

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 770-3224**

**REQUEST FOR PROPOSALS
FOR
MIRAGE ESTATES PARKWAY LANDSCAPE REHABILITATION PROJECT, CP 13-290**

**ISSUED:
February 13, 2015**

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**CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR**

Mirage Estates Parkway Landscape Rehabilitation Project, CP 13-290

ANNOUNCEMENT:

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced landscape companies that will provide full-service landscape demolition and installation services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The work to be accomplished includes, in general terms, all aspects of demolition of the existing landscaping and installation of the new landscape, and shall be subject to the State of California prevailing wage laws (Labor Code Section 1770, *et seq.*).

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **2:00 P.M. on Tuesday, March 10, 2015**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR MIRAGE ESTATES PARKWAY LANDSCAPE REHABILITATION PROJECT, CP 13-290 - DO NOT OPEN WITH REGULAR MAIL.**" to:

The City of Rancho Mirage
Attn: Randy Viegas, Project Manager
69825 Highway 111
Rancho Mirage, California 92270

SCOPE OF SERVICES:

The selected firm shall provide to the City all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Location

East side of Bob Hope Drive, approximately 450 feet of parkway between Palm Crest Drive and just north of Palm Haven Drive.

Demo Work:

- Remove existing turf – Fusilade II spec'd to treat and eradicate turf. Contractor to provide Fusilade II, apply it, then dig out existing turf areas so no grass roots are remaining. Follow manufacturer's instructions on the product label.
- Remove existing nineteen (19) Date Palms, including root balls.
- Remove all existing irrigation – mainline, laterals, valves, controller, controller box, sprinklers, etc. to be removed entirely.
- Remove all existing electrical – conduits, wire, lights, etc. - to be removed entirely. Note: Existing lights are to be carefully removed and given to City's Project Manager for City to reuse elsewhere.

- Notes:

Whenever roots of existing trees are encountered during trenching operations, the contractor shall reroute mainline trenches. Do not cut roots over 1" in diameter. All cuts shall be a clean sharp cut. If trenching is required the contractor shall hand dig the trenches taking care not to damage roots. No mechanical trenching within the dripline of the existing tree will be allowed. Protect all roots exposed to sunlight with moist burlap until covered with soil.

Any excess soil accumulated during the demo work and new construction shall first be dispersed throughout the project site where needed. Any excess soil beyond that shall be exported off project site and legally disposed of at contractor's expense. In the unlikely event that import dirt is needed, Contractor shall provide the additional dirt and be paid from the Contractor's bid amount.

New Installation (Contractor to provide material and installation):

- DG
- Electrical System – conduit, wire, photocell, new KIM L.E.D. lights (including posts and shields). KIM lights details below:
 - Lights model – EL218F5 / 8L3KUV, color BL (black)
 - Fixed hood – FH215BL (black)
 - City's supplier is Newport Supply in Palm Springs, CA, 760-778-4253. The supplier to be used is the Contractor's choice.
- Shrubs (quantity – 100, 5 gal.):
 - Torch Glow Bougainvillea (qty. 25)
 - Barrel Cactus (qty. 25)
 - Lantana "New Gold" (qty. 25)
 - Callistemon Citrinus (qty. 25)
- 24" Mediterranean Fan Palms (quantity – 19, 24" box)
- Soil prep
- Irrigation System – conduit, emitters, bubblers, risers, wire, controller, controller enclosure. Note: After existing controller and enclosure are removed from house-side of wall, move location to street-side of wall and install new controller and controller enclosure (StrongBox SB-24SSW).
- Irrigation material:
 - Rainbird 1402 bubblers
 - Rainbird Xeri-Bug threaded emitters
 - Rainbird XCZ-100-PRB-COM drip control kit
 - Toro FCH-H-FIPT flush valve
 - Rainbird 33DRC Brass Quick Coupler valve
 - Nibco T-FP-600 ball valve
 - Master valve – Griswold 2000 1"
 - Rainbird FS100B flow sensor
 - Rainbird ESPLXMEF controller. Station count is six (6).
 - Rainbird IQ3G-USA communication card.

Special Instructions:

- Contractor shall submit a sketch of proposed layout prior to commencement of work.
- Contractor to submit material submittals (for all material to be used on project) to the City for their review.
- 90-day maintenance period – to begin immediately after City's Project Manager has approved the end of the construction phase.
- Encroachment permit fee to be applied for and secured by Contractor prior to commencement of work. Fee to be \$2,000.00.
- Demo material that can be recycled shall be recycled – Contractor to pay for all MSW and recycling fees.
- Traffic control – before construction activity commences, Contractor shall submit a traffic control plan following the latest W.A.T.C.H. manual.
- Existing utilities to be protected in place, including two (2) Time Warner Cable boxes.
- Red ants in project area to be treated.
- Existing trees (except the date palm trees that will be removed) and existing shrubs are to be protected in place, and be irrigated during project.
- New irrigation shall include a series of emitters with a suitable volume of water located near the dripline of each tree.
- Lights are to be positioned such that they illuminate the Mirage Estates lettering and trees throughout the project area.
- Existing walls to be protected in place.
- Due to the fact that this is a prevailing wage project, certified payroll reports from both the Contractor and his subcontractors shall be submitted with each progress invoice.
- New irrigation, electrical and palms to be guaranteed for one (1) year.

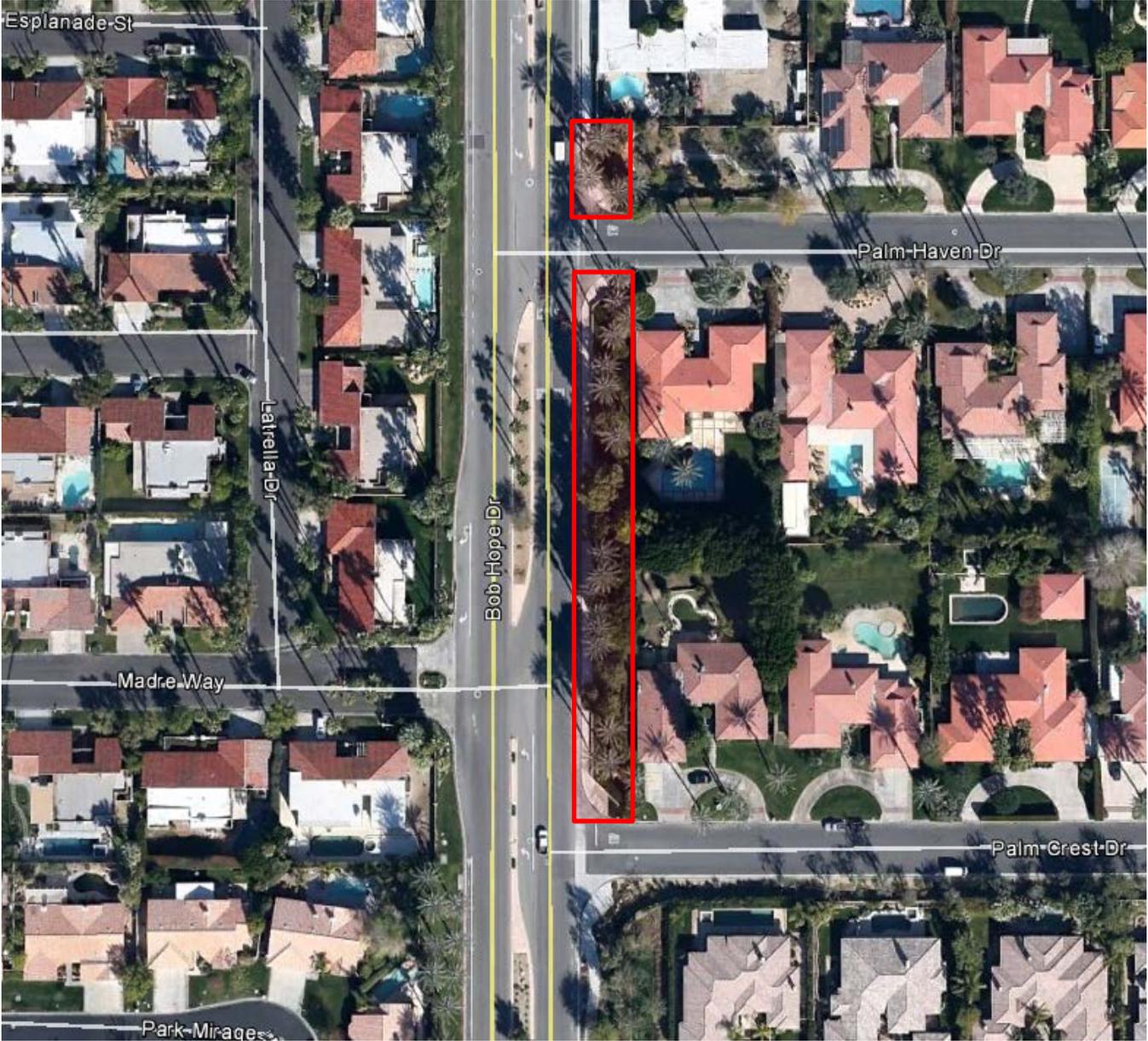
Schedule:

