



City of Coachella Engineering

Landscape and Lighting Maintenance District (LLMD) Landscape Maintenance Services Districts 1 through 38 Request for Proposal (RFP)

Due: Tuesday, August 12, 2014 by 2:00 p.m.

**Location: City of Coachella
City Clerk's Office
1515 Sixth Street
Coachella, CA 92236**

Contract Documents and Specifications

City of Coachella
Engineering Department
1515 Sixth Street
Coachella, CA 92236
760-398-5744

TABLE OF CONTENTS

TABLE OF CONTENTS

CONTRACTOR INFORMATION ▪ (Proposal PART I)	12
CONTRACTOR'S PROPOSAL ▪ (Proposal PART II)	26
AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR	40
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTOR	42
LIST OF SUBCONTRACTORS	43
GENERAL TERMS & CONDITIONS	44
AWARD AND EXECUTION OF CONTRACT-AGREEMENT	44
INSURANCE	44
INDEMNIFICATION / HOLD HARMLESS	47
SAFETY	48
PROTECTION OF PROPERTY	50
CITY/CONTRACTOR LIAISON & COMMUNICATIONS	51
PERSONNEL	53
Personnel - Special Requirements	53
DRESS CODE AND APPEARANCE – CONTRACTOR IDENTIFICATION	54
PAYMENT TERMS	54
PREVAILING WAGES	54
CONTRACTOR'S PAYROLL RECORDS	54
CONTRACTOR'S BONDS	55
PERFORMANCE DEFICIENCIES AND REDUCTIONS IN PAYMENT	55
ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS	56
ADDITIONS/DELETIONS TO MAINTENANCE SPECIFICATIONS	56
CONTRACT TERM	56
DEFAULT	57
Events of Default	57
SPECIFIC TERMS & CONDITIONS	59
SCOPE OF WORK	59
CONTRACTOR'S LICENSE REQUIREMENTS	60
MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS	60
CONTRACTOR'S WORK SCHEDULES	61
Monthly Walk-Through and Reports	61
SAFETY	62
PLANT MAINTENANCE	62
TREE MAINTENANCE	63
SHRUB MAINTENANCE	64
VINE MAINTENANCE	65
GROUND COVER MAINTENANCE	65
TURFGRASS MAINTENANCE	66
WEED CONTROL	68
PEST CONTROL	68
Herbicides	71
Insecticides/Fungicides	72

TABLE OF CONTENTS

FERTILIZER APPLICATIONS.....	72
LITTER CONTROL / DEBRIS REMOVAL.....	72
SIDEWALK / HARDSCAPE AREA CLEANING.....	74
DRAINAGE FACILITIES	74
GREEN WASTE.....	75
IRRIGATION MAINTENANCE	75
Water Management	77
EXTRA WORK	78
GUARANTEE AND / OR REPLACEMENT POLICY	79
CONTRACT AGREEMENT	80
LANDSCAPE DISTRICT AREA MAPS.....	116
PROJECT SCHEDULE & REPORT FORMS	154

NOTICE INVITING PROPOSALS

LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICTS 1 THROUGH 38

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 City Clerk's Office up to the hour of **2:00 p.m., Tuesday the 12th day of August, 2014.**

Proposers are invited to submit a response to the Request For Proposal for landscape maintenance services within the Landscape and Lighting Maintenance District (LLMD) Areas 1 through 38 under the direction of the City of Coachella's Engineering Department through June 30, 2015, with the possibility of contract extensions for up to (2) two additional (1) year contract extensions.

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.

Work will commence on October 1, 2014 with a notice to proceed.

RECEIPT OF PROPOSAL:

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 LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICT 1 THROUGH 38 – DO NOT OPEN WITH REGULAR MAIL**". Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 1515 Sixth Street, Coachella CA 92236. **SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00PM ON TUESDAY AUGUST 12, 2014.**

OBTAINING CONTRACT DOCUMENTS:

You may obtain copies of said Maintenance Specifications; online from the City's website, from the City of Coachella's Engineering Department at 1515 Sixth Street, Coachella CA 92236, upon payment of a Twenty-Five dollar (\$25.00) nonrefundable fee, or mailed by contacting the City's Engineering Department at 760-398-5744, a ten dollar (\$10.00) mailing/handling charge will apply in addition to the twenty-five dollar (\$25.00) document fee (\$35.00 total if mailed) prior to having documents mailed.

MANDATORY PRE-BID MEETING:

Mandatory Pre-Bid meeting will be held at the City of Coachella's Council Chambers at 8:00 a.m. on Wednesday, July 16, 2014. COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. Late arrivals will be denied entrance to this meeting.

RFP QUESTIONS:

All Requests for Information (RFI) questions must be emailed and received by the City no later than **2:00 p.m. on Monday July 28, 2014.** RFI for clarifications questions and comments must be clearly labeled, "RFI" and emailed to **Lynn Germain, Lgermain@coachella.org , City of Coachella, and Engineering Department.** The City is not responsible for failure to respond to a request that has not been labeled as such. Questions will be answered via email by Thursday, July 31, 2014, to all Proposers whom attended the Mandatory Pre-Bid Meeting. 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.

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety 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.

WAGE RATES:

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. 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 West Fourth Street, Room 348, San Bernardino, CA 9240, telephone 909-383-4334, website: www.dir.ca.gov/DLSE .

STATE LICENSE:

At the time of proposal submittal, the prime contractor shall possess a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

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. **The LLMD Landscape Maintenance Services Proposal is based on and will be awarded by qualifications; it will not be awarded solely on low bidder.**

Questions pertaining to the technical aspects of the contract should be directed to **Lynn Germain at (760) 398-5744.**

RFP SUBMITTAL “CHECK-OFF” LIST
LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICT 1 THROUGH 38

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelope for the RFP to be considered responsive:

☐ **INCLUDE THIS COMPLETED SIGNED “CHECK-OFF” LIST WITH SCHEDULE I**

Company Name (Please Print)

Authorized Name

Company Address (Please Print)

Authorized Signature

Company Phone Number

E-Mail Address

SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE)

SCHEDULE I – CONTRACTOR INFORMATION (Form filled out in its entirety) along with the following:

- ☐ COMPANY INFORMATION
- ☐ REFERENCES
- ☐ PROPOSED PROJECT WORK SCHEDULES
 - ☐ Monthly schedule sheets
 - ☐ Annual schedule sheets
- ☐ PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- ☐ FREQUENCY OF SERVICE (signed acknowledging min. frequencies per service level)
- ☐ STAFF
- ☐ COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS

SCHEDULE II – BID SCHEDULE (Filled out, signed and dated) along with the following:

- ☐ PRICE FOR SERVICE SCHEDULE (signed and dated)
- ☐ ADDITIONAL WORK PRICE LIST (signed and dated)
- ☐ CONTRACT PROPOSAL AFFIRMATION (completed, signed, & corporate seal, if incorporated)
- ☐ PROPOSAL SURETY AFFIRMATION
- ☐ PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK
- A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL (S)**
- ☐ NON-COLLUSION AFFIDAVIT (signed and notarized)
- ☐ CERTIFICATION OF NON-DISCRIMINATION
- ☐ LIST OF DESIGNATED SUBCONTRACTORS

INSTRUCTION TO PROPOSERS

1. **General.** Proposals under these specifications shall be submitted on form of **Contractor's Proposal**, which is included in the Contract Documents and must be completely filled in, dated and signed. If provisions are 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:

- PART I - Contractor Information
- PART II - Contractor's Proposal – **all items in this section must be properly completed, executed, and submitted**
- Part II - Proof of Insurance

Proposals must be prepared on the approved proposal forms in conformance with the Instructions to Proposers and submitted in an opaque sealed envelope clearly identifies the proposer and the project marked on the outside **"SEALED PROPOSAL FOR LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICT 1 THROUGH 38 – DO NOT OPEN WITH REGULAR MAIL"**. Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 1515 Sixth Street, Coachella CA 92236. SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00PM ON TUESDAY AUGUST 12, 2014.

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Coachella, City Clerk's Office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City Clerk's Office is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Coachella assumes no responsibility for proposals, which arrive at the City's Office beyond the stated due date and time as stated in the RFP.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposal or quotes will not be accepted.

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.

Interviews may be held, if required, for a detailed discussion of the various elements of their proposal. 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.

No proposer may withdraw his 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 (30) 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 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. 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.

3. 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.

4. Quantities. Quantities shown are but estimates and final payment will be based upon the methods outlined in the Standard Specifications or as modified by the Special Provisions contained herein.

5. 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.

6. 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 email the Addenda 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. Each potential proposer is responsible for determining if there is an Addendum to the RFP Documents.

7. 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 to protect existing surface and sub-surface improvements. No claim for allowances, time or money, will be allowed as to such matters and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

8. 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.

11. Selection Criteria. An original and two (2) copies of the proposal shall be submitted for consideration no later than **2 P.M. ON August 12, 2014**. The proposal shall be submitted in two (2) separate sealed envelopes. The first envelope shall contain the *Contractor Information*. The envelope containing this information should be clearly labeled **"SEALED PROPOSAL FOR LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICT 1 THROUGH 38 – Part I – DO NOT OPEN WITH REGULAR MAIL"**. The second envelope shall contain the *Bid Schedule* (including a properly executed Proposal Surety); *Proof of Insurance*. The envelope should be clearly labeled **"SEALED PROPOSAL FOR LLMD LANDSCAPE MAINTENANCE SERVICES DISTRICT 1 THROUGH 38 – Part II – DO NOT OPEN WITH REGULAR MAIL"**.

STEP 1

ACCEPTANCE OR REJECTION

The **PART I** section is within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. City Staff selected shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining the fact, the City Staff will take into consideration the business integrity, reference, financial resources, facilities and equipment for performing the works, bid amounts, and experience in similar operations of the various proposing companies. **Award of the contract will be based upon the qualifications and bid price NOT the lowest bidder.**

AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the City Staff:

- Pricing
- Proposal's demonstration of ability to provide the described services
- Demonstration of qualifications and certifications in accordance with accepted standards
- Reference responses from other municipalities/public agencies/and other facilities where similar landscaping and irrigation services currently are and/or have been provided
- Proposed monthly and annual project work schedules
- Proposed facilities, equipment, and staffing schedule
- Communications, traffic safety and greenwaste recycling
- Completeness, thoroughness, and neatness of submittal

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.
- 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 City Staff 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 could 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 could be started with the next highest ranked firm. The negotiation process could 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.

12. 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. The award, if made, will be made by the City Staff as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the City Staff is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

13. 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 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.

14. Return of Guarantee. Proposal Guarantees or checks will be returned by mail if the judgment is made not to be considered in making the award. All other proposals guaranties will be

held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned

15. 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.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

16. 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.

17. 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.

18. 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.

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

20. Indemnification & Defense Requirement

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Coachella, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigation and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

21. MANDATORY Pre-Bid Meeting. A mandatory pre-bid meeting will be held on **Wednesday July 16, 2014 at 8 a.m. in the Council Chambers of the Coachella City Hall.** The Pre-Bid Meeting 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.**

CONTRACTOR INFORMATION ▪ (Proposal PART I)

LANDSCAPE MAINTENANCE SERVICES

LLMD 1-38

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

Company Name: _____

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation _____

Street Address: _____

City, State, Zip: _____

Satellite Office (if applicable): _____

Mailing Address: _____

Business Phone: _____

Cell Phone: _____

Email Address: _____

Business License Number: _____

Federal Tax ID Number: _____

Contractor's License Number/Classification/Name Style: _____

Number of Years Operating Under Above License: _____

Number of Years Company has Provided Landscape Services: _____

Number of Years Company has Provided Landscape Services for a Public Agency: _____

License Expiration Date: _____

Current License Status: _____

Prior Actions Against This License? _____ If Yes, Please List Citation Type:

And How it was Resolved: _____

Name and Title of Company Officers:

NAME:

TITLE:

Type & Number of Vehicles & Power Equipment Committed to Landscape Maintenance Operations:

MOTOR VEHICLES

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

• POWER EQUIPMENT

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

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, PUBLIC AGENCY (PREFERRED) OR PROPERTY MANAGEMENT/HOA LANDSCAPE MAINTENANCE CONTRACTS OF SIMILAR SIZE & SCOPE - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST THREE (5) 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 Amounts (s)
- Number of Acres Maintained per Contract(s)
- Location(s) of Contract Areas
- Length of Contract(s)

PROPOSED PROJECT WORK SCHEDULES

LANDSCAPE MAINTENANCE SERVICES LLMD 1-38

On the following two pages are blank Monthly and Annual Schedule Sheets. 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 estimated 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 estimated 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.***

MONTHLY SCHEDULE SHEET

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

ANNUAL SCHEDULE SHEET

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

PROPOSED FACILITIES, EQUIPMENT, MATERIALS & STAFFING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES

LLMD 1-38

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 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

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

(List both powered and hand equipment/tools)

Irrigation System Maintenance Equipment

(List both powered and hand equipment/tools)

Fertilizer Application Equipment

(List both powered and hand equipment/tools)

Pesticide Application Equipment

(List both powered and hand equipment/tools)

Materials:

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

SPECIFIC TERMS & CONDITIONS-Turfgrass Maintenance 7. Overseeding & Fertilization

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

Winter / Spring Overseeding –

Turf Fertilization three (3) times a Year (February, June & October)

Shrub / Ground Cover Fertilization two (2) times a Year (April & September) –

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 –

Frequency of Service:

Turf Care:

Mow/Edge/Trim – Weekly
Aeration – Bi-Annually (Spring & Fall)

Shrub Care:

Prune/Trim/ – Monthly

Ground Cover:

Prune/Trim – Monthly

Irrigation:

Monitor/Analyze – Weekly
Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.

Weed Control:

Abatement/Prevention – Monthly

Debris/Litter:

Removal – Weekly

Turf Fertilization:

Application – Three (3) times per year (February, June & October)

Shrub/Ground Cover Fertilization:

Application – Two (2) times per year (April & September)

Pre-Emergent Ground covers, shrubs & trees – Pesticide usage criteria:

Application – Two (2) times per year (Spring & Fall)

Reports

Signature Acknowledging Service Level

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. This Contract-Agreement is a prevailing wage project.

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)

Irrigation System Maintenance

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

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

Traffic Safety:

Project General Terms and Conditions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. **Use additional sheets as necessary to provide a full and comprehensive response.**

Greenwaste 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 Engineering 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
LLMD 1-38**

**TO: Engineering Department - City Clerk's Office
City of Coachella
1515 6th Street
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

PRICE FOR SERVICE SCHEDULE

For each District, write the price your firm proposes to charge per month & per year.

**INSERT CONTRACT GROUP PRICE FOR SERVICE
SCHEDULE**

PROPOSING FIRM: _____
(Company Name)

Signature and Date

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

PRICE FOR SERVICE SCHEDULE

For each District, write the price your firm proposes to charge per month & per year.

District No.	Estimated Maintenance Area (Square Feet)	Price Per Month	Price Per Year
Area 1	10,904		
Area 2	10,571		
Area 3	14,358		
Area 4	3,168		
Area 5			
Area 6	114,057		
Area 7	61,369		
Area 8			
Area 9	4,618		
Area 10	27,021		
Area 11	2,382		
Area 12	3,150		
Area 13	85,922		
Area 14	49,770		
Area 15	31,991		
Area 16	423,188		
Area 17	187,237		
Area 18	169,290		
Area 19	66,855		

Area 20	98,750		
Area 21	13,978		
Area 22	99,850		
Area 23	113,300		
Area 24	368,680		
Area 25	47,789		
Area 26			
Area 27	40,510		
Area 28	143,993		
Area 29	77,417		
Area 30	70,343		
Area 31	285,169		
Area 32	221,660		
Area 33	285,460		
Area 34	83,930		
Area 35	102,903		
Area 36	61,600		
Area 37			
Area 38	210,890		
Totals	3,597,940		

PROPOSING FIRM: _____
(Company Name)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

CONTRACTOR'S PROPOSAL (CONTINUED)

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

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

EMAIL

BID PREPARED BY TITLE

SIGNATURE

DATE

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

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 B.4. Specific Terms & Conditions – Tree Maintenance H; Turfgrass Maintenance A.2.; Irrigation Maintenance E. and F.; 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 mulch in place | @ | \$_____/cu. yd. | |
| 9. | Stabilized D.G. Brimstone or Desert Gold | @ | \$_____/cu. yd. | |
| 10. | Grey Crestline Boulders 2' x 3' | @ | \$_____ | ea. |
| 11. | Grey Crestline Boulders 3' x 4' | @ | \$_____ | ea. |

PROPOSER:

(Company Name, Signature and Date)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

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 B.4. Specific Terms & Conditions* – *Tree Maintenance H; Turfgrass Maintenance A.2.; Irrigation Maintenance E. and F.; Extra Work.*

TIME & MATERIAL PRICES

- | | | | |
|--|--|---|------------------|
| 1. | Extra Work Labor | @ | \$_____ /man hr. |
| 2. | Extra Work Emergency Labor | @ | \$_____ /man hr. |
| 3. | Extra Work Supervision | @ | \$_____ /man hr. |
| 4. | Extra Work Emergency Supervision | @ | \$_____ /man hr. |
| 5. | Extra Work Irrigation Technician | @ | \$_____/man hr. |
| 6. | Extra Work Emergency Irrigation Technician | @ | \$_____/man hr. |
| 4. | Extra Work Materials | @ | Cost + 15% |
| See Specific Terms & Conditions - <i>Extra Work, 1.E.</i> | | | |
| 5. | Extra Work – Tree Trimming | @ | \$_____/man hr. |
| | | | Or |
| | | | \$_____/per tree |

- C. Unit prices for Additions/Deletions to City Landscape Areas, per **General Terms & Conditions-ADDITIONS/DELETIONS TO CITY LANDSCAPE 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 retention basins/open space areas, turf (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$_____/sq. ft./mo.
5. Install 1" water service and meter box. Unit price includes traffic control, excavation, pavement and concrete replacement, hot-tap of main, corporation

stop, meter box, and all work related to the installation of a new service from the existing water main to the water meter location at the back of the curb.

\$ _____ each

6. Remove and replace concrete curb and gutter per City Standard #S-7.
\$ _____ /lf.
7. Remove and replace concrete sidewalk per City Standard #S-25.
\$ _____ /sq. ft.

PROPOSER: _____
(Company Name, Signature and Date)

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

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

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

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

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 AND LIGHTING DISTRICT LANDSCAPE
MAINTENANCE SERVICES**, 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 therefor
within the required time, then in that case the undersigned obligors 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)

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

Please include the following information:

Company Name

Local Office

Address:

Phone: ()

Emergency Contact Person

Name:

Phone: ()

CONTRACTOR'S PROPOSAL CONTINUES ON NEXT PAGE

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

LANDSCAPE MAINTENANCE SERVICES LLMD 1-38

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 or 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 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

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTOR

LANDSCAPE MAINTENANCE SERVICES LLMD 1-38

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

LIST OF SUBCONTRACTORS

LANDSCAPE MAINTENANCE SERVICES LLMD 1-38

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

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 Redevelopment Agency (CRA), the Coachella Fire Protection District (CFPD), the Coachella Sanitary District (CSD), and the Coachella Water Authority (CWA), their officers, agents and employees as additional insured 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. In the

event of a conflict between this Section and **Contract Agreement** Section II. paragraph 9., the stipulations contained in the **Contract Agreement** shall prevail. All insurance coverage and limits provided pursuant to this Agreement shall apply to the 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, CRA, 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, CRA, 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 CRA, CFPD, CSD, or CWA, or Contractor, or its subcontractors, or any person acting for the City or CRA, 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 CRA, 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 employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City and RDA.
- 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, CRA, 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 Redevelopment Agency, 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 CRA, CFPD, CSD, or CWA or any officer, volunteer, agent or employee of the City, or CRA, 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 coverage.
 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 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 Redevelopment Agency (CRA), 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 CRA, 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 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, the CRA, 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 CRA, 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 CRA, 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 CRA, 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 CRA, CFPD, CSD, or CWA as set forth above for liability attributable to the sole fault, negligence, or willful misconduct of the City or CRA, 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 **\$100 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;
6. Any other applicable governmental law or risk management standards of the City.

Any delays in project completion, fines, and 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 Landscape Inspector, 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 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.
 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 NEGLECT:** 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 Senior Management Analyst.
1. **Mailing Address:**
 - a. Engineering Department
 - b. City of Coachella
 - c. Attn: Lynn Germain
 - d. 1515 6th Street
 - e. Coachella, CA 92236
 2. **Office Phone:** (760) 398-5744
 3. **E-mail:** lgermain@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 Landscape Inspector 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 Landscape Inspector 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 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 that is comparable 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 Landscape Inspector 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.

4. Emergency response defined:

As per City Landscape Inspector(s)

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, 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 **\$100 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, Section IV – COMPENSATION**

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, Paragraph 5**, and **CONTRACT-AGREEMENT, Section IV – COMPENSATION, Paragraph 6**.

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.

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 \$100 cost per day, or 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.
 9. Failure to mow, edge, & trim turfgrass areas.
 10. Failure to remove weeds.
 11. Failure to remove debris, trash, and litter.
 12. Failure to separate trash & greenwaste.
 13. Failure to adhere to City's NPDES BMP's.
 14. Failure to complete irrigation repairs in specified timeframe. Delays in part acquisition will be considered.
- E. Recurrent levies of Deficient performance payment reductions may be considered and Event of Default. See also - **CONTRACT-AGREEMENT, Section V – Expiration and Termination, Paragraph 6**, and **GENERAL TERMS & CONDITIONS – EVENTS OF DEFAULT** 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 LLMD, 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 "B"), 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 through June 30, 2015 commencing on notice to proceed. The City has the option of extending the contract for an additional two (2) years (in one (1) year increments) after this date, based on the performance of the Contractor.

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.

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, Section V – Expiration and Termination, Paragraph 6**

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 Project Administrator shall be final.**

SPECIFIC TERMS & CONDITIONS

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 “B”. The Contractor shall maintain the designated landscaped areas at the level of maintenance and service defined by these specifications by integrating innovative and progressive horticultural techniques in keeping with the highest standards of quality and performance as well as the General Terms and Conditions.

Contractor shall provide all of the necessary manpower, equipment, tools, materials, services, and special skills required to maintain the areas listed in the specified locations, including but not limited to landscaped parkways, medians, retention basins, open space areas, and designated hardscape surfaces and structures.

Maintenance of the landscape shall include but not be limited to; inspections, mowing, edging, trimming, pruning, fertilization, aeration, groundcover, shrub maintenance, weed control, cultivation, pest control (including but not limited to insects and diseases), tree surgery, de-thatching, plant replacements, renovation, litter and trash removal, clean-up of drainage facilities, and operation, inspection, and maintenance of all irrigation systems associated with the specified landscape areas, including but not limited to their testing, prompt adjustment and repair, modification, and improvement.

All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The City staff will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

The Contractor shall be responsible for carefully reviewing the sites and verifying the square footage noted for each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the General Terms and Conditions and Specific Terms and Conditions and the actual conditions revealed during the examination of the locations of the proposed work.

All work shall be performed in accordance with the General Terms and Conditions and Specific Terms and Conditions of this Contract and in accordance with an

approved service schedule, as approved by City staff. Service schedules may be modified with 30 days advance written notice by the District.

