

**CITY OF RANCHO MIRAGE**

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

**REQUEST FOR PROPOSALS  
FOR  
LANDSCAPE MAINTENANCE SERVICES-AREA C**

**ISSUED:  
SEPTEMBER 8, 2015**

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**CITY OF RANCHO MIRAGE  
REQUEST FOR PROPOSALS  
FOR  
LANDSCAPE MAINTENANCE SERVICES-AREA C**

**ANNOUNCEMENT:**

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced landscape maintenance service companies that will provide full-service landscape maintenance 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 landscape maintenance services at certain areas around buildings and other facilities. Such work shall require a certain level of technical ability and labor force, as more particularly set forth in this RFP.

A Pre-Proposal Conference will be held at **2:30 P.M. on Wednesday, September 16, 2015** at the **City of Rancho Mirage Corporate Yard Conference Room, located at 72-201 Manufacturing Road, Thousand Palms, CA 92276**. Attendance at this conference by prospective proposers is HIGHLY ENCOURAGED AND RECOMMENDED.

**PROPOSALS/OFFER SUBMITTAL:**

Proposals will be accepted until **3:00 p.m. on Tuesday, September 29, 2015**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR LANDSCAPE MAINTENANCE SERVICES-AREA C - DO NOT OPEN WITH REGULAR MAIL**" to:

City of Rancho Mirage  
Attn: Mark Sambito, Director of Public Works  
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:

**1.0 EXCLUSIONS**

**1.1 LIGHTING** – Repair, replacement and maintenance of all decorative and street lighting shall be the responsibility of the City and is not a part of this contract. Contractor is only required to report missing, broken, or non-functioning lighting and to readjust lights to City specifications for proper angle and prevention of glare.

**1.2 PLAYGROUND EQUIPMENT** – Inspection, repair and replacement of all playground equipment, if any, shall be the responsibility of the City and is not a part of this contract. The Contractor is to report any broken playground equipment immediately to the City Facilities Maintenance Manager.

**1.3 IRRIGATION BOOSTER PUMPS** – Inspection, repair, replacement and/or maintenance of all Irrigation Booster Pumps, if any, shall be the responsibility of the City and is not part of this contract.

## **2.0 GENERAL**

It is the intent of this Scope of Services that the maintenance of landscape and irrigation systems provided shall be adequate to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner and in compliance with applicable water conservation standards, regulations and ordinances. All services shall be provided in a good workmanlike manner, consistent with the standards of the industry as determined by the Inspector.

### **2.1 WORK TO BE PERFORMED**

The work to be performed consists, in general, of the following:

Complete landscape maintenance of all contract areas to include litter removal, irrigation (to include regular testing and cleaning), pruning, shaping and trimming of trees, shrubs, and ground cover plants; raking; fertilization; weed control; control of all plant diseases and pests; mowing; edging; irrigation and drainage systems; and all other maintenance required to maintain the contract areas in a safe, attractive, usable, healthy, professional and vigorous condition.

All hardscape areas, such as sidewalks, curbs, gutters, expansion joints, median hardscape (if any) and roadway surfaces extending out into the pavement at least five feet from the curb face, in the contract area. The areas maintained will be kept free of weeds, fugitive soils, trash, dead plant materials and debris as per the maintenance schedule. All debris, fugitive soils and vegetative trimmings shall be removed of and disposed of by the Contractor in compliance with National Pollution Discharge Elimination System (NPDES) Best Management Practices as established by the City. Contractor shall not sweep, blow or otherwise cause any trash, debris, fugitive soils or vegetative trimmings to be discharged into or upon any street, gutter, drainage structure, storm drain or other facility.

#### **2.1.2 MAINTENANCE SCHEDULES**

##### **2.1.2 (a) Scheduling of Work**

The contractor shall accomplish all normal landscape maintenance required under this contract from Monday through Friday and as specified in this Section of this Scope of Services. Exceptions may be made to normal working hours (7:00 a.m. to 5:00 p.m.) where incidence of use may be too great during the hours specified to allow for proper maintenance. The Inspector may grant, on a case by case basis, permission to perform contract maintenance at other hours.

**2.1.2 (a.1)** The contractor shall provide to the City Facility Manager and City Inspector the name of all workers assigned to this contract. Updates will be provided immediately as changes to assigned personnel occur.

**2.1.2 (b)** The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. This schedule shall include the day of each week that the contractor shall physically perform the routine work within each Contract area, set forth within this schedule and the type of work scheduled to accomplished and the number of scheduled workers at each location. A copy of this schedule shall be provided to the Inspector prior to the performance of any work required by this contract and these specifications, and any changes in scheduling shall be reported in writing to the Inspector five (5) days prior to initiating the change.

**2.1.2 (c)** The Contractor shall provide a written notice to the Inspector at least five (5) business days prior to performing any additional work not routinely performed on a monthly basis during contractor's weekly maintenance cycle. Said additional work may include but not be limited to fertilization, aeration or over seeding. Said notice shall include the schedule date or date(s) for performing the work.

**2.1.2 (d)** The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets or parking lots. In addition, a special notification listing exact start date for fertilization, aeration, renovation, pruning and other infrequent operations shall be furnished to the Inspector at least five (5) working days in advance of performing these operations. The Contractor shall also post printed public notices adjacent to the landscape areas prior to application of any chemicals at least five (5) working days prior to the application of any chemicals.

**2.1.2 (e)** The following items of work shall be performed by the Contractor with the frequency indicated:

### **2.1.3 FUTURE WORK**

The cost of maintenance of landscaping which will be installed in the future and within any Landscape Benefit Zones which are presently unimproved, if any, will be negotiated with the Contractor at the time of City's acceptance of said improvements. However, the cost of maintenance shall not exceed the unit price awarded under this contract. i.e.; same cost for irrigation components as awarded in this contract; turf and/or ground cover shall not exceed the cost per square foot awarded under this contract).

### **2.1.4 SUPPLIES**

All supplies required to accomplish the items of work specified herein, and to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner shall be provided by the Contractor. Full payment for furnishing landscaping and irrigation supplies shall be considered as included in the contract bid prices and no additional compensation will be allowed therefor. The City shall approve the brand and model of any controllers, valves and sprinkler heads prior to use by the Contractor. Currently the City is specifying Rainbird irrigation products for all sprinkler equipment and parts.

### **2.1.5 CONFLICTS**

In the event that this area is subject to construction of new and/or expanded facilities, landscaped areas, irrigation systems or shrubs and trees may be disturbed or eliminated by this construction. The Contractor shall provide maintenance up to the construction area and ensure proper irrigation at all times. Replacement of landscape and irrigation disturbed by the construction will be by others. Upon restoration, the contractor shall again be responsible for maintenance. Areas eliminated by construction shall be deducted from the gross area under the same provisions as provided above for FUTURE WORK.

### **2.1.6 AREAS ELIMINATED/MODIFIED**

Any areas permanently or temporarily eliminated or modified within the maintenance areas shall be negotiated with the Contractor under the same provisions as provided above for FUTURE WORK.

## **2.1.7 REPLACEMENT OF TREES AND PLANT MATERIALS, CONTRACTOR NEGLIGENCE; LIQUIDATED DAMAGES**

The Contractor will be responsible for replacing dead or unhealthy trees and/or plant material within seven (7) working days after receiving written notice from the City. Since it is difficult to quantify and assess the loss to the City that would arise due to Contractor's failure to comply with the foregoing, liquidated damages in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete.

## **2.1.8 CONTRACTOR PARTICIPATION IN LANDSCAPE IRRIGATION AUDITS OF IRRIGATION SYSTEMS**

The Contractor shall participate as needed in the periodic performance of landscape irrigation audits as required by the City and/or CVWD. Said participation may include but not be limited to providing access to each controller, flagging and locating valves, preparing current valve schedules, validating valve station information, etc. When a Landscape Irrigation Audit is deemed necessary, the Contractor shall make the appropriate personnel available to the Landscape Irrigation Auditor.

## **3.0 CONTRACTOR SPECIFIC SERVICES TO BE PROVIDED**

### **3.1 CITY FACILITY ENTRANCES, HARDSCAPE, DECOMPOSED GRANITE, PICNIC AND SPORTS COURT AREAS**

#### **3.1.1 LITTER CONTROL**

The contractor shall be responsible for the following on a weekly basis or as may be required by the City:

- Litter removal and identifying, in its written schedule, approximate time frames for performing this function.
- The removal of all trash, such as paper, cans, bottles, broken glass, dog droppings and any out of place or discarded items. This includes improved, as well as, natural desert areas identified in the contractual parameters.
- The removal of dried plant material, such as hanging or fallen tree limbs, leaves, palm tree fronds, branches, dried up and/or dead plant material and wood pieces.
- The raking and sweeping of all areas after litter and weeds are removed.
- All green waste shall be disposed of by the Contractor, at the Contractor's expense at a City approved green waste facility. (i.e., Burrtec Recycling Coachella, S.A. Recycling Thousand Palms). All delivery tickets received shall be given to the City for Green Waste credits.

**3.1.2 Sidewalk/hardscape area cleaning.** Contractor shall inspect and clean accumulated sand, gravel, plant clippings, vegetation and debris off all:

- Sidewalks
- Curbs
- Swales
- All hardscape related areas
- Stamped Concrete and Cobble in Medians

Contractor shall immediately report to City in writing any broken or raised concrete where there is potential hazard and/or liability.