Duration – 30 calendar days for construction phase, which includes turf eradication period and removal, which cannot start until Bermuda is no longer dormant – early to mid-April 2015 to May 2015. Schedule includes a 90 calendar day maintenance period immediately following construction phase.

ATTACHMENTS

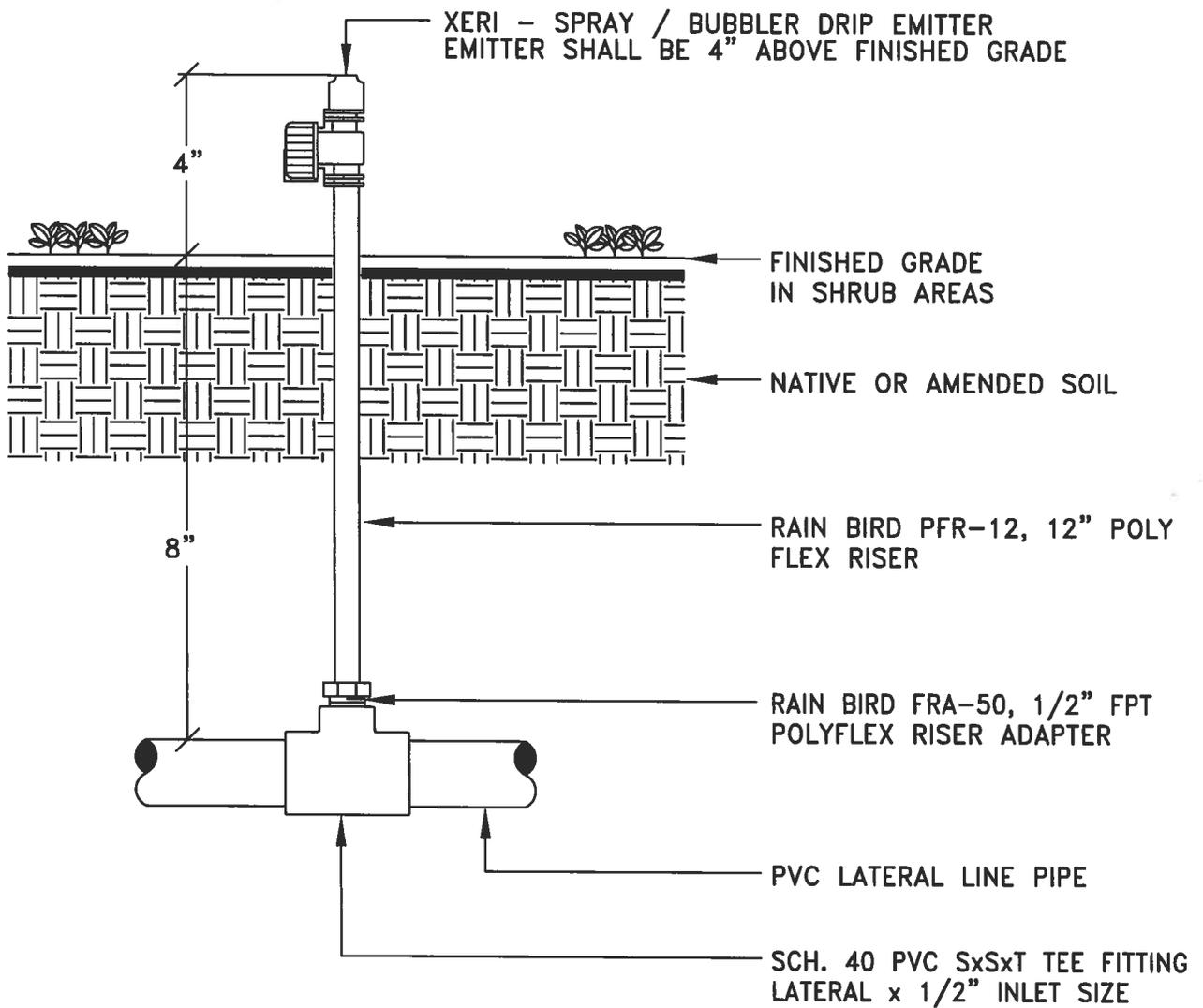
**Attachment 1
AERIAL VIEW OF PROJECT LOCATION
SEE ATTACHED**

Mirage Estates Parkway Landscape
Rehabilitation Project
CP 13-290



Attachment 2
LANDSCAPE SPECIFICATIONS

See Attached



SECTION VIEW - N.T.S.

NOTES:

USE TEFLON TAPE ON ALL PVC TO PVC THREADED RISER FITTINGS.

