is properly executed by both Principal and Corporate Surety.
- Compare compensation amounts with man-hour and materials estimates previously submitted by the firm (Part I – Contractor Information.) to determine the soundness, and balance of the firm’s proposed financial compensation.
- Consider the financial proposal’s relation to City budgets approved for this project, as well as to current, and historical costs incurred by the City for work of similar scope. Based on its analysis, staff may ask the selected proposer to explain, and/or clarify the firm’s requested financial compensation.
- Determine whether the requested compensation is consistent with firm’s proposed staffing, material, and asset commitments, as well as with the City’s established project budget and contracting policies, and procedures.

After completing the analysis of the firms’ Part II. submittal, the panel will select a firm whose demonstrated competence, comprehension of Scope of Work, and reasonableness of price quotation for quality of services offered make it the top-ranked proposer. This firm shall be invited to an interview with City staff to discuss its Part I. and II. submittals, and to negotiate a contract if the City determines such negotiation is in the City’s best interest. The goal of negotiation is to agree on a final contract that delivers to the City the services required at a fair and reasonable cost.

If the City cannot reach an agreement with the top-ranked proposing firm, a new negotiation will be started with the next highest ranked firm. The negotiation process will be repeated as necessary until a contract is negotiated successfully with a short listed firm, or until staff makes a recommendation to reject all proposals.

18. Award of Contract. Acceptance by the City at a meeting regularly called and held of a Contractor’s Proposal authorizes City to enter into a contract subject to the execution by both Contractor and City of a written agreement evidencing said contract, and Contractor providing all requirements set forth in said contract including, but not limited to, insurance and bonding requirements. Contractor is advised that the City has up to 90 days from Award of Contract within which to issue the Notice to Proceed.

19. Contractor’s Bonds. The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements

INSTRUCTION TO PROPOSERS

contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the provision of the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII or better in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

20. Return of Guarantee. Proposal Guarantees or checks of unsuccessful proposers will be returned by mail when the executed agreement and bonds are received by the City. Proposal Guarantee of the successful proposer will not be returned but is exonerated by its execution and delivery of the Agreement and the bonds. If the guarantee of the successful proposer is a check, it will be returned at the time a Bid Bond would be exonerated.

21. Qualifications of Proposers. No award will be made to any proposer who cannot give satisfactory assurance to the City as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a contractor on work of the nature contemplated in the contract. The proposer may be required to submit its record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of proposal.

22. Subletting and Subcontracting. Proposers are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code) to list in their proposal the name and location of place of business of each sub-contractor who will perform work or labor or render services in or about the construction of the work or improvement or a sub-contractor who will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of one half of one percent (0.5%) of the prime Contractor's total proposal. Failure to list a sub-contractor for any portion of the work under the guidelines above implies that the Contractor's own forces will do that portion of the work. It is the City's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.

23. Substitution of Securities in Lieu of Retention. Contractor is advised that he may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent and shall pay such monies to the Contractor upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

INSTRUCTION TO PROPOSERS

24. Government Code Section 4551. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor, or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section)* or under the Cartwright Act (Chapter 2 (commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

25. Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to act of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

26. Primary Bidders. No person, organization, or corporation is allowed to make submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

27. Laws Governing Contract. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

28. Proof of Insurance. Proposing firms are required to provide proof of insurance at the amounts specified herein as part of their Proposal.

29. MANDATORY Pre-Proposal Conference. A mandatory pre-proposal conference will be held on **Tuesday, January 7, 2014 at 10 a.m. at the Corporate Yard of the Coachella City Hall**. The Pre-Proposal conference will consist of a review of the RFP document, including but not limited to the General and Specific Terms & Conditions, the Contract-Agreement, and RFP submittal requirements. Preliminary project questions will be responded to at this time. FIRMS WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THE ENTIRE MEETING. **Late arrivals will be denied entrance to this meeting.**

INSTRUCTION TO PROPOSERS

30. Filing of Bid Protests. Bidders may file a “protest” of a Bid with the City’s Public Works Department. In order for a Bidder’s protest to be considered valid, the protest must:

- a. Be filed in writing within five (5) calendar days after the bid opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific City staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of the requirements, it will be rejected as invalid.

If the protest is valid, the City’s Public Works Director, or other designated City staff member, shall review the basis of the protest and all relevant information. The Public Works Director will provide a written decision to the protestor within fourteen (14) calendar days.

CONTRACTOR INFORMATION ▪ (Proposal PART I)

LANDSCAPE MAINTENANCE SERVICES

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: _____

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation _____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: _____

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION

• LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____

• NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE:

• LICENSE EXPIRATION DATE: _____

• CURRENT LICENSE STATUS: _____

• PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE
AND HOW RESOLVED: _____

4. COMPANY'S FEDERAL IDENTIFICATION
NO.: _____

CONTRACTOR INFORMATION

5. NAME AND TITLE OF COMPANY OFFICERS:

NAME:

TITLE:

6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES:_____

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES:_____

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE CITY RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE CITY WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS:_____

- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: _____

- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:_____

- PUBLIC AGENCY PERCENTAGE OF TOTAL LANDSCAPE MAINTENANCE CONTRACT VALUE:_____

- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

- SUPERVISORS:_____ AVERAGE SALARY RANGE:\$ _____/_____*
- TECHNICIANS:_____ AVERAGE WAGE SCALE: \$ _____/Hr.*
- FOREMEN:_____ AVERAGE WAGE SCALE: \$ _____/Hr.*
- LABORERS:_____ AVERAGE WAGE SCALE: \$ _____/Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

- TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

CONTRACTOR INFORMATION

MOTOR VEHICLES

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

MOWERS

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

POWER EQUIPMENT

- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____
- TYPE:_____ NUMBER:_____

9. REFERENCES

The proposer must verify acceptable experience of diversified landscape maintenance, which will enable the City to judge the responsibility, experience, skill, and business/financial standing of the proposer.

LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY (PREFERRED) OR PROPERTY MANAGEMENT/HOA PARK/LANDSCAPE MAINTENANCE CONTRACTS OF SIMILAR SIZE & SCOPE - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST THREE (3) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE

- **REFERENCE INFORMATION FURNISHED MUST INCLUDE:**
 - NAME AND ADDRESS OF AGENCY;
 - NAME AND TELEPHONE NUMBER OF AGENCY/CLIENT STAFF PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 - CONTRACT NAME(S) / NUMBER(S);
 - ANNUAL CONTRACT AMOUNT(S);

CONTRACTOR INFORMATION

- NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
- LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
- LENGTH OF CONTRACT(S).
 - START DATE
 - END DATE

CONTRACTOR INFORMATION

PROPOSED PROJECT WORK SCHEDULES

LANDSCAPE MAINTENANCE SERVICES

Bagdouma Park

The following four pages are blank Monthly and Annual Schedule Sheets for each park. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in the Contract Documents. **Use additional sheets as necessary to provide a full, and comprehensive response.**

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the contract's maintenance areas in the box corresponding to the day of the week/month you propose to do them. **List man-hours per position required to complete each task.**
2. Be sure to include administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. ***Schedule sheets that are not completed for the entire month will be considered to be non-responsive.***

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the contract's maintenance areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. **List man-hours per position required to complete each task.**
2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. ***Schedule sheets that are not completed for the entire year will be considered to be non-responsive.***

CONTRACTOR INFORMATION

MONTHLY SCHEDULE SHEET – BAGDOUMA PARK

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

CONTRACTOR INFORMATION

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CONTRACTOR INFORMATION

ANNUAL SCHEDULE SHEET – BAGDOUMA PARK

JANUARY	FEBRUARY	MARCH
APRIL	MAY	JUNE
JULY	AUGUST	SEPTEMBER
OCTOBER	NOVEMBER	DECEMBER

CONTRACTOR INFORMATION

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CONTRACTOR INFORMATION

PROPOSED FACILITIES, EQUIPMENT, MATERIALS & STAFFING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES

Bagdouma Park

Due to the location, size/extent and maintenance requirements of the maintenance area, proposer is required to state how he will provide the necessary maintenance and services in the specifications. State the estimated manpower your company will use each week to fulfill the contract, including but not limited to supervision, irrigation and general labor subcategories. List also the estimated vehicles and equipment (by size & type) needed to perform contract scope of work.

Additional numbered pages outlining information required or this portion of the proposal shall be attached as necessary.

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

Equipment:

List equipment to be furnished to execute work tasks specified in the Contract-Agreement, General Terms and Conditions, and Special Terms and Conditions. Indicate with (S) any listed equipment to be shared with another contract/ project. **Use additional sheets as necessary to provide a full, and comprehensive response.**

Motor Vehicles

Turf Maintenance Power Equipment/Tools/Mowers

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools

(list both powered and hand equipment/tools)

CONTRACTOR INFORMATION

Fertilizer Application Equipment

(List both powered and hand equipment/tools)

Pesticide Application Equipment

(List both powered and hand equipment/tools)

CONTRACTOR INFORMATION

Materials:

Furnish an estimate of the **materials and quantities** needed to execute the following specified work tasks:

SPECIFIC TERMS & CONDITIONS-Turfgrass Maintenance ¶- Overseeding

- List seed by variety name and blend; include recommended rate of application
- List topdress material by supplier's/manufacture's brand name; include recommended rate of application

Winter Overseeding –

Spring/Summer Overseeding –

SPECIFIC TERMS & CONDITIONS-PEST CONTROL – Herbicides ¶– Pre-emergent crabgrass treatment

- List herbicide by manufacturer's brand name; include formulation type, and recommended rate of application for intended use
- If spray adjuvants are proposed for use, list by manufacturer's brand name; include formulation type, and recommended rate of application for intended use

Annual Treatment –

CONTRACTOR INFORMATION

Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Contract-Agreement, General Terms and Conditions, and Special Terms and Conditions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. **Use additional sheets as necessary to provide a full, and comprehensive response.**

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE

Communications

Project General Terms and Conditions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will

CONTRACTOR INFORMATION

provide the specified twenty-four (24) hour communication capability. **Use additional sheets as necessary to provide a full, and comprehensive response.**

Green waste Recycling:

AB 939 mandates that the City of Coachella divert from landfills fifty percent (50%) of the solid waste, including green waste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the green waste that will be generated from executing the project's Scope Of Work (see Exhibit A of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the green waste you generate from your operations on the project. If you plan to use any recycled green waste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. **Use additional sheets as necessary to provide a full, and comprehensive response.** Monthly green waste reports will be required to be provided to the Public Works Department on a monthly basis.

Due to the location, difficult nature and plant material associated with this maintenance area, the City Council of the City of Coachella reserves the right to reject proposals from firms that do not reflect adequate experience and qualifications to conduct the necessary work.

CONTRACTOR'S PROPOSAL FOLLOWS

CONTRACTOR'S PROPOSAL ▪ (Proposal PART II)

LANDSCAPE MAINTENANCE SERVICES Bagdouma Park

**TO: Public Works Department – Maritza Martinez
City of Coachella
53462 Enterprise Way
Coachella, CA 92236**

The undersigned declares that they have carefully examined the Specifications accompanying the Notice Inviting Proposals and is thoroughly familiar with the contents thereof, is authorized to represent the proposing firm and propose services to the City of Coachella.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the specifications.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the contract.

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

PRICE FOR SERVICE SCHEDULE – BAGDOUMA PARK

For Bagdouma Park, specify the price (in numeric and written form) your firm proposes to charge per month & per year.

	COLUMN 1	COLUMN 2	COLUMN3
	MONTHLY AMOUNT	TOTAL ANNUAL AMOUNT	TOTAL TERM AMOUNT
BAGDOUMA PARK	\$	\$	

MONTHLY AMOUNT: _____

ANNUAL AMOUNT: _____

TOTAL TERM AMOUNT: _____

PROPOSING FIRM: _____
(Company Name)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL (CONTINUED)

The costs of any work shown or required in the Plans and Specifications, but not specifically identified as a Pay Item are included in the Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications.