The Contractor shall clean, sweep and/or wash down all City Hall walkway areas on a daily basis. This will be accomplished prior to 6:45 AM. Whenever the contractor washes down the City Hall Entrance patio the contractor shall insure excess water is squeegeed off the area so that there is no standing water. Additionally the area will be posted with the appropriate safety signage indicating the surface is wet and that there is a slippage hazard.

City Council meets on the first and third Thursday of each month at 1:00 pm. at City Hall. The Contractor shall refrain from doing any work near the front of City Hall on these days and no motorized equipment shall be used after noon on these days.

In addition, the Contractor shall clean/sweep daily and wash down weekly the entrances to the City Library and as needed following wind storms as part of the cost of this contract.

**3.1.3 Raking of Decomposed Granite Areas.** Raking of all decomposed granite areas shall be done as specified in the Maintenance Matrix or as conditions warrant. Decomposed Granite shall be replaced or added by the City on an as-needed basis. The City may request the Contractor to provide, deliver and/or install the Decomposed Granite; payment for the materials and/or labor shall be considered Extra Work/Supplemental Work in accordance with the provisions of Section 4.1.6.

**3.1.4 Power Washing of Medians Hardscape Areas:** Power washing of all median bomanite, cobblestone and pavers will be done on an as-needed basis per the direction of the Inspector. This will be considered extra work and payment to the Contractor shall be per Section 4.1.6.

**3.1.5 Sealing of Stamped Concrete Medians.** This will be done once every other year, with prescribed materials by City. Materials will be supplied by the City.

**3.1.6 Inspecting and Adjusting of Landscape lighting.** The contractor will inspect and adjust lighting as needed on a weekly basis to prevent lights from shining into the streets and in odd directions.

**3.1.7 Cleaning of Picnic Facilities.** The contractor will keep clean on a daily basis all picnic venues within the City as well as removal of waste and trash, emptying of trash containers and the cleaning of BBQ equipment. Power washing of tables and benches will be done on a monthly basis.

**3.1.8 Play Structures.** The contractor will keep clean all play structures by power washing and removing all debris and trash items from site. Contractor shall immediately report in writing any broken, and/or missing playing equipment that they may see to the City.

**3.1.9 All Sport Courts.** Contractor will maintain and keep clean on a daily basis, by power washing, cleaning, sweeping and trash removal, all Sport Courts within the City.

**3.1.10 Restrooms.** Contractor will maintain, clean, and stock all public restrooms (to include restroom within Whitewater Park Maintenance Building.) The City will provide all necessary supplies. In the event the City requests the Contractor to perform the services identified in Sections 3.1.5, 3.1.7, 3.1.8 or 3.1.9, it will be considered Extra/Supplemental Work and procured in accordance with Section 4.1.6.

## **3.2 GROUNDCOVER, SHRUB AND TREE MAINTENANCE**

**3.2.1 General.** All plant material including trees/palms shall be maintained to prevent obstruction to vehicles or pedestrians. Shrubs shall be maintained on medians and parkways to create adequate line-of-site vision for vehicles, at a maximum height of 36" within site triangle. All vegetation shall be maintained so the material does not overgrow its designated growth perimeter or encroach onto sidewalks, curbs, controller units, valve boxes or other fixtures. Vines shall be checked and retied as required to promote directional growth. No nails will be used.

Dead material should be pruned from plants/trees (within 15' from the ground) as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than two weeks.

Pruning techniques, watering requirements, and a calendar for ideal maintenance timing shall be as specified in the maintained areas Maintenance Matrix, as described.

Fertilization and Soil Testing shall be required, as designated by the schedule, in the Maintenance Matrix.

**3.2.2 Shrub and Ground Cover Shaping and Pruning.** All ornamental plant material, such as shrubs used as formal hedges or screens, shall be pruned in a manner to retain a continuous appearance shape at the direction of the Inspector. All other plant material is to be pruned in a manner that is described as a two-step Naturalistic pruning procedure. These plants will not be pruned into globes or ornamentally without permission by the City. All pruning will be done in accordance of season and plant type.

**3.2.3 Tree Shaping and Pruning.** The Contractor shall comply with the following provisions regarding tree maintenance:

- Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet. Any broken, structurally unsound or detached limbs are to be considered a hazard, and removed. Sucker growth will be removed as they appear.
- All juvenile trees less than 15 feet will be pruned once a year unless otherwise directed by the City under this contract. All trees over 15 feet will be pruned by a Citywide Contract, and not included in this contract, unless approved by City. Trimming and pruning of palm trees is not a part of this contract. Dead palm fronds, however, shall be removed from palm trees under 15 feet as soon as they appear.

**3.2.4 No topping of any trees will be allowed.** Only lacing and/or tipping back is allowed. It is the Contractors responsibility to conduct a pruning program consistent with current applicable International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) to promote proper form, strength, health and appearance of trees. No pruning will be performed without onsite inspection by City staff. It is the Contractors responsibility to notify the City before work begins. The Contractor shall remove all debris from pruning, trimming and tree maintenance the same working day as accumulated.

**3.2.5 The Contractor is responsible for all tree staking.** Ties shall be monitored to prevent girdling. Ties and stakes shall be removed as directed by the City. All stakes and ties should be removed within one year of planting, unless directed otherwise by Inspector. Broken stakes and ties are to be replaced as required.

**3.2.6 Contractor Responsibility for Plant and Tree Replacement; Liquidated Damages.** The Contractor shall be held responsible for any damage done to plants, trees/palms due to improper management procedures. The Contractor shall replace groundcover, shrubs and trees, at no cost to the City, that die after acceptance of the contract due to neglect, irrigation malfunction, lack of maintenance, infestation, or improper care. Replacement plants will be the same as the palette for the project area unless deviation is approved by the Inspector. Contractor will notify the City immediately upon the discovery of dead trees or plants. Dead plants will be replaced by the contractor within seven (7) working days after receiving writing notice from the City. Since it is difficult to quantify and assess the loss to the City that would arise due to Contractor's failure to comply with the foregoing, liquidated damages in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete.

**3.2.7 Broken trees.** Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be trimmed or replaced within 24 hours of notification. Any debris blocking roadways or parking 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 cost, at pre-determined price (planted) for 15 gallon, 24" box, and/or 36" box.

**3.2.8 Seasonal Color Planting.** Two times per year, the Contractor shall provide and plant seasonal color plants at City designated planter locations within Whitewater and Wolfson Parks. The Inspector will direct the Contractor as to the quantity of plants required at each location. The Contractor shall bill at the actual cost of labor and wholesale cost of materials plus ten percent for this work, pursuant to Section 4.1.6.

### **3.3.0 TURF MAINTENANCE:**

#### **3.3.1 MOWING AND EDGING TURF**

- All turf areas shall be mowed and edged weekly. All clippings shall be removed. Contractor shall provide equipment and labor that will facilitate mowing and clipping removal for each designated area in one day.
- Contractor shall ensure a proper watering schedule to give the turf a continuous, healthy appearance. Contractor shall comply with Section 3.6.12 regarding compliance with the water budget for each irrigated area.
- Bermuda turf shall be mowed to a 1 inch height, or lower, at the direction of the City. Rye turf shall be mowed to a height of 1 ½ inches.
- Trimming and edging shall be performed at each mowing around walls, buildings, curbs, sidewalks, mow strips, paved areas, valves, etc.
- Chemically edge around trees within an eight inch radius from the trunk, using care not to damage trunk or roots.
- All lawn areas included in this contract shall be mowed with approved power-propelled reel-type or rotary mowers. The mowers shall be equipped with catchers. Mowing shall be done in such a manner as to prevent ruts or depressions from forming by the wheels and/or weight of the mower. No mowing will be done if lawns are wet, or have just been sprinkled. Note: A mulch-mowing program may be permitted with prior approval of the Inspector.

- Mowers shall be maintained so as to provide a smooth, even cut without tearing: Mowers are to provide a uniform, level cut no higher than two (2) inches, or as otherwise instructed by the Inspector, but no more than 25% of existing growth to be removed in any one mowing.
- Inclement weather may preclude adherence to the frequency schedule of mowing. The Contractor may request, from the Inspector, for reason of rain or prolonged cold, alteration of this mowing frequency. If inclement weather prohibits the Contractor from performing contract work for more than two days in a week, the Contractor and/or City shall deduct a pro rata amount from the contract price for the days in the monthly invoice billing cycle that no work was performed.
- Artificial turf surfaces shall be maintained in complete compliance with manufacturer's specifications. Contractor shall request copies of the manufacturer's maintenance recommendations from the City Facilities Maintenance Manager. Contractor shall provide all materials and equipment necessary to maintain artificial turf areas in compliance with the manufacturer's recommendations as part of this contract cost and at no additional expense to the City.