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 Landscape Inspector (or 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, irrigation systems, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. Landscape Inspector 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, irrigation systems, and designated 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 District 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 by the City scheduling the Maintenance Operations which includes, but is not limited to: minor tree pruning, mowing, aeration, thatching, insecticides/herbicide application, application of all fertilization of trees, shrubs, ground cover and turf, operational irrigation inspections.

The Contractor shall notify the Landscape Inspector in writing at least five (5) working days prior to the date and time of all "Specialty" type of maintenance operations. Specialty type of maintenance operations includes, but is not limited to:

- Fertilization
- Turf Aeration
- Application of pesticides by any method

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
 - ii. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. 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 **\$100 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. 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 Park(s) and/or Landscape Maintenance area(s). 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 Engineering 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 including an irrigation inspection 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 through meeting may result in a **\$100 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 (Contract-Agreement Exhibit "C"), as well as those set forth in these specifications.

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, which dies 30 days from commencement of the contract and 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 less than 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 **\$100 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 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 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. See also **TURFGRASS MAINTENANCE**, Section A.5. below.

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 Landscape Inspector.
 - 3. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City Landscape Inspector.
 - 4. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 - 5. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.

6. 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 Landscape Inspector.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the landscape inspector. 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 and Mulching

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. Mulch is also required to be applied in all open dirt areas and/or around trees as required by the landscape inspector.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

VINE MAINTENANCE

A. General

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required, promoting optimum growth. See also **WATER MANAGEMENT** Section below.
4. Pruning of vines will be in accordance with good horticulture practices.
5. Vines shall be trimmed as required for safety, disease, general containment or appearance (or as directed by the City Landscape Inspector).
6. See **FERTILIZER APPLICATIONS** Section below

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.

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 Landscape Inspector. 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 below.
6. Keep ground cover trimmed back from all 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 landscape inspector. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with City Landscape Inspector.
7. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the landscape inspector (mulch will be supplied or paid for by the City).
8. See **FERTILIZER APPLICATIONS** Section below.

TURFGRASS MAINTENANCE

A. General

1. Watering: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between watering. See also **WATER MANAGEMENT** Section below.
2. Aeration: Mechanically aerate all turf areas as often as required or at least two (2) times a year, Spring and Fall, as directed by the Landscape Inspector to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, the City Landscape Inspector may require top dressing. When top dressing is required, the Contractor shall submit a request for extra work that must be approved by the City Landscape Inspector before work is scheduled.

Use a plug aerator with ½ inch tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove sod plugs. The scheduling of aeration will be recorded on the Maintenance Schedule and shall be performed no less than two (2) times per year. In rocky areas, a solid tines or vertical slicer aerator will be required.

3. Mowing: All turf areas shall be mowed on a weekly basis. Failure to adhere to this specification shall result in a \$100 **Performance Deficiency Deduction** per site, per occurrence. Cut cool season turf grass 2 inches during warm season and reduce to 1-1/2 inches during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 1 inch, hybrid Bermuda 1/2 inch to 3/4 inches. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary type mowers for cool season grasses and reel type mowers for warm season grasses (blades should be sharpened or replaced at least twice a week). Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are wet; allow turf to dry out before mowing. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, contractor will make repairs at his own expense. The Landscape Inspector must approve of all mowing equipment for job use. Small rotary push mowers will be required for parkways. Use mulching mowers only with approval of the City. If the use of mulching mowers is approved, all visible clippings must be removed.
4. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Failure to adhere to this specification shall result in a \$100 **Performance Deficiency Deduction** per site, per occurrence. Chemically edge (tree well) around trees within an 18" radius from the trunk using care not to damage tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by the Landscape Inspector.
5. Thatching: Thatch all turf areas once per year or as needed at a time when there will be the least amount of stress to turf, preferable spring or fall. Thatching will be in accordance with the following methods:
Step 1: Aerify entire area with an aerifier with 1/2 inch tines.
Step 2: Verticut entire area using a thatching machine set to soil line contact. Verticut twice in parallel directions. Pick up debris with a turf vac at completion of this operation.
Step 3: Mow with rotary mower at regular cutting height as specified above or as directed by the Landscape Inspector.
6. Refurbishment of Turfgrass: Turf areas that thin out due to shading effect of trees, structures, irrigation malfunction (due to contractor's negligence) and foot traffic will be reseeded with an approved grass seed to restore thinning areas. Coordinate with City Landscape Inspector. This will not be considered extra work. In the winter months the Landscape Inspector may require sod.

7. Overseeding: Contractor shall be responsible Overseeding two (2) times a year for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City of Coachella's Municipal Code. Coordinate with City Landscape Inspector.
8. Fertilizing: See **FERTILIZER APPLICATIONS** Section below.
9. Weed Control: Contractor shall maintain a weed free turf at all times by either chemical or mechanical means. See also **WEED CONTROL**, **PEST CONTROL**, and **HERBICIDES** Sections below.
- 10 String Trimmers: Care shall be exercised with regard to the use of weed eaters to prevent damage to building surface, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees. See also **TREE MAINTENANCE**, Section I., above.

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.
- 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 \$100 **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.

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 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.

- 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 Landscape Inspector. Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City Landscape Inspector.
- 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 Landscape Division 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 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 landscape Inspector. 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 Landscape Inspector 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 Landscape Inspector.
- 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.
- 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 landscape Inspector. See also **Application of Pesticides-Use Reports** above.
- E. Materials used shall be chemicals as approved by the State of California Department of Food and Agriculture.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule at least three (3) times a year for turf fertilization (February, June, & October) and two (2) times a year for shrub / ground cover fertilization (April & September). This includes shrubs, ground covers, and turf. Equipment, labor, and fertilizer shall be included in the contract. 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 Landscape Inspector. The Contractor is to provide the equipment, labor and fertilizer as part of this contract. Minimum application of shrub and ground cover fertilization two (2) times a year (April & September).
- 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 Landscape Inspector. **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. The type of fertilizer used and frequency applied will be recorded. Coordinate with Landscape Inspector. Minimum application of turf fertilizer three (3) times a year (February, June & October).

LITTER CONTROL / DEBRIS REMOVAL

- A. The Contractor shall perform litter removal as outlined in the Frequency

Schedule and these specifications.

- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a weekly 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 7 days shall result in a **\$100 Performance Deficiency Deduction** per site 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.
- 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) or 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 **\$100 Performance Deficiency Deduction** per site for each day that Deficiency remains uncorrected beyond deadline.
 - 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 **\$100.00 Performance Deficiency Deduction** per site 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 **\$100.00 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 interplant 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 **\$100.00 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. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, 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.

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 Landscape Maintenance Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. This shall be performed on a continuous basis. See Frequency Schedule.

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 Coachella green waste. Said products shall be approved by the City Landscape Inspector 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.

IRRIGATION MAINTENANCE

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate that closely matches the demands of plants with little or no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractor shall maintain strict adherence to specification requirements. The format for inspection and repairs are as follows:

- A. The entire irrigation system, including all components beginning at the meter shall be maintained in an operational state at all times. This coverage shall include, but not be limited to: all City-owned valves, backflow devices, piping, electrical wiring, heads, emitters, filters, and pumps.
- B. All irrigation systems shall be tested based upon the following schedule: October 1 to April 30 – every two weeks, and weekly from May 1 to September 30. Contractor shall include irrigation testing in the monthly and yearly schedule. All irrigation checks will include irrigation controller operation.
- C. All systems shall be kept in adjustment to ensure proper coverage, and prevention of excessive run-off or erosion. Adjustments shall include, but not be limited to: actual head adjustment, cleaning and flushing of lines, heads, and filter screens as well as obstructions within these components. Costs for adjustments shall be included in the contractual costs for operation and maintenance of the irrigation system.
- D. All damage resulting from the Contractor's maintenance operations including but not limited to: the Contractor's failure to properly maintain the system, shall be repaired or replaced prior to the end of the work day or as directed by City Engineer or his designee at the Contractor's expense.
- E. Repairs to the irrigation system shall be divided into two categories as follows:
 - 1. Minor repairs shall include but not be limited to: any piping under 2" in diameter, all lateral lines regardless of size, risers, exposed electrical connections, washers, seals, adjusting pins, and repair or replacement of emitters or sprinkler heads of ½" inlet size or less. The cost for minor repair labor and materials shall be included in the contractual costs for operation and maintenance of the irrigation system. In the case of

minor repairs due to acts of vandalism or third parties, Contractor may charge for necessary materials at Contractor's cost plus 15%, per **SPECIFIC TERMS & CONDITIONS - EXTRA WORK, Subsection 1.E.**

2. Major repairs shall include all mainline pipe regardless of size, controllers, backflow and pressure regulators, mainline control wires, valves, solenoids and diaphragms, all sprinkler heads of ¾" inlet size and bigger. The cost for labor and materials for major repairs shall be considered Extra Work above and beyond the contract.
- F. Contractor shall make minor repairs to the irrigation system within twenty-four (24) hours of noticing, or receiving notification of, conditions in need of correction. When Contractor discovers, or is notified of major irrigation damage during normal business hours, the Contractor will submit an estimate form showing approximate material costs and not-to-exceed costs for labor. This form shall be signed by the City Engineer or his designee and shall serve as written approval. Repairs to damage discovered or reported outside of normal business hours/days, shall be repaired within eight (8) hours of discovery/notification, and a written estimate submitted at the start of the next business day. Failure to repair irrigation systems within time frames specified above shall result in a **\$100 Performance Deficiency Deduction** per site for each day that Deficiency remains uncorrected beyond deadline.
- G. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval of the City.
- H. Prior to commencement of the contract, the City Engineer or his designee and the Contractor will perform an irrigation inspection. After a specified time frame for corrections the irrigation system will be turned over to the Contractor for contract maintenance. See also **MANDATORY INITIAL INSPECTION** Section above.
- I. The City will perform routine inspections of the irrigation system to ensure accuracy of the Contractor's inspection reports. If discrepancies are found, the City shall construe this as a performance deficiency and implement payment reduction as specified in the section pertaining to **Performance Deficiencies Deductions from payment.**
- J. The City reserves the right to supply any or all parts for irrigation repairs.
- K. The Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the City Engineer or his designee.
- L. The Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by the Contractor at no cost to the City. The Contractor shall be responsible for all damage done to irrigation components as well as any plant material affected by Contractors personnel or equipment during maintenance operations.

- M. The Contractor shall provide personnel fully trained in all phases of irrigation operation, adjustments and repairs for irrigation systems used in the City landscape maintenance area. The Contractor shall provide personnel capable of communicating with City representatives at a proficient level of English.
- N. All controller scheduling and operations are the responsibility of the Contractor, including but not limited to seasonal adjustment of run day and run time schedules.

Water Management

All designated landscape areas shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Contractor shall be responsible for delivery of water by means of automatic or manually operated irrigation sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

Water Management Requirements are as follows:

- A. All systems shall be adjusted weekly and as needed to maintain healthy plant material and water conservation.
- B. All program changes shall be recorded on the irrigation schedule.
- C. Contractor shall submit a report of irrigation system maintenance and management monthly for each of the landscape areas under this contract. Said report shall be included with Contractor's monthly maintenance report. See also **SPECIFIC TERMS & CONDITIONS – CONTRACTOR'S WORK SCHEDULES, Subsection B.3.**
- D. Controller program is to be sufficient to maintain a healthy landscape without excessive water use.
- E. Contractor shall manually operate automatic irrigation systems rendered inoperable for any reason in a manner that supports normal, healthy growth of plant material. Costs for such extraordinary operation shall be included in the contractual costs for operation and maintenance of the irrigation system.
- F. Controller programs shall incorporate the following conditions:
 - a. Meet City water management requirements per Municipal Code Chapter 13.04 – *Water Service Systems*.
 - b. Avoid weekend water when possible.
 - c. Maximize repeat operations (where and when possible).
 - d. Minimize station run times.
 - e. Reflect actual evapotranspiration (E.T.) requirements.
 - f. Reflect actual requirements of soil and plants.
 - g. Eliminate runoff onto streets, sidewalks, and other non-target areas.
 - h. Deep Soaking shall be defined as the application of sufficient quantities of water to maintain reasonable health vigor of plants. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.

- i. Provide sufficient time for soil to dry out between irrigations.
- j. Maximum community use of City property.
- k. Reference Coachella Valley Water Districts(CVWD) watering guidelines

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 City Engineer 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. 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 as well as the Greenbook Standard Specifications for Public Works Construction 2006 Edition Section 3-3:
 - 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 or City Landscape Inspector, 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 performed.
 - D. Extra work may include, but is not limited to, the following:
 - a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - d. Repairs due to vandalism – **Material Cost Only for Minor Irrigation**

Repairs – See IRRIGATION MAINTENANCE, Subsection E.1.

E. 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 Landscape Inspector 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

FOR LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT (hereinafter the "Agreement") is made this____ day of____ 20__, by and between the CITY OF COACHELLA, a municipal corporation, (hereinafter the "City"), and ____ (hereinafter the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

The City desires to engage Contractor to render such services for the landscape maintenance services project (hereinafter the "Project") as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE CONTRACTOR

1. Engagement of Contractor. The City hereby engages the Contractor, subject to the terms and conditions set forth in this Agreement, to furnish all labor, material, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project (hereinafter the "Work"). The Work is more particularly described in **Exhibit "A" – Specific Terms & Conditions**, and **Exhibit "C" – General Terms & Conditions**, both attached hereto and incorporated herein by this reference.

2. Contract Documents. The following materials are to be deemed the “**Contract Documents**,” and by this reference are made a part of this Agreement as though fully set forth herein: Notice Inviting Proposals; Instruction To Proposers; Contractor Information; Contractor’s Proposal; General Terms & Conditions; Specific Terms & Conditions; Landscape District Area Maps, and; required insurance certificates, permits, notices, affidavits, and all addenda or supplemental directions clarifying, amending, or extending the Work to be performed hereunder

3. Independent Contractor. The City retains Contractor on an independent Contractor basis and neither Contractor nor its employees or agents shall be deemed an employee of the City under any circumstances. The personnel performing the Work on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control.

4. Performance of the Contractor. The Contractor accepts the relationship of trust and confidence established between the City and the Contractor by the terms of this Agreement. The Contractor shall furnish its best skill, judgment and efforts in performing the Work. The Contractor shall perform the Work in an efficient, expeditious and economical manner, consistent with the best interests of the City and guarantees that all the Work to be performed by it hereunder shall be performed in a good and workman like manner.

5. The Contractor's Responsibilities for Costs and Expenses. The Contractor shall be responsible for all costs and expenses incurred by the personnel of the Contractor and subcontractors of the Contractor, in connection with the performance of the Work, including without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses and document reproduction expenses.

SECTION II

RESPONSIBILITIES OF THE CONTRACTOR

1. Personnel. The Work shall be performed by Contractor or under its supervision. The Contractor represents that it possesses and shall provide adequate and experienced personnel to perform the Work. 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.

2. Standard of Care; Performance of Employees. Contractor shall perform all the Work under this Agreement in a skillful and competent manner, 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 Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, 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 Work 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 Work on the Project.

3. Cooperation/Project Administrator. Contractor shall work closely and cooperate fully with the City's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Work. This Agreement will be administered by the City's Project Administrator. The Project Administrator, or his/her designee, as identified in writing by the Project Administrator, shall be the City's official representative on this Agreement and shall review and give approval to the details of the Work as they are performed. The City designates the City Engineer, sometimes also hereinafter individually referred to as "Manager", "Landscape Inspector" or "Inspector" as it's "Project Administrator", but reserves the right to appoint another person as Project Administrator upon written notice to the Contractor.

4. Project Manager. 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.

5. Duration of Agreement. The duration of this Agreement is one (1) year from the date of Notice to Proceed unless terminated earlier as provided in this Agreement. This Agreement may be extended for two (2) additional (1) year terms at the sole discretion of the City. Contractor understands that this Agreement shall not bind nor purport to bind the City for any contractual commitment in excess of the original one (1) year term.

6. City Policy. The Contractor shall discuss and review all matters relating to the Work with the Project Administrator in advance of all critical decision points relative to the performance of the work.

7. Conformance to Applicable Requirements. The Contractor shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Work, including, but not limited to, 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 the Work. 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.

8. Indemnification. The Contractor shall indemnify, defend and hold harmless the City of Coachella, Coachella Redevelopment Agency (hereinafter "CRA"), the Coachella Fire Protection District (hereinafter "CFPD"), the Coachella Sanitary District (hereinafter "CSD"), the Coachella Water Authority (hereinafter "CWA") their elected officials, officers, employees and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization to the extent arising out of the negligent or willful misconduct of the Contractor, its officers, employees, agents, and subcontractors provided for herein, whether or not there is concurrent or active negligence on the party of the City or CRA, CFPD, CSD, or CWA, their elected officials, officers, or employees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of the City or CRA, CFPD, CSD, or CWA, their elected officials, officers, employees, or agents in connection therewith:

A. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

B. The Contractor will promptly pay any judgment rendered against the Contractor or the City or CRA, CFPD, CSD, and 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 hereunder and the Contractor agrees to save and hold the City and CRA, CFPD, CSD, and CWA harmless there from.

C. In the event the City or CRA, CFPD, CSD, or CWA are made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of alleged negligence in connection with the Work, operations or activities of the Contractor hereunder, the Contractor agrees to pay to the City or CRA, CFPD, CSD, or CWA any and all costs and expenses incurred by City or CRA, CFPD, CSD, or CWA in such actions or proceedings, together with reasonable attorney's fees.

9. Insurance. The Contractor shall maintain adequate insurance to protect him or her from claims under Worker's Compensation Acts and from claims or damages from personal injury, including death, and damage to property, which may arise from operations under the Agreement. The supplier shall be required to file with the City, certificates of insurance with the City and CRA, CFPD, CSD, and CWA named as additional insured's. Such policies shall be subject to approval by the City and shall require Thirty (30) days' notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Contractor.

To perform any work under contract with the City of Coachella, a Certificate of Insurance, naming the City and CRA, CFPD, CSD, and CWA as additionally insured, must be provided. This Certificate must be on file with the City before any City contract may be approved and before you may commence any contract work.

Three forms of Insurance are typically required, with a fourth (Errors and Omissions) required on an individual basis. These insurance are:

California Workman's Compensation Insurance
General Liability Insurance
Automobile Insurance

All City contacts require that anyone performing work for the City; provide each of the three above insurance with a One Million Dollar (\$1,000,000) per occurrence limit. If an aggregate limit is specified on the Certificate, a minimum Two Million Dollar (\$2,000,000) aggregate occurrence coverage limit is required.

The per occurrence limit specifies that you and your company are covered for up to One Million Dollars (\$1,000,000) for each and every occurrence (accident/claim) against you or your company, no matter how many. The Aggregate limit specifies that you and your company are covered for up to Two Million Dollars (\$2,000,000) collectively for all occurrences (accidents/claims) against you or your company. Your insurance agent can give you more information about the technical difference between the per occurrence and aggregate requirements.

A. Prior to the commencement of the Work, the Contractor shall provide to the City certificates of insurance with original endorsements, and copies of policies, on City forms or equal, if requested by the City, of the following insurance, with A.M. Best's rating no less than A:VIII, or better, licensed to do business in California and satisfactory to City:

(1 Workers' compensation insurance covering all employees and principals of the Contractor, in a minimum amount of Two Million (\$2,000,000) million per accident, effective per the laws of the State of California;

(2 Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of Two Million (\$2,000,000) million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;

(3 Commercial auto liability and property insurance covering any owned and rented vehicles of Contractor in a minimum amount of One Million (\$1,000,000) million combined single limit per accident for bodily injury and property damage.

B. Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' notice has been given in writing to the City. The Contractor shall give the City prompt and timely notice of any claim made or suit instituted arising out of, Contractor's performance hereunder. The Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Work.

C. The Contractor shall include subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

10. Safety. Contractor shall provide and maintain a safe work environment, and shall execute and perform the Work so as to avoid injury or damage to any person or property. 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 the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), California Department of Food and Agriculture (CDFA), and California Department of Pesticide Regulation Laws

and Regulations, and any other applicable governmental law or risk management standards of the City.

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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving 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.

11. Progress. The Contractor shall keep the Project Administrator informed on a regular basis of the status and progress of the Work, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Work or relative to this Agreement.

12. Payroll Records. The Contractor shall keep accurate payroll records available for inspection in accordance with the requirements of Labor Code Section 1776.

13. Accounting Records; 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.

SECTION III RESPONSIBILITIES OF THE CITY

1. Cooperation. The City shall cooperate with the Contractor relative to the provisions of the Work.

SECTION IV COMPENSATION

1. Compensation. In consideration for the Contractor's timely and faithful performance of the Work, the Contractor shall receive compensation for all Work rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. The total compensation shall not exceed

_____ dollars (\$_____. __) without written approval of City's City Manager. Extra Work may be authorized in an amount not to exceed twenty-five percent (25%) of the contract amount, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2. Extra Work. If at any time during the term of this Agreement, City may request and Contractor may agree to perform extra work that is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement (hereinafter the "Extra Work"). The procedures governing Extra Work performed under this Agreement are fully set forth in **Exhibit "A" – Specific Terms & Conditions** attached hereto and incorporated by this reference.

3. Payment of Compensation. The Contractor shall submit invoices to the City on a monthly basis as set forth in the General Terms and Conditions described in **Exhibit "C"** attached hereto and incorporated herein by this reference. Each invoice shall itemize the work performed.

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

5. Withholding; Disputed Sums. The City may withhold payment of any portion of the compensation described in this Section if payment is disputed until resolution of the dispute with the Contractor. Such withholding by the City shall not be deemed to constitute a failure to pay by the City. The Contractor shall not discontinue the performance of the Work for a period of thirty (30) days from the date Compensation is withheld hereunder. The Contractor shall have an immediate right to appeal to the City Engineer and the City with respect to withheld amounts. The determination of the City Engineer and the City with respect to such matters shall be final. The Contractor shall be entitled to receive interest on any portions of the compensation withheld which are thereafter deemed to be properly payable to the Contractor at the rate of seven percent (7%) per annum, simple interest.

6. 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. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if 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 Work 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.

SECTION V EXPIRATION AND TERMINATION

1. Expiration. This Agreement shall terminate as indicated on the notice to proceed, unless extended for a longer term or terminated sooner pursuant to the provisions of this Agreement or as a matter of law.

2. Termination for Convenience: This Agreement may be terminated by the City, in whole or in part, whenever, the Project Administrator determines, in his or her sole discretion, that it is in the City's best interests. Any such termination shall be effected by a thirty (30) day written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination. Contractor may not terminate this Agreement except for cause.

3. Termination for Lack of Appropriation: Notwithstanding anything herein to the contrary, if funds are not appropriated or if funds are not otherwise made available to the City to finance the Work pursuant to this Agreement during any fiscal period covered by this Agreement, the Agreement shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available.

4. 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.

5. Payment Upon Termination. Upon a termination of this Agreement as provided in paragraph 1 of this Section, the City shall pay to the Contractor the part of the compensation described in Section IV, above, which would otherwise be payable to the Contractor with respect to the Work which had been adequately rendered and completed as of the date of termination, less the amount of all previous payments with respect to the compensation.

6. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Contractor, the City shall have the right to terminate this Agreement upon written notice to the Contractor.

The City has the right to terminate for default if:

A. The Contractor fails to make delivery of acceptable supplies or to perform the Work in an acceptable manner within the time specified in this Agreement, or;

B. The Contractor fails to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Contractor, or;

C. The Contractor fails to satisfactorily perform any other term or condition of this Agreement; or,

D. The Contractor commits any act of fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement, or:

E. The Contractor fails to make progress so as to endanger timely performance of this Agreement, and;

F. Such failure continues uncured for three (3) calendar days after the City gives the Contractor notice of any failure and specifies the nature of such failure.

Any termination for default shall be effected by written notice to the Contractor of the termination, specifying the acts or omissions of the Contractor constituting the default and the effective date of the termination.

The rights and remedies of the City described herein shall be in addition to any other rights and remedies provided by law.

7. 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.

SECTION VI SPECIAL PROVISIONS

1. Special Requests. The Contractor may be requested by the Landscape Inspector to perform special tasks that are above his or her normal scheduled work (i.e., pruning for a specific aesthetic view problem). It is intended that the special tasks are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria of the Agreement.

2. Work Not Included. Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the Contractor, are not included within this Agreement. If the City Engineer determines that excessive utility costs have occurred, the City may withhold from the payment to Contractor those funds necessary to reimburse the City for these additional costs.

SECTION VII GENERAL PROVISIONS

1. Nondiscrimination by the Contractor. The Contractor represents and agrees that the Contractor, its affiliates, subsidiaries, holding companies, or its subcontractors do not and will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. City's Rights to Employ Other Service Providers. The City reserves the right to employ other contractors in connection with the Work.

3. Conflicts of Interest.

A. The Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interests.

B. If subject to the Act, the Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by the City.

4. 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 Work.

5. Subcontractor. The Contractor shall not subcontract any portion of the Work except as expressly stated herein, without prior written consent of the City.

11. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Riverside County, State of California.

13. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the Party making the waiver.

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

15. Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

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

17. Entire Agreement. This Agreement contains the entire agreement of the City and the Contractor and supersedes any prior or written statements or agreements between the City and the Contractor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

18. Prohibition Against Transfers.

A. The Contractor shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein, directly or indirectly by operation of law without the prior written consent of the City. Any attempt to do so without the prior written consent of the City shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Contractor, if the Contractor is a corporation or of the interest of any general partner or joint venture or syndicate

member or co-tenant of the Contractor, if the Contractor is a partnership or a joint venture or a syndicate or a co-tenancy, which shall result in changing the control of the Contractor, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate or co-tenancy.

19. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.

20. Invalidity. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

22. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

23. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

24. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

25. Incorporation of Recitals and Exhibits.

A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth herein.

B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth herein.

26. References. All references to the Contractor shall include all personnel, employees, agents and subcontractors of the Contractor.

27. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties.

28. General Terms and Conditions. The Consultant shall be subject to the General Terms and Conditions described in Exhibit "C" attached hereto and incorporated herein by this reference.

29. Miscellaneous Terms (If Applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

CITY OF COACHELLA
A Municipal Corporation,

Contractor:

By: _____
Mayor

By: _____
Contractor

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to legal form:

By: _____
City Attorney

EXHIBIT “A”

Specific Terms & Conditions – Contract Group Area Maps

[Attach Behind this Page]

SPECIFIC TERMS & CONDITIONS

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 “B”. The Contractor shall maintain the designated landscaped areas at the level of maintenance and service defined by these specifications by integrating innovative and progressive horticultural techniques in keeping with the highest standards of quality and performance as well as the General Terms and Conditions.

Contractor shall provide all of the necessary manpower, equipment, tools, materials, services, and special skills required to maintain the areas listed in the specified locations, including but not limited to landscaped parkways, medians, retention basins, open space areas, and designated hardscape surfaces and structures.

Maintenance of the landscape shall include but not be limited to; inspections, mowing, edging, trimming, pruning, fertilization, aeration, groundcover, shrub maintenance, weed control, cultivation, pest control (including but not limited to insects and diseases), tree surgery, de-thatching, plant replacements, renovation, litter and trash removal, clean-up of drainage facilities, and operation, inspection, and maintenance of all irrigation systems associated with the specified landscape areas, including but not limited to their testing, prompt adjustment and repair, modification, and improvement.

All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The City staff will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

The Contractor shall be responsible for carefully reviewing the sites and verifying the square footage noted for each location of proposed work included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the General Terms and Conditions

and Specific Terms and Conditions and the actual conditions revealed during the examination of the locations of the proposed work.

All work shall be performed in accordance with the General Terms and Conditions and Specific Terms and Conditions of this Contract and in accordance with an approved service schedule, as approved by City staff. Service schedules may be modified with 30 days advance written notice by the District.

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 Landscape Inspector (or 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, irrigation systems, or designated hardscape surfaces and structures.

- C. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- D. Landscape Inspector 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, irrigation systems, and

designated 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 District 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 by the City scheduling the Maintenance Operations which includes, but is not limited to: minor tree pruning, mowing, aeration, thatching, insecticides/herbicide application, application of all fertilization of trees, shrubs, ground cover and turf, operational irrigation inspections.

The Contractor shall notify the Landscape Inspector in writing at least five (5) working days prior to the date and time of all "Specialty" type of maintenance operations. Specialty type of maintenance operations includes, but is not limited to:

- Fertilization
- Turf Aeration
- Application of pesticides by any method

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
 - iii. Time and Date for each activity specifying when each work will be completed

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 **\$100 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. 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 Park(s) and/or Landscape Maintenance area(s). 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 Engineering 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 including an irrigation inspection 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 through meeting may result in a **\$100 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 (Contract-Agreement Exhibit "C"), as well as those set forth in these specifications.

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, which dies 30 days from commencement of the contract and 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 less than 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 **\$100 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 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 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. See also **TURFGRASS MAINTENANCE**, Section A.5. below.

SHRUB MAINTENANCE

- A. Pruning
 - 7. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
 - 8. 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 Landscape Inspector.

9. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City Landscape Inspector.
10. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
11. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
12. 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 Landscape Inspector.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the landscape inspector. 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 and Mulching

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. Mulch is also required to be applied in all open dirt areas and/or around trees as required by the landscape.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

VINE MAINTENANCE

A. General

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required, promoting optimum growth. See also **WATER MANAGEMENT** Section below.
4. Pruning of vines will be in accordance with good horticulture practices.
5. Vines shall be trimmed as required for safety, disease, general containment

- or appearance (or as directed by the City Landscape Inspector).
6. See **FERTILIZER APPLICATIONS** Section below

GROUND COVER MAINTENANCE

A. General

9. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
10. 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 Landscape Inspector. See also **WEED CONTROL**, **PEST CONTROL**, and **HERBICIDES** Sections below.
11. Prevent soil compaction by cultivating regularly all ground cover areas.
12. Remove debris that accumulates on ground fixed lighting fixtures.
13. 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 below.
14. Keep ground cover trimmed back from all 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 landscape inspector. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with City Landscape Inspector.
15. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the landscape inspector (mulch will be supplied or paid for by the City).
16. See **FERTILIZER APPLICATIONS** Section below.

TURFGRASS MAINTENANCE

B. General

1. Watering: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between watering. See also **WATER MANAGEMENT** Section below.
2. Aeration: Mechanically aerate all turf areas as often as required or at least two (2) times a year, Spring and Fall, as directed by the Landscape Inspector to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, the City Landscape Inspector may require top dressing. When top dressing is required, the Contractor shall submit a request for extra work that must be approved by the City Landscape Inspector before work is scheduled.

- Use a plug aerator with ½ inch tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove sod plugs. The scheduling of aeration will be recorded on the Maintenance Schedule and shall be performed no less than two (2) times per year. In rocky areas, a solid tines or vertical slicer aerator will be required.
3. Mowing: All turf areas shall be mowed on a weekly basis. Failure to adhere to this specification shall result in a \$100 **Performance Deficiency Deduction** per site, per occurrence. Cut cool season turf grass 2 inches during warm season and reduce to 1-1/2 inches during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 1 inch, hybrid Bermuda ½ inch to ¾ inches. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary type mowers for cool season grasses and reel type mowers for warm season grasses (blades should be sharpened or replaced at least twice a week). Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are wet; allow turf to dry out before mowing. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, contractor will make repairs at his own expense. The Landscape Inspector must approve of all mowing equipment for job use. Small rotary push mowers will be required for parkways. Use mulching mowers only with approval of the City. If the use of mulching mowers is approved, all visible clippings must be removed.
 4. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Failure to adhere to this specification shall result in a \$100 **Performance Deficiency** Deduction per site, per occurrence. Chemically edge (tree well) around trees within an 18" radius from the trunk using care not to damage tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed otherwise in writing by the Landscape Inspector.
 5. Thatching: Thatch all turf areas once per year or as needed at a time when there will be the least amount of stress to turf, preferable spring or fall. Thatching will be in accordance with the following methods:
Step 1: Aerify entire area with an aerifier with ½ inch tines.
Step 2: Verticut entire area using a thatching machine set to soil line contact. Verticut twice in parallel directions. Pick up debris with a turf vac at completion of this operation.
Step 3: Mow with rotary mower at regular cutting height as specified above or

as directed by the Landscape Inspector.

6. Refurbishment of Turfgrass: Turf areas that thin out due to shading effect of trees, structures, irrigation malfunction (due to contractor's negligence) and foot traffic will be reseeded with an approved grass seed to restore thinning areas. Coordinate with City Landscape Inspector. This will not be considered extra work. In the winter months the Landscape Inspector may require sod.
7. Overseeding: Contractor shall be responsible Overseeding two (2) times a year for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City of Coachella's Municipal Code. Coordinate with City Landscape Inspector.
8. Fertilizing: See **FERTILIZER APPLICATIONS** Section below.
9. Weed Control: Contractor shall maintain a weed free turf at all times by either chemical or mechanical means. See also **WEED CONTROL**, **PEST CONTROL**, and **HERBICIDES** Sections below.
- 10 String Trimmers: Care shall be exercised with regard to the use of weed eaters to prevent damage to building surface, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees. See also **TREE MAINTENANCE**, Section I., above.

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.
- 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 \$100 **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.

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

- L. 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.**
- M. 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

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

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Landscape Inspector.
Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City Landscape Inspector.
- S. 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 Landscape Division 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

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.
- T. 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
- U. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's landscape Inspector. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- V. 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 Landscape Inspector prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- G. 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 Landscape Inspector.
- H. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- I. 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.

- J. 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.
- K. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- F. The Contractor shall be responsible for the application of the appropriate chemical.
- G. 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.
- H. 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.
- I. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's landscape Inspector. See also **Application of Pesticides-Use Reports** above.
- J. Materials used shall be chemicals as approved by the State of California Department of Food and Agriculture.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule at least three (3) times a year for turf fertilization (February, June, & October) and two (2) times a year for shrub / ground cover fertilization (April & September). This includes shrubs, ground covers, and turf. Equipment, labor, and fertilizer shall be included in the contract. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- C. **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 Landscape Inspector. The Contractor is to provide the equipment, labor and fertilizer as part of this contract. Minimum application of shrub and ground cover fertilization two (2) times a year (April & September).
- D. **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 Landscape Inspector. **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. The

type of fertilizer used and frequency applied will be recorded. Coordinate with Landscape Inspector. Minimum application of turf fertilizer three (3) times a year (February, June & October).

LITTER CONTROL / DEBRIS REMOVAL

- A. The Contractor shall perform litter removal as outlined in the Frequency Schedule and these specifications.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a weekly 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 7 days shall result in a **\$100 Performance Deficiency Deduction** per site 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.
- 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) or 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 **\$100 Performance Deficiency Deduction** per site for each day that Deficiency remains uncorrected beyond deadline.
 - 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 **\$100.00 Performance Deficiency Deduction** per site 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 **\$100.00 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 interplant 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 **\$100.00 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. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, 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.

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 Landscape Maintenance Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. This shall be performed on a continuous basis. See Frequency Schedule.

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 Coachella green waste. Said products shall be approved by the City Landscape Inspector 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.

IRRIGATION MAINTENANCE

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate that closely matches the demands of plants with little or no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractor shall maintain strict adherence to specification requirements. The format for inspection and repairs are as follows:

- O. The entire irrigation system, including all components beginning at the meter shall be maintained in an operational state at all times. This coverage shall include, but not be limited to: all City-owned valves, backflow devices, piping, electrical wiring, heads, emitters, filters, and pumps.
- P. All irrigation systems shall be tested based upon the following schedule: October 1 to April 30 – every two weeks, and weekly from May 1 to September 30. Contractor shall include irrigation testing in the monthly and yearly schedule. All irrigation checks will include irrigation controller operation.
- Q. All systems shall be kept in adjustment to ensure proper coverage, and prevention of excessive run-off or erosion. Adjustments shall include, but not be limited to: actual head adjustment, cleaning and flushing of lines, heads, and filter screens as well as obstructions within these components. Costs for adjustments shall be included in the contractual costs for operation and maintenance of the irrigation system.
- R. All damage resulting from the Contractor's maintenance operations including but not limited to: the Contractor's failure to properly maintain the system, shall be repaired or replaced prior to the end of the work day or as directed by City Engineer or his designee at the Contractor's expense.
- S. Repairs to the irrigation system shall be divided into two categories as follows:

3. Minor repairs shall include but not be limited to: any piping under 2" in diameter, all lateral lines regardless of size, risers, exposed electrical connections, washers, seals, adjusting pins, and repair or replacement of emitters or sprinkler heads of ½" inlet size or less. The cost for minor repair labor and materials shall be included in the contractual costs for operation and maintenance of the irrigation system. In the case of minor repairs due to acts of vandalism or third parties, Contractor may charge for necessary materials at Contractor's cost plus 15%, per **SPECIFIC TERMS & CONDITIONS - EXTRA WORK, Subsection 1.E.**
 4. Major repairs shall include all mainline pipe regardless of size, controllers, backflow and pressure regulators, mainline control wires, valves, solenoids and diaphragms, all sprinkler heads of ¾" inlet size and bigger. The cost for labor and materials for major repairs shall be considered Extra Work above and beyond the contract.
- T. Contractor shall make minor repairs to the irrigation system within twenty-four (24) hours of noticing, or receiving notification of, conditions in need of correction. When Contractor discovers, or is notified of major irrigation damage during normal business hours, the Contractor will submit an estimate form showing approximate material costs and not-to-exceed costs for labor. This form shall be signed by the City Engineer or his designee and shall serve as written approval. Repairs to damage discovered or reported outside of normal business hours/days, shall be repaired within eight (8) hours of discovery/notification, and a written estimate submitted at the start of the next business day. Failure to repair irrigation systems within time frames specified above shall result in a **\$100 Performance Deficiency Deduction** per site for each day that Deficiency remains uncorrected beyond deadline.
- U. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval of the City.
- V. Prior to commencement of the contract, the City Engineer or his designee and the Contractor will perform an irrigation inspection. After a specified time frame for corrections the irrigation system will be turned over to the Contractor for contract maintenance. See also **MANDATORY INITIAL INSPECTION** Section above.
- W. The City will perform routine inspections of the irrigation system to ensure accuracy of the Contractor's inspection reports. If discrepancies are found, the City shall construe this as a performance deficiency and implement payment reduction as specified in the section pertaining to **Performance Deficiencies Deductions from payment.**
- X. The City reserves the right to supply any or all parts for irrigation repairs.
- Y. The Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the City Engineer or his designee.

- Z. The Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by the Contractor at no cost to the City. The Contractor shall be responsible for all damage done to irrigation components as well as any plant material affected by Contractors personnel or equipment during maintenance operations.
- AA. The Contractor shall provide personnel fully trained in all phases of irrigation operation, adjustments and repairs for irrigation systems used in the City landscape maintenance area. The Contractor shall provide personnel capable of communicating with City representatives at a proficient level of English.
- BB. All controller scheduling and operations are the responsibility of the Contractor, including but not limited to seasonal adjustment of run day and run time schedules.

Water Management

All designated landscape areas shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Contractor shall be responsible for delivery of water by means of automatic or manually operated irrigation sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

Water Management Requirements are as follows:

- G. All systems shall be adjusted weekly and as needed to maintain healthy plant material and water conservation.
- H. All program changes shall be recorded on the irrigation schedule.
- I. Contractor shall submit a report of irrigation system maintenance and management monthly for each of the landscape areas under this contract. Said report shall be included with Contractor's monthly maintenance report. See also **SPECIFIC TERMS & CONDITIONS – CONTRACTOR'S WORK SCHEDULES, Subsection B.3.**
- J. Controller program is to be sufficient to maintain a healthy landscape without excessive water use.
- K. Contractor shall manually operate automatic irrigation systems rendered inoperable for any reason in a manner that supports normal, healthy growth of plant material. Costs for such extraordinary operation shall be included in the contractual costs for operation and maintenance of the irrigation system.
- L. Controller programs shall incorporate the following conditions:
 - I. Meet City water management requirements per Municipal Code Chapter 13.04 – *Water Service Systems*.
 - m. Avoid weekend water when possible.
 - n. Maximize repeat operations (where and when possible).
 - o. Minimize station run times.
 - p. Reflect actual evapotranspiration (E.T.) requirements.

- q. Reflect actual requirements of soil and plants.
- r. Eliminate runoff onto streets, sidewalks, and other non-target areas.
- s. Deep Soaking shall be defined as the application of sufficient quantities of water to maintain reasonable health vigor of plants. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.
- t. Provide sufficient time for soil to dry out between irrigations.
- u. Maximum community use of City property.
- v. Reference Coachella Valley Water Districts(CVWD) watering guidelines

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 not to exceed 25% of the contract amount. 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 City Engineer 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. 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 as well as the Greenbook Standard Specifications for Public Works Construction 2006 Edition Section 3-3:
 - F. 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.
 - G. When required by the City Representative or City Landscape Inspector, 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:

- H. City will issue work request for such extra work to be performed.
- I. Extra work may include, but is not limited to, the following:
 - e. Changing Light Fixtures
 - f. Changing light bulbs
 - g. Installing hardware
 - h. Repairs due to vandalism – **Material Cost Only for Minor Irrigation Repairs – See IRRIGATION MAINTENANCE, Subsection E.1.**
- J. 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 Landscape Inspector 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.

LANDSCAPE DISTRICT AREA MAP

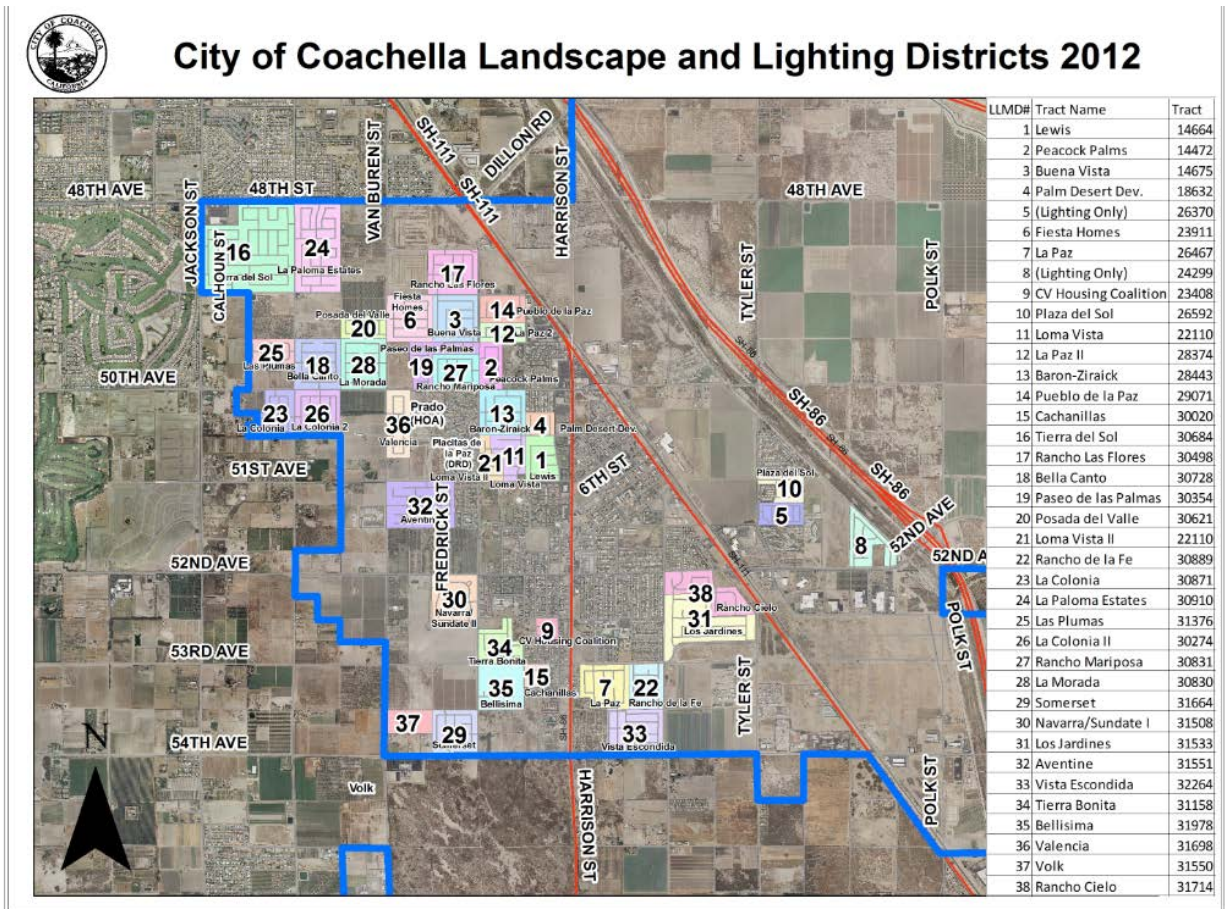


EXHIBIT “B”