COMPANY

ADDRESS

()
TELEPHONE

()
FAX

BID PREPARED BY TITLE

SIGNATURE

DATE

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL (CONTINUED)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: **General Terms & Conditions** – *Protection of Property*. **Specific Terms & Conditions** – *Tree Maintenance; Turfgrass Maintenance;* and *Extra Work*.

UNIT PRICES

- | | | | | |
|----|---|---|----------------|----|
| 1. | 1 gal. shrub/vine/ground cover in place | @ | \$_____ | ea |
| 2. | 5 gal. shrub/vine/ground cover in place | @ | \$_____ | ea |
| 3. | 5 gal. tree in place (stakes incl) | @ | \$_____ | ea |
| 4. | 15 gal. tree in place (stakes incl) | @ | \$_____ | ea |
| 5. | 24" box tree in place (stakes incl) | @ | \$_____ | ea |
| 6. | 36" box tree in place (guy wires incl) | @ | \$_____ | ea |
| 7. | Flat of ground cover in place | @ | \$_____ | ea |
| 8. | Planter bed decomposed granite | @ | \$_____/cu. yd | |
| 9. | Playground wood chips in place | @ | \$_____/cu. yd | |

PROPOSER: _____
(Company Name)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL (CONTINUED)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- B. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: **General Terms & Conditions – Protection of Property. Specific Terms & Conditions – Tree Maintenance; Turfgrass Maintenance; and Extra Work.**

TIME & MATERIAL PRICES

- | | | |
|--|---|---|
| 1. Extra Work Labor
(Emergency Response Service @ \$25/man hr.) | @ | \$_____ /man hr. |
| 2. Extra Work Supervision
(Emergency Response Service @ \$25/man hr.) | @ | \$_____ /man hr |
| 3. Extra Work Irrigation Technician
(Emergency Response Service @ \$25/man hr.) | @ | \$_____/man hr. |
| 4. Extra Work Materials
See Specific Terms & Conditions-Extra Work. | @ | Cost + 15% |
| 5. Extra Work – Tree Trimming | @ | \$_____/man hr.
Or
\$_____/per tree |

- C. Unit prices for Additions/Deletions To City Park Areas, per **General Terms & Conditions-ADDITIONS/DELETIONS TO CITY PARK AREAS**

1. Additional parkway areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$_____/sq. ft./mo.
2. Additional parkway areas, turf (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$_____/sq. ft./mo.
3. Additional retention basins/open space areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$_____/sq. ft./mo.
4. Additional sport turf areas (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$_____/acre./mo.
5. Remove and replace concrete curb and gutter per City Standard #S-7.
\$_____/lf.
6. Remove and replace concrete sidewalk per City Standard #S-25.
\$_____/sq. ft.

CONTRACTOR'S PROPOSAL

PROPOSER: _____
(Company Name)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL (CONTINUED)

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Contractor's Proposal), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the City of Coachella and _____, and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind to the terms of this affirmation

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S)_____

PRINTED
NAME(S)_____

TITLE(S)_____

COMPANY
NAME_____

DATE_____

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

PROPOSAL SURETY AFFIRMATION

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for _____, payable to the City of Coachella, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

Telephone Number of Proposer (____) _____

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business
Address _____

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

Proposal Surety Affirmation (cont.)

Incorporated Under Laws of the State of _____

State License Number and Classification _____

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
_____, as
principals, and _____,
a duly authorized corporate surety: Business Address _____

Phone (____) _____, are held and firmly bound unto the City of Coachella, as
Surety, in the sum of _____ Dollars, (\$_____),

for payment of which sum well and truly to be made, we bind ourselves, and each of
our heirs, successors, executors, administrators and assignees, jointly, and
severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is)
(are) about to hand in and submit to the City Council of the City of Coachella, a
proposal for **LANDSCAPE MAINTENANCE SERVICES FOR BAGDOUMA PARK**,
for the performance of the work therein mentioned, in compliance with the
specifications therefore, under an invitation of said City Council contained in the
Notice Inviting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be
accepted, and said work be awarded to said principal thereupon by said City
Council, and if the said principal shall fail or neglect to enter into a Contract therefore
within the required time, then in that case the undersigned obligers will pay to the
City of Coachella the full sum of _____ Dollars,
(\$_____), as liquidated damages for such failure and neglect.

WITNESS our hands this ____ day of _____, 20__.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR'S PROPOSAL

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name:_____ Name:_____

Address:_____ Address:_____

Tel. No.:_____ Tel. No.:_____

By:_____ By:_____

Attorney-in-Fact

NOTE: This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

Please include the following information:

Company Name

Local Office

Address:

Phone: ()

Emergency Contact Person

Name:

Phone: ()

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

LANDSCAPE MAINTENANCE SERVICES FOR: Bagdouma Park

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

_____ being first duly sworn, deposes and says: that
he is _____ of _____
(insert "Sole OWNER", "Partner", or other proper title) (insert name of bidder or other proper title)
who submits herewith to the City of Coachella, a Proposal;

That all statements of fact in such Proposal are true; That such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association or corporation; That such Proposal is genuine and not collusive or sham; That such proposer has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Coachella, or of any other proposer of anyone else interested in the proposed contracts; and further,

That prior to the public opening and reading of Proposal, said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal.
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham Proposal, or that anyone should refrain from proposing or withdraw their Proposal.
- (c) Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this Proposal price, or that of anyone else.
- (d) Did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Coachella or to any person or persons who have a partnership or other financial interest with said proposer in his business.
- (e) That no councilperson, officer, agent or employee of the City of Coachella is personally interested, directly or indirectly, in this contract, or the compensation, oral or in writing, of the City Council its officers, agents or

CONTRACTOR'S PROPOSAL

employees, has induced them to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for said
County and State Title:

By: _____

Title: _____

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

**CERTIFICATION OF NON-DISCRIMINATION BY
CONTRACTOR**

**LANDSCAPE MAINTENANCE SERVICES FOR:
Bagdouma Park**

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED
NAME _____

TITLE _____

COMPANY
NAME _____

DATE _____

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL

LIST OF SUBCONTRACTORS

LANDSCAPE MAINTENANCE SERVICES FOR: Bagdouma Park

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned proffer herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and
Classification No.