### **3.3.2 RENOVATION AND OVERSEEDING PROGRAM**

- Renovation and over seeding will be performed to a schedule designated by the City. The schedule will be designed to ensure a completely established stand of turf by the first week in November. Renovation and over seeding will be in accordance with the following methods.
- Cut back on watering two weeks before renovation. Cut grass lower after first week. One week before renovation, water will be turned off entirely in turf area. For final renovation, cut turf to a height of ½ inch or to the point where blades are flush with the crowns of the stoles after Bermuda becomes dormant. All clippings will be vacuumed after each cut. No stockpiling of clippings at the sight will be allowed overnight.
- The Contractor will request a City representative to perform an inspection before rye seed is applied. The City will verify proper renovation, aeration and irrigation coverage prior to seeding.
- Over seeding shall be completed annually and scheduled at the direction of the City Landscape Inspector. Only certified pure perennial rye seed will be used. The City shall supply the seed. Application rate shall be 550-600 lbs. per acre as directed. Seed tags will be verified. Contractor will be required to document the seed distribution by area.
- Contractor will monitor irrigation to ensure coverage at all times. Seed needs to be kept moist at all times during germination. Watering will be done in short five to ten minute cycles, four to six times a day.
- Fertilize after first cut with Endure 15-15-15 slow release or approved equal at the rate of 6.5 lbs./1000 square feet.
- Modify watering times after second cut to seasonal durations.
- All costs for labor and equipment shall be included in the contract price.
- All work shall be performed in accordance with the Coachella Valley Association of Governments Guidelines for scalping and over seeding. Contractor shall be required to read, understand and comply with the Guidelines.

### 3.3.3 AERIFICATION PROGRAM

- Mechanical aeration shall be performed by the Contractor.
- Verify to a minimum of two inches into the soil. All plugs are to be collected and removed. Aeration will be scheduled as specified in the Maintenance Matrix.
- Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals at no additional cost to the City. The frequency intervals shall be as required to promote healthy vigorous growth as determined by the Inspector.

### 3.3.4 TURF REPLACEMENT

- Any turf to be replaced which suffers any Act of God, vandalism or other destructive occurrences, in excess of the number stated in the bid item, and not directly or indirectly caused by Contractors negligence or failure to perform scheduled maintenance, shall be classified as supplemental items of work.
- Defective turf shall be removed and replaced with sod. The sod shall be of the same type of turf removed and shall be installed as directed by the Inspector.
- The unit price paid for replacing turf shall include all items of work involved in removing and placing sod at the price indicated in the 'Supplemental items of work schedule.

### 3.3.5 MAINTENANCE OF DRAINAGE FACILITIES, SLOPES, OPEN FIELDS, SMALL BANKS AND UNDEVELOPED MEDIANS AND PARKWAYS

- **SLOPES AND SMALL BANKS:** All slopes, fields, and banks are to be weeded by hand or by using a power weed cutter. All other plant material located on the slope shall be maintained as stated in these Scope of Services. All weeds, dead plant materials, debris and trash are to be removed on an as-needed basis as directed by the City Landscape Inspector. Slopes, banks or open field areas shall be hydro-seeded with a native annual seed mix as directed by the Inspector. Payment for the materials and/or labor shall be considered Extra Work/Supplemental Work in accordance with the provisions of Section 4.1.6.
- **DRAINS:** The drainage inlet structures located along the frontage of the City Public Works Yard on Manufacturing Road shall be kept free of debris and obstruction at all times and is to be cleaned annually before October 1<sup>st</sup> of each year. Payment for this work shall be included in the proposal price for the maintenance of the City Public Works Yard. This work will not be considered extra or supplemental work and no additional payment will be made for it.
- **UNDEVELOPED MEDIANS AND PARKWAYS:** The Contractor shall implement a Weed Abatement and Litter Control Program on the undeveloped medians/parkways. This will be a part of the contract and no additional cost shall be charged to the City. Areas will be designated on maps contained in Appendix 2 to this Scope of Services. The maintenance of the undeveloped medians and parkways shall be once per month (at a minimum).

### **3.4 FERTILIZATION PROGRAM**

#### **3.4.1 SOILS TESTS REQUIREMENTS**

The contractor shall coordinate taking soil samples with a Certified Laboratory approved by the City. The purpose of the test is to prepare an annual fertilization schedule for all maintained areas. The City Landscape Inspector shall identify the locations and number of soil samples to take. The Contractor shall be responsible for the cost of the test as part of this contract.

#### **3.4.2 FERTILIZATION-GENERAL REQUIREMENTS**

- Manure shall not be used as fertilizer or soil conditioning material.
- Fertilization of all turf grass areas within the designated work area shall be accomplished quarterly with a complete commercial fertilizer in homogeneous pellet form. Guaranteed analysis shall be approved by the Inspector.
- Fertilizer shall be packaged in multi-wall paper bags, polyethylene lined for moisture resistance.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Inspector or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Inspector).
- Fertilizer shall be applied in granular form and shall be moisture-free so as to obtain optimum spread. Notify the Inspector 2-3 days before application and submit bag tag.

#### **3.4.3 GROUND COVER AND SHRUB FERTILIZATION**

- Fertilization of all shrub beds, ground cover areas and all young trees (3" caliper and smaller) within the designated work area shall be accomplished two (2) times per year with a commercial grade fertilizer having the guaranteed analysis of 6-10-4 or equal. Guaranteed analysis shall be approved by the Inspector and Soils Lab.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Inspector or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Inspector).
- Adequate irrigation will immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.
- The fertilizer shall be delivered to the site in the original unopened containers bearing the manufacturers guaranteed analysis. Notify the Inspector 2-3 days before application and submit bag tag.

#### **3.4.4 TREE AND PALM FERTILIZATION**

In general, trees and Palms shall receive the same fertilization that is applied to groundcover and shrub areas. The Contractor shall continuously make visual inspections of all trees to determine their health and report any findings or concerns to the Inspector. Soils test shall also be utilized by the Contractor to make any required special tree fertilization applications. The costs of all tree fertilization shall be part of this contract and not an extra cost for the City.

### **3.4.5 FERTILIZATION APPLICATION INSPECTIONS**

Compliance with fertilization specifications will be enforced by application inspections, bag counts and periodic soils analysis. The contractor shall specify fertilizer application and identify type, application rate and dates of application in submitted activity reports.

### **3.4.6 FERTILIZATION APPLICATION INSPECTIONS**

Compliance with fertilization specifications will be enforced by application inspections, bag counts and periodic soils analysis. The contractor shall specify fertilizer application and identify type, application rate and dates of application in submitted activity reports.

## **3.5 WEED, INSECT, FUNGUS, PEST AND RODENT CONTROL**

### **3.5.1 MANUAL WEED REMOVAL**

The contractor shall perform weed removal on a weekly basis. This function shall be performed simultaneously with litter removal/trash control. Planters, D.G./gravel areas, sidewalks, expansion joints, underneath plant materials and trees shall be kept free of weeds. All surfaces shall be raked and/or swept after weeds are removed. Weeds that have been treated and are dead weeds will be removed weekly.

### **3.5.2 LANDSCAPE AND TURF PRE-EMERGENT**

Pre-emergent herbicides may be used for renovation or other special projects as designated by the City. The contractor shall apply the pre-emergent in compliance with the manufacturer's recommendations. The cost for this service shall be included in the contract and not be an extra cost for the City.

### **3.5.3 SELECTIVE BROADLEAF APPLICATION**

The Contractor shall apply selective broadleaf chemical herbicides for preventative weed control in all maintained contract areas. The cost for this service shall be included in the Contract, including as many following applications as necessary to control weeds, and not be an extra cost for the City.

### **3.5.4 NUTGRASS/CRABGRASS CONTROL**

Nut grass and crabgrass is prevalent and can become problematic if not properly addressed. The Contractor is responsible for applying appropriate herbicides in compliance with manufacturer's recommendations to maintain control of these grasses in all contract areas. The cost for this service shall be included in the contract, including as many follow-up applications as necessary to control the grasses, and not be an extra cost for the City.

### **3.5.5 INSECT, FUNGUS, PEST AND RODENT CONTROL**

The Contractor shall provide complete and continuous control and/or eradication of all plant pests and diseases at no extra cost. The Contractor shall provide control and/or eradication of other landscape pests, such as snails, gophers, etc. Preventive fungicide shall be applied as necessary.

Application rates will be the responsibility of the Contractor for proper usage of chemicals, and Contractor will be responsible for plants killed or damaged by use of these chemicals.

### **3.5.6 LICENSES, PERMITS AND REPORTS**

The Contractor shall obtain necessary permits and licenses to comply with City, County, State or Federal laws for using herbicide and pest control chemicals. The City will receive a one-year plan submitted by the Pest Control Advisor before application begins. Contractor will assume responsibility and liability for use of chemical controls. Contractor is responsible for submitting schedule of spraying of herbicides and pesticides to the City before start of contract. The Contractor shall complete and furnish a herbicide and pesticide application report to the City. The report shall have the following information included:

- The weed or pest to be controlled and locations of applications
- Method of control and type of chemical
- Copies of the product label
- A frequency schedule
- Copy of California State Application License

### **3.5.7 DAMAGES**

The Contractor shall be responsible for the results of application of all chemicals and will be responsible for plants killed or damaged by the use of these chemicals.

## **3.6 IRRIGATION SYSTEMS**

### **3.6.1 GENERAL**

The Contractor shall provide the following inspections, repairs and maintenance, supply all needed materials, and perform the work as necessary in order to maintain the irrigation system in a good state of repair.