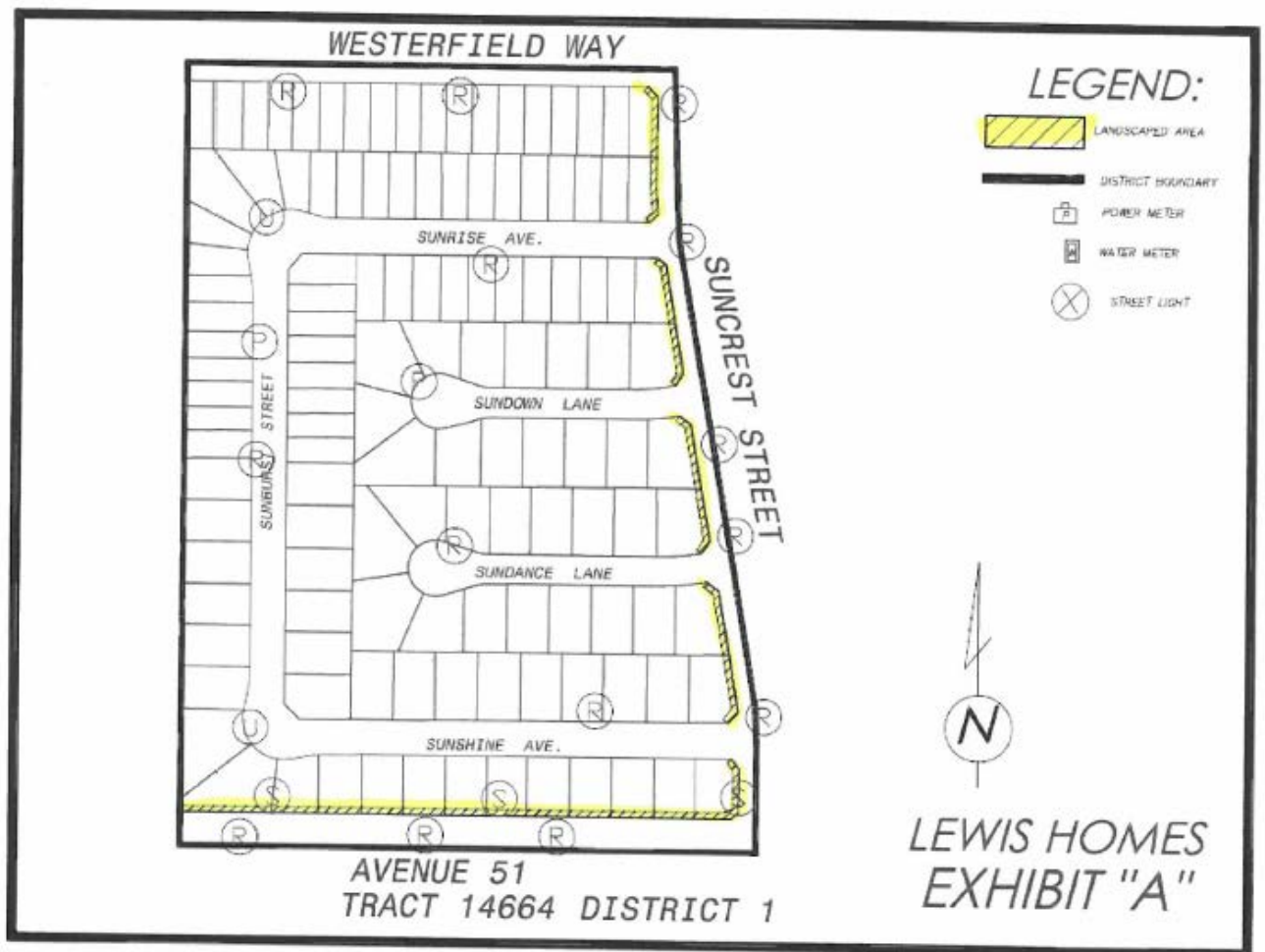
Compensation – Contractor’s Proposal (including but not limited to all required Proposal submittal items) – Contractor’s Bonds – Insurance Certificates – Licenses, Registrations & Permits

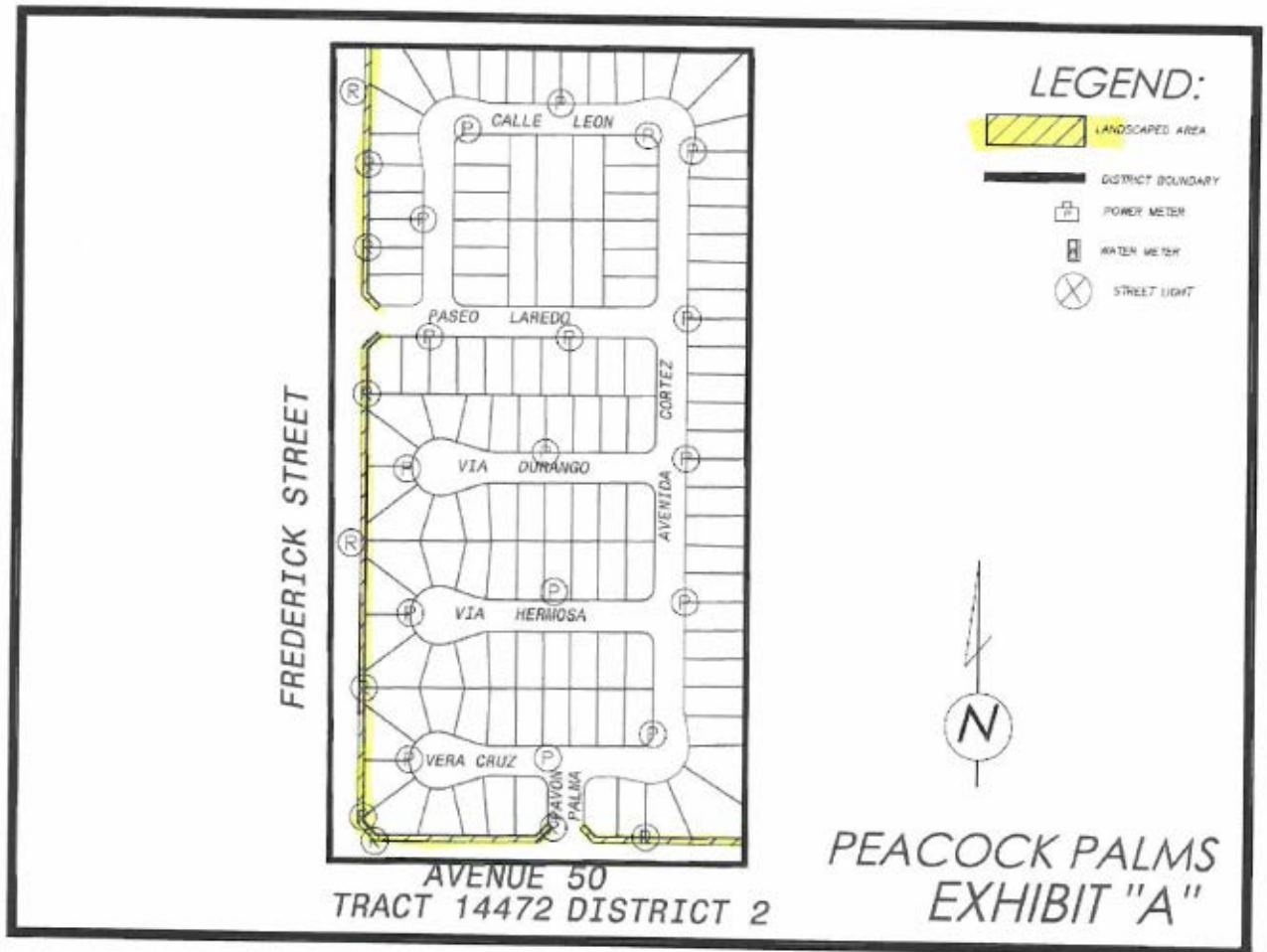
General Terms and Conditions

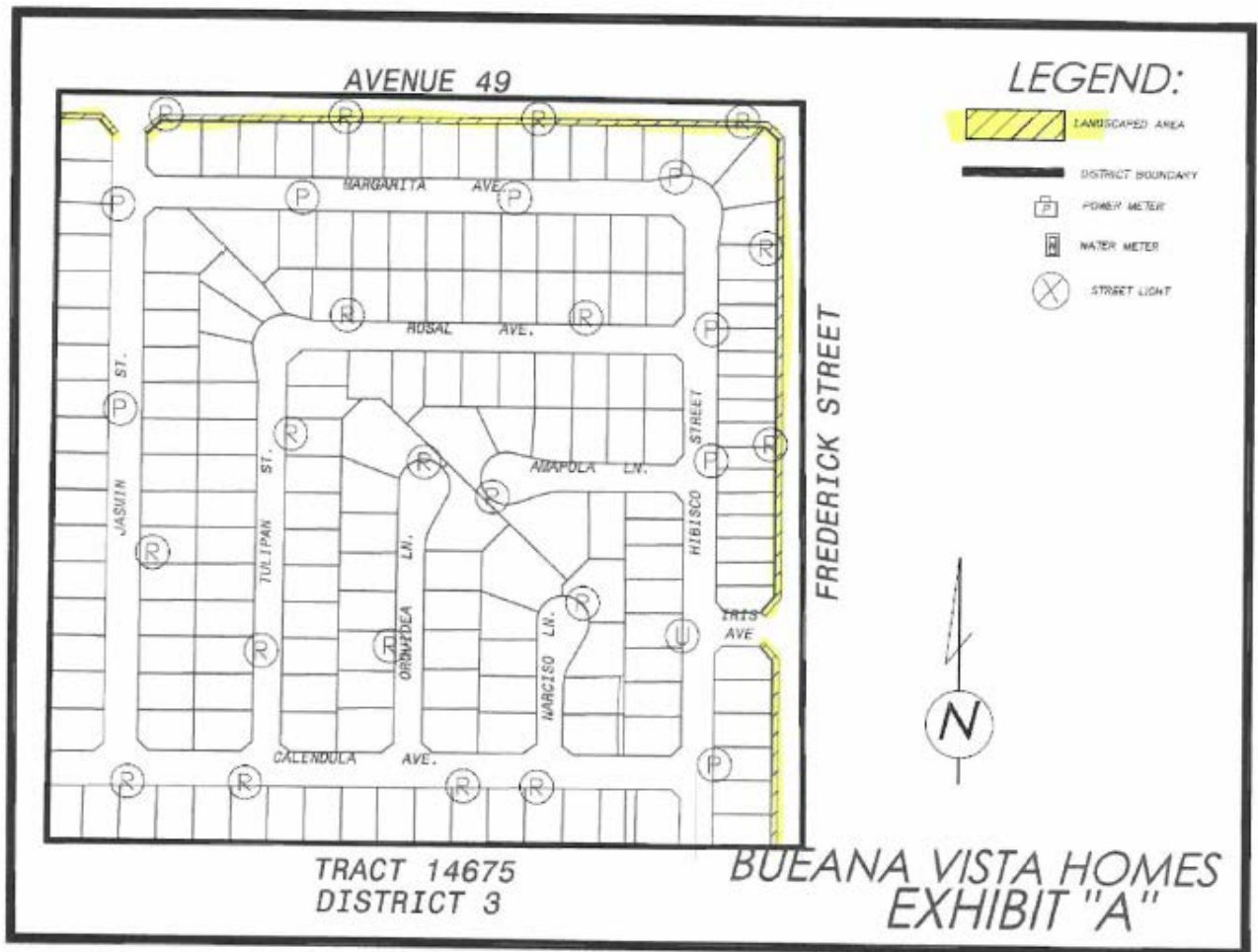
EXHIBIT “C”

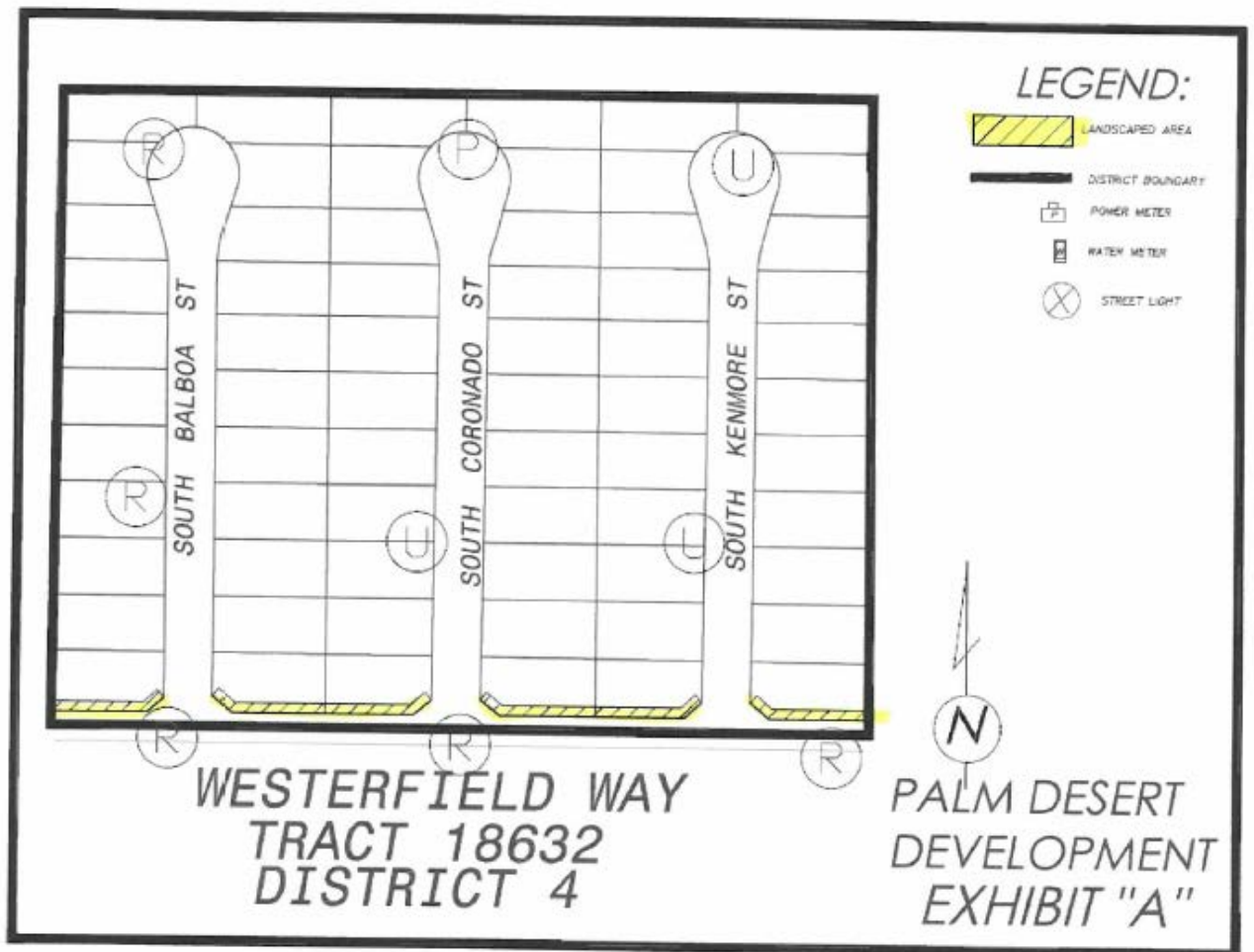
EXHIBIT “D”

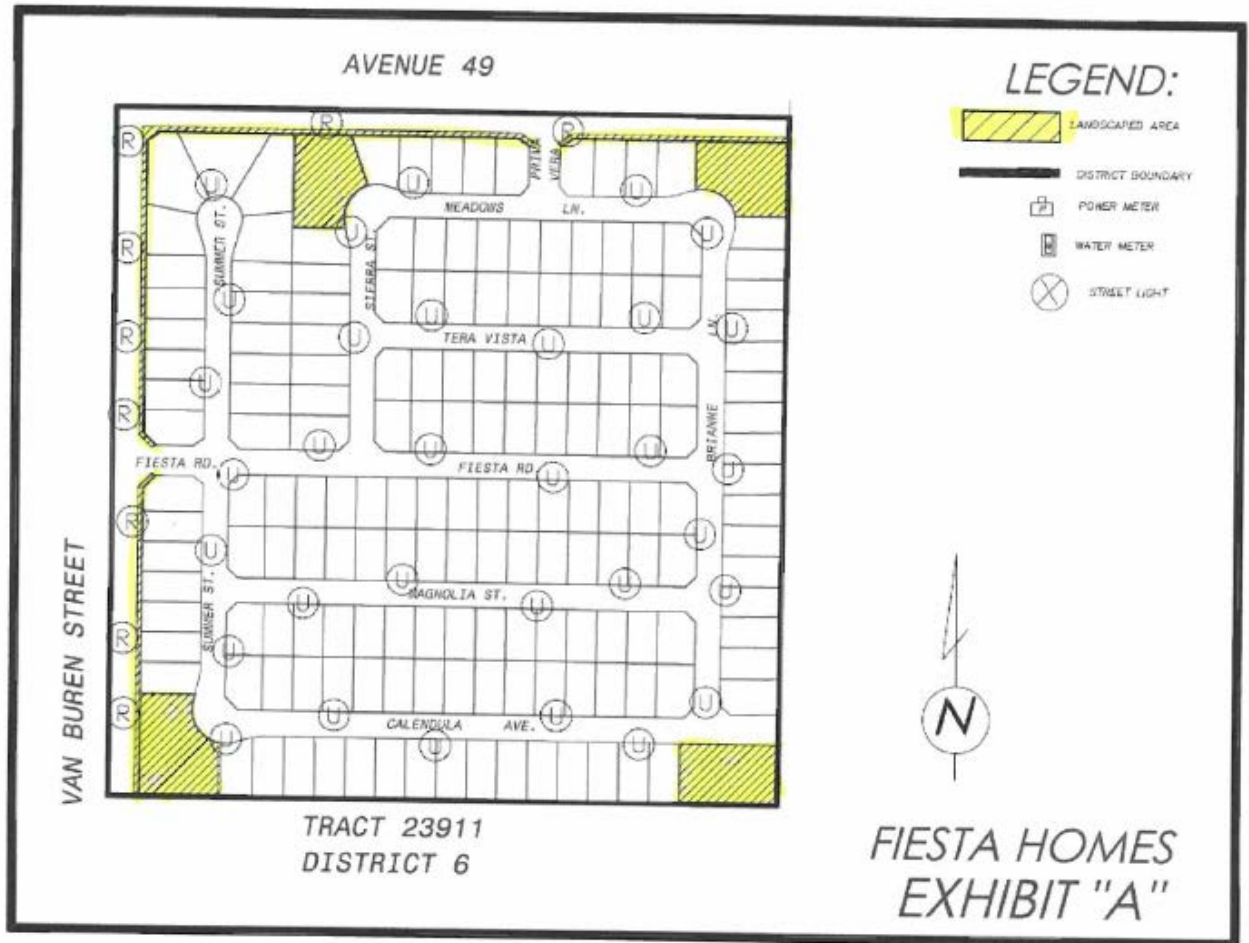
Individual LLMD Maps / Project Schedule & Report Forms
[Attach Behind this Page]