Place of Business
and Telephone

Description
of Work

GENERAL TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS

AWARD AND EXECUTION OF CONTRACT-AGREEMENT

- A. **CONTRACT REQUIREMENT:** The proposer to whom the award is made shall execute a written agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in proposer's proposal. The agreement shall be made in the form adopted by the City, and these General Terms & Conditions shall be incorporated therein by reference.
- B. **FAILURE TO ACCEPT CONTRACT:** If the proposer to whom the award is made fails to enter into the contract, the award will be annulled, and an award may be made to the next lowest responsible proposer, and that proposer shall fulfill every stipulation as if it were the party to whom the first award was made.
- C. **LABOR ACTIONS:** In the event that the selected proposer is experiencing a labor action at the time of the award of the contract (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible proposer and to accept the next acceptable low proposal from a proposing firm that is not experiencing a labor action, and to declare it to be the lowest responsible proposer.
- D. **BUSINESS TAX:** The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business or trade is conducted within the City. City will obtain verification that the proposer has a valid City of Coachella Business Tax Receipt prior to the execution of the contract.

INSURANCE

A Certificate (or Certificates) of Insurance naming the City as additionally insured must be provided to and accepted by the City prior to the execution of the agreement. All of such insurance shall be primary insurance and shall name the City of Coachella (City), the Coachella Fire Protection District (CFPD), the Coachella Sanitary District (CSD), and the Coachella Water Authority (CWA), their officers, agents and employees as additional insureds by an endorsement to the policy. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to the policy limits. There will be no cross-liability exclusion. All policies shall have concurrent starting and ending.

Contractor shall not commence any work under this agreement prior to submittal and acceptance of the stipulated proofs of insurance. Any deductibles or self-insured retentions must be declared to the City and approved by the Risk Manager prior to the commencement of work.

Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are hereby incorporated into, and made a part of this Agreement. All insurance coverage and limits provided pursuant to this Agreement shall apply to the

GENERAL TERMS & CONDITIONS

full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.

Contractor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to persons or property resulting from the Contractor's activities, the activities of its Contractor or the activities of any person or persons for which Contractor is otherwise responsible.

- A. **WORKERS' COMPENSATION COVERAGE:** During the life of the contract, the Contractor shall procure and maintain at Contractor's sole expense, workers' compensation insurance statutory benefits as required by the State of California for all his or her employees engaged on or at the site of the landscaped areas covered under the contract, and which shall indemnify, insure and provide legal defense for both the Contractor, the City, CFPD, CSD, and CWA and their officers, volunteers, employees and agents against any loss, claim, or damage rising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the agreement herein. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, CFPD, CSD, and CWA, their officers, volunteers, employees and agents.
- B. **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE:** During the entire term of this agreement Contractor agrees to procure and maintain public liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death there from, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the City or CFPD, CSD, or CWA, or Contractor, or its subcontractors, or any person acting for the City or CFPD, CSD, or CWA, or Contractor, or its subcontractors, or under Contractor's control or direction. Such public liability and property damage insurance shall also provide for and protect the City and CFPD, CSD, and CWA against incurring any legal cost in defending claims for alleged loss. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.
- C. **BUSINESS AUTOMOBILE INSURANCE:** The Contractor and its subcontractors, at their sole expense, shall carry business auto liability and property insurance covering any owned and rented vehicles of Contractor or subcontractor, with limits of liability equal to those required for public liability/property damage insurance.
- D. **SUBROGATION:** All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's

GENERAL TERMS & CONDITIONS

employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

- E. **SUBCONTRACTOR INSURANCE:** In case any of the work is sublet, the Contractor shall include subcontractors as insured under its policies or shall furnish separate certificates and endorsements from each subcontractor for the types of insurance listed above and subject to the contract requirements as stated herein and in the agreement. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City, CFPD, CSD, or CWA the cost of insurance required by this Agreement. Contractor agrees that all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City or its employees.

F. **INSURANCE CERTIFICATE REQUIREMENTS:**

1. Primary public liability/property damage insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88.
2. Primary business automobile insurance shall be written on ISO Business Auto Coverage form CA 00010692 including symbol 1 (ANY AUTO).
3. The "City of Coachella, the Coachella Fire Protection District, the Coachella Sanitary District, and the Coachella Water Authority, their officers, employees, volunteers and agents" are to be covered as additionally insured using ISO additional insured endorsement form CG 20 10 11 85 (in no event will the City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or CFPD, CSD, or CWA or any officer, volunteer, agent or employee of the City, or CFPD, CSD, or CWA. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.
4. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
5. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
6. The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be provided on standard ISO forms noted above. All

GENERAL TERMS & CONDITIONS

endorsements are to be received and approved by the Risk Manager prior to the commencement of work.

7. Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy the City or any additional insured, in this or any other regard.
- G. **NOTICE OF CLAIM OR LOSS:** Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability of by such notice, but has the right, but not the duty, to monitor the handling of any such claim or claims if they are likely to involve City.
- H. **NON-COMPLIANCE OR CANCELLATION:** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and Contractor will promptly reimburse any premium paid by the City.
- I. **PRECEDENCE:** This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

INDEMNIFICATION / HOLD HARMLESS

The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City, its elected officials, officers, employees, volunteers and agents. Therefore, the Contractor and City agree that the Contractor shall defend, indemnify, and hold harmless the City of Coachella (City), the Coachella Fire Protection District (CFPD), the Coachella Sanitary District (CSD), and the Coachella Water Authority (CWA), their elected officials, officers, employees, volunteers and agents from:

- A. Any and all liability claims, whether actual, alleged, or threatened, including but not limited to those arising from or in connection with the negligent performance of, or failure to perform, the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of the Contractor, or Contractor's agents or employees, or;
- B. Suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, including but not limited to actual attorney fees incurred by the City or CFPD, CSD, or CWA, court costs, interest, defense costs, expert witness fees, investigation expenses, or;
- C. Damages or injuries to any person, including but not limited to Contractor's agents or employees, or to any firm, entity, corporation, political subdivision, or other organization, or;
- D. Any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, or arising out of or in

GENERAL TERMS & CONDITIONS

any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement, whether or not there is concurrent or active negligence on the part of the City, CFPD, CSD, or CWA, their elected officials, officers, employees, volunteers and agents, and;

- E. The Contractor will promptly pay any judgment rendered against the Contractor or the City or CFPD, CSD, or CWA covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with the provision of the Work, operations, or activities of the Contractor, or Contractor's agents or employees hereunder and the Contractor agrees to save and hold the City, the CFPD, CSD, and CWA, their elected officials, officers, employees, volunteers and agents, harmless therefrom, and;
- F. All obligations under this provision are to be paid by the Contractor as the City or CFPD, CSD, or CWA.

Without affecting the rights of the City under any provision of this agreement or this section, the Contractor shall not be required to indemnify and hold harmless the City or CFPD, CSD, or CWA as set forth above for liability attributable to the sole fault, negligence, or willful misconduct of the City or CFPD, CSD, or CWA, their elected officials, officers, employees, volunteers and agents, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

SAFETY

Contractor shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

- A. Contractor shall execute and perform the work under this Agreement so as to avoid injury or damage to any person or property. Any and/or all acts or omissions of the Contractor, Contractor's employees, or any person/entity acting under Contractor's direction and control resulting in a failure to adequately protect public health and safety shall result in a **\$200 Performance Deficiency Deduction** per occurrence.
- B. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including but not limited to:
 - 1. Federal Occupational Safety and Health Act (OSHA), and;
 - 2. California Occupational Safety and Health Act (Cal OSHA), and;
 - 3. California Division of Industrial Safety Orders (CDIS), and;
 - 4. California Department of Food and Agriculture (CDFA) Laws and Regulations, and;
 - 5. California Department of Pesticide Regulation (CDPR) Laws and Regulations, and;

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6. Any other applicable governmental law or risk management standards of the City.

Any delays in project completion, fines, legal fees, consulting costs or other losses stemming from actions brought by any of the above referenced regulatory entities against the contractor for work performed under this agreement are the sole responsibility of the Contractor.

- C. **SAFETY PROGRAM:** Upon request by the City, the Contractor shall furnish the City with a copy of their California OSHA required Injury and Illness Prevention Plan, or written description of their exemption, before proceeding with any work under this agreement.
- D. **CONTROLLING EMPLOYER:** The Contractor shall acknowledge that for the purposes of maintaining compliance with all California OSHA regulations and Standards they are the “controlling employer” for all their work sites.
- E. **TRAFFIC CONTROL:** The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public pedestrian and vehicular traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as the Parks, Recreation & Building Superintendent, or any duly constituted public safety official may deem necessary. The Contractor shall cooperate with local authorities relative to handling pedestrian and vehicular traffic through the Contractor's work area and shall make his or her own arrangements relative to keeping the work area clear of vehicles.
 1. If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of delineators, markers, barricades, or warning/advisory signs regarding the presence of workers near a roadway), the City may immediately suspend all Work until Contractor has met all safety requirements.
 2. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the “Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement,” or the “Work Area Traffic Control Handbook.”
 3. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.
- F. **SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.
 1. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type

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recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 10:00 p.m.

2. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

G. VEHICLES AND CONSTRUCTION/MAINTENANCE EQUIPMENT: The Contractor shall take all necessary precautions for safe operation of his or her equipment and the protection of the public from injury and damage from such equipment. Contractor vehicles on the job site must be equipped with flashing yellow beacons of the type approved by the City, must display the company name, present a neat, clean, professional appearance, and must be in good working condition.

PROTECTION OF PROPERTY

A. EXISTING FACILITIES AND STRUCTURES: The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

B. INCLEMENT WEATHER: During periods of storms or high winds, the Contractor shall:

1. Adjust Contractor's work force to accomplish those activities that are not affected by the weather. Safety of the work force and damage to the designated landscape areas shall be the prime factors in assignment of this work. Failure to adjust the work force to show good progress on the work shall result in a reduction of payments to reflect only the work actually performed.
2. Provide supervisory inspection of all designated landscape areas during regular hours to prevent or minimize possible damage from inclement weather.
3. Submit a report identifying any storm or high wind damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace.

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4. Perform any remedial work required beyond the scope of this contract, to be paid for as Extra Work.
 5. Remove landscape debris and general trash accumulated by high winds or other non-typical environmental conditions. Contractor shall modify the work schedule to complete all the required work within Forty-Eight (48) hours of inclement weather.
- C. **CONTRACTOR NEGLIGENCE:** Any damage to the City's property that is determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Dead or missing plants attributable to Contractor's improper care or neglect shall be corrected by Contractor at no additional cost to the City.

CITY/CONTRACTOR LIAISON & COMMUNICATIONS

- A. **CITY REPRESENTATIVE:** The City's primary representative for the purposes of this Agreement shall be the Public Works Director or his/her designee.

1. Mailing Address:

- a. Public Works Department
- b. City of Coachella
- c. Attn: Maritza Martinez
- d. 53462 Enterprise Way
- e. Coachella, CA 92236

2. Office Phone: (760) 501-8111

3. E-mail: mmartinez@coachella.org

- B. **CONTRACTOR'S REPRESENTATIVE:** The Contractor shall designate and assign a project manager (hereinafter the "Project Manager"), who shall coordinate all phases of the Work on the Contractor's behalf. The Project Manager shall be available to the City at all reasonable times. The Contractor designates _____ to be its Project Manager.
- C. **CITY/CONTRACTOR MEETINGS:** The Parks, Recreation & Building Superintendent and/or City representative, and the Contractor's representative will meet on a regular basis, at intervals no greater than 30 calendar days. The purpose of this meeting will be to discuss specific project problems. More frequent contact and/or additional meetings may be required between the Parks, Recreation & Building Superintendent and the Project Manager in order to review the execution of special tasks or required work. See also **SPECIFIC TERMS AND CONDITIONS** (Contract-Agreement Exhibit "A") – **Contractor's Work Schedule**.
- D. **LOCAL OFFICE:** The Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and authorized to discuss matters pertaining to this contract with the City. A

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local office is one that can be reached by telephone without it being a toll call. An answering service or mobile telephone shall not fulfill the requirement for a local office.