### **3.6.2 QUALIFICATIONS OF PERSONNEL**

- The Contractor shall ensure that all personnel performing work on irrigation systems are appropriately trained and knowledgeable in the performance and operation of irrigation systems, including but not limited to the operation of each type and brand of controller in use. The Contractor shall provide in writing to the Inspector, the name and telephone number of the Contractor's designated irrigation specialist, and shall include copies of all current certifications and training for this individual to the City prior to contract award. The contractor must have at least one full-time irrigation technician and one full-time irrigation assistant assigned to this contract that has IA Certification or equivalent training as may be accepted by the City.
- In the event that it is necessary to change the Contractor's irrigation specialist, the Contractor shall notify the City within ten (10) days and provide the name, telephone number and certifications for the replacement individual for review and approval by the Landscape Inspector.
- In addition, the Contractor shall ensure that the irrigation specialist has attended all required training for the operation, maintenance and control of all irrigation equipment.
- It is expected that the Contractor and their staff shall stay current with various irrigation practices, water conservation measures and changes in ordinances and laws governing the use of irrigation throughout the term of the contract by attending various seminars, workshops and trade activities. For those irrigation systems supplied by CVWD, the Contractor shall quarterly review the current rules and ordinances proposed or adopted by the City.

- Contractor and their staff shall be knowledgeable and comply at all times with CVWD and all City ordinances governing landscaping and irrigation practices within the City.
- Contractor shall provide one full-time irrigation specialist and one full-time irrigation assistant at all times. Contractor may utilize the same full-time irrigation specialist and irrigation assistant in the event that Contractor is awarded more than one of the three contract areas. The City shall maintain its rights and prerogative to require the Contractor to assign additional full-time irrigation specialist(s) and/or irrigation assistant(s).

### **3.6.3 IRRIGATION SYSTEM HOURS OF OPERATION**

Landscape drip irrigation system operation shall occur at any times needed or as determined by the City Inspector. When feasible, landscape watering shall occur between 9:00 PM to 6:00 AM. When using the automated features of an ET Watering schedule, the computerized system will determine specific watering schedules. When temperatures are predicted to fall below freezing and/or during periods of extreme heat and when testing and repairing an irrigation system. In the event that design or operational issues relating to the irrigation system preclude the Contractor from watering only between 9:00 pm and 6:00 am, the Contractor shall immediately notify the Inspector. The Inspector shall investigate the issues relating to the irrigation issue and shall provide additional direction in writing regarding the irrigation system operation hours as appropriate.

### **3.6.4 NOTIFICATION OF IRRIGATION SYSTEM DAMAGE**

The Inspector shall be immediately notified of any damage suspected to be caused by accident, vandalism, theft, or Acts of God in which the actual cost of repairing all damage within a maintenance area, at the same time is over \$100.00 for both labor and materials. Immediate notification to the Landscape Inspector of any such damage, prior to start of work within the area, will serve to indicate the Contractor's belief that it was caused by factors beyond his control. The City shall review the damage and/or request information from the Contractor in order to establish the true cause of damage and determine responsibility for repair. The Contractor shall not be responsible for vandalism, theft, Acts of God or accidents involving landscape and irrigation not related to his operations.

### **3.6.5 ADJUSTMENTS TO IRRIGATION SYSTEMS**

The Contractor shall repair, replace, clean and adjust, straighten, raise and lower the following sprinkler system components as needed, for no additional cost, under normal wear conditions:

- Sprinkler Heads
- Sprinkler Head Risers
- Anti-theft/vandalism sprinkler head devices
- Valve Covers (including the branding of stations on replacement covers)
- Valve Boxes or Sleeves
- Quick Coupler Valves and Hose Bibs
- Bubblers, Emitters, etc.
- Sprinkler System Lateral Piping
- Sprinkler Control Valves
- Drip irrigation system including multi-outlet emitter device, and tubing and emitters

The Contractor shall be compensated as Extra Work or Supplemental Work, in accordance with Section 4.1.6 'Extra Work' of these Specifications, for work on the irrigation system including:

- Irrigation Controller
- Valve wiring to the Controller
- Ball and Gate Valves
- Irrigation main lines
- Flow sensor valves
- Master Control valves

### **3.6.6 CONTRACTOR NEGLIGENCE**

The Contractor shall, at no cost to the City, repair or replace any damaged irrigation system components due to his own negligence, including removal of anti-theft devices.

### **3.6.7 REPAIRS AS SUPPLEMENTAL OR EXTRA WORK**

The cost of all repairs to or replacement of irrigation system and landscape caused by vandalism, theft, or Act of God where the actual cost of repairing the irrigation component is greater than \$100.00 for both labor and materials, shall be classified as Supplemental Items of Work. Any repairs or replacement not covered by an item of Supplemental Work shall be paid for as Extra Work, in accordance with Section 4.1.6, Extra Work, of these Scope of Services. Full Compensation for inspections and testing of the irrigation system, and repairs to the irrigation system that are less than or equal to \$100.00 for both labor and materials for each maintenance area at the same time shall be considered as included in the monthly maintenance cost for the work involved; therefore no additional compensation will be allowed.

### **3.6.8 REPLACEMENT OF IRRIGATION SYSTEM COMPONENTS WITH EQUIVALENT COMPONENTS**

Any replacement of an irrigation system component must conform to the type and kind of the existing system, unless the use of anti-theft or anti-vandalism devices has been authorized by the Inspector. When appropriate, sprinkler heads shall be the same manufacturer as installed, unless approved by the Inspector. Any other deviation must be approved in writing by the Inspector. Replacement of a defective timer/controller shall be of the same model and manufacturer as the one to be replaced unless otherwise approved by the City. The City may, at its option, provide Contractor with a replacement timer/controller, in which case the hourly rate for irrigation repair under Section 4.1.6, Extra/Supplemental items of Work Schedule shall apply. Contractor shall hold onto old parts and request if the Inspector would like to verify their condition.

### **3.6.9 MANUAL IRRIGATION**

Irrigation shall be done by the use of the automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of his responsibility. In the event of a failure of any irrigation component that would prevent proper automatic irrigation of the landscaping, Contractor shall apply irrigation manually until the repair and/or replacement is accomplished. If the use of manual irrigation is necessary and is the result of delays of repair or replacement caused by the Contractor, the Contractor shall be responsible for the cost of providing manual irrigation. If the use of manual irrigation is necessary and is the result of delays of repairs or replacement caused by the City, the cost for manual irrigation shall be considered Supplemental or Extra Work and shall be reimbursable, provided that the Contractor notified the City in advance and that the City approved in writing that said manual irrigation is provided.

### **3.6.10 INSPECTION, TEST AND REPAIR OF IRRIGATION SYSTEM**

- The Contractor shall maintain all sprinkler systems in such a way as to ensure proper coverage and full working capacity, and shall make whatever adjustments which may be necessary to prevent run-off into street right-of-way, or other areas not meant to be irrigated. Care shall be exercised to prevent a waste of water or to cause erosion. Irrigation systems will be tested weekly for malfunctions, clogged spray heads, leaks, etc.
- In those non-turf landscape maintenance areas where an automatic sprinkler system is installed, the Contractor shall test and observe the irrigation system bi-weekly, or more often if climatic conditions warrants, the frequent occurrence of vandalism or damage requires, or at the direction of the Inspector. Turf areas shall be tested and observed for proper operation and coverage after each mowing of the turf.
- The Contractor shall physically inspect the system weekly for any damage to the system such as missing, damaged or misdirected sprinkler heads and shall test the operation of each valve for any malfunction. The City prefers that the Contractor perform irrigation inspections immediately following maintenance work in an area. The Contractor shall make appropriate repairs or adjustments as needed to the system based on their inspection including repairs and replacement of sprinkler heads, nipples and elbows to maintain adequate irrigation. Such repairs will be made by the contractor with same type/brand head, or approved equal by the Inspector.
- The Contractor shall also inspect the timer controls for proper operations and shall adjust the schedule and frequency of operation of the system on the first day of each month in order to ensure proper water delivery for each valve. The Contractor shall, by the first (1<sup>st</sup>) of each month, provide a written copy of the planned irrigation schedule, including irrigation days, start times and run-times per valve to the Inspector.
- For any area that has received an Irrigation Water Audit within the last 24 months, the Contractor shall use the schedule and frequency for each valve as set forth in the water audit as guidance in establishing the irrigation schedule for the month. Any deviation from this irrigation schedule without express written permission from the Inspector is prohibited.
- All other irrigation components will be inspected and maintained by the Contractor on a weekly basis. This will include laterals, main lines, gate valves, control wire, junction boxes and any other items in the system.
- Contractor shall be responsible for the cleaning of any filters, screens or other devices used to provide reclaimed water, or as part of the drip irrigation system, or a frequency as recommended by the manufacturer or as appropriate in order to ensure proper operation of the system.

- All below-ground irrigation valve boxes shall be kept clean of dirt and debris at all times in order to allow visual inspection of the irrigation component, and shall be periodically treated with an approved rodent control in order to prevent damage to the valve or wiring systems. Valves shall be properly tagged with an approved valve tag with the appropriate valve number, and each valve box lid shall be hot-stamped with the corresponding valve number or designation. Contractor will ensure that all valves correspond to the appropriate controller station number in order to facilitate testing, water audits and repairs. Valve boxes shall be periodically adjusted in order to ensure that the valve box lid is at the same height as the surrounding terrain; said adjustments shall be considered to be part of routine maintenance.
- On any irrigation system that includes an electrically operated booster pump, the Contractor shall start and observe the operation of the booster pump weekly. If any leakage occurs and/or there is any loss of pressure, he needs to notify the Inspector immediately. Repairs to Booster Pumps shall be the responsibility of the City.
- If any of the items mentioned in this section are found to be defective or in need of repair during the weekly inspection, said items shall be repaired immediately. The Contractor shall notify the Landscape Inspector immediately by telephone of the need to perform a repair during normal business hours. If the need for repair is discovered after normal business hours, the Contractor shall either isolate the damaged irrigation section so as to prevent future water losses, or make such emergency repairs or commence manual watering as necessary in order to prevent excessive loss of plant materials until the next business day.