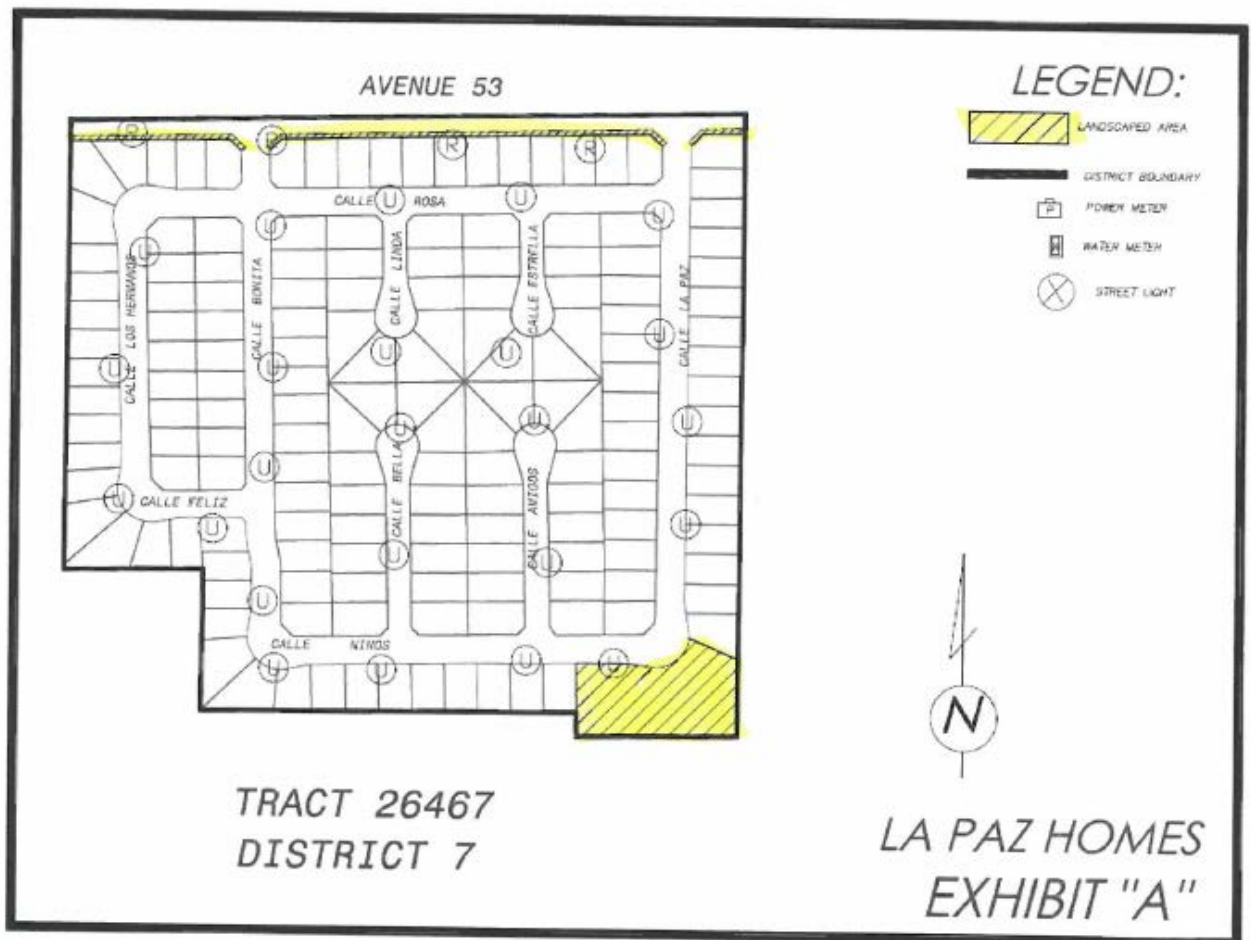


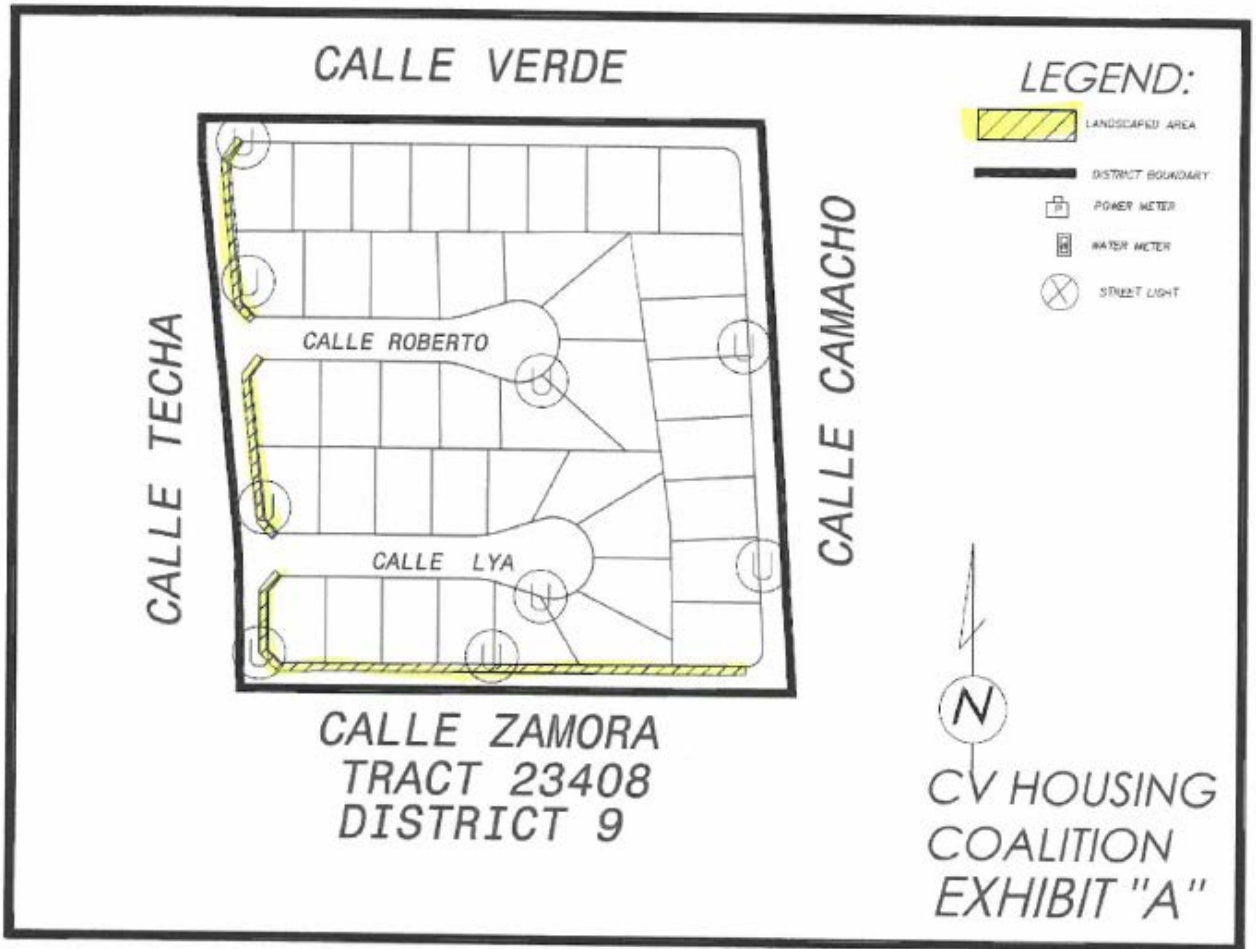


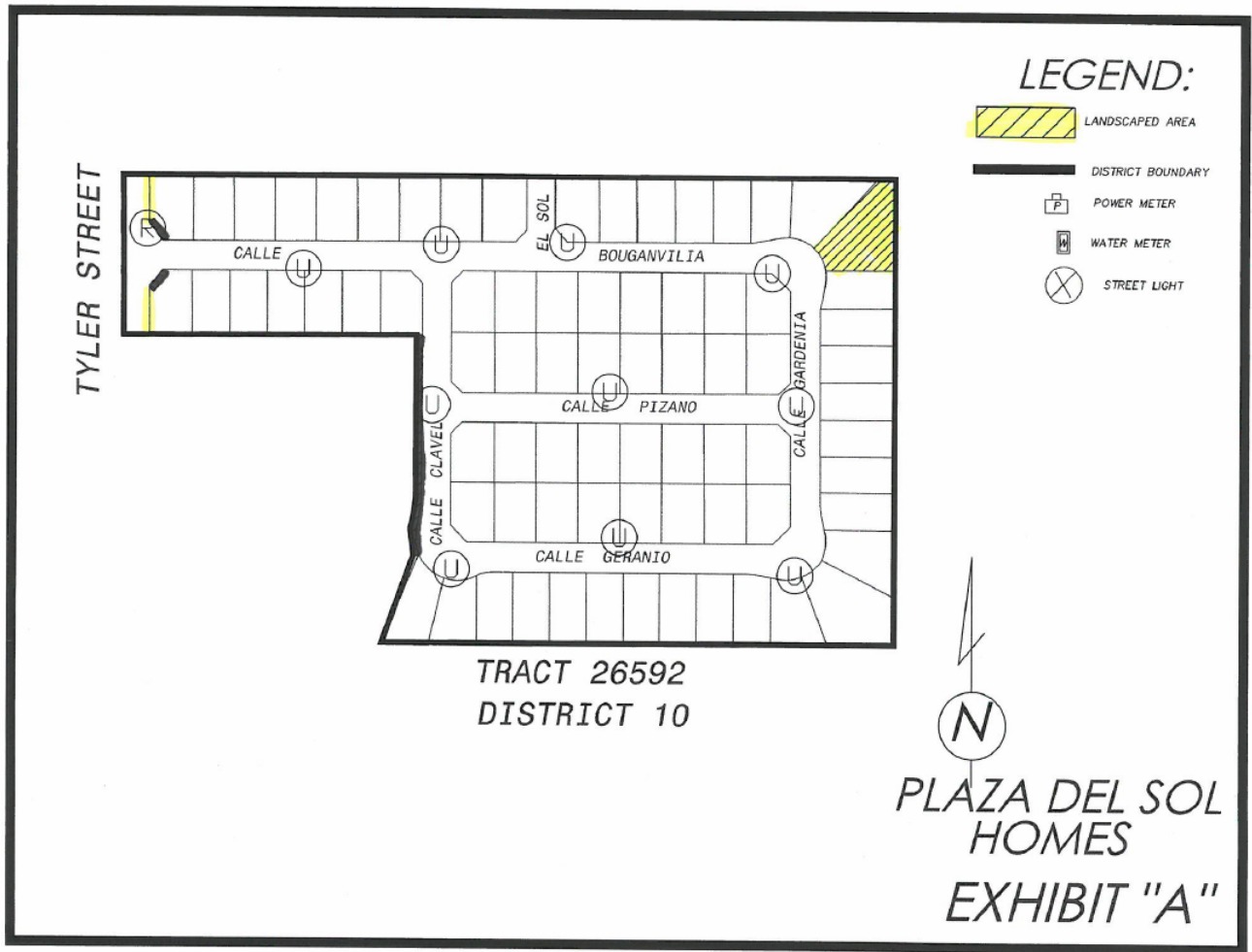


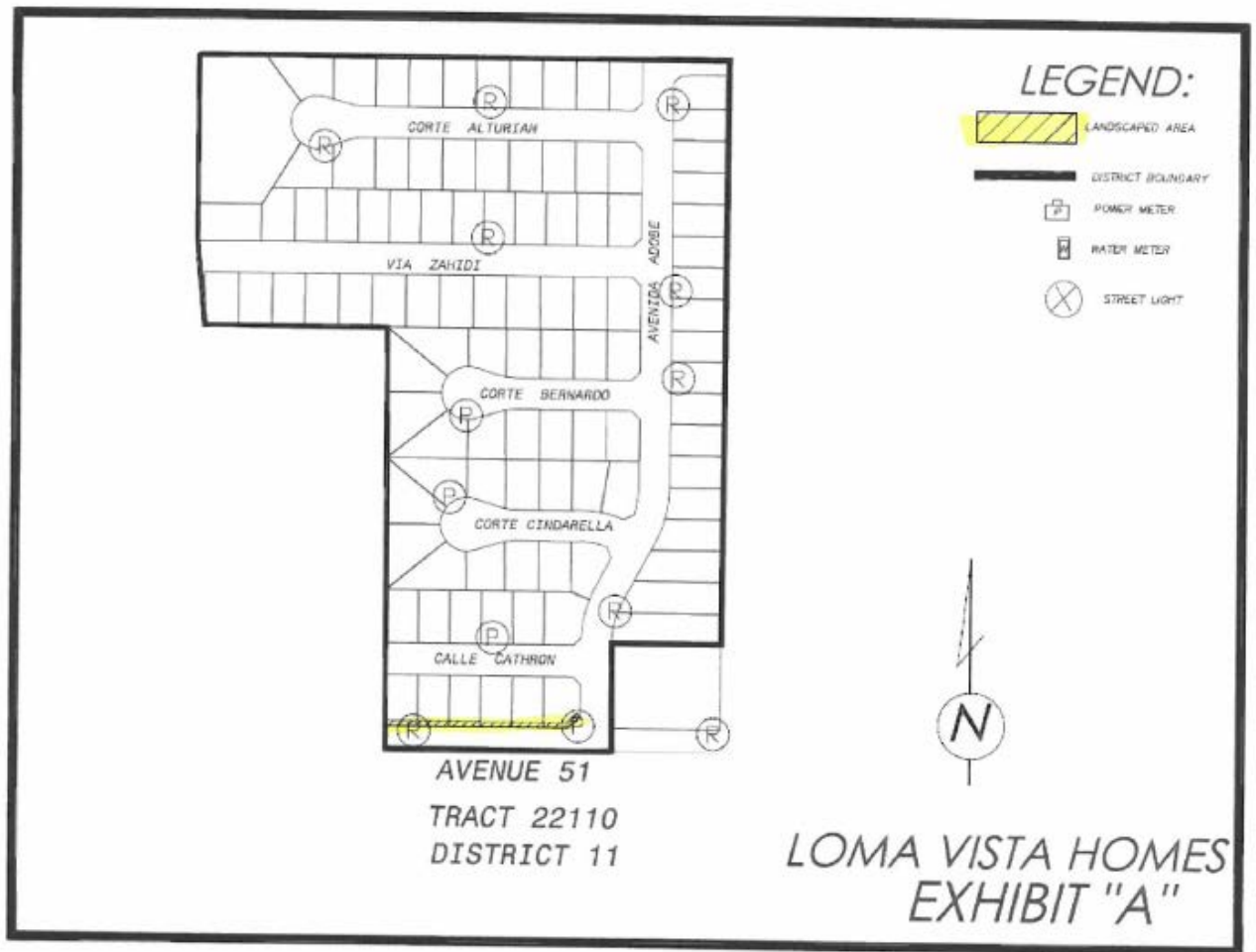


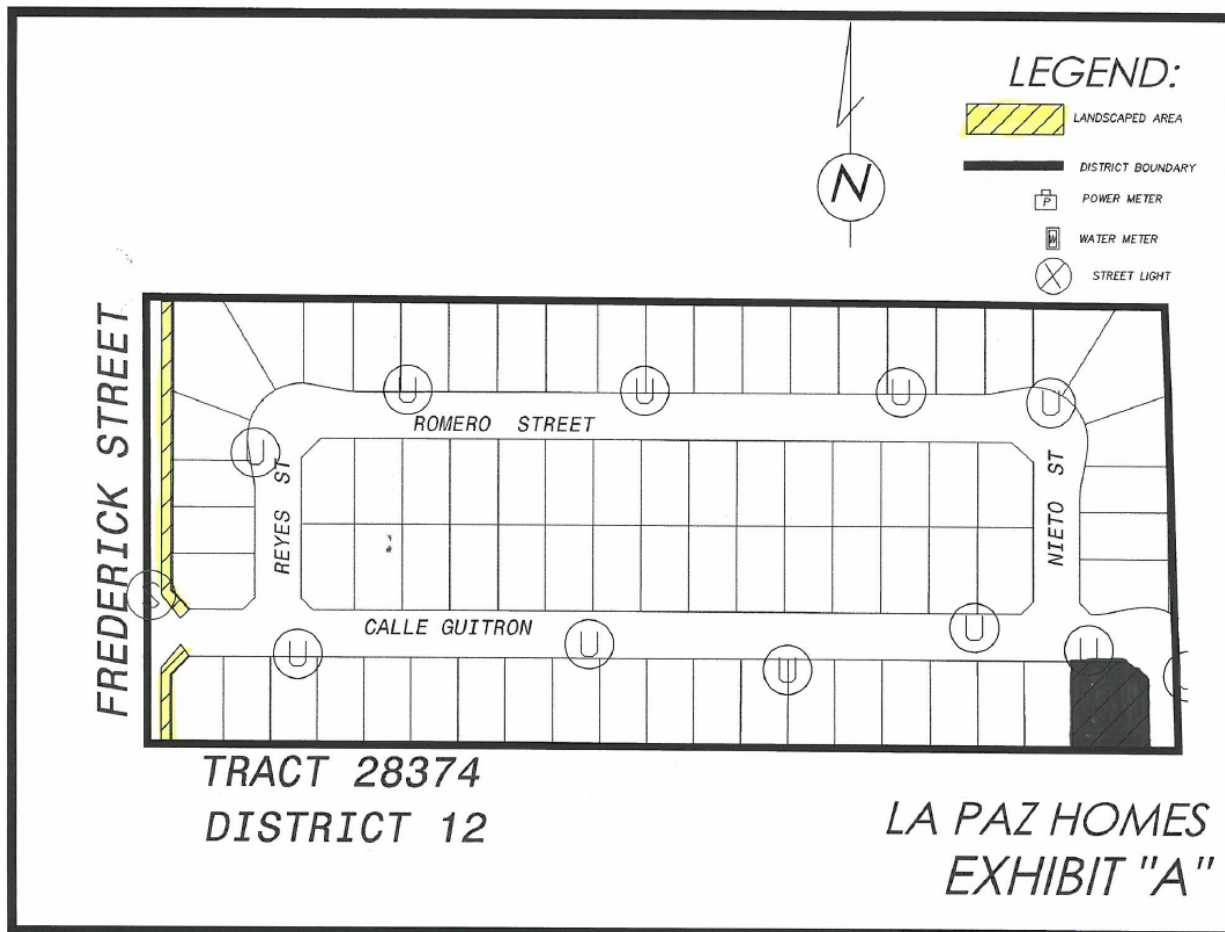


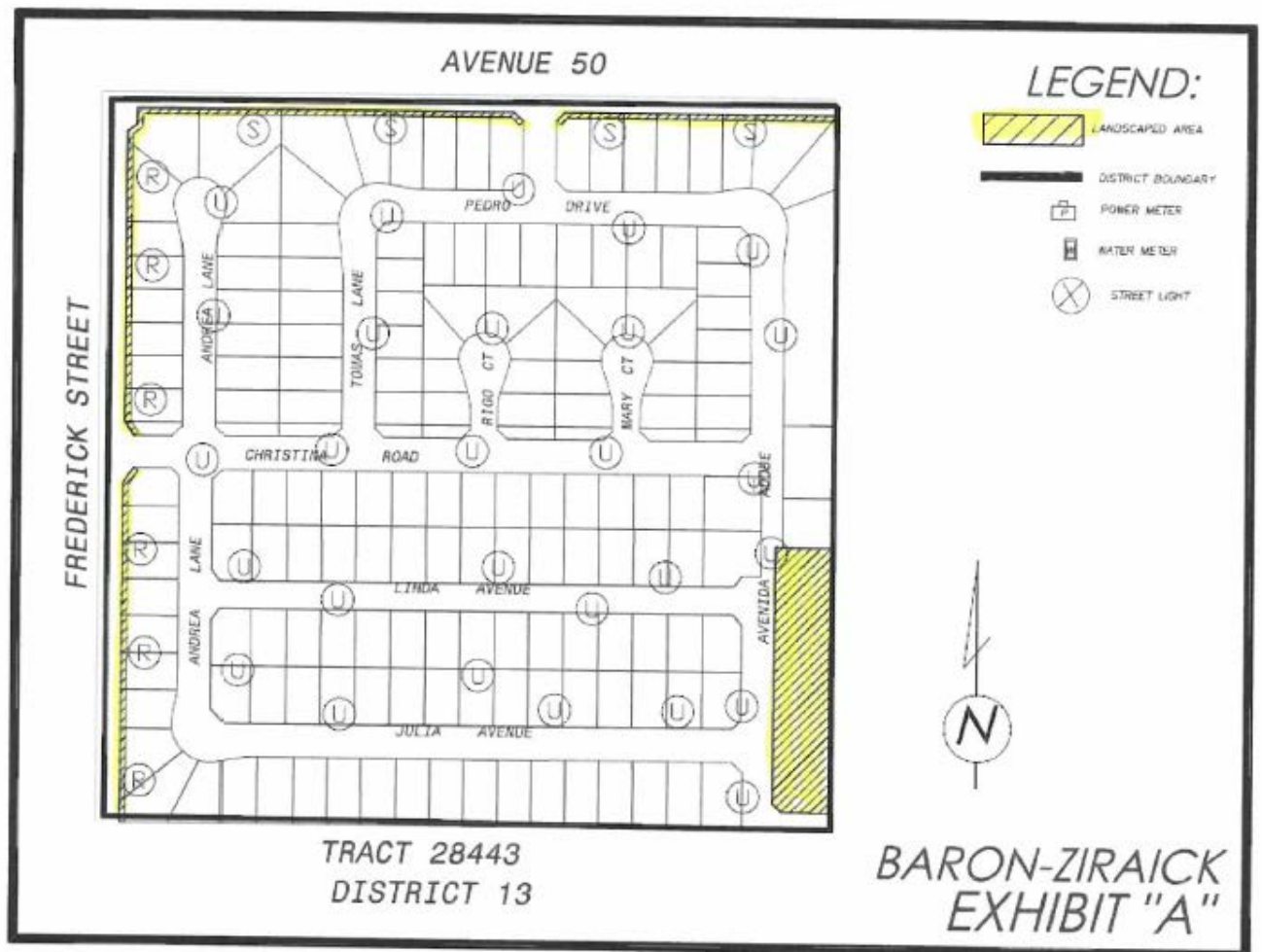


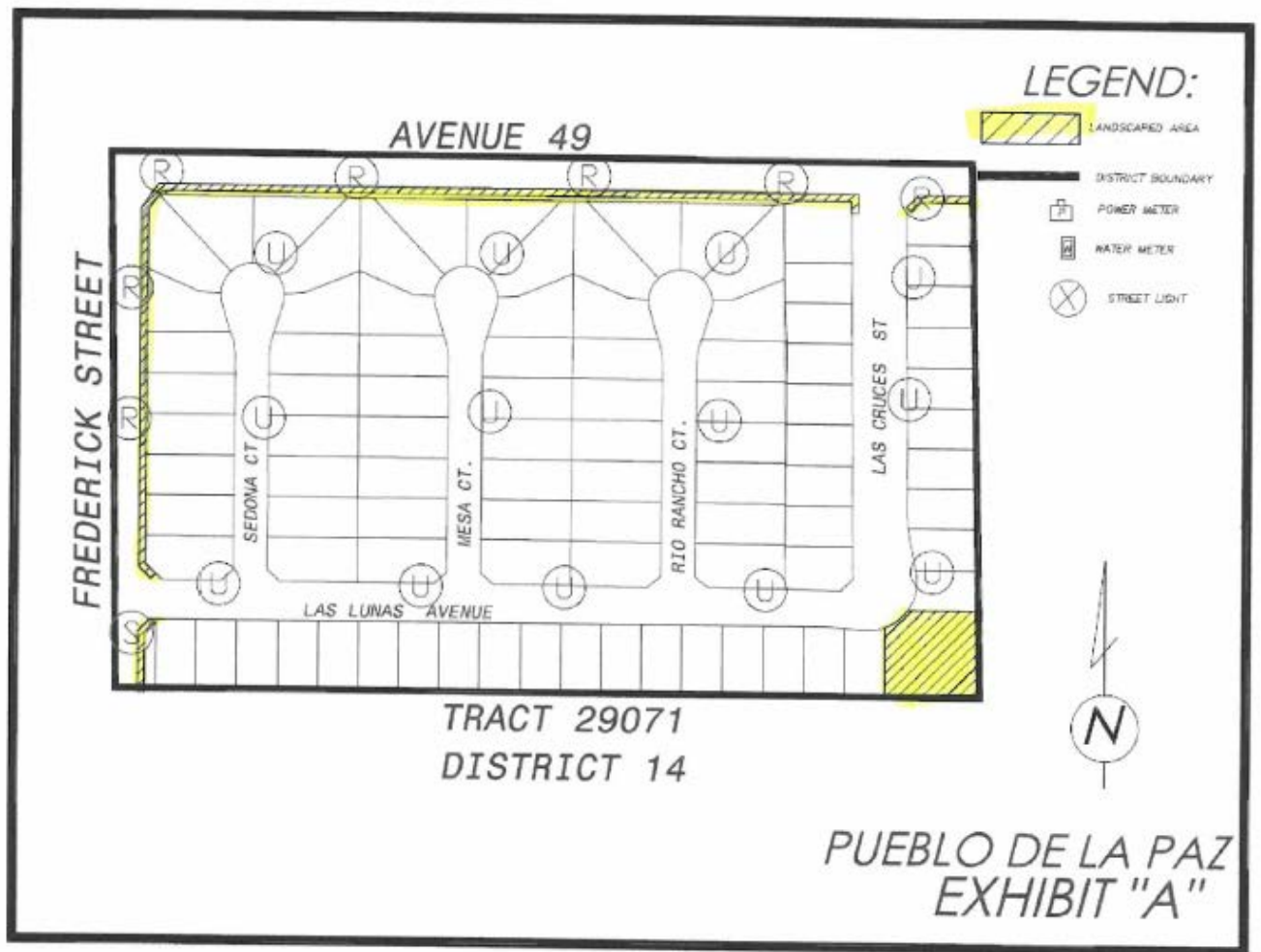


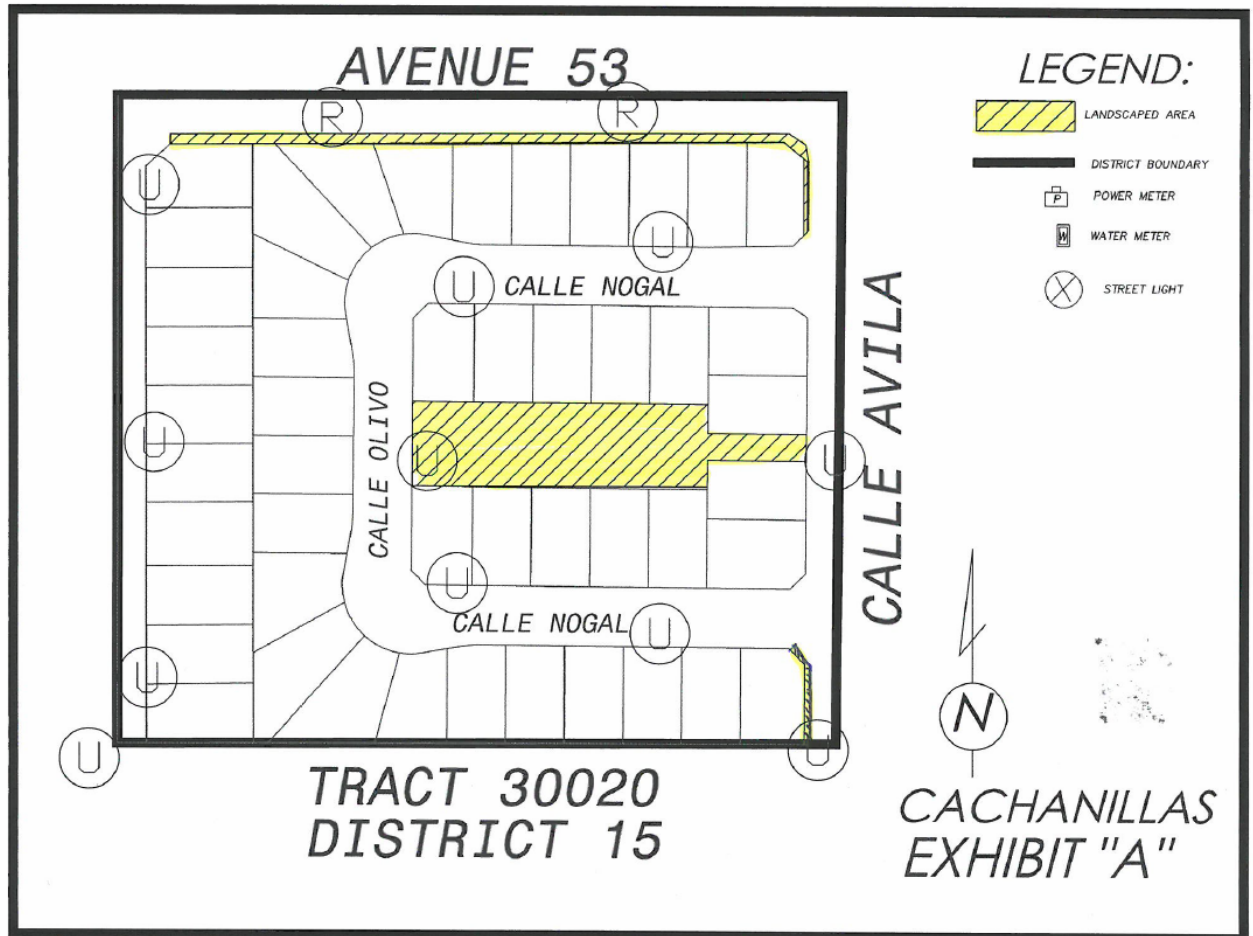


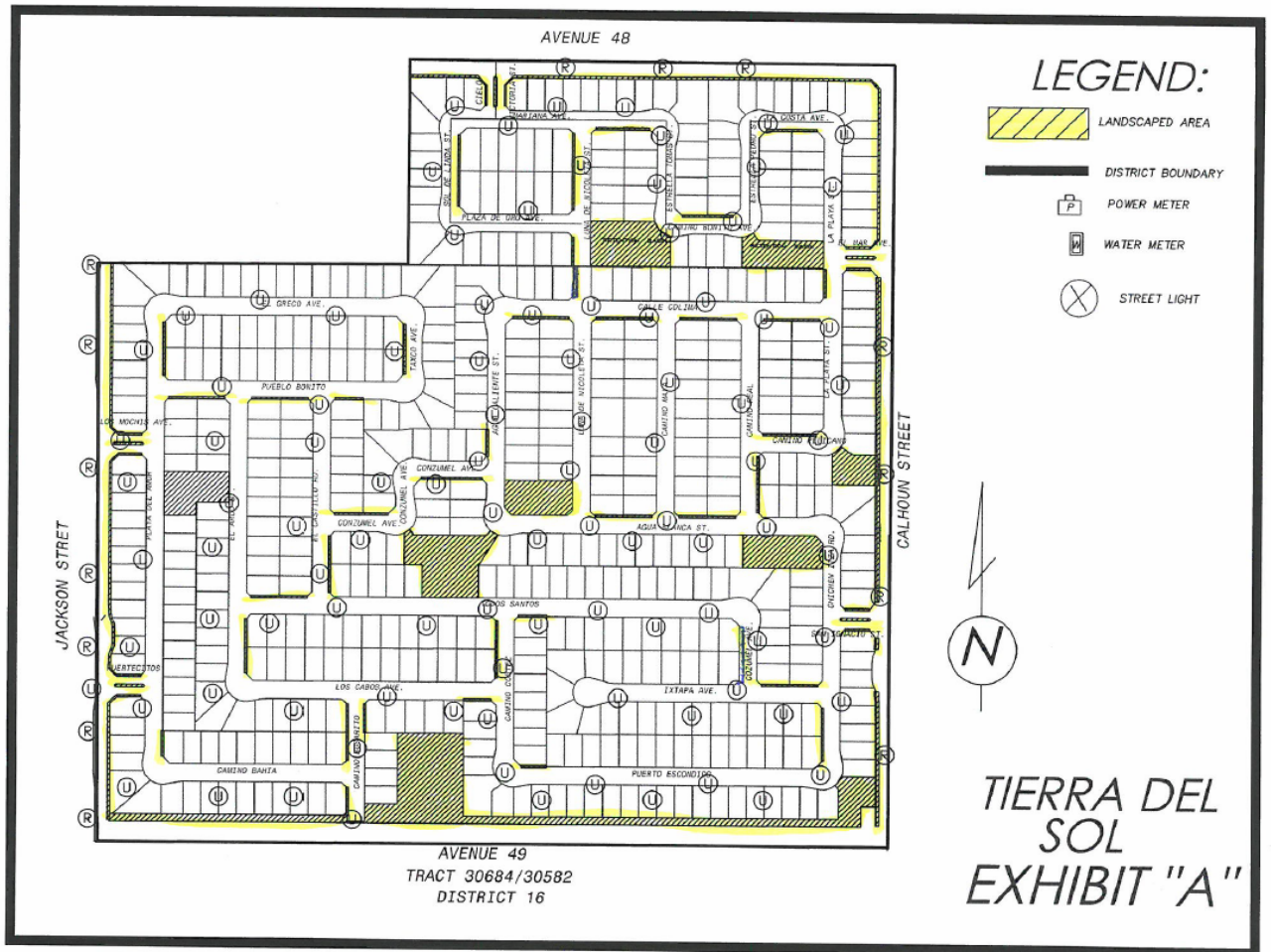