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CITY OF RANCHO MIRAGE

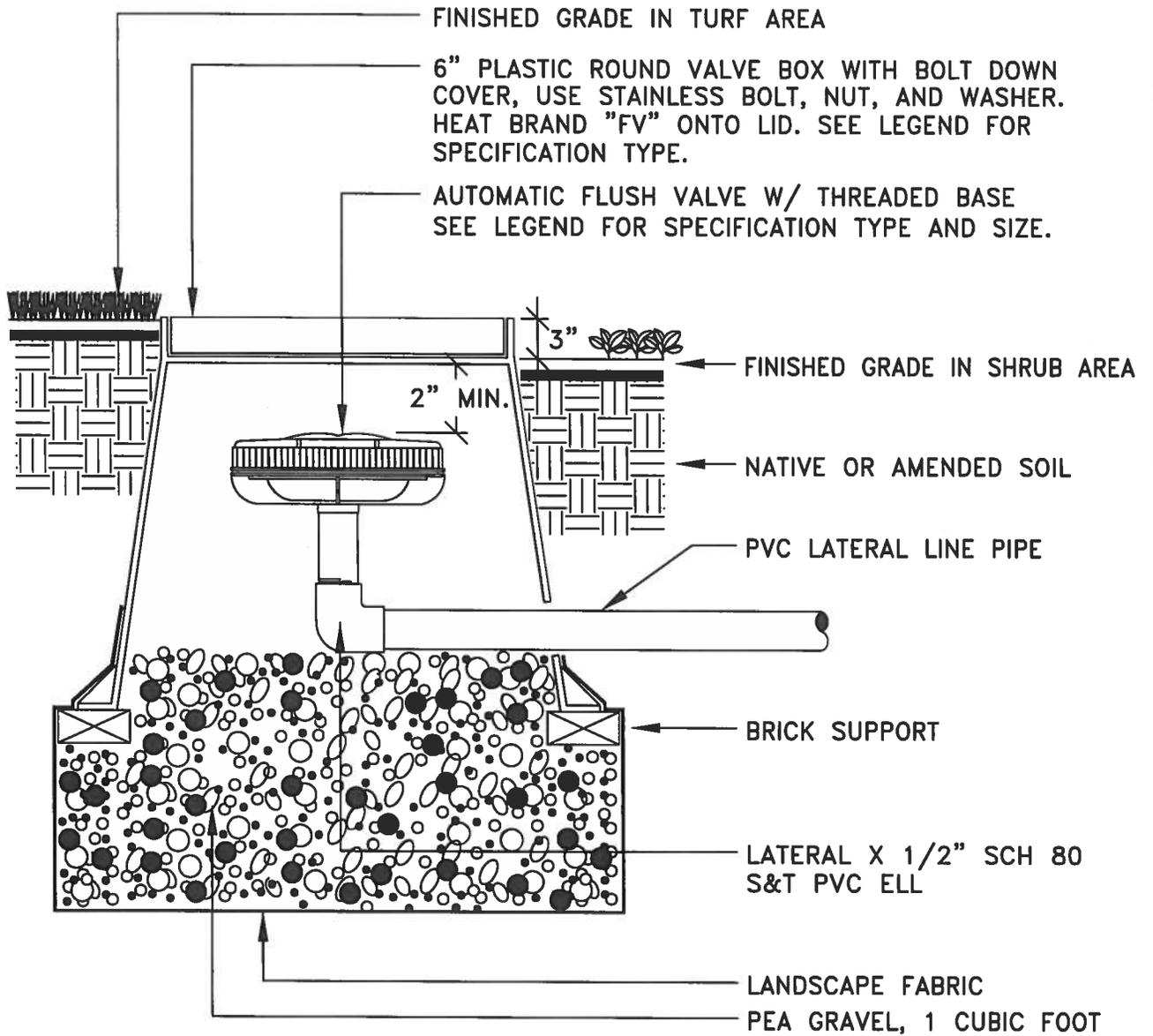


CITY OF RANCHO MIRAGE

NO SCALE

**DRIP EMITTER INSTALLED
ON POLY FLEX RISER**

IRR008



SECTION VIEW - N.T.S.

NOTE:

USE TEFLON TAPE ON ALL PVC TO PVC THREADED RISER FITTINGS.