### **3.6.11 IRRIGATION STANDARD**

Irrigation shall be accomplished in order to achieve the following:

- Turf, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color and to encourage deep rooting. Additional irrigation may be performed in the event of unusually hot/dry weather conditions upon approval of the Inspector.
- Landscaping on any slopes/banks, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to encourage deep rooting and prevent erosion.
- Shrub beds, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to prevent surface runoff. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins where needed shall be maintained during the establishment period.

### **3.6.12 EXCESSIVE IRRIGATION PROHIBITED**

Contractor is prohibited from applying excessive irrigation to any landscaped area.

- Contractor shall ensure that the monthly water usage shall be within the limits of the Annual Maximum Allowable Water Budget (AMAWB), prepared by the City and the ET Rate, whichever is higher for each water meter servicing a maintenance area.
- Contractor shall notify the Inspector by phone immediately upon discovery of any broken or damaged irrigation component that may have allowed excessive use of water, and shall follow up said telephone notification with written notice within three (3) business days, either delivered by facsimile, mail or hand-delivery to the Inspector. Said notification shall include the date and time that the damage was discovered, the controller and valve numbers affected and the corrective actions taken.
- Contractor will be required to pay the cost for excessive watering if documentation of why the excess watering occurred is not found to be acceptable by the City.

## **4.0 MASTER SCHEDULE, WORK PERIODS, NOISE CONTROL**

### **4.1.1 REPORTS AND SCHEDULES**

The Contractor shall, as a part of this Agreement, submit reports and schedules as a contractual requirement. Such reports and schedules shall include, but shall not be limited to the following:

- Weekly checklists reflecting the date and type of work performed. These will be submitted no later than the Monday following the work week identified. Monthly payment will not be disbursed without submission of these forms.
- Weekly Maintenance Schedule Chart. Typical weekly maintenance time scheduling, such as mowing, weeding, litter pickup, etc. will be described on this chart. If there is any variance to this schedule, the City must be notified.
- Yearly Schedule at the inception of the Contract. Contractor shall submit a tentative yearly schedule for non-weekly maintenance, such as fertilization (including timing, application rates and type), pruning, pesticides, post and pre-emergent.

### **4.1.2 WORK HOURS**

The Contractor shall perform work at such times as to minimize disturbance to residents, or to pedestrian or vehicle circulation. When preparing their weekly schedule, the Contractor shall schedule work to be performed between the hours of 6:00 am and 5:00 pm, Monday through Saturday, unless otherwise approved by the City. Emergency work directed by the City is not impacted by these restrictions.

The Contractor shall not work on Highway 111 between the hours of 7:00 – 9:00 am on Mondays and the hours of 3:00 – 5:00 pm on Fridays, unless approved by the Inspector.

### **4.1.3 NOISE AND SOUND CONTROL**

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.

#### 4.1.4 MONTHLY EVALUATIONS

The Inspector will prepare a weekly evaluation and performance report relative to each area maintained. The Inspector and the Contractor shall meet weekly at the City designated location, to discuss the report and any items that need immediate attention.

#### 4.1.5 INSPECTIONS

The Inspector will conduct periodic inspections of maintained areas for compliance. Any items noted not to be in compliance with the specifications will be discussed immediately with the Contractor's on-site representative and the Contractor shall sign a copy of the Inspection Report, acknowledging receipt. Correction of these items shall be accomplished within the time frame provided by the Inspector.

The Contractor shall certify to the Inspector in writing upon correction of all items noted on the Inspection Report and shall return one signed copy of the report to the Inspector within 5 business days. Continued non-compliance or failure to correct noted deficiencies in a timely manner, shall constitute sufficient grounds for further action, up to and including termination of the contract. Contractor or his representative shall also meet as requested on site for field inspections with the Inspector to discuss and sign said inspection reports. **Failure on the part of the Contractor to meet at the designated time and place will result in the assessment of the liquidated damages set forth in Section 5.1.4 of this Scope of Services and in the Agreement, and deducted from the monthly contract payment for each correction.**

#### 4.1.6 EXTRA WORK/SUPPLEMENTAL WORK AND EMERGENCY CALL OUTS

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 basis. Such work will be billed at the actual cost of labor and wholesale cost of materials plus ten percent. The City and Contractor, at the inception of the contract, will assess the actual costs of labor and equipment and arrive at a mutually agreeable unit price for this function. The Contractor will be required to submit a list of job classifications, labor rates and equipment with hourly rates (on an annual basis). Equipment rental rates shall be based upon and not exceed local rates from commercial equipment rental vendors or rates published by the State of California Department of Transportation.

- The Contractor shall submit a request for extra work in writing, identifying estimated material and equipment costs and a not-to-exceed labor cost, before commencing work. The contractor must have a signed authorization before payment is made.
- 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 could result in monetary deductions from the monthly billing. Any work performed between 5:00 pm and 6:00 am, Monday through Saturday and all day on Sunday shall be considered emergency service. Response to emergency service shall be paid at a rate of 150% of the agreed rate for extra work during regular work hours. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. On weekends, the City will determine if the correction or repair can wait until Monday.

- Extra work will be separate items 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.
- The Contractor shall furnish the City with local emergency telephone numbers, which can be called 24 hours a day, 7 days a week and Holidays, when the Contractor or their representative is on the job site. Any answering service or machine is not adequate for emergency calls.

## **5.0 COMMUNICATION, DEFICIENCIES, PAYMENT AND PAYMENT REDUCTION**

### **5.1.1 COMMUNICATION WITH CITY**

The Contractor shall submit to the City a list of employee names and titles, for all personnel working on the various maintenance areas. The list will identify the Supervisor, Foreman, or Crew Leaders who will communicate with the Inspector and also include their 24/7 contact information.

### **5.1.2 CITY NOTIFICATION OF DEFICIENCIES TO CONTRACTOR**

All notifications to the Contractor from the City will be in writing. Deficiencies in Contractor maintenance will be dealt with as specified in the Section 4.1.5 'Inspections'.

### **5.1.3 CONTRACTOR NOTIFICATION OF PROBLEMS TO CITY**

The Contractor shall immediately call the Inspector to provide notice of any problem or deficiency. The Contractor shall follow up in the same work day with a written facsimile or letter identifying the problem or deficiency, as to who at the City was notified and any corrective actions taken or scheduled.

### **5.1.4 CONTRACTOR PAYMENT REDUCTION/LIQUIDATED DAMAGES**

The City of Rancho Mirage has set up very specific criteria in which to evaluate the performance of the Contractor on a weekly basis. If performance by the Contractor is deficient, the City reserves the right to subtract a cost from the monthly billing. 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 incident. Examples of deficiencies that warrant such deductions include, but are not limited to, the following:

- Lack of compliance to specifications, e.g., failure to adequately mow, edge, litter pick, sweep/rake, weed, and prune, remove dead plant material, etc.
- Failure to provide specified reports or to falsify reports, including recycling sites used for green waste and gross weight tickets from the facility indicating the City of Rancho Mirage as the origin of the green waste.
- Failure to supply adequate equipment, labor or supervision.
- Failure to repair irrigation deficiencies in the allotted time frame.
- Failure to comply with schedules. Variances may be approved upon request by Contractor and approval by the City. Delays in part due to adverse weather conditions will be taken into consideration.
- Failure to protect public health and safety.
- A statement will be provided with the monthly payment describing the reason for withholding a portion of the payment and a listing of the amount.

### **5.1.5 CONTRACT TERMINATION**

Failure to perform specified items of work as provided in these Scope of Services, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for terminating the contract. Notice of termination will be given by certified mail and will be effective 15 calendar days after the date said notice was mailed. Notification of any termination will be given to the surety, who shall have the right to take over the contract within 15 days of being notified. Failure of the surety to assume the provisions of the contract within 15 days shall constitute grounds for the City to assume responsibility for providing maintenance services with the right to recover damages from the Contractor or the surety arising from the Contractor's failure to perform.

### **5.1.6 NOTICE**

Any Contractor who has their contract terminated by the City for non-performance shall be deemed a 'non-responsible' Contractor for a period of three years following the date of termination and will not be allowed to submit a bid to the City for any other landscape maintenance contract during that period.

### **5.1.7 CITY'S RIGHT TO DO WORK; OFFSET IN PAYMENTS OWED**

The City reserves the right to perform any of the work described in the Scope of Services. If such work is performed by the City or any of its designees, the Contractor must submit a statement setting forth the reduced amount it is owed by the City as a result of the City's performance of the work. The amounts owed by the City will then be appropriately reduced.

### **5.1.8 PAYMENT REQUEST AND FORMAT**

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily. Payment will be approved only after all required work requested checklists are submitted and verification of completed work is made by the Inspector. The City's payment terms are thirty (30) days from receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30). The Contractor shall organize and format the monthly invoice as directed by the City in order to maintain proper cost accounting for each maintenance area.

## **6.0 CONTRACTOR STAFFING, SUPERVISION AND REPORTS**

### **6.1.1 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 machine or mobile telephone shall not fulfill the requirement for a local office.