- E. **COMMUNICATION DEVICE:** The Contractor's field supervisor, crew chief and irrigators, shall be furnished with a cellular telephone with a two way radio capacity that is compatible to the City's current mobile system. This system must provide field communication directly with the City's personnel.
- F. **WORK SCHEDULES:** The Contractor shall submit a schedule describing Contractor's maintenance operations for review and approval by the City Representative following issuance of a Notice To Proceed. For details, see **SPECIFIC TERMS AND CONDITIONS** (Contract-Agreement Exhibit "A") – **Contractor's Work Schedule.**
- G. **EMERGENCY NUMBERS AND CALLOUTS:** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
 - 1. In the event that emergency work is required, the Contractor shall notify the Parks, Recreation & Building Superintendent by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed. Answering service is not acceptable for emergency calls after working hours or on weekends.
 - 2. In situations involving emergency work after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. Contractor's vehicle shall carry sufficient equipment to safely control traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.
 - 3. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for Twenty-Four (24) hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change. Failure to provide the City with current emergency information within the Twelve (12) hour period shall result in a Two Hundred Dollar **(\$200) PERFORMANCE DEFICIENCY DEDUCTION** per occurrence.

GENERAL TERMS & CONDITIONS

4. Emergency response defined:
 - By City's Representative
 - By prior agreement
 - Public health/safety matters*

*Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

PERSONNEL

- A. The Work shall be performed by Contractor or under Contractor's supervision. The Contractor represents that Contractor possesses the personnel required to perform the Work, and shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.
- B. The personnel performing the Work on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control.
- C. The Contractor shall pay all personnel expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies and all other amounts due such personnel or due others as a result of the performance by such personnel of the Work.

Personnel - Special Requirements

- A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- B. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- C. All irrigation personnel shall be capable of verbal and written communication in a professional level of English.

DRESS CODE AND APPEARANCE – CONTRACTOR IDENTIFICATION

- A. Contractor's personnel shall present a neat and clean appearance at all times.
- B. All Contractors' personnel shall be required at all times to wear shirts,

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- trousers, and footwear appropriate for work tasks being performed.
- C. Short pants may be substituted for trousers during the summer months, if they provide adequate protection for work tasks being performed.
 - D. A reflective, high visibility “safety” jacket shall be furnished to Contractor’s personnel during cool weather.
 - E. Uniform shirts shall bear the company name and the employee’s name.
 - F. Safety vests bearing company name are not considered as part of the uniform, but shall be required in compliance with this contract document.
 - G. Failure of an employee to wear a uniform or safety vest shall result in a **\$200 PERFORMANCE DEFICIENCY DEDUCTION** per employee, per occurrence.
 - H. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

PAYMENT TERMS

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily under this contract. The City’s payment terms are thirty (30) days from the receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30). See also **CONTRACT-AGREEMENT**.

PREVAILING WAGES

In accordance with the provisions of Section 1720 et seq and Section 1770 et seq of the Labor Code of the State of California, the payment of prevailing wages, as determined by the Department of Industrial Relations, is required for all work performed by Contractor under this Contract-Agreement. See also – **NOTICE INVITING PROPOSALS**, and **CONTRACT-AGREEMENT**.

CONTRACTOR’S PAYROLL RECORDS

The Contractor and any subcontractor thereunder, shall keep complete and accurate payroll records for all Contractor/subcontractor personnel performing work under this Contract-Agreement, and shall make available to the City upon its request certified payroll records for said personnel, as required by Section 1776 of the Labor Code of the State of California.

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CONTRACTOR'S BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

PERFORMANCE DEFICIENCIES AND REDUCTIONS IN PAYMENT

The City of Coachella has set up very specific criteria with which to evaluate the performance of the Contractor on a weekly basis.

- A. If performance by the Contractor is deficient, the City reserves the right to subtract a cost from the monthly billing.
- B. Since it is difficult to quantify and assess a value to every aspect of the work, the City shall implement a standard \$200 cost per day, or \$200 per day per acre not maintenance as per established schedule, or \$200 per occurrence, as noted in the GENERAL and SPECIFIC TERMS & CONDITIONS.
- C. These actions shall not be construed as a penalty, but as an adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection or other related costs arising from the Contractor's failure to complete the work according to specifications and/or schedules.

The following list of deficiencies is not exhaustive. The Contractor is responsible for familiarizing himself/herself and his/her employees and subcontractors (if any) with Performance Deficiency items as set forth with more particularity throughout the Agreement's GENERAL and SPECIFIC TERMS & CONDITIONS.

- D. Lack of compliance to specifications, including but not limited to:
 - 1. Failure to adhere to FREQUENCY SCHEDULE. Variances may be approved by request. Delays due to inclement weather will be considered.
 - 2. Failure to provide submit proposed schedule changes.
 - 3. Failure to provide changes in Contractor's staff contact person.
 - 4. Failure to submit monthly schedules and reports.
 - 5. Failure to adjust workforce and schedules due to inclement weather.
 - 6. Failure to protect public health & safety.
 - 7. Failure of Contractor's personnel to wear uniforms and appropriate safety gear.
 - 8. Failure to re-stake trees.