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CITY OF RANCHO MIRAGE

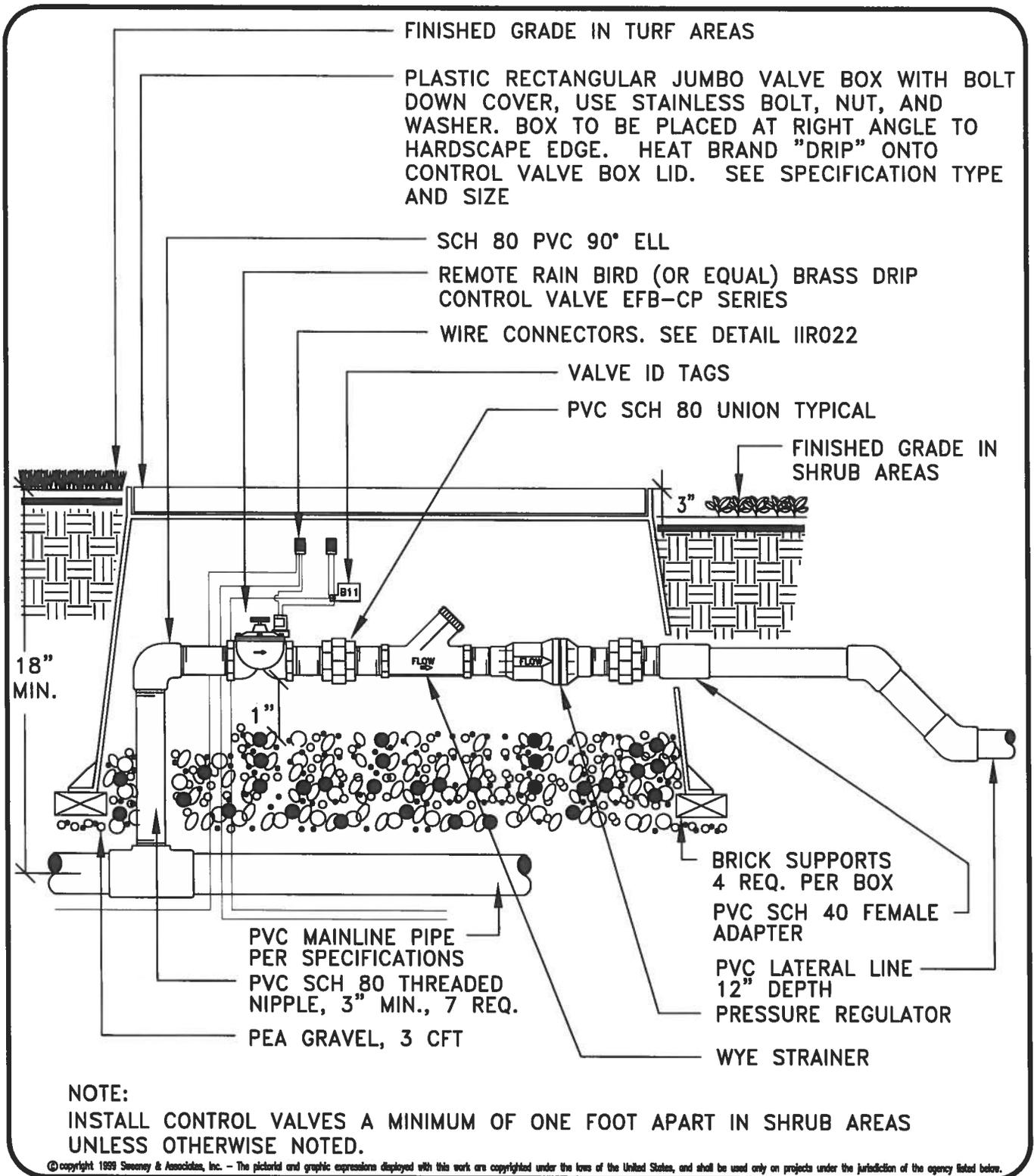


CITY OF RANCHO MIRAGE

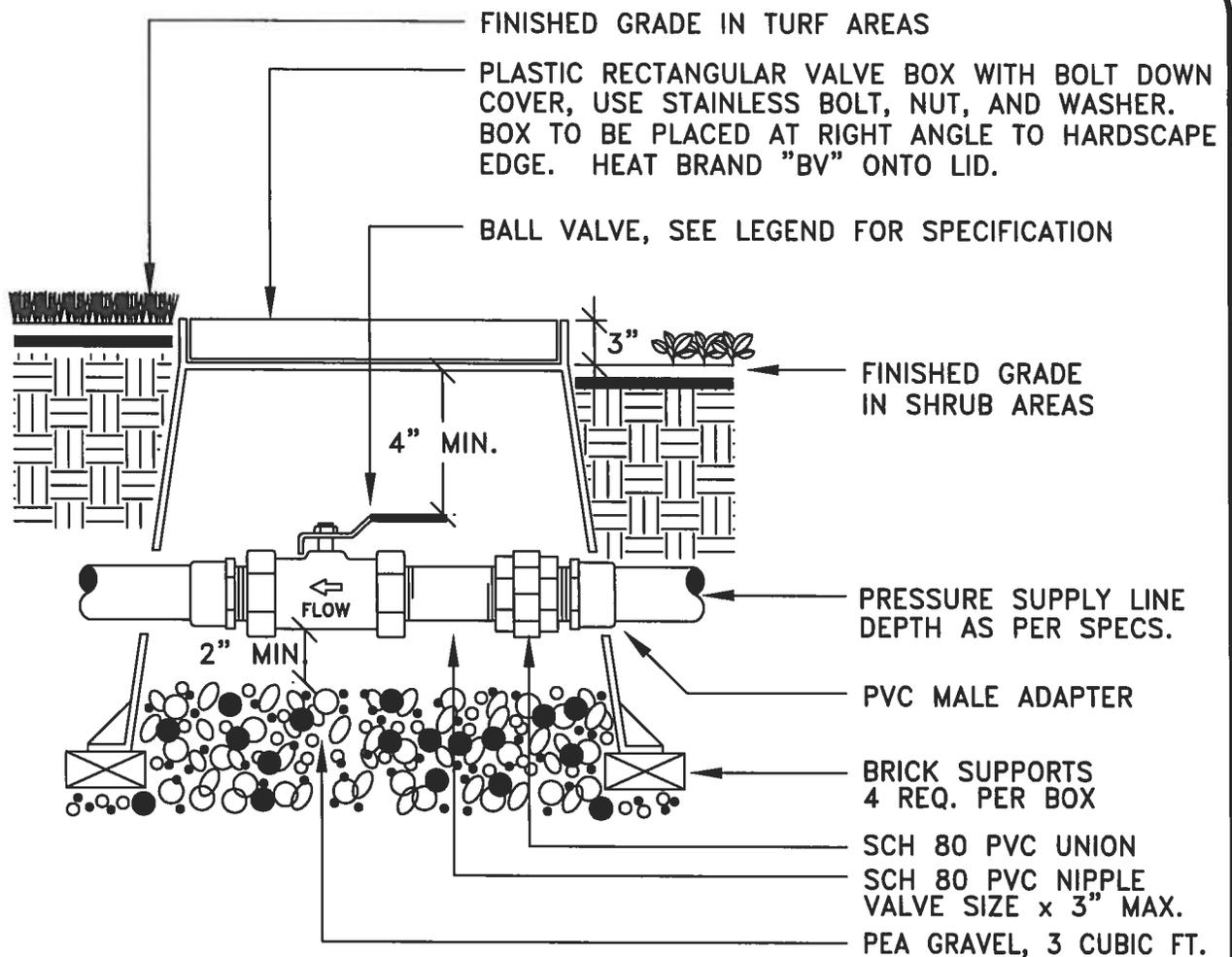
NO SCALE

**AUTOMATIC FLUSH VALVE
INSTALLED IN BOX**

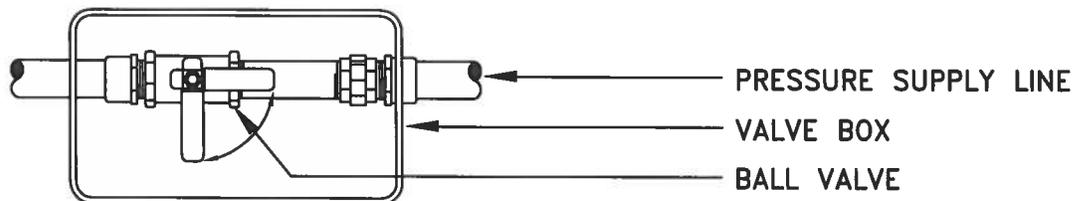
IRR011



	CITY OF RANCHO MIRAGE	NO SCALE
	DRIP R.C.V. ASSEMBLY	IIR013



SECTION VIEW - N.T.S.



PLAN VIEW - N.T.S.

NOTE:

BOX TO BE INSTALLED AS TO ALLOW FOR PROPER OPERATION OF BALL VALVE
 INSTALL AT RIGHT ANGLE TO HARDSCAPE EDGE, INSTALL VALVE OFF-CENTER IN BOX.
 INSTALL VALVE BOX EXTENSIONS AS REQUIRED TO ACHIEVE PROPER VALVE
 INSTALLATION AT MAIN LINE DEPTH.

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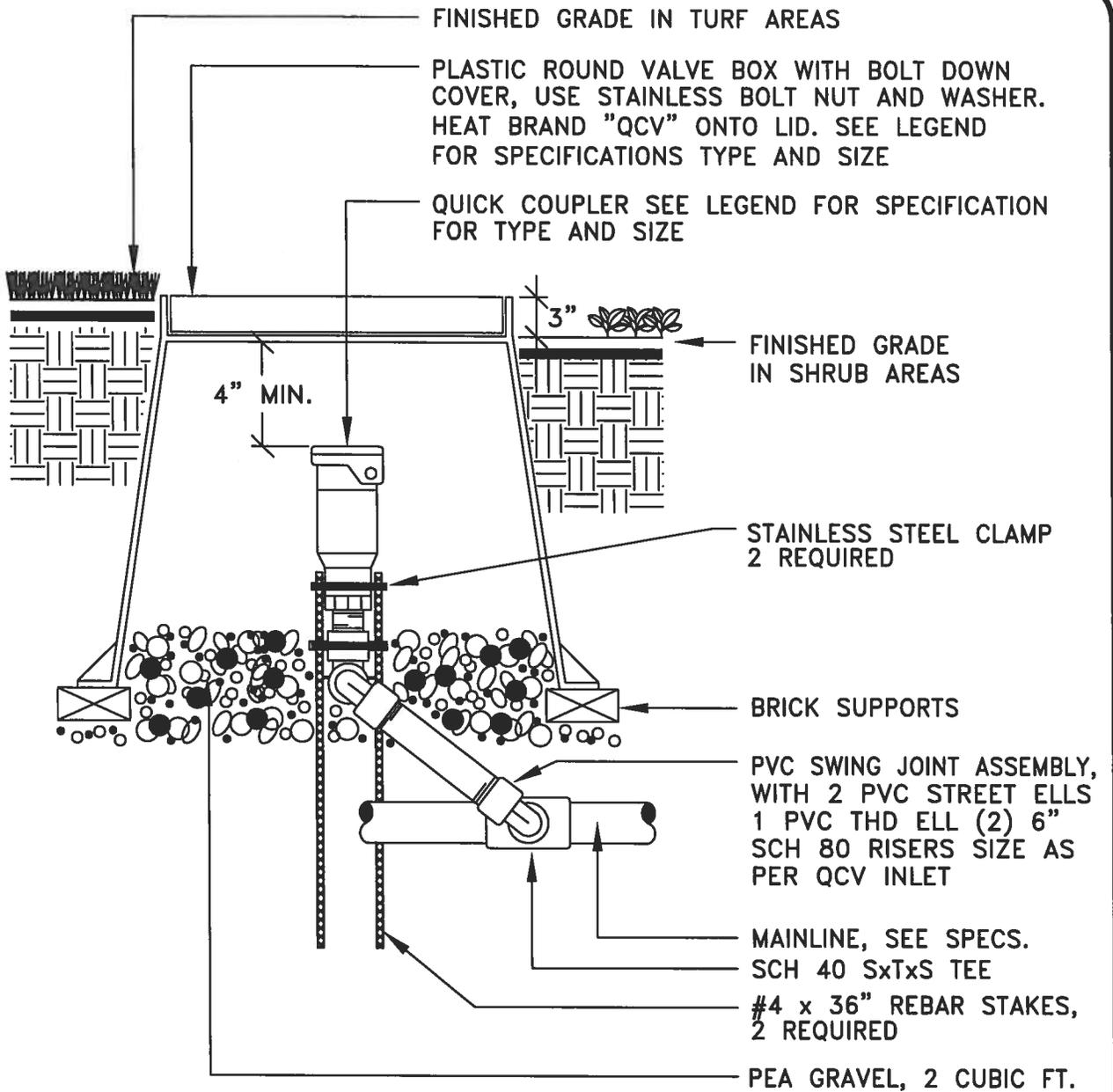


CITY OF RANCHO MIRAGE

NO SCALE

BALL VALVE

IRR014



SECTION VIEW - N.T.S.