### **6.1.2 PERSONNEL AND SUPERVISION**

The Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing on schedule all work required under this contract. The Contractor shall maintain a supervisor working regular hours. All supervisors shall have the requisite knowledge to perform this function and be able to communicate this in the English language. The Contractor and/or his support staff shall have expertise and experience in turf management, entomology, pest and weed control, soils, fertilization, plant identification, irrigation systems and tree pruning in accordance with standards created by the International Society of Arboriculture (ISA). The representative shall be considered as an agent of the Contractor with authority to receive official notices and make binding agreements on the prosecution of the work. The Inspector shall be given five (5) days prior written notice of a change in such representative. Contractor may utilize the same full time Supervisor in the event that Contractor is awarded more than one of the three contract areas. The City shall maintain its rights and prerogative to require the Contractor to assign additional full time supervisor(s) in order to maintain compliance with this Scope of Services.

The contractor shall provide to the City Facility Manager and City Inspector the name of all workers assigned to this contract. Updates will be provided immediately as changes to assigned personnel occur.

### **6.1.3 SPECIALTY PERSONNEL, LICENSES, CERTIFICATIONS**

The following tasks will be performed by the Contractor, by employees who have the permits, licenses or certifications required by the City, State, Federal Laws or directives:

- Application of chemical herbicides and fungicides
- Application of pest control chemicals
- Fertilization application
- Tree/Arborist services
- Services for irrigation systems

### **6.1.4 CONTRACTOR IDENTIFICATION**

All employees shall be dressed in a uniform shirt identifying them as the Contractor's personnel, and shall be so attired at all times. The employees shall also have in their possession at the jobsite all necessary safety attire and equipment necessary to perform their duties. All of the Contractor vehicles shall be clean, neat and in good repair, shall have the Contractor's name and local telephone number visible on both sides of the vehicle and shall include the Contractor's State license number. All Contractor vehicles shall be equipped with a vehicle mounted rotating or flashing amber beacon light of sufficient candle-power to be readily visible to any approaching traffic. Beacon light shall be activated at any time that Contractor's vehicle is parked in a street or highway.

### **6.1.5 CONTRACTOR CONTACT/EMERGENCY/AFTER HOURS CONTACT**

The Contractor shall provide a business phone number to the City which is answered during normal business hours, defined as Monday through Friday, 8:00 am to 4:30 pm, as well as an afterhours emergency phone number. The Contractor's representative shall respond back to any telephone message left during normal business hours within two (2) hours of the time a message is left.

## **7.0 GREEN WASTE**

### **7.1.1 CITY POLICY REGARDING GREEN WASTE**

Contractor shall compost all appropriate green waste removed to an approved facility where green waste is converted in accordance with applicable laws. Contractor shall submit in their weekly reports a listing of recycling sites used and a gross weight slip from the facility. Gross weight slips shall indicate the origin of all green waste as the City of Rancho Mirage.

## **8.0 SAFETY**

### **8.1.1 GENERAL SAFETY**

The Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation. The Contractor shall exercise due care in protecting from damage all existing facilities, structures and utilities, both above surface and underground. Any damage deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The Contractor is required to contact Underground Service Alert before performing any sub-grade work. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

### **8.1.2 SAFETY MEETINGS AND REPORTS**

The Contractor will hold all safety meetings required of their personnel by OSHA, CAL-OSHA, and often State and Federal agencies. Copies of the meeting minutes shall be submitted to the City on a monthly basis.

### **8.1.3 MAINTAINING TRAFFIC CONTROL**

Warning signs, lights and devices for use in performance of work upon streets and highways shall conform to the American Public Works Association's *Work Area Traffic Control Handbook* "WATCH," current edition, utilized by the City.

- A minimum of one (1) lane shall be maintained for each direction of traffic at all times, unless approved otherwise by the City.
- The Contractor shall not work on Highway 111 between the hours of 7:00 – 9:00 am on Mondays and the hours of 3:00 – 5:00 pm on Fridays, unless approved by the Inspector.
- Full compensation for furnishing and installing all signs, lights, flares, barricades and other traffic control devices necessary to expedite passage of public traffic through the work area shall be considered as included in the prices paid for the various contract items of work involved and additional compensation will not be allowed therefor.

- The Contractor shall apply at the Public Works Department for an encroachment permit for lane closures during the performance of this contract, subject to the following restrictions. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 5:00 pm, Mondays through Thursdays and after 3:00 p.m., on Fridays and the days preceding designated legal holidays, and when maintenance operations are not actively in progress on working days. If lane closures are required outside of these periods or for a continuous period, the Contractor shall secure appropriate permits from the City Engineer and comply with required City standards regarding lane closures.
- Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. All Contractor vehicles shall be equipped with a permanently-mounted rotating or flashing amber beacon of sufficient candle-power to be readily visible to any approaching traffic. Beacon shall be activated at any time that Contractor's vehicle is parked in a street or highway.
- The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working areas clear of parked vehicles.

#### **8.1.4 REMOVAL OF SIGNS**

Any unauthorized signs, stakes, memorials, posts/poles, political or otherwise, found within or immediately adjacent to the landscaped areas and in the public right-of-way from time to time shall be considered as trash and debris and shall be removed by the Contractor immediately. Full compensation for removal of such items shall be considered as included in the prices paid for the various contract items of work involved and not additional compensation will be allowed therefore.

#### **8.1.5 CLEANUP AND DUST CONTROL**

Cleanup and dust control shall conform to the applicable AQMD Rules and Regulations. Contractor shall not create nor cause to be created any fugitive dust during the performance of this contract.

## Appendix 1

### Landscape Maintenance Areas Listing

**PROPOSER'S PROPOSAL**

**CITYWIDE LANDSCAPE AREAS 'C' (Buildings/Facilities/Special Districts)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE (MONTHLY)</u>
1.	<b>City Hall:</b> Located at Highway 111 and Frank Sinatra Drive. Includes all planter areas and artificial turf areas surrounding the building as well as lower and upper parking areas and parkway area along Highway 111.	\$ _____
2.	<b>Public Works Yard:</b> Located at 72201 Manufacturing Road, Thousand Palms, CA. Includes all on-site planter areas, parking lot areas as well as landscaped perimeter on Varner Road and Manufacturing Road.	\$ _____
3.	<b>Fire Station #50:</b> Located at 70801 Highway 111, south of Thunderbird Heights. Includes all planter and parkway areas and turf area to the north.	\$ _____
4.	<b>Fire Station #69:</b> Located at 71751 Gerald Ford Drive, west of Bob Hope Drive. Includes all planter and parkway areas.	\$ _____
5.	<b>Special Areas:</b> Zone A/Tamarisk Estates Parkway.	\$ _____
6.	<b>Special Areas:</b> Zone B/Mirage Estates Parkway.	\$ _____
7.	<b>Special Areas:</b> Zone C Mirage Cove Drive Median, Highway 111 Palm Trees and Parkway and lot adjacent to Mimi's Restaurant.	\$ _____
8.	<b>Special Areas:</b> Zone D/Cypress North Parkway.	\$ _____
9.	<b>Highway 111 Parkways and Other Areas:</b> Includes Duncan Emmons (San Jacinto to Indian Trail), Barbara Drive (cul-de-sac), Rancho Rd. (cul-de-sac) and Koffi public parking lot at 71380 Highway 111.	\$ _____
10.	<b>Via Florencio Parking Lot:</b> Small planters within parking lot on northwest side of intersection.	\$ _____
11.	<b>Library:</b> Located at 71-100 Highway 111. Includes all planter areas around building, the site perimeter, parkways along Highway 111 and parking lot areas.	\$ _____

**TOTAL MONTHLY COST** \$ \_\_\_\_\_ X 12 Months

COMPANY NAME:

ADDRESS:

TELEPHONE:

FAX:

PROPOSAL PREPARED BY:

TITLE:

SIGNATURE:

**TECHNICAL ABILITY AND MINIMUM LABOR ASSESSMENT**

**Proposer must possess a valid C27 California State Contractors License. Since this type of work is a specialty within a license group, the City of Rancho Mirage shall require the Contractor to supply proof of their Proposer’s License, as well as, Chemical Applicator’s License and Irrigation Technician Certification. Although not mandatory, it is desirable for the Proposer to have a Certified Arborist on staff.**

COMPANY NAME (as shown on license)\_\_\_\_\_

CALIFORNIA STATE CONTRACTOR’S LICENSE NUMBER\_\_\_\_\_

CHEMICAL APPLICATOR’S NAME AND LICENSE NUMBER\_\_\_\_\_

CHEMICAL ADVISOR’S NAME (S) AND LICENSE NUMBER\_\_\_\_\_

IRRIGATION TECHNICIAN’S NAME AND TYPE OF CERTIFICATION(S)\_\_\_\_\_

CERTIFIED ARBORIST’S NAME AND CERTIFICATION INFORMATION:

ON-SITE / FIELD SUPERVISOR NAME AND QUALIFICATIONS/EXPERIENCE:

**Proposers shall list references where similar work has been performed, including name of city/company/development, contact person, phone numbers and description of work.**

NAME OF CITY/COMPANY/DEVELOPMENT\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_PHONE NUMBER\_\_\_\_\_

DESCRIPTION OF WORK PERFORMED\_\_\_\_\_

NAME OF CITY/COMPANY/DEVELOPMENT\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_PHONE NUMBER\_\_\_\_\_

DESCRIPTION OF WORK PERFORMED\_\_\_\_\_

NAME OF CITY/COMPANY/DEVELOPMENT \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED \_\_\_\_\_