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9. Failure to rake decomposed granite planters and pathways.
 10. Failure to mow, edge, & trim turfgrass areas.
 11. Failure to remove weeds.
 12. Failure to remove debris, trash, and litter.
 13. Failure to separate trash & greenwaste.
 14. Failure to adhere to City's NPDES BMP's.
- E. Recurrent levies of Deficient performance payment reductions may be considered and Event of Default. See also - **CONTRACT-AGREEMENT**, and **GENERAL TERMS & CONDITIONS** below.
- F. The City reserves the right to add, remove, change, revise, or otherwise modify and/or amend the Performance Deficiency Deductions and Reductions in Payment as set forth in the General and Specific Terms & Conditions of this Agreement.

ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The Contractor agrees that as additional landscaped areas are added to the contract, the Contractor shall maintain such additional landscaped areas in accordance with the terms of this Agreement at the rates specified in the **CONTRACTOR'S PROPOSAL** (Contract Agreement Exhibit "C"), and incorporated herein by this reference.

ADDITIONS/DELETIONS TO MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General and Specific Terms & Conditions described in Exhibits "A" and "C" of the Contract-Agreement. Any changes in the specification that cause the Contractor to suffer additional expenses may be negotiated upon written justification.

CONTRACT TERM

The term of the contract shall be for a period of twenty-four (24) months commencing on the date the notice to proceed is issued. The City has the option of extending the contract for an additional one year term after this date, based on the performance of the Contractor and as described in the Instruction to Proposers.

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DEFAULT

In case of default by the Contractor, the City of Coachella may procure the articles or service from other sources and may deduct from unpaid balance due to Contractor, or may bill for excess costs so paid, and prices paid by the City of Coachella shall be considered the prevailing market prices paid at the time such purchase of articles or services is made. Failure to comply with any of the terms and/or conditions of this contract may constitute an Event of Default by the Contractor.

In case of default by the Contractor, the City of Coachella may procure the articles or service from other sources and may deduct from unpaid balance due to Contractor, or may bill for excess costs so paid, and prices paid by the City of Coachella shall be considered the prevailing market prices paid at the time such purchase of articles or services is made.

Events of Default

The City will communicate its concerns relative to the Contractor's adherence to Contract stipulations or satisfactory performance of the Contract's Scope of Work in a timely fashion.

The communication of concerns shall progress as follows:

- Verbal communication with Contractor's staff at casual in-field meetings
- Verbal communication with Contractor's staff during the Monthly Walk-Through
- Written communication (punch list) given to Contractor's staff during the monthly Walk-Through
- Verbal and written communication given at a meeting held with Contractor's staff specifically to discuss City's concerns

All of the above methods of communication shall constitute effective Constructive Notice to the Contractor of the City's concerns.

Should the above progressive communication of concerns fail to bring Contractor's performance up to contract standard, the City may elect to declare that an Event of Default has occurred.

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Events of Default include, but are not limited to:

A. Failure to adhere to any of the material terms, covenants, agreements, or conditions of the Contract, such as:

1. Failure to provide and/or maintain insurance policies required by contract terms
2. Failure to furnish and maintain contract Surety Bonds
3. Failure to obtain/maintain licenses, permits, registrations required by contract terms
4. Failure to pay prevailing wages
5. Failure to maintain accurate payroll records
6. Failure to provide adequate means of receiving and responding to City communications
7. Failure to provide adequate Work Area Safety, including but not limited to Work Area Traffic Control
8. Failure to provide NPDES Permit training for employees (including Subcontractor's employees, if any)

B. Unsatisfactory or deficient performance of the Work:

1. See **GENERAL TERMS & CONDITIONS – Performance Deficiencies and Reductions in Payment**, above.

See also – **CONTRACT-AGREEMENT**,

If the City determines that an Event of Default has occurred, it shall give written notice to the Contractor. Said notice shall include:

- A description of the defaulting act(s) or omission(s);
- The defaulted portion(s) of the contract;
- A stipulated time for cure/correction of Event of Default, if applicable;
- The effective date of contract termination, if applicable

A FAX transmittal or email of said notice sent to the attention of the Contractor's Project Manager shall constitute effective Constructive Notice. **In the event of Contract Termination, the decision of the Public Works Director shall be final.**

SPECIFIC TERMS & CONDITIONS

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SCOPE OF WORK

These Specific Terms and Conditions (hereinafter referred to as “specifications”) establish the City of Coachella’s standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit “A”.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of Bagdouma Park work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean (with the exception of park sports fields).
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vi. Maintain all work sites in a safe, attractive and usable condition.
 - vii. Level playground surfaces.
 - viii. Empty trash cans and remove litter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors’ meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

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- xiii. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xiv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated

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hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR'S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

		Bi Daily	Weekly	Weekly	Monthly	Quarterly	Annually
Mowing and Edging		X					
Litter Removal	x						
Weed Control			x				
Minor Tree Pruning				x			
Ground Cover Edge/Trim			x				
Shrub Trimming			x				
Playground Chip Leveling				x			
DG Raking			x				
Trail Maintenance			x				
Overseeding (triple blend)							2x
Fertilization Application					X		
Herbicide Application							
Pest Control				x			
Hardscape Surfaces		X					

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

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At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 - 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 - 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 - 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 - 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 - 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 - 3. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk

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through meeting may result in a **\$200 Performance Deficiency Deduction** per occurrence.

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMAGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and

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throughout the term of this contract due to neglect, lack of maintenance or improper care.

- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. **NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.
- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not

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- include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
 - I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

- A. Pruning
 - 1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
 - 2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
 - 3. Pruning shall be done with sharp pruning tools and no weed eaters.
 - 4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
 - 5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 - 6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - 7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - 8. Care shall be taken to prevent soil build-up around the crown of shrubs.
 - 9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 - 10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
 - 11. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography.
- B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.
- C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's

SPECIFIC TERMS & CONDITIONS

representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE **FERTILIZER APPLICATIONS** Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 ½) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
 - a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
 - b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a \$200 **Performance Deficiency Deduction** per acre, per occurrence.
 - c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

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- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a \$200 **Performance Deficiency Deduction** per field/site, per occurrence.
 - b. Edging of turf grass shall be performed with a power edger containing a steel blade.
 - c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
 - d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
 - e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
 - f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
 - g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
 - h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
 - i. See **FERTILIZER APPLICATIONS** Section below.
3. Overseeding:
- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Coordinate with City representative; City to provide seed.