NOTE:
 USE TEFLON TAPE ON ALL THREADED FITTINGS TYPICAL.
 QUICK COUPLER KEY MUST CLEAR VALVE BOX.

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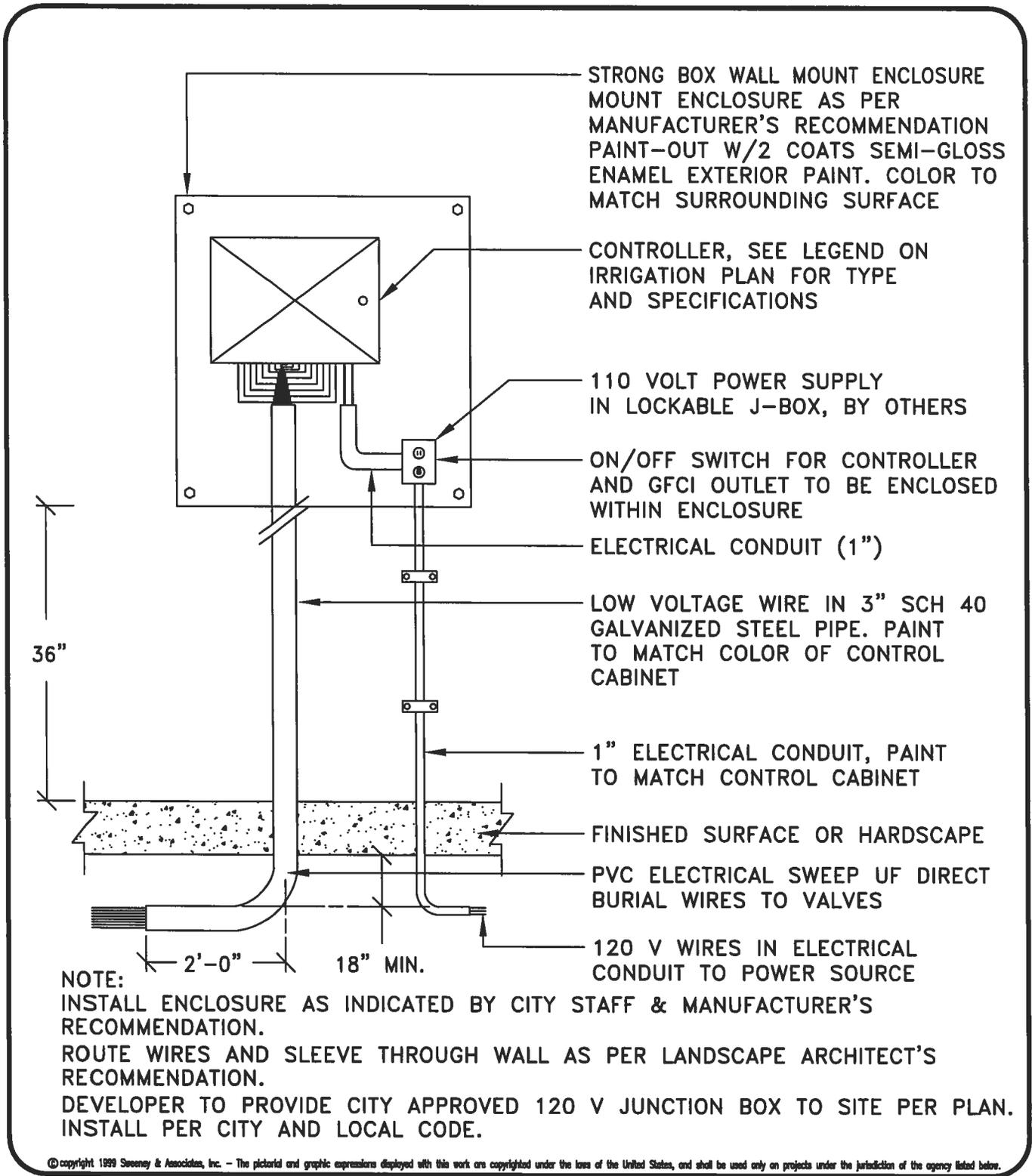


CITY OF RANCHO MIRAGE

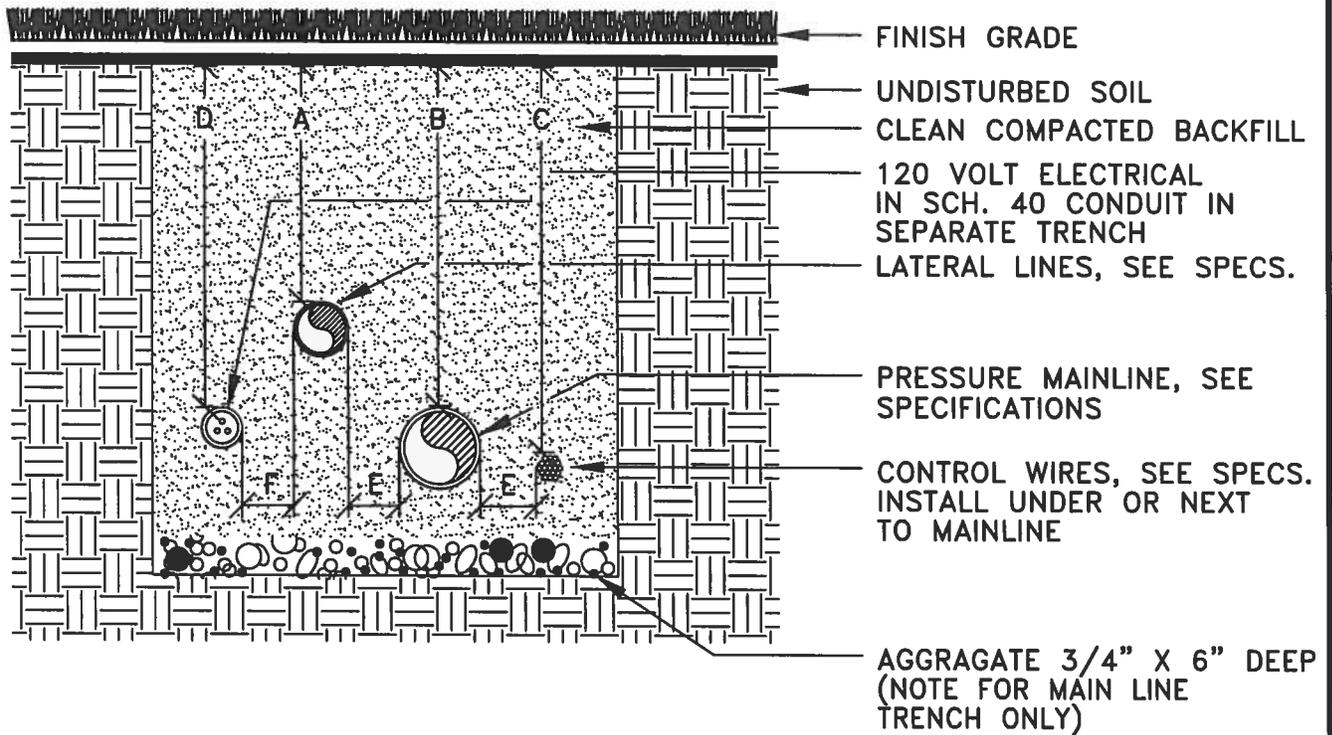
NO SCALE

QUICK COUPLER VALVE
 IN VALVE BOX

IRR016



	<h2>CITY OF RANCHO MIRAGE</h2>	<p>NO SCALE</p>
	<h2>CONTROLLER WALL MOUNT</h2>	<p>IRR017</p>



DIMENSION	A	B	C	D	E	F
1/2" TO 3" IN SIZE	12"	18"	18"	18"	4"	24"
4" TO 6" IN SIZE	18"	24"	24"	-	4"	24"

SECTION VIEW - N.T.S.