**Proposers shall have extensive knowledge of all irrigation systems within the contract areas. Please list the type of controllers and systems your irrigation specialists and company has expertise in.**

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**Proposer is required to have modern, functional equipment to perform the work in the contract area that will facilitate expedient and professional results. Please list all major equipment owned by your company. This would include age and type of mowers, chemical and fertilizer application equipment, etc. Attach additional sheets as necessary.**

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**The Proposer shall supply sufficient labor to complete the work as specified for the specific terms and conditions. Please list the minimum monthly man-hours your company will provide for each contractual area. Break the hours down to supervision, regular maintenance, labor and irrigation checks and total hours. The hours listed here will be part of the contract agreement and monitored by the City.**

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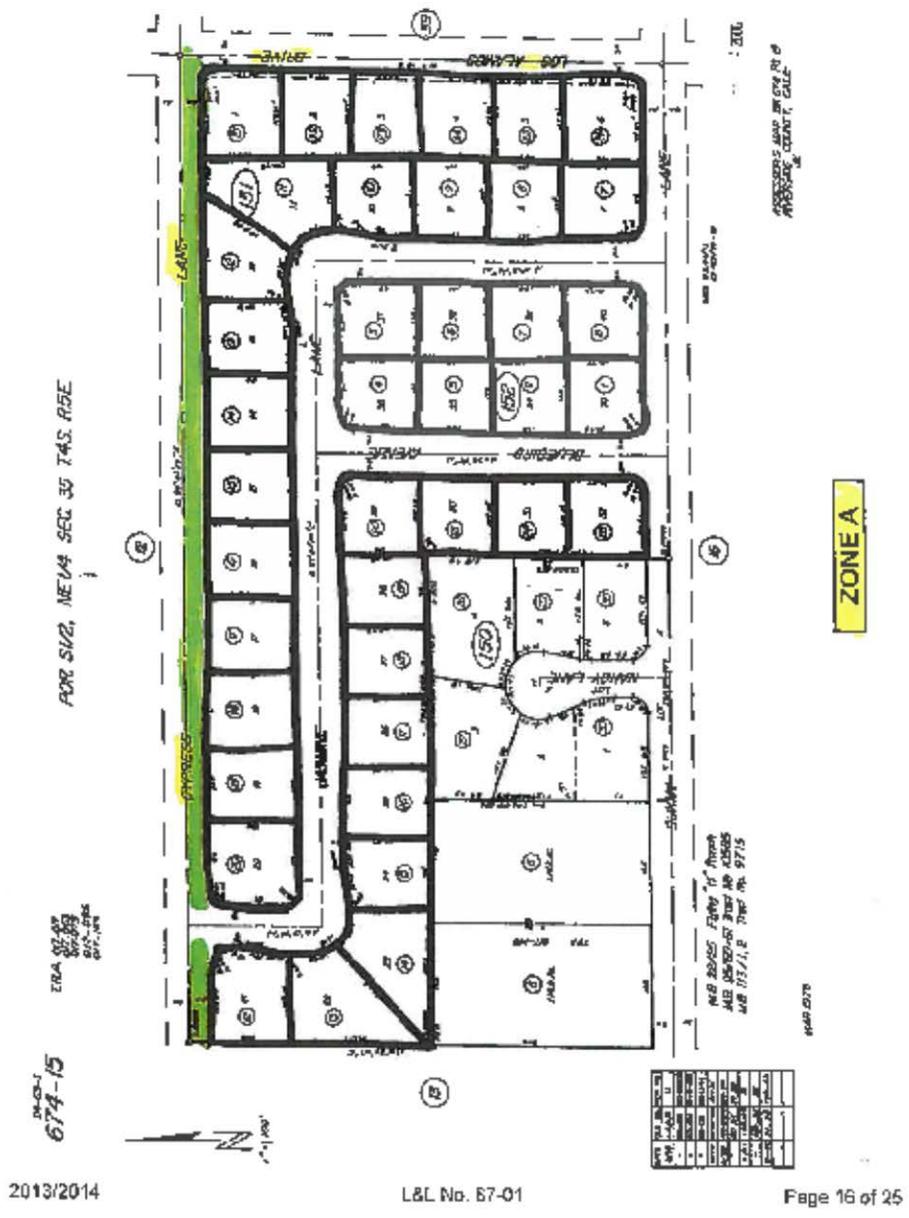
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<b>CITYWIDE LANDSCAPE AREAS C' (Buildings/Facilities)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>		<b>WEEKLY HOURS</b>	<b># of WORKERS PER DAY</b>
<b>1.</b>	<b>City Hall:</b> Located at Highway 111 and Frank Sinatra Drive. Includes all planter areas and artificial turf areas surrounding the building as well as lower and upper parking areas and parkway area along Highway 111.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
<b>2.</b>	<b>Public Works Yard:</b> Located at 72201 Manufacturing Road, Thousand Palms, CA. Includes all on-site planter areas, parking lot areas as well as landscaped perimeter on Varner Road and Manufacturing Road.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
<b>3.</b>	<b>Fire Station #50:</b> Located at 70801 Highway 111, south of Thunderbird Heights. Includes all planter and parkway areas and turf area to the north.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
<b>4.</b>	<b>Fire Station #69:</b> Located at 71751 Gerald Ford Drive, west of Bob Hope Drive. Includes all planter and parkway areas.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
<b>5.</b>	<b>Special Areas:</b> Zone A/Tamarisk Estates Parkway.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
<b>6.</b>	<b>Special Areas:</b> Zone B/Mirage Estates Parkway.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.

7	<b>Special Areas:</b> Zone C Mirage Cove Drive Median, Highway 111 Palm Trees and Parkway and lot adjacent to Mimi's Restaurant.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
8.	<b>Special Areas:</b> Zone D Cypress North Parkway.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
9.	<b>Highway 111 Parkways and Other Areas:</b> Includes Duncan Emmons (San Jacinto to Indian Trail), Barbara Drive (cul- de-sac), Rancho Rd. (cul- de-sac) and Koffi public parking lot at 71380 Highway 111.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
10.	<b>Via Florencio Parking Lot:</b> Small planters within parking lot on northwest side of intersection.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.
11.	<b>Library:</b> Located at 71- 100 Highway 111. Includes all planter areas around building, the site perimeter, parkways along Highway 111 and parking lot areas.	<b>Reg. Maint.</b> <b>Irrigation</b> <b>Total</b>	_____ Hrs. _____ Hrs. _____ Hrs.	_____ Wrks. _____ Wrks. _____ Wrks.

**Total Area 'C' Hours/Month** \_\_\_\_\_

**Appendix 2**  
**Maps of Maintained Areas**  
**Special Areas**  
(See Attached)

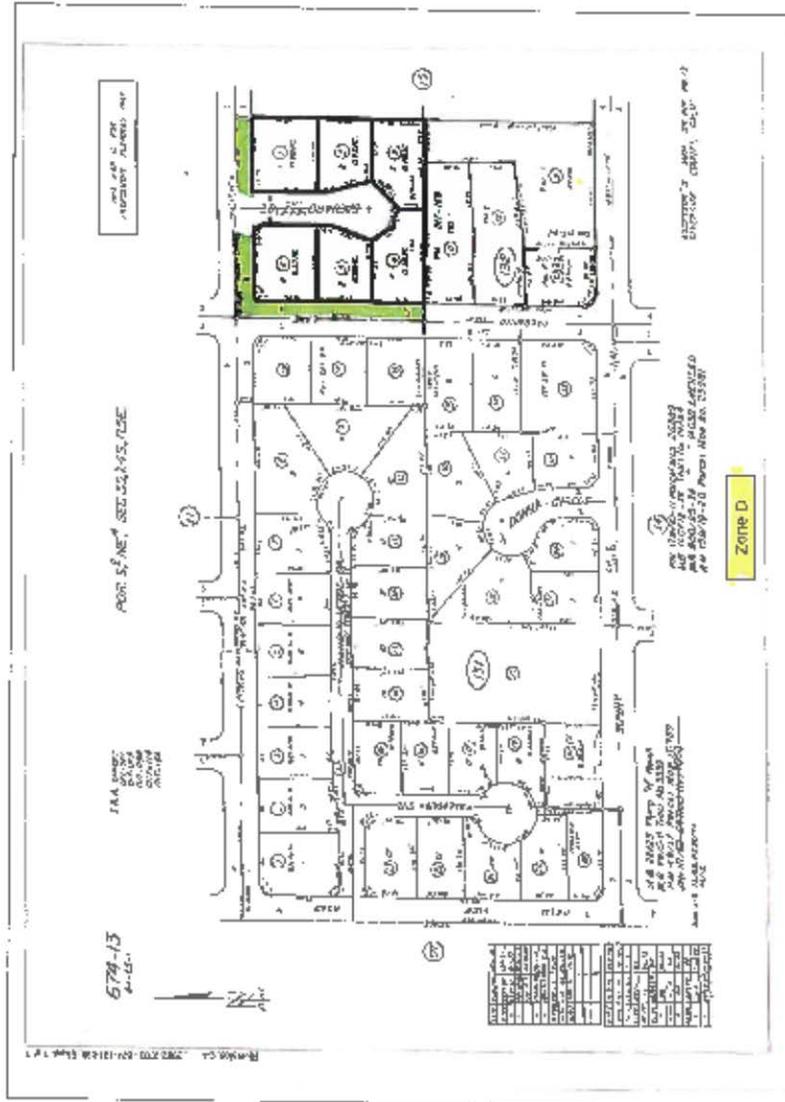












(See Attached)