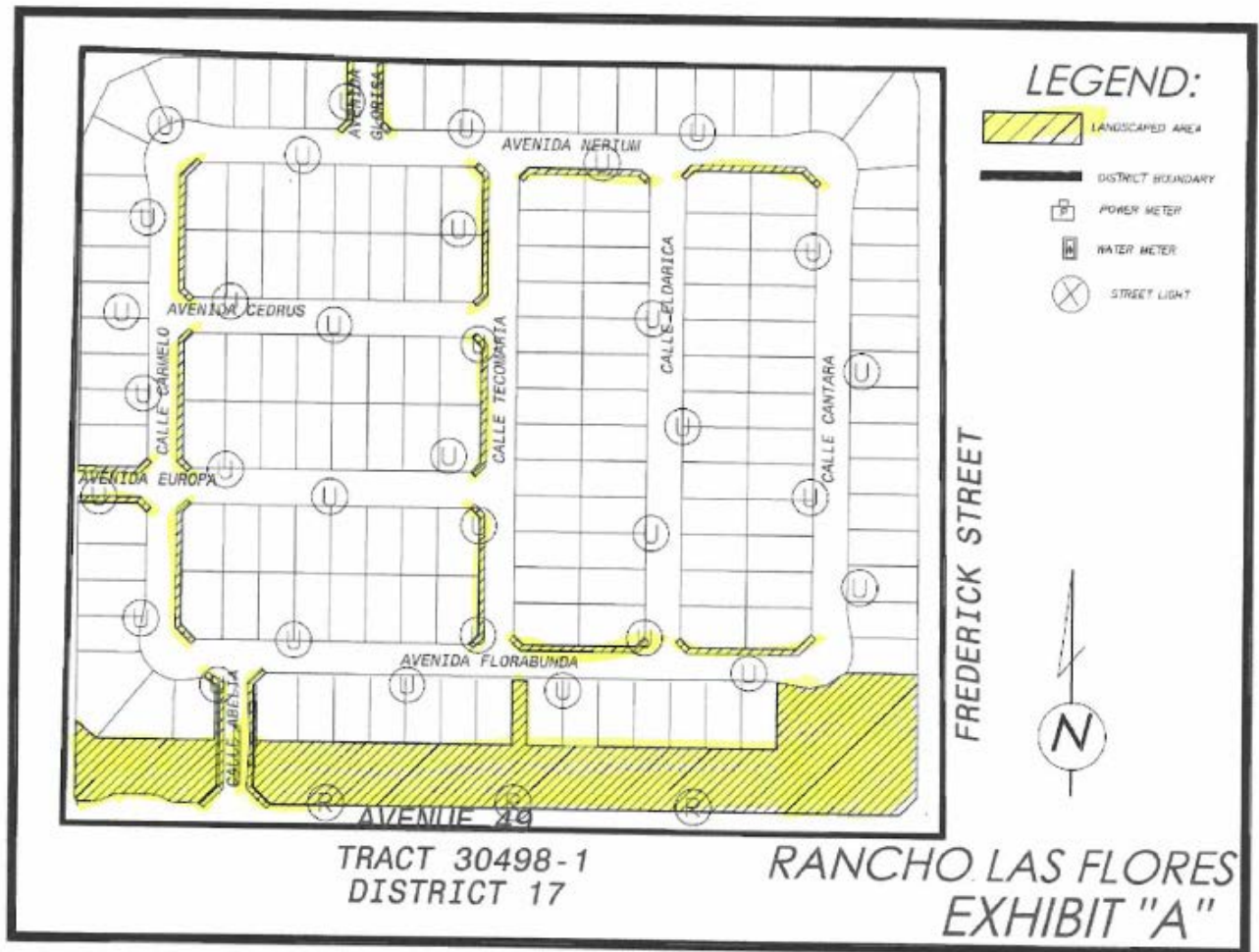


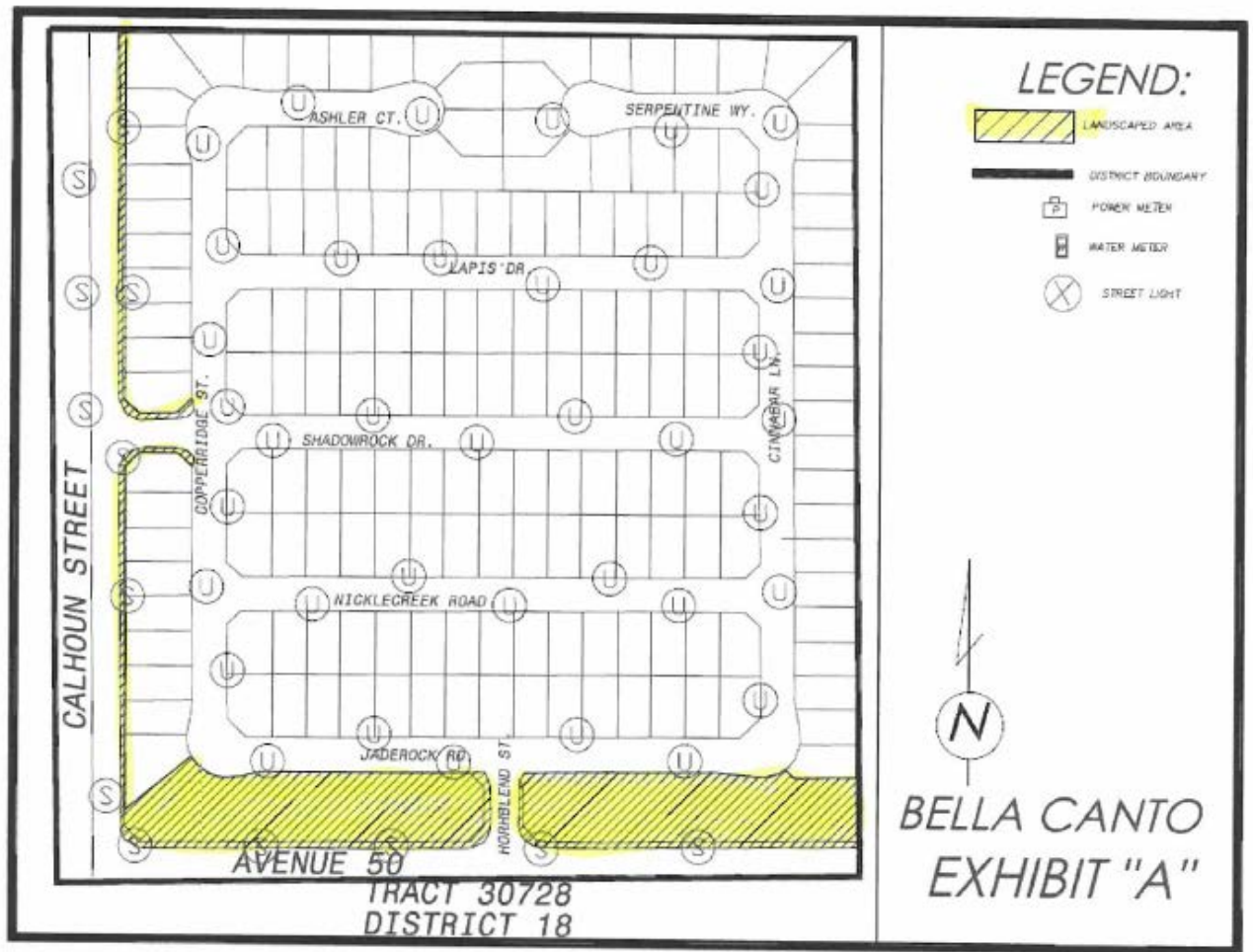


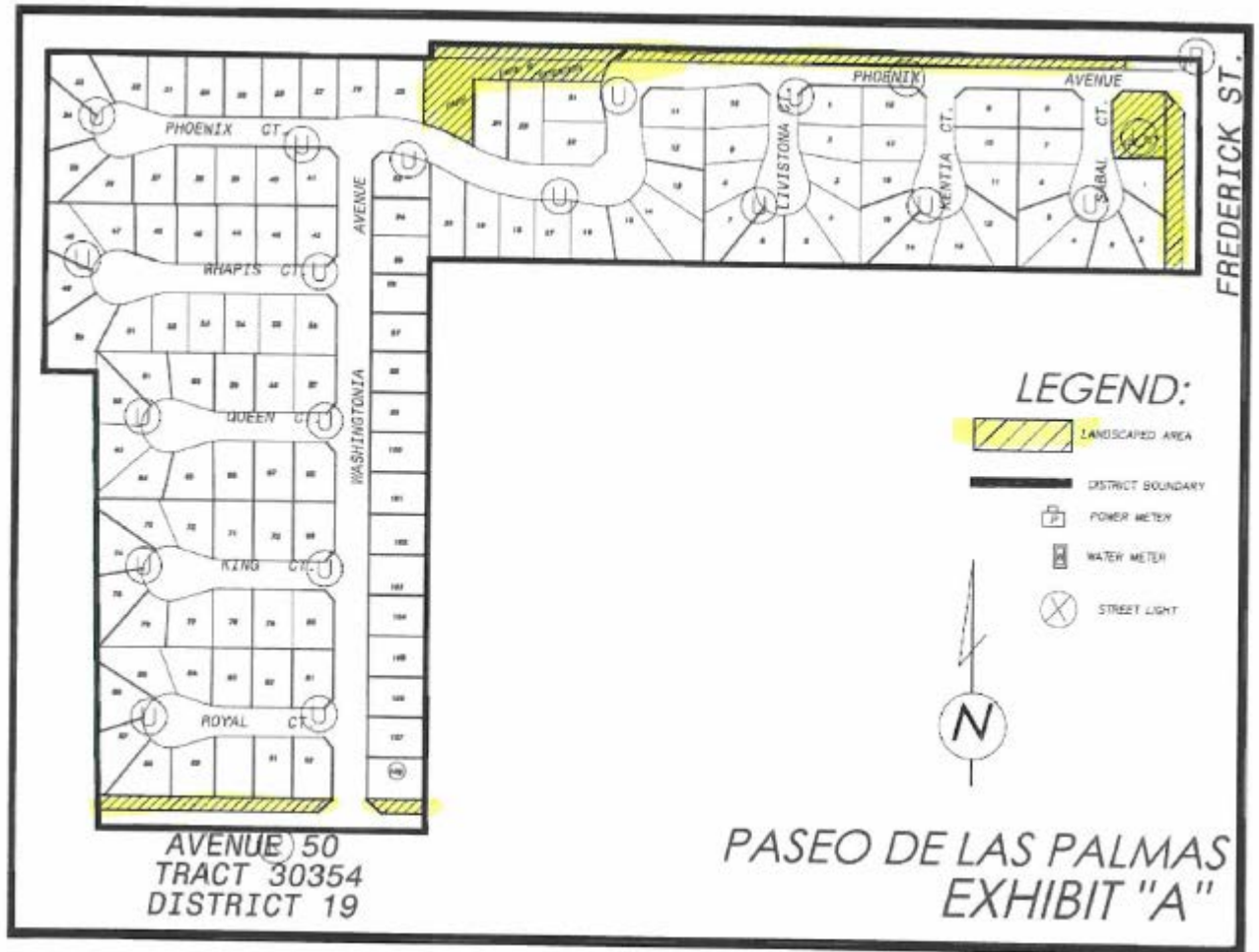


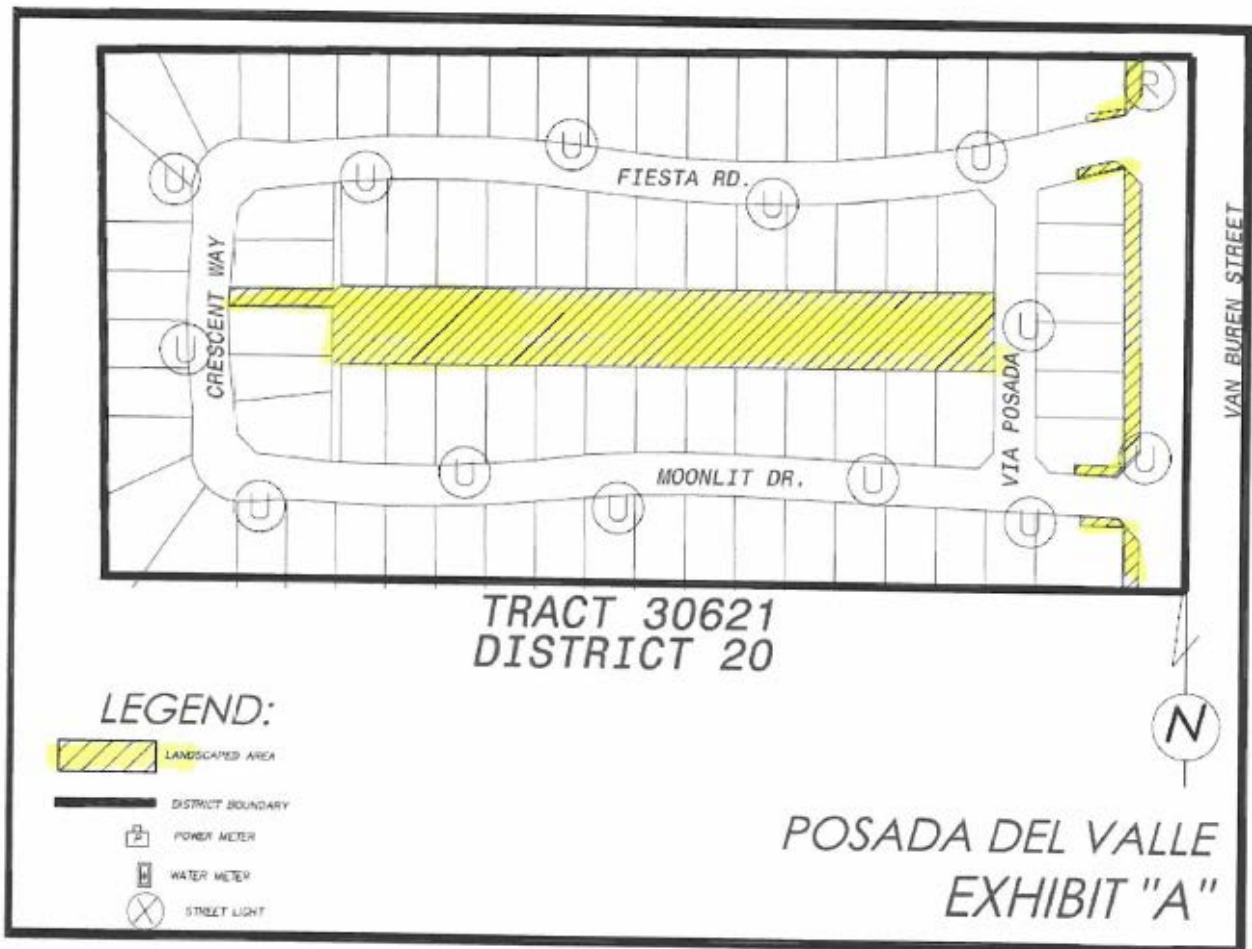


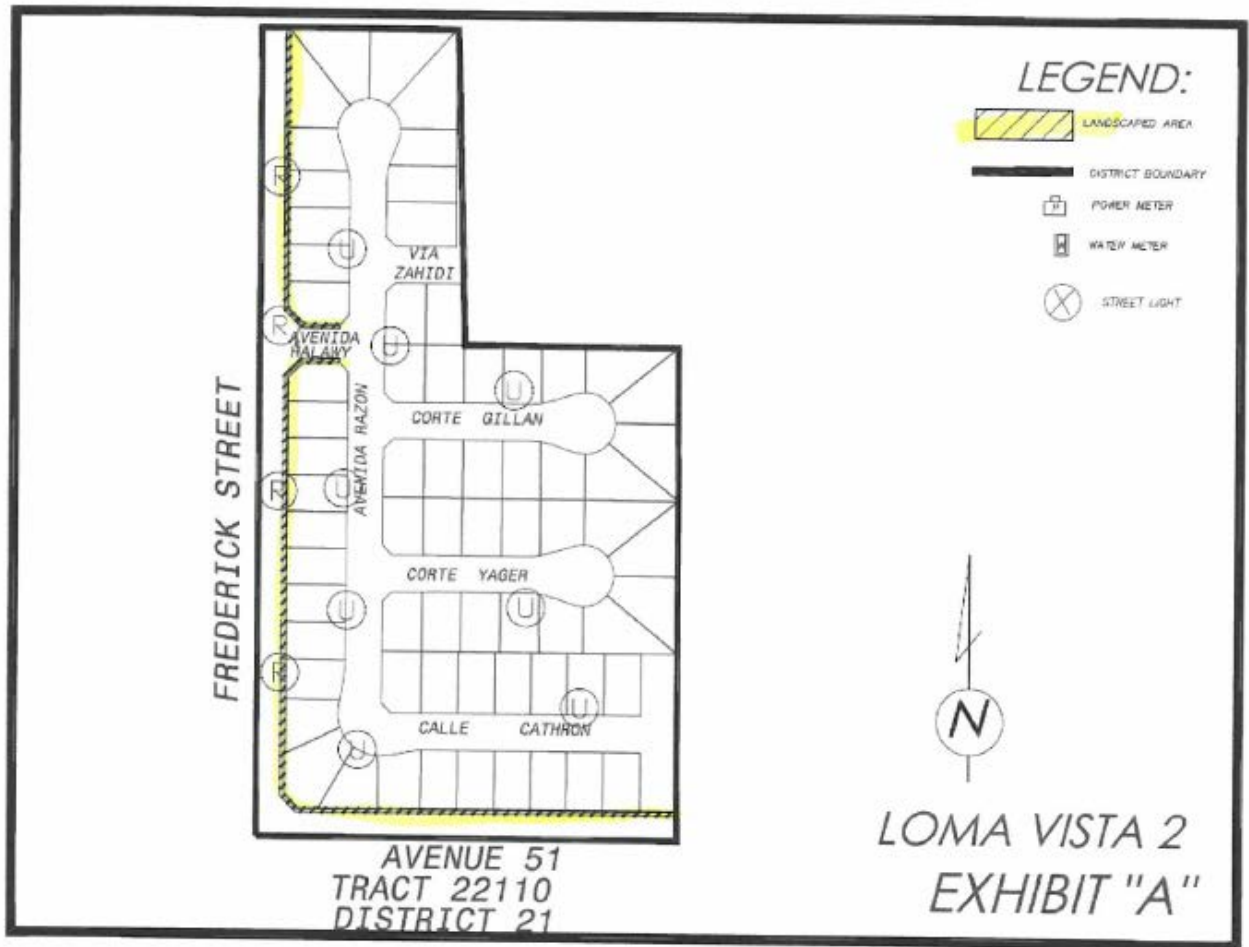


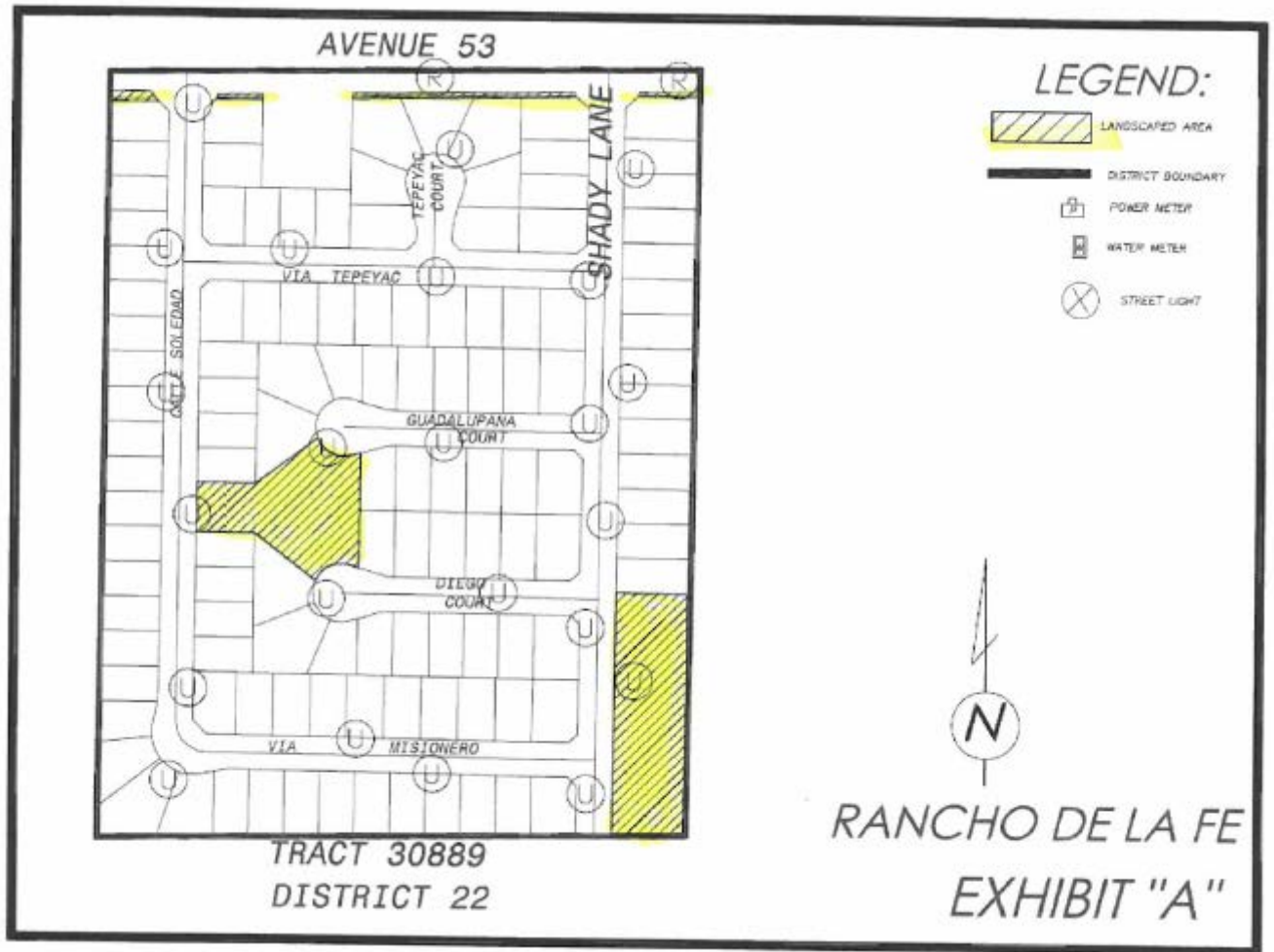


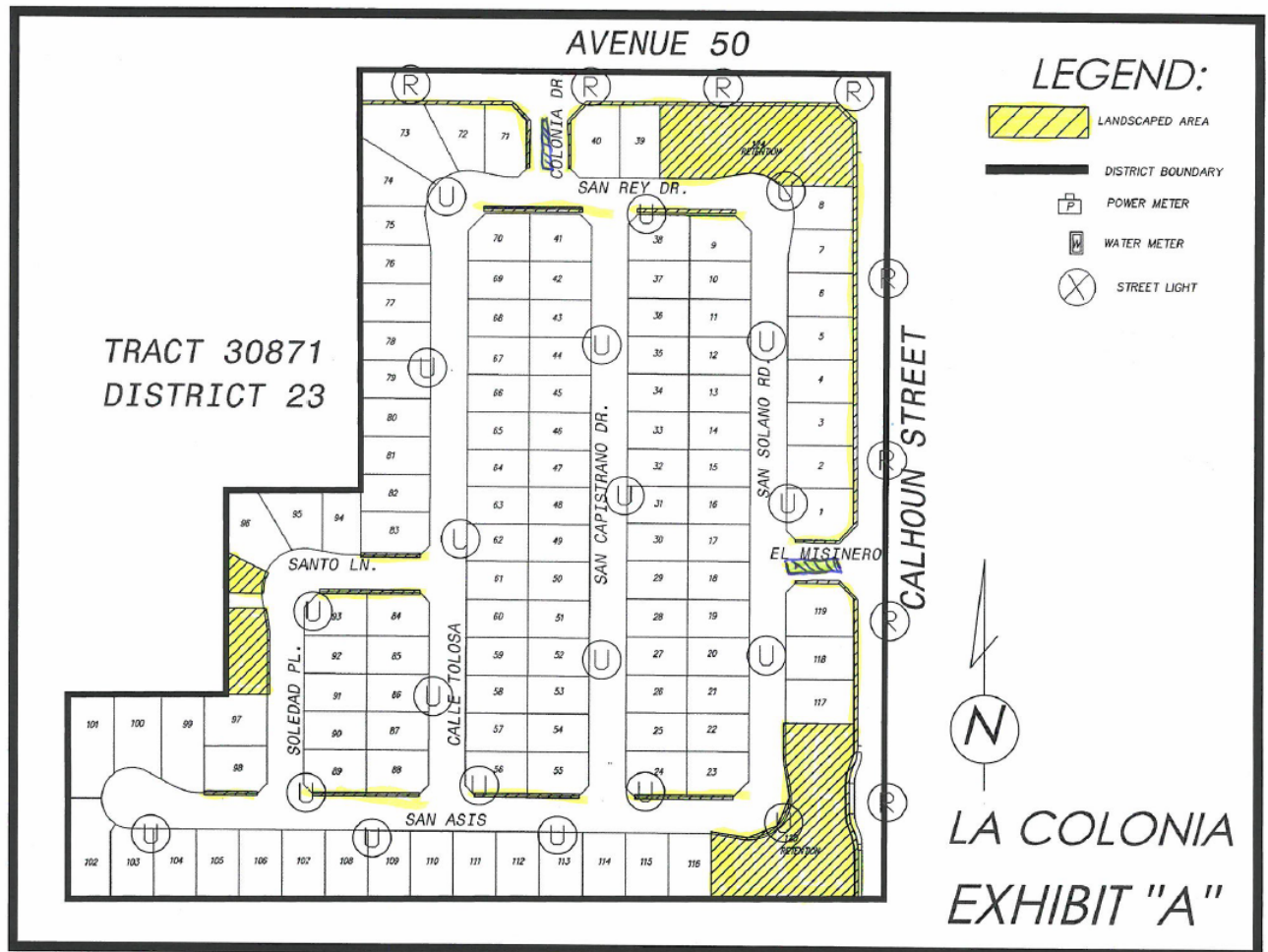


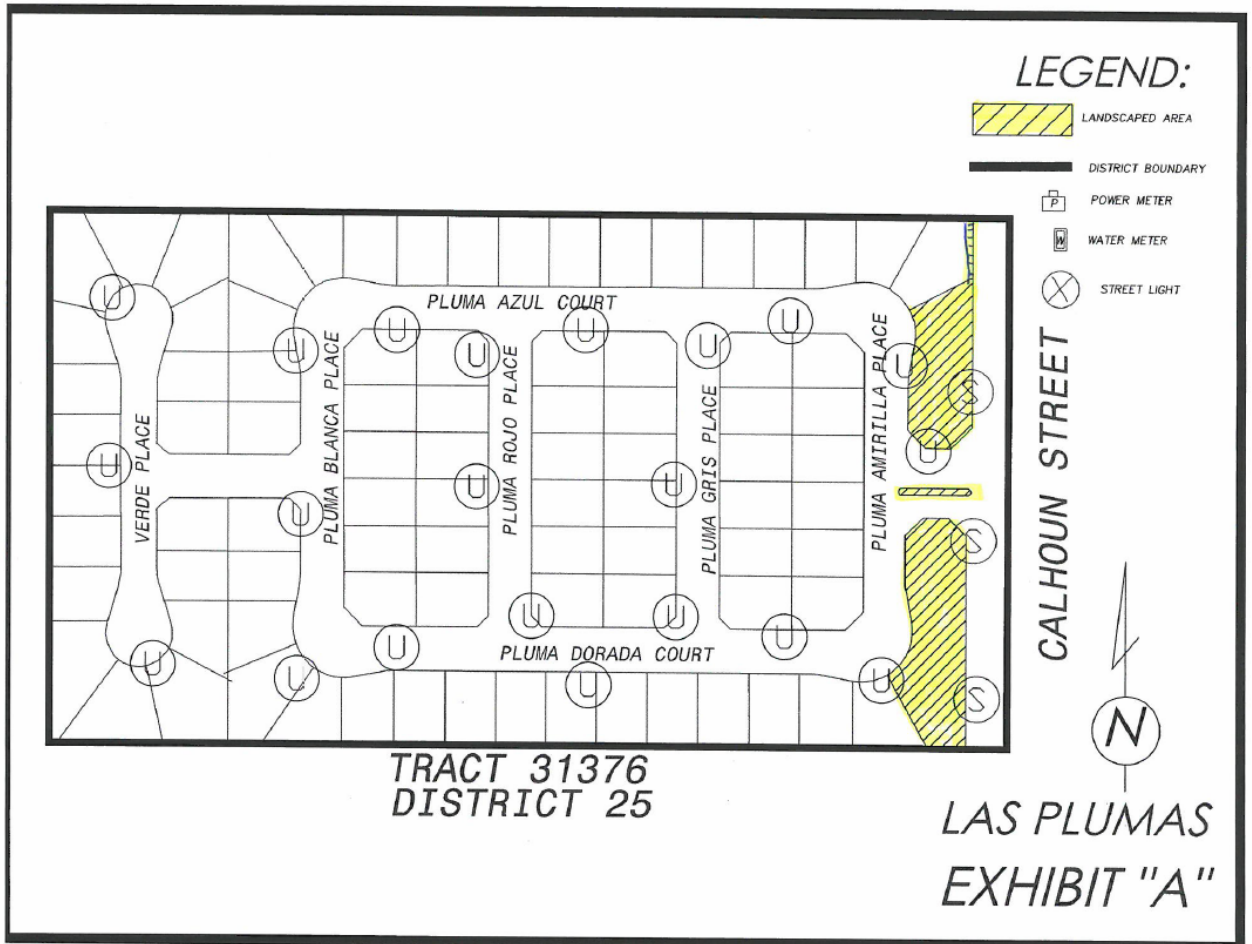