NOTE:

BUNDLE WIRING AND WRAP WITH TAPE AT TEN FOOT INTERVALS.

ALL PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTALLATION SPECIFICATIONS.

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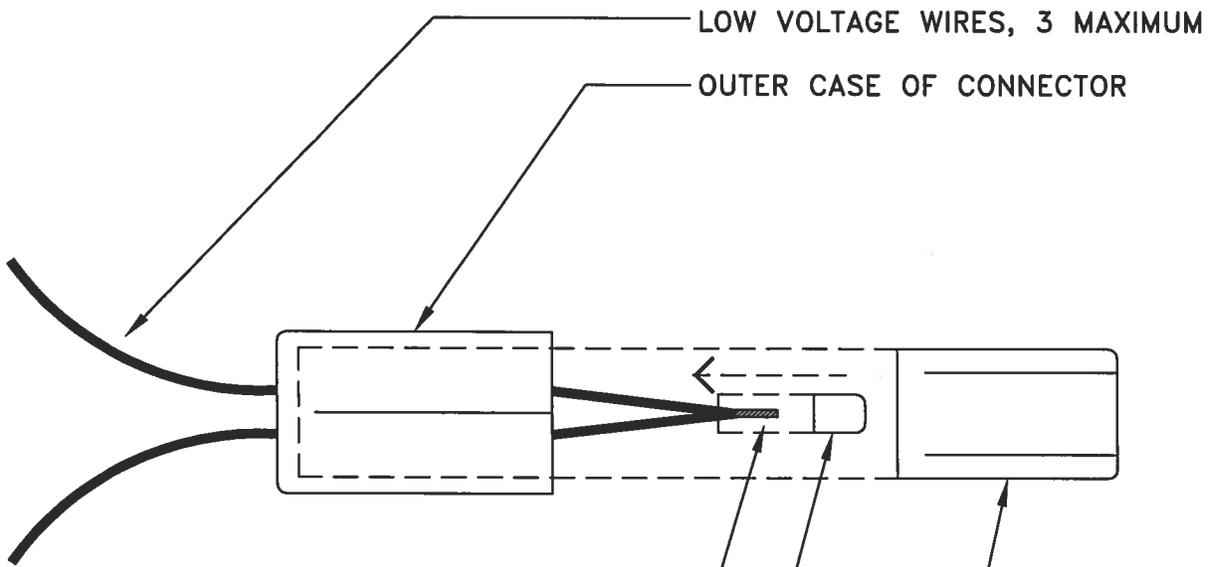


CITY OF RANCHO MIRAGE

NO SCALE

PIPE AND WIRE
TRENCHING

IRR020



STRIP AND TWIST WIRES FOR PROPER CONNECTION

CRIMP COPPER WIRE TOGETHER AND COVER WITH TWIST CAP

CONNECTOR INSERT OVER TWIST CAP AND WIRE

NOTE:

FILL INNER CASE WITH SEALER PRIOR TO FINAL ASSEMBLY OR USE PRE-FILLED UNITS.

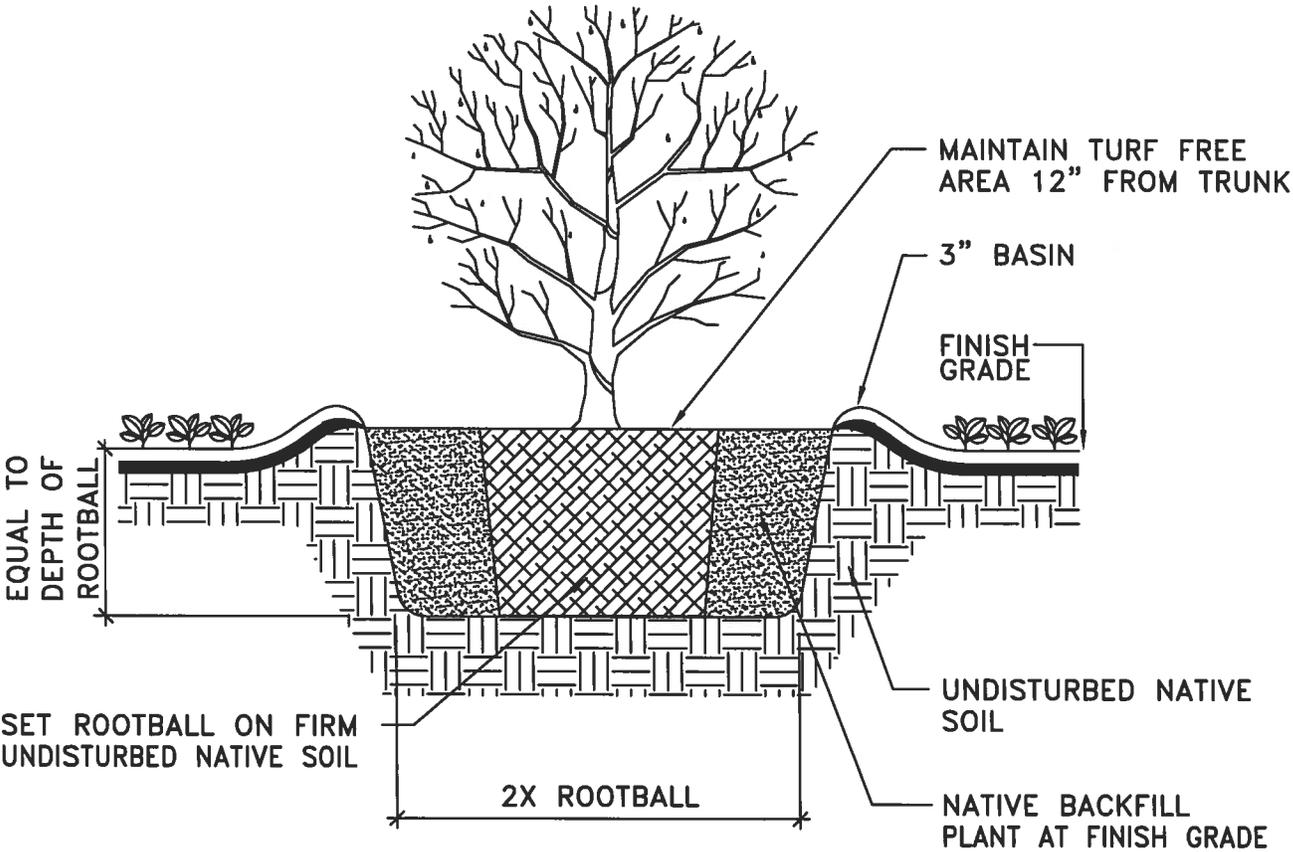
ALL WIRE ROUTED BETWEEN CONTROLLER AND REMOTE CONTROL VALVES SHALL BE A CONTINUOUS RUN WITH NO WIRE SPLICES.

WIRE SPLICES SHALL ONLY OCCUR AT THE REMOTE CONTROL VALVE.

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	<p>CITY OF RANCHO MIRAGE</p>	<p>NO SCALE</p>
	<p>WIRE CONNECTOR SPlice ASSEMBLY</p>	<p>IRR022</p>

NOTE: ALL PLANT BASINS SHALL RECEIVE A 2" LAYER OF APPROVED MULCH.



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	<p>CITY OF RANCHO MIRAGE</p>	<p>NO SCALE</p>
	<p>SHRUB PLANTING</p>	<p>PLT008</p>

Attachment 3
KIM L.E.D. LIGHTS SPECIFICATIONS

See Attached

Type:
Job:

Approvals:

Fixture Catalog number:

Fixture Options:

Fixture Mode / Finish

Ordered separately from fixture, see page 2.
See 120 Volt Mounting Options Spec Sheet for mounting options

Date:
Page: 1 of 3

Specifications

Housing and Lens Frame: Die-cast low copper alloy (<0.6% Cu) aluminum.