GROUND COVER MAINTENANCE

- A. General
1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
 2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
 3. Prevent soil compaction by cultivating regularly all ground cover areas.
 4. Remove debris that accumulates on ground fixed lighting fixtures.
 5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section

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below.

6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis by spraying and using hula hoses – shovels shall not be utilized for this purpose or equipment that can similarly damage the existing irrigation lines.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a \$200 **Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.
- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

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PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid

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contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative.
Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.
 - 1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or

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company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.

3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
 1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.

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- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.
- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

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LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at Bagdouma Park.
 - a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, bleachers, snack bars, ball fields, soccer fields, football fields, tot lots, volleyball courts, basketball courts and pool facilities. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited in dumpsters located at the park sites. With park sites that have no dumpsters, trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

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1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.-*Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management**, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

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SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Park Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

PLAYGROUND SURFACE LEVELING

- A. The Contractor is responsible for maintaining the playground surfaces (wood chips) at the parks within the contracted area.
- B. The Contractor is required to rake level, the woodchips under the swing, ADA entry areas, slide and fall zone areas around the play equipment to eliminate and depressions in the surface cause by use.
- C. The Contractor shall provide a schedule showing the day each playground will be serviced.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of

SPECIFIC TERMS & CONDITIONS

Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be preformed.
 - D. Extra work may include, but is not limited to, the following:
 - a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - E. Repairs due to vandalism

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F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

Extra work must be approved by the City Representative in writing.

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God, "i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

[***MODEL - REMOVE THIS TITLE WHEN USED***]

CITY OF COACHELLA MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, (hereinafter referred to as "City") and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the [***INSERT NAME OF PROJECT***] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

CONTRACT AGREEMENT

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will

CONTRACT AGREEMENT

determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner,

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consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of *****INSERT WRITTEN DOLLAR AMOUNT*** Dollars (\$***INSERT NUMERICAL DOLLAR AMOUNT***) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per accident for bodily injury or disease.

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3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

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supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which 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 execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

CITY:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: [***INSERT NAME & DEPARTMENT***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void,

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and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

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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. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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CITY OF COACHELLA

[INSERT NAME OF
CONTRACTOR**]**

By: _____
[**INSERT NAME**]
[**INSERT TITLE**]

By: _____
[**INSERT NAME**]
[**INSERT TITLE**]

Attest:

City Clerk

[**INSERT TITLE**]

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EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

[INSERT SCHEDULE**]**

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EXHIBIT "C" COMPENSATION

[**INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**]

[**INSERT CITY'S REQUIREMENT OF PERFORMANCE/PAYMENT BOND, IF APPLICABLE**]

BOND NO.:

MATERIALS AND LABOR BOND
PROJECT NO. _____

MAINTENANCE OF LANDSCAPE FOR BAGDOUMA PARK

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ Principal,
and _____, as Surety, as held firmly bound unto the
City _____ Coachella, in the just and full amount of

_____ dollars

(\$ _____) (amount in words and figures), for the payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this ____ day of _____, 20____.

The condition of the foregoing obligation is such that,

WHEREAS, the above-named Principal is about to enter into a Contract with the City of Coachella whereby said principal agrees to maintain the Landscaping and Irrigation at PROJECT NO. _____ provided in said Contract, which said Contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said Principal or any subcontractor of said Principal shall fail to pay for any materials, provisions, provider of other supplies, or teams used in, upon, for or about the performance of said work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same in an amount not exceeding the sum hereinabove specified, and in case suit is brought hereon, a reasonable attorney's fee to be fixed by the Court, otherwise this bond shall be void and of no effect;

PROVIDED, that no amendment, change, extension of time, alteration, or addition to said Contract or Agreement, or of any feature or item or items or performance

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required therein or thereunder shall in any manner effect the obligation of the undersigned on or under this bond; and the surety does hereby waive notice of such amendment, limitation of time for bringing action on this bond by the City change, extension of time, alteration or addition to said Contract or Agreement, and of any feature or item or items of performance required herein or thereunder.

This bond shall inure to the benefit of any and all persons entitled to file claims under Sections 3181 through 3187 of the Civil Code of the State of California, and shall give right of action to such persons or their assigns in any suit brought upon this bond.

PROJECT NO. _____
MATERIALS AND LABOR BOND

WITNESS our hands this ____ day of _____, 20__.

PRINCIPAL

SURETY

Name:

Name:

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Approved as to form this _____ day of _____, 20__.

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City Attorney

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

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BOND NO.:

FAITHFUL PERFORMANCE BOND
PROJECT NO. _____

LANDSCAPE MAINTENANCE OF:
BAGDOUMA PARK

WHEREAS the City Council of the City of Coachella, State of California, and _____, hereinafter designated as "Principal," have entered into an Agreement whereby Principal agrees to maintain certain designated public improvements, which said Agreement, dated _____, 20____, and identified as PROJECT NO. _____ is hereby referred to, and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement,

NOW, _____ THEREFORE, we, _____ the Principal, and _____ as Surety, are held and firmly bound unto the City Coachella, County of Riverside, in the penal sum of _____ dollars (\$_____) (words and figures) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above-bounded Principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement, and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City Coachella, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Coachella in successfully enforcing such obligation, all to be taxed as costs, and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the specifications.

CONTRACT AGREEMENT

PROJECT NO. _____
FAITHFUL PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on _____, 20____.

PRINCIPAL

SURETY

Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

Approved as to form this _____ day of _____, 20_____.

City Attorney

(MUST BE ACKNOWLEDGED BEFORE A NOTARY BY BOTH PRINCIPAL AND SURETY)

PARK AREA MAPS – BAGDOUMA PARK

PARK ADDRESS: 84-599 Avenue 52, Coachella, CA 92238; 40 acres