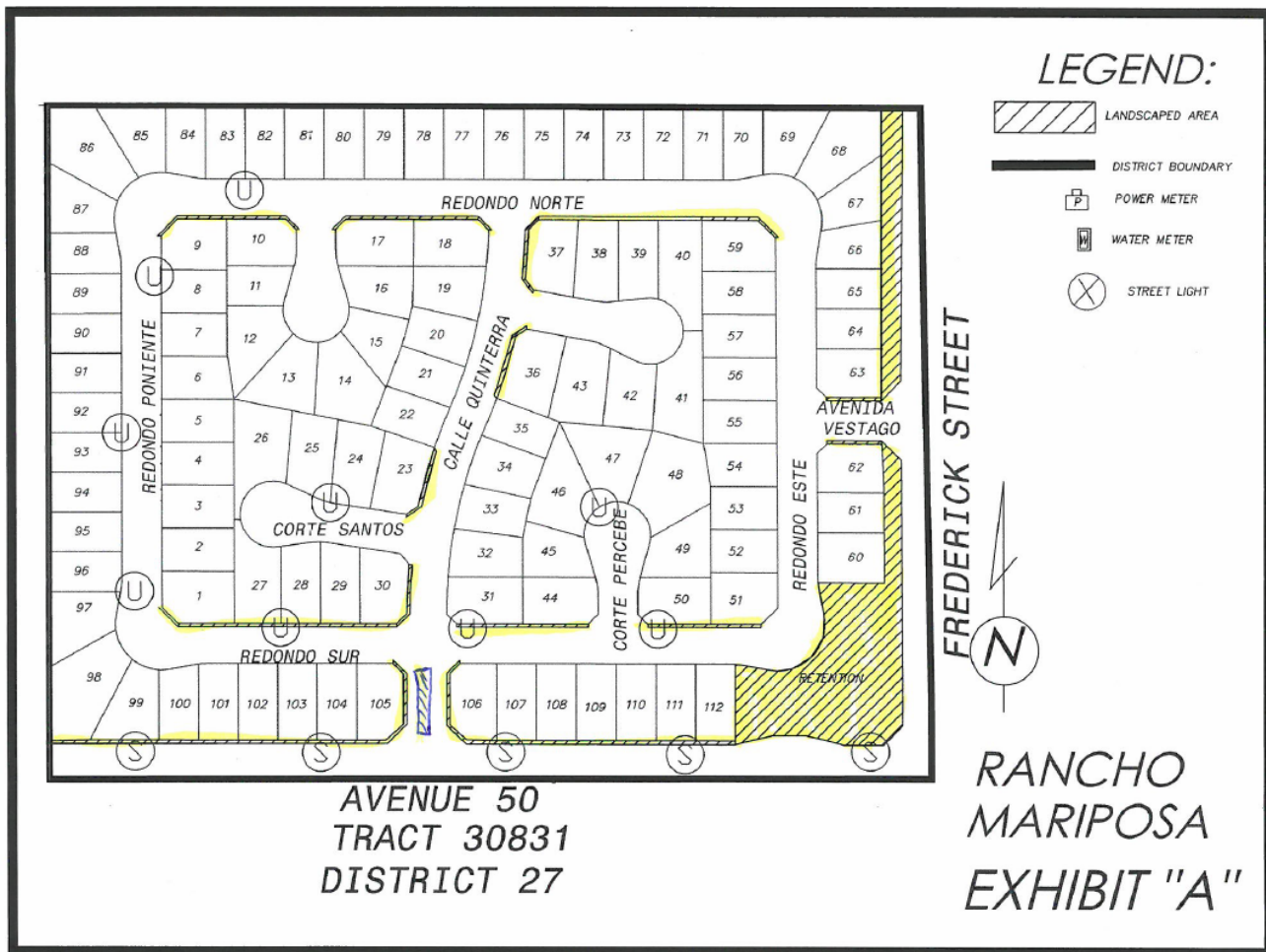


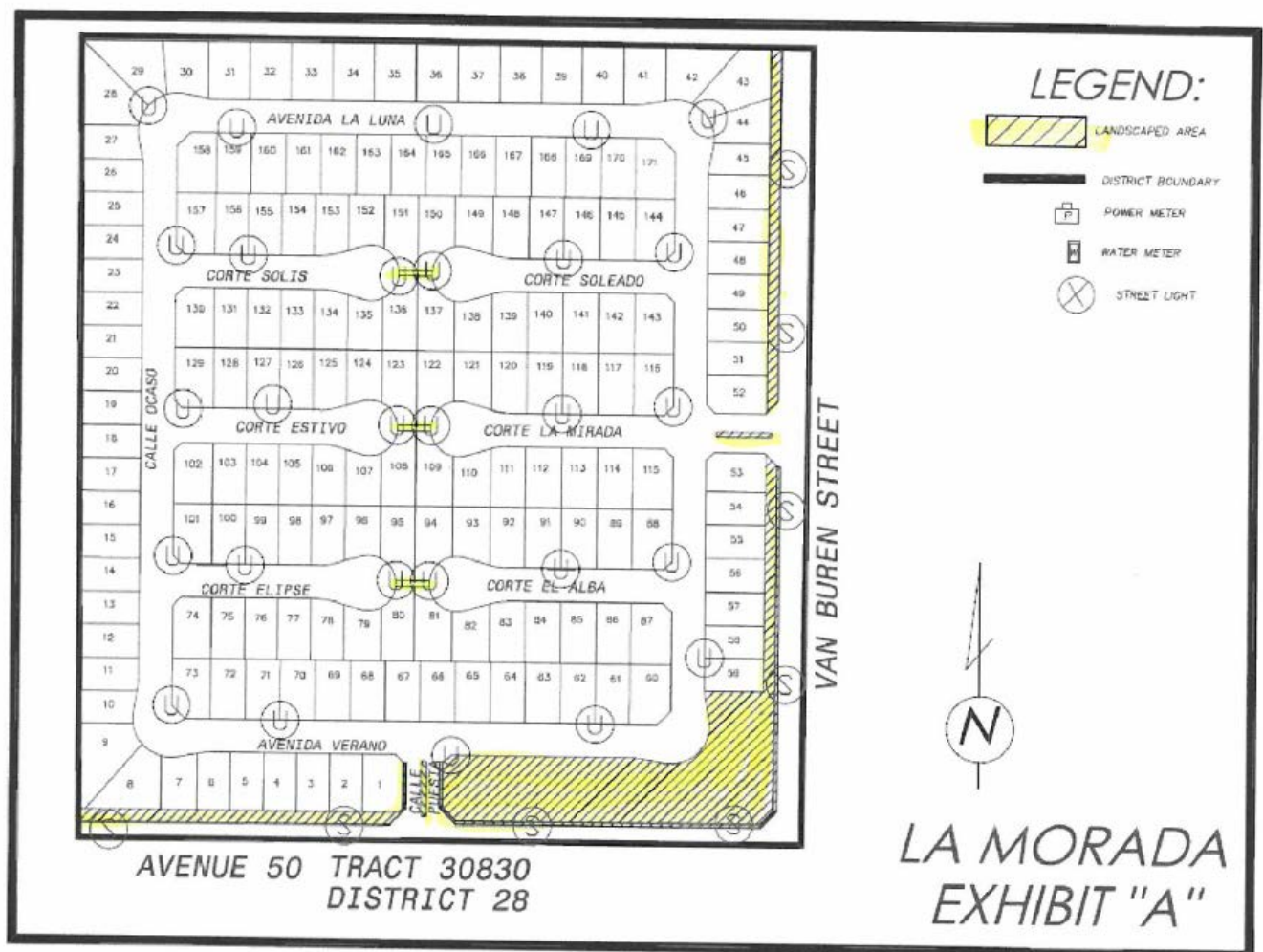


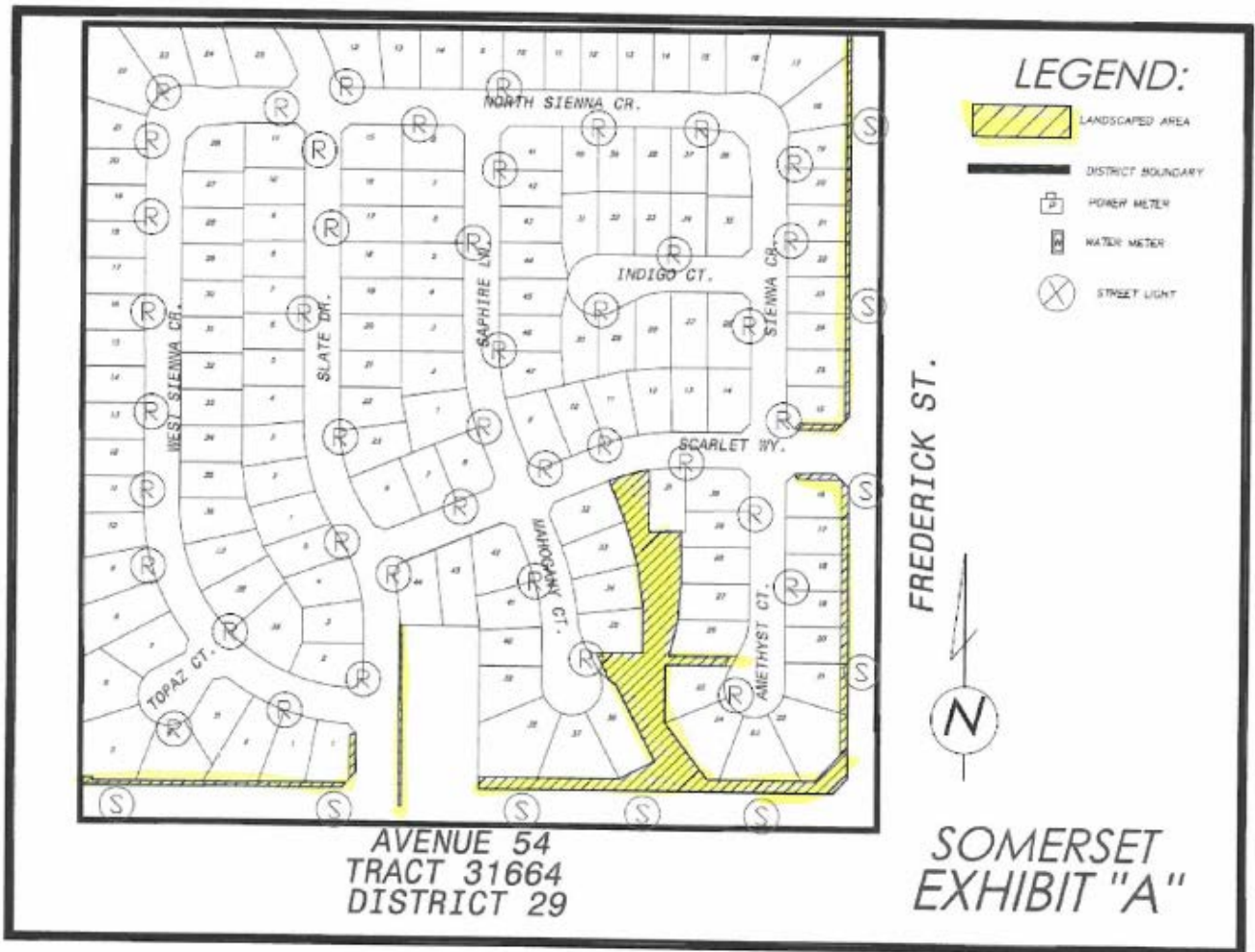


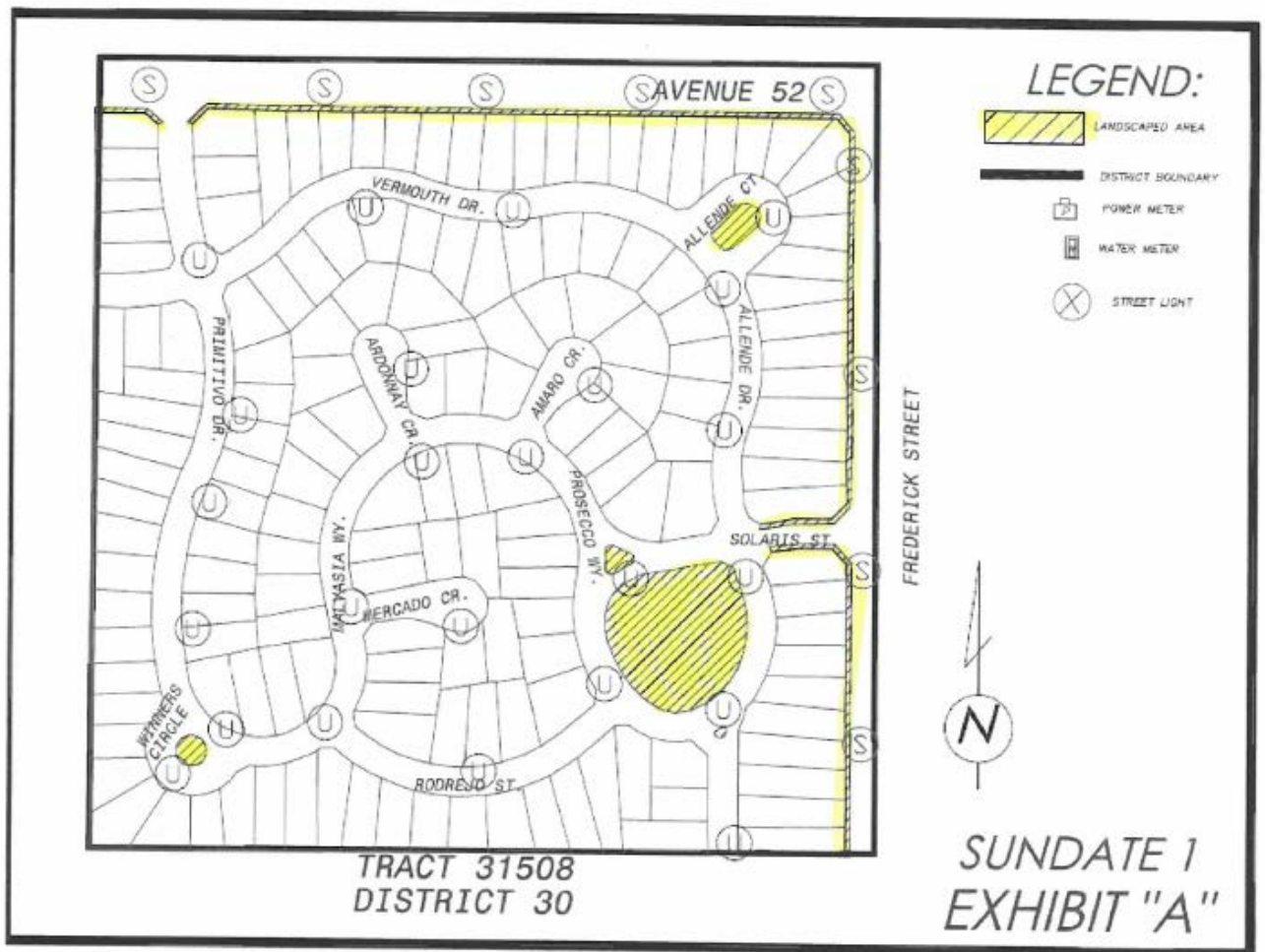


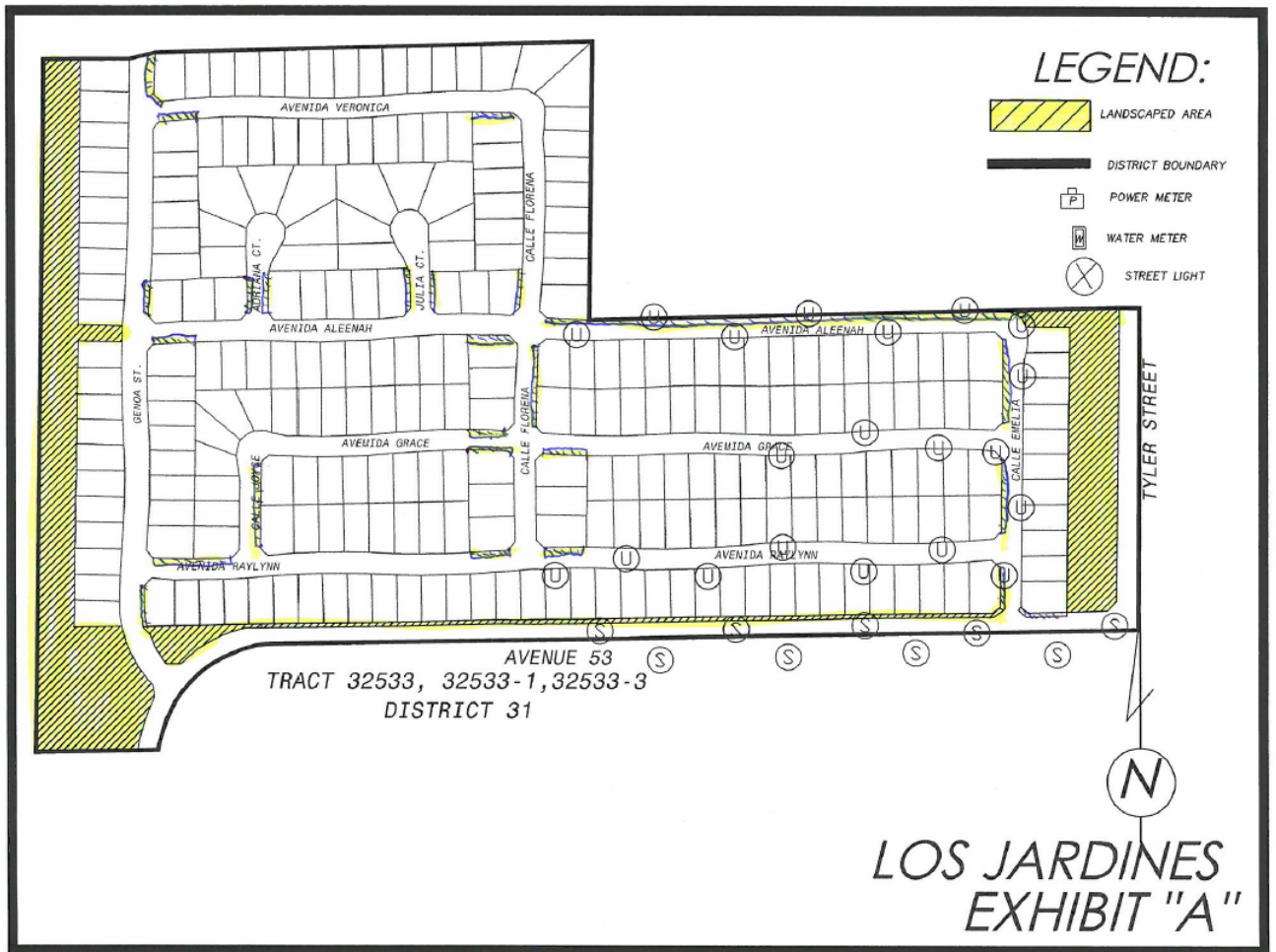


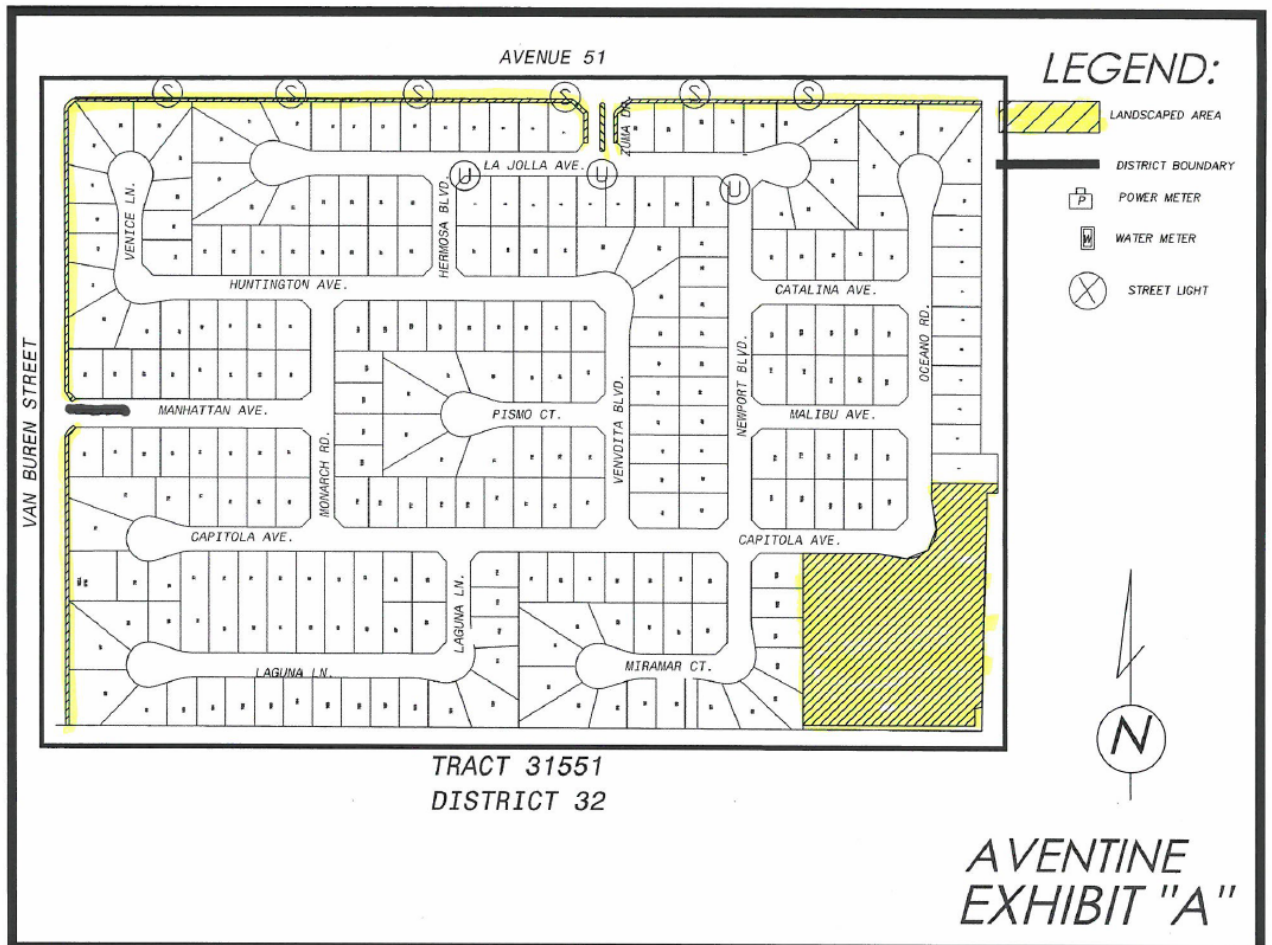


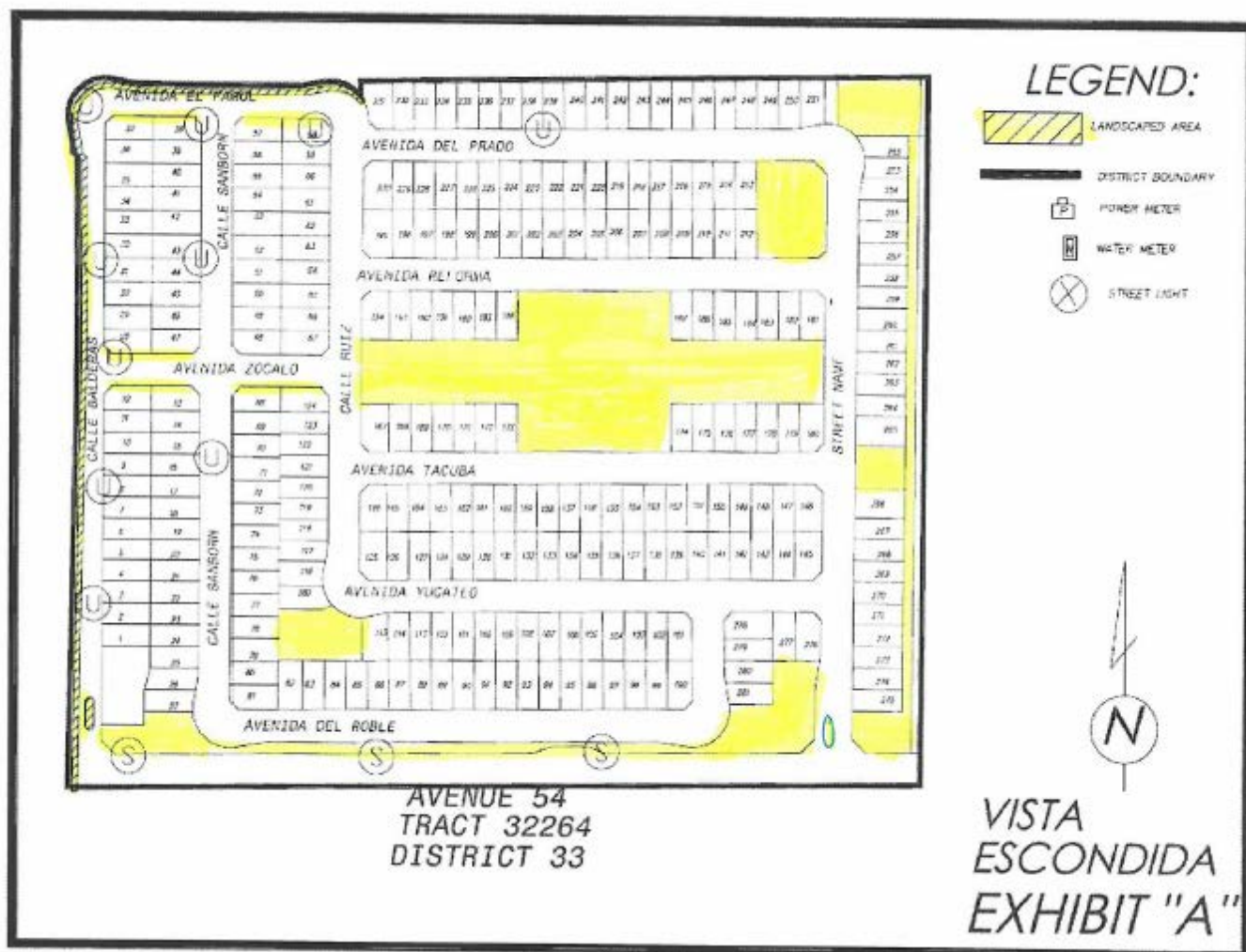


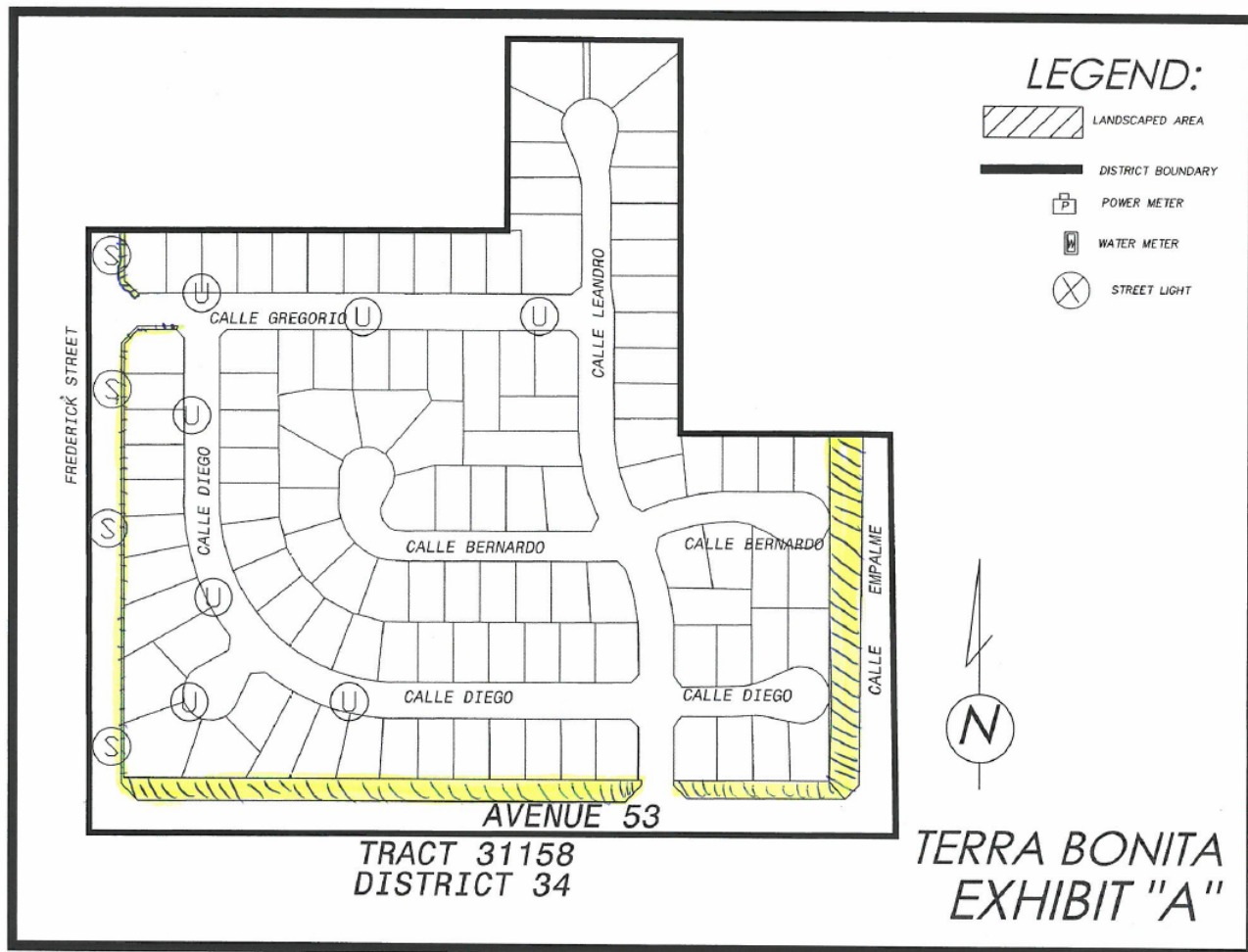

















AVENUE 53

LEGEND:

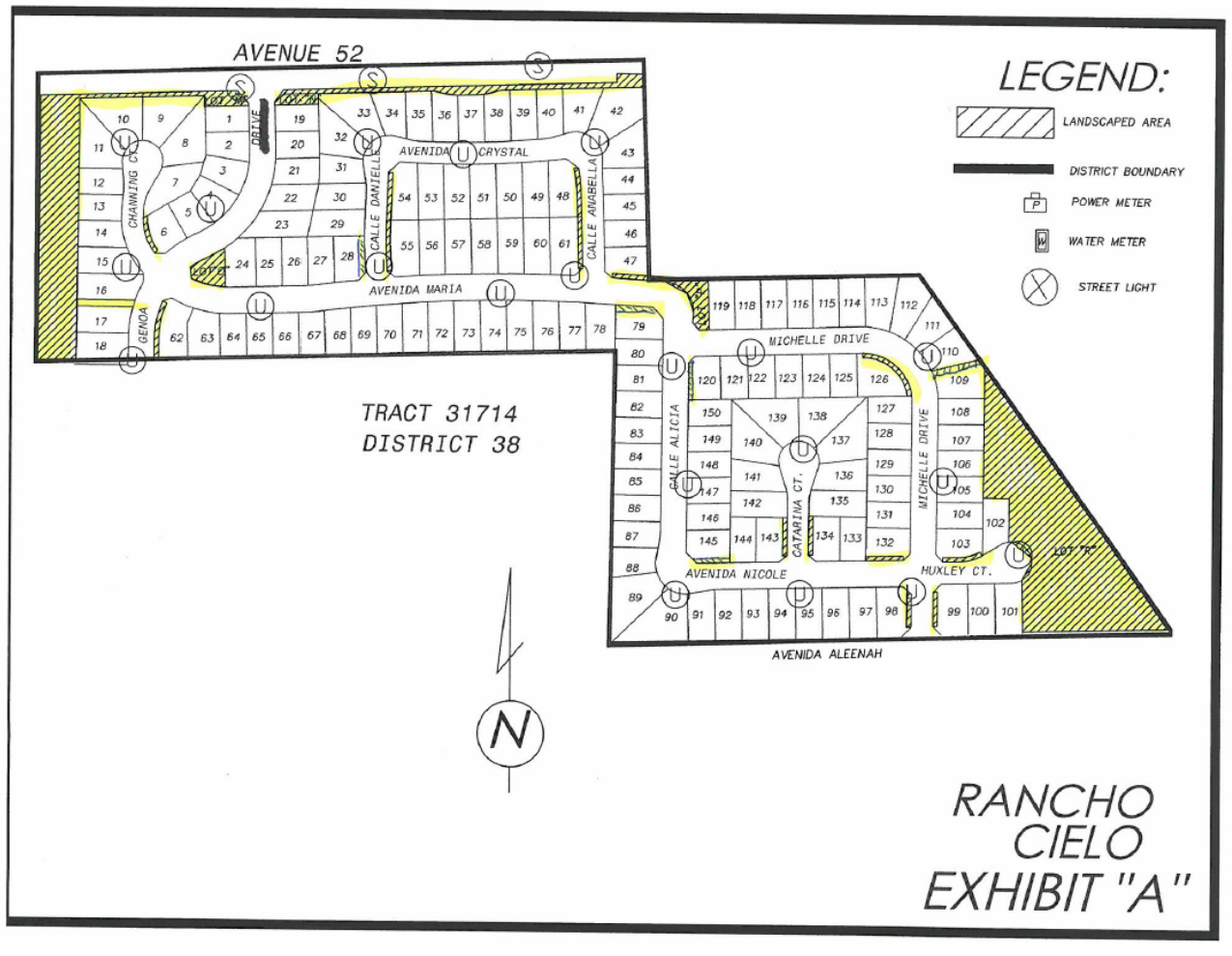
-  LANDSCAPED AREA
-  DISTRICT BOUNDARY
-  POWER METER
-  WATER METER
-  STREET LIGHT



DISTRICT 35
TRACT 31978



BELLISSIMA
EXHIBIT "A"



PROJECT SCHEDULE & REPORT FORMS

MONTHLY SCHEDULE SHEET

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

ANNUAL SCHEDULE SHEET

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