Swivel: Die-cast aluminum with locking teeth and 1/2" solid brass NPT mount. Provides horizontal rotation independent of the threaded mount. Swivel locked by 1/4-20 stainless set screw. Clear anodized prior to powder coating for added corrosion resistance.

Gasketing: Silicone gaskets throughout.

Fasteners: Stainless steel.

Wiring: No. 18AWM rated 105°C.

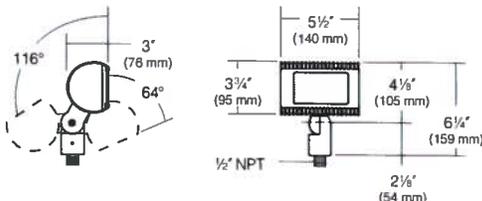
Optical System: High performance acrylic optic securely attached to internal heat sink for maximum thermal dissipation.

Driver: Universal Voltage from 120 to 277V with a ±10% tolerance. -40°F. starting temperature. All drivers are Underwriters Laboratories recognized.

Finish: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat finish. Standard colors include (BL) Black, (DB) Dark Bronze, (GR) Verde Green.

Listed to: UL 1598 Standard for Luminaires - UL 8750 Standard for Safety for Light Emitting Diode (LED) Equipment for use in Lighting Products and CAN/CSA C22.2 No. 250.0-08 Luminaires. LEDs and drivers are RoHS compliant.

CAUTION: Fixtures must be grounded in accordance with national, state and/or local electrical codes, Failure to do so may result in serious personal injury.



ORDERING INFORMATION

Fixture	Source
<input type="checkbox"/> EL218S3 / 8L3KUV	350mA, 10W, 8 LEDs, 3000K
<input type="checkbox"/> EL218S3 / 8L4KUV	350mA, 10W, 8 LEDs, 4200K
<input type="checkbox"/> EL218S3 / 8L5KUV	350mA, 10W, 8 LEDs, 5100K
<input type="checkbox"/> EL218F3 / 8L3KUV	350mA, 10W, 8 LEDs, 3000K
<input type="checkbox"/> EL218F3 / 8L4KUV	350mA, 10W, 8 LEDs, 4200K
<input type="checkbox"/> EL218F3 / 8L5KUV	350mA, 10W, 8 LEDs, 5100K
<input type="checkbox"/> EL218S5 / 8L3KUV	550mA, 16W, 8 LEDs, 3000K
<input type="checkbox"/> EL218S5 / 8L4KUV	550mA, 16W, 8 LEDs, 4200K
<input type="checkbox"/> EL218S5 / 8L5KUV	550mA, 16W, 8 LEDs, 5100K
<input checked="" type="checkbox"/> EL218F5 / 8L3KUV	550mA, 16W, 8 LEDs, 3000K
<input type="checkbox"/> EL218F5 / 8L4KUV	550mA, 16W, 8 LEDs, 4200K
<input type="checkbox"/> EL218F5 / 8L5KUV	550mA, 16W, 8 LEDs, 5100K

'S = Spot, 'F = Narrow Flood, UV = Universal Voltage from 120 to 277V with a ±10% tolerance.

Finish

- BL - Black
- DB - Dark Bronze
- GR - Verde Green



U.S. PATENT D298,656

KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE.

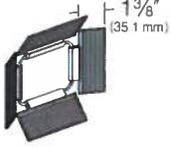
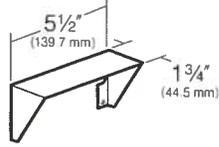
Type:

Job:



Fixture Options

Ordered Separately from Fixture

<p>Barn Doors</p> <p>Cat. No. Finish</p> <p><input type="checkbox"/> BD215BL Black</p> <p><input type="checkbox"/> BD215DB Dark Bronze</p> <p><input type="checkbox"/> BD215GR Verde Green</p> <p><input type="checkbox"/> No Option</p>	<p>Extruded aluminum, fully adjustable. Provides beam and glare control.</p> 
<p>Fixed Hood</p> <p>Cat. No. Finish</p> <p><input checked="" type="checkbox"/> FH215BL Black</p> <p><input type="checkbox"/> FH215DB Dark Bronze</p> <p><input type="checkbox"/> FH215GR Verde Green</p> <p><input type="checkbox"/> No Option</p>	<p>Formed .062 thick aluminum. Provides glare control.</p> 
<p>Mounting</p>	<p>Refer to 120 Volt Mounting Options Spec Sheet http://www.kimlighting.com/content/products/specs/specs_files/kl_120vmounting_spec.pdf for individual mounting options.</p>

Type:

Job:



Lumen Data

Spectroradiometric			
	3000K ✓	4200K	5100K
Correlated Color Temp. CCT (K)	2800 to 3175K	3800 to 4600K	4600 to 5600K
Color Rendering Index (CRI)	≤80	≤80	≤70
Power Factor	>.90 @ 120V	>.90 @ 120V	>.90 @ 120V

Electrical Drive Current					
350mA			550mA		
Volts -AC	Amps - AC	System Watts	Volts -AC	Amps - AC	System Watts
120	0.08	10	120	0.13	16
208	0.05	10	208	0.08	16
240	0.04	10	240	0.07	16
277	0.04	10	277	0.06	16

Absolute Lumens			
Temp.	mA	Spot	Narrow Flood
3000K	350	927	651
4200K		1198	873
5100K		1367	942
3000K	550	1317	952
4200K		1772	1224
5100K		2004	1350

Main Beam Candela and Beam Angle					
Temp.	mA	Spot	Beam°	Narrow Flood	Beam°
3000K	350	5878	15°	2652	35°
4200K		7599	15°	3336	35°
5100K		8872	15°	3694	35°
3000K	550	8286	15°	3899	35°
4200K		11447	15°	4431	35°
5100K		12865	15°	5227	35°

LED performance and lumen output continues to improve at a rapid pace. Log onto www.kimlighting.com to download the most current photometric files from Kim Lighting's IES File Library. For custom optics and color temperature configurations, contact factory.

Projected Lumen Maintenance		
TM21-11*	100,000 hrs	Calculated (L70)
.96	.95	927,000 hrs

* 60,000 hrs, 350mA, Ts 57°C / 25°C ambient.

Attachment 4
GENERAL PREVAILING WAGE DETERMINATION
CRAFTS: LANDSCAPE IRRIGATION LABORER
AND LANDSCAPE MAINTENANCE LABORER
See Attached

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Landscape/Irrigation Laborer	\$28.38	\$6.81	\$6.25	\$4.47 ^a	\$0.64	\$0.49	8	\$47.04	\$61.230	\$61.230	\$75.42
Landscape Hydro Seeder	\$29.48	\$6.81	\$6.25	\$4.47 ^a	\$0.64	\$0.49	8	\$48.14	\$62.880	\$62.880	\$77.62

DETERMINATION: SC-102-X-14-2014-1A

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: July 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of Policy, Research, and Legislation at (415) 703-4774 for new rates after ten days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Landscape/Irrigation Tender ^c	\$12.50	\$3.90	--	\$0.51 ^a	--	\$0.21	8	\$17.12	\$23.37	\$23.37	\$29.62
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#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' Website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPLR/PWD>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: SC-LML-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$9.00	-	-	^a 0.115	0.17	-	8	^b 9.285	^b 13.785
Inyo, Mono and San Bernardino	9.00	-	-	0.30	0.17	-	8	9.47	13.97
Kern	9.00	-	-	^c 0.16	0.17	-	8	^b 9.33	^b 13.83
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	9.00	0.89	-	^e 0.115	0.14	-	8	^b 10.145	^b 14.645
Orange	9.00	-	-	^f 0.11	0.11	-	8	^b 9.22	^b 13.72
Riverside	9.00	-	-	^g 0.20	0.16	-	8	^b 9.36	^b 13.86
San Diego	9.00	-	-	0.22	0.115	-	8	9.335	13.835
	9.00	-	-	0.24	0.12	-	8	9.36	13.86
San Luis Obispo	9.00	-	-	^k 0.15	0.15	-	8	9.30	13.80
	9.00	-	-	^l 0.16	0.16	-	8	9.32	13.82
Santa Barbara	9.00	-	-	^h 0.12	0.12	-	8	^b 9.24	^b 13.74
	9.00	-	-	ⁱ 0.13	0.13	-	8	^b 9.26	^b 13.76
Ventura	9.00	-	-	0.115	0.16	-	8	9.275	13.775
	9.00	2.97	-	^j 0.19	0.26	-	8	^b 12.42	^b 16.92

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

^c \$0.31 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^j \$0.38 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **2:00 P.M. (Pacific Standard Time), Tuesday, March 10, 2015**, to:

The City of Rancho Mirage
Attn: Randy Viegas, Project Manager
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after **2:00 P.M. on Tuesday, March 10, 2015**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date/time stamped by City staff upon receipt. At the discretion of the City, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, "**SEALED BID FOR MIRAGE ESTATES PARKWAY LANDSCAPE REHABILITATION PROJECT, CP 13-290 - DO NOT OPEN WITH REGULAR MAIL.**" Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

Written comments or questions from proposers must be submitted and received by no later than end of business day on March 5, 2015 ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to Randy Viegas, Project Manager:

1. At randyv@RanchoMirageCA.gov, or
2. Via fax to (760) 770-3261, or
3. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addenda Due Date.

Any questions asked verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method and prior to the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City's issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City's website, www.ranchomirageca.gov, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit "A."**

G. Security

The selected firm shall furnish a payment bond and a performance bond at no expense to the City, as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement, and as security for the faithful performance of the Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

H. Prevailing Wages

The selected firm shall be required to pay prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required.

I. Notice Regarding Registration with Department of Industrial Relations

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Section 4 and Section 5 of the Agreement ("Insurance Provisions"). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit "B,"** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions.

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed landscape services work, similar to the work required in this RFP.
2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, landscape services similar to those required in this RFP. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.

4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan/Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all landscape service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
7. Any other criteria determined by the City

Upon selection of the most qualified proposer, the City may require the finalist to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

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EXHIBIT "A"
AGREEMENT
PUBLIC WORKS MINOR CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE
AND

THIS PUBLIC WORKS MINOR CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2015, by and between the City of Rancho Mirage, hereinafter referred to as "City," and _____, a _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to retain Contractor, on an independent contractor basis, to perform services _____ as more particularly described below; and

WHEREAS, the Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation by Reference

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Project Information.

- Location: _____ as depicted in Contractor's proposal dated _____, 2015, and attached hereto and incorporated herein as Exhibit "A" ("Scope of Services" or sometimes "Project"). In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.
- Project description, including significant materials to be used and equipment to be installed: _____, in the City of Rancho Mirage, California, as set forth in the Scope of Services.
- License classification applicable to Project: _____
- Approximate start date: _____
- Approximate completion date: _____
- Substantial commencement of work evidenced by: Inspection and approval by City Staff.
- It is expressly agreed that except for extensions of time duly granted by the City, in writing, time shall be of the essence.

3. Contractor Information

- Address: _____
- License Number: _____

4. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall further procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until completion of performance and acceptance by the City, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City, and/or their officers, employees, servants, volunteers, agents and independent contractors.

5. Insurance Documentation

a. Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to the City at all times until completion of performance and acceptance by the City.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the City, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with at least thirty (30) days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and their officers, employees, servants, volunteers, agents and independent contractors.

6. Security

a. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a payment bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to _____ Dollars and No Cents (\$ _____), as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a performance bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the City equal to _____ Dollars and No Cents (\$ _____), as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the City Attorney.

7. Compensation; Payments

a. Contractor shall be paid compensation not to exceed _____ Dollars and No Cents (\$ _____) for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials.

b. Contractor shall invoice the City for the performance of the services under this Agreement in the amount agreed upon by the parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within 30 days of receipt by the City, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement.

b. Pursuant to Public Contract Code section 9203, the City shall retain no less than five percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the City's acceptance of the work pursuant to this Agreement.

8. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the City and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The City's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The City shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the City unless the change order complies with this provision.

9. Term

Contractor will perform the services set forth in the Scope of Services and in any approved change orders pursuant to section 1 of this Agreement, the term of which shall commence as of _____, and shall expire one year following the City's acceptance of the work pursuant to this Agreement.

10. Independent Contractor

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors.

11. Civil Code Section 1542 Waiver

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. Acceptance of Work

Acceptance of the work shall be by action of the City Council or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the City of any defects in the work. From and after acceptance, the work shall be owned and operated by the City. As a condition to acceptance, Contractor shall certify to the City in writing that all of the work has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactory to the City, guaranteeing such performance.

13. Warranty

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the City by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

b. If, in the opinion of the City, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the City or to prevent interruption of operations, the City shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the City will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

c. This section does not in any way limit the City's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantees or warranty certificates upon completion of the project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

14. Indemnification

a. Contractor shall defend, indemnify and hold harmless the City, their officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, or their officers, agents, employees or volunteers.

b. The City does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the foregoing provisions of this section, Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Contractor's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Contractor's control, or for which Contractor is without fault.

15. Default

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. The event that a default of any party to this Agreement may remain uncured for more than fifteen days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

16. Licenses, Certifications and Permits

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

17. Labor Laws

a. All work or services performed within the State of California pursuant to this Agreement by contractor, contractor's employees and independent contractors, or contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Documentation must be promptly submitted to the City at any time, at the request of the City, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this section.

d. Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Any contract entered into pursuant to this notice will incorporate the applicable provisions of the State Labor Code. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color,

national origin, ancestry, physical disability, medical condition, marital status, or gender of such persons, except as provided in Government Code Section 12940. Affirmative Action to ensure against discrimination in employment practice on the basis of race, color, national origin, ancestry, gender, or religion will also be required.

18. Notices

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City: Randy Viegas, Project Manager
City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) 770-3224
Facsimile: (760) 770-3261
Email: bruceh@RanchoMirageCA.gov

To Contractor: _____

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

19. General Conditions

a. Severability. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

c. Cumulative Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

d. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

e. Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the City and Contractor. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the City officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the City.

i. Termination. This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF RANCHO MIRAGE

Randal K. Bynder, City Manager

By Its: _____

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

**EXHIBIT "A" OF AGREEMENT
SCOPE OF SERVICES
SEE ATTACHED PROPOSAL
DATED _____**

**EXHIBIT "B" OF AGREEMENT
PAYMENT BOND**

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and No Cents (\$_____)**. CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Title 15 of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Title 15 of California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof. Principal and Surety agree that should CITY become a party to any action on this bond, that each will also pay CITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 20____.
Seal of Corporation

By _____
Authorized Representative of Principal

Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal

Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

City Attorney

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

**EXHIBIT "C" OF AGREEMENT
PERFORMANCE BOND**

We, _____, as
Principal, and _____, as
Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") for payment of the penal sum of _____ **U.S. Dollars and No Cents (\$_____)**. CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 20____.
Seal of Corporation

By _____
Authorized Representative of Principal

Title _____

By _____
Authorized Representative of Principal

Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)
Surety's agent for service
of process in California: () _____

Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

City Attorney

Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "B"

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____("Company") having submitted a proposal to the City of Rancho Mirage Request for Proposals for Mirage Estates Parkway Landscape Rehabilitation Project, CP 13-290, dated February 13, 2015 ("RFP"), issued by the City of Rancho Mirage ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements as set forth in Section 4 and Section 5 ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below ("Insurer"), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions as respecting worker's compensation and/or commercial general liability and/or commercial vehicle liability insurance [PLEASE CHECK ALL THAT APPLY].

Name of Insurer [Print]

Name, Title [Print]

Signature

Date: _____