**Appendix 3**  
**Maintenance Frequency Matrix**  
(See Attached)

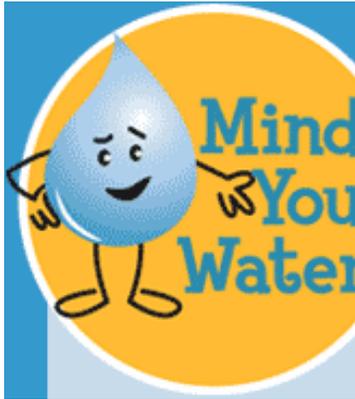
**CITYWIDE LANDCAPE CONTRACT AREA "C"**

MAINTENANCE TASK		City Hall	City Yard	Fire Station #1	Fire Station #2	L&LD Zones A, B, C,	Highway 111 Parkways & Other	City Hall Annex	Via Florencia Parking Lot	Library
<b>HARDSCAPE/D.G.</b>	Litter Pick	Daily	Weekly	Weekly	Weekly	Weekly	Daily	Daily	Daily	Daily
<b>PICNIC AREAS</b>	Clean Hardscape	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
<b>SPORTS COURTS</b>	Rake D.G.	Weekly	Weekly	Annually	Annually	Annually	Weekly	Weekly	Weekly	Weekly
	Power wash Hardscape	Monthly	Monthly	Monthly	Monthly	Monthly	Annually	Annually	Monthly	Monthly
	Seal Bomanite									
	Inspect/Adjust Up lights	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
	Clean Picnic Facilities	Daily								Daily
	Rake Sand in Play Areas									
	Power Wash Play Structures									
	Power Wash Picnic Areas	Monthly								Monthly
	Power Wash Sports Courts									
	Power Wash Sidewalks	Monthly	Monthly	Annually	Annually	Annually		Monthly	Monthly	Monthly
<b>PRUNING</b>	Prune Shrubs	Feb, June, Sept.	Mar, July, Oct	Feb, June, Nov	Feb, June, Nov	Feb, June, Nov	Feb, June, Sept	Mar, July, Oct	Mar, July, Oct	Feb, June, Sept.
	Prune/Shape Groundcover	Feb, June, Sept.	Mar, July, Oct	Feb, June, Nov	Feb, June, Nov	Feb, June, Nov	Feb, June, Sept	Mar, July, Oct	Mar, July, Oct	Feb, June, Sept.
	Prune Trees	Feb, June, Sept.	Mar, July, Oct	Feb, June, Nov	Feb, June, Nov	Feb, June, Nov	Feb, June, Sept	Mar, July, Oct	Mar, July, Oct	Feb, June, Sept.
<b>TURF MAINTENANCE</b>	Mow Turf			Weekly		Weekly	Weekly			
	Edge Turf			Weekly		Weekly	Weekly			
	Scalp & Over seed Turf			Annually		Annually	Annually			
	Aerate Turf			Annually		Annually	Annually			
	Top Dress Turf			Annually		Annually	Annually			
	Artificial Turf Maintenance	Weekly								Weekly

**CITYWIDE LANDCAPE CONTRACT AREA "C"**

MAINTENANCE TASK		City Hall	City Yard	Fire Station #1	Fire Station #2	L&LD Zones A, B, C,	Highway 111 Parkways & Other	City Hall Annex	Via Florencia Parking Lot	Library
<b>FERTILIZATION</b>	Fertilize Turf			Quarterly		Quarterly	Quarterly			
	Fertilize Shrub/G.C.	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Mar, June, Oct	Mar, Jun, Oct	Quarterly
	Fertilize Trees	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Mar, June, Oct	Mar, Jun, Oct	Quarterly
<b>WEEDS &amp; PESTS</b>	Manual Weed Removal	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
	Landscape Pre-Emergent	Monthly	Monthly	Monthly	Monthly	Monthly	Quarterly	Quarterly	Quarterly	Monthly
	Turf Pre-Emergent					Monthly	Quarterly			Monthly
	Turf Broadleaf Application					Monthly	Quarterly			Monthly
	Landscape Broadleaf Application	Quarterly				Quarterly	Quarterly	Quarterly	Quarterly	Quarterly
	Nut grass/Crabgrass Turf	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
	Nut grass/Crabgrass Landscape	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
	Insect Control	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
	Herbicide Control	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
<b>IRRIGATION</b>	Irrigation System Inspection	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
	Irrigation Coverage Check	Monthly	Monthly	Monthly	Monthly	Monthly	Weekly	Weekly	Weekly	Monthly
	Irrigation Repairs	Daily	Daily	Daily	Daily	Daily	Weekly	Weekly	Weekly	Daily
	Irrigation Clock Resetting	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly

**Appendix 4**  
**Scalping and Overseeding Guidelines**  
(See Attached)



## SMART SCALPING:

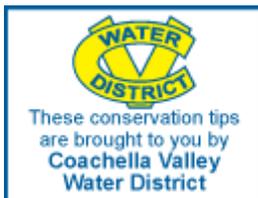
- Conserves Water
- Saves Money
- Improves Air Quality
- Eliminates Annoying Dr
- Reduces Debris Clean-U



### RESIDENTIAL RE-SEEDING GUIDE

Optimal re-seeding season is generally **mid-to-late October**.

- Home
- 40 Ways to Save Water
- Landscaping Water Guide
- Low Water Use Plant Lists
- Local Nurseries
- West Nile Virus
- Smart Scalping Guide
- Contact Coachella Valley Water District
- Related News



**September 15 – October 14** – Reduce watering to 5 minutes per night; **DO NOT SCALP.**



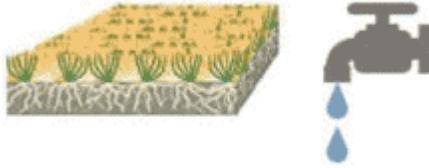
Before re-seeding, it is best to wait until the Bermuda grass has naturally begun to go dormant, i.e. around the time when night temperatures drop to 65-75 degrees.

**October 15 – Turn water off.**

- Mow grass to 1/2 of normal mowing height;
- Slightly dampen cut grass for collecting;
- Clean up debris;
- Repair broken sprinklers;
- Thoroughly moisten soil and apply seed;
- For next 20 days (through November 3), water for 3 minutes, every 2 hours, beginning at 8 AM for a total of 15 minutes everyday.



**November 4 – November 13** - Change watering cycle to 5 minutes, 3 times a day, for a total of 15 minutes everyday.



**November 14** – Grass should take about 30 days to mature; water as necessary, but avoid run-off. Night time watering is recommended.



**Remember:** Seasonal re-seeding is OPTIONAL. Bermuda grass can be allowed to go dormant for 2 months in the winter, which it will do naturally, and revive in the Spring.

## **GENERAL INSTRUCTIONS FOR SUBMITTAL:**

### A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **3:00 P.M. (Pacific Standard Time), Tuesday, September 29, 2015, to:**

City of Rancho Mirage  
Attn: Mark Sambito, Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

### B. Due Date and Time:

Proposals submitted after **3:00 P.M. on Tuesday, September 29, 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 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 PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES-AREA C - 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

All comments or questions from proposers must be submitted in writing and received by no later than end of business day on **Tuesday, September 22, 2015** ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to Vallerie Walthour:

1. At [valleriew@RanchoMirageCA.gov](mailto:valleriew@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.

Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before 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](http://www.ranchomirageca.gov), as well as everywhere else the RFP was originally posted and published. Though the City shall forward 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 is to be forwarded by the City. 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, in substantially the same form as the form attached hereto as **Exhibit "A."**

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 16 through Section 20 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 maintenance 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 similar landscape maintenance services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.

6. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

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, and anticipated hours to be worked 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 monthly price for completing services.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.
4. The City is seeking quotes for up to four (4) years. The Agreement entered into between the selected custodial company and the City shall be for a term of one (1) year, and shall automatically renew each year for an additional one (1) year term, up to a maximum of three (3) total years. The Agreement will not renew if (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the Agreement term or any extended term thereof, or (ii) the City does not appropriate the required funds to support renewal of the Agreement for any renewal year.

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.

**PERFORMANCE BOND OR CASHIER'S CHECK**

The bidder that is ultimately selected to perform the services set forth in the Scope of Services shall be required to post a performance bond for 100% of the compensation amount to be paid the selected bidder under the Agreement, or, in the alternative, the bidder may provide a cashier's check made payable to the City in the amount of five percent (5%) of the total amount of the proposed Agreement. Any proposal not accompanied by such a guarantee will not be considered. If any proposer to whom the contract is awarded fails or refuses to execute the Agreement or furnish the required insurance policies as set forth in the Agreement, the proposal guarantee(s) shall be forfeited to the City. The proposal guarantees of all proposers will be held until the successful firm has properly executed all documents required by the Agreement.

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**EXHIBIT "A"**

**SERVICE PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF RANCHO MIRAGE  
AND**

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THIS SERVICE PROVIDER AGREEMENT (hereinafter, the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Rancho Mirage, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City," and \_\_\_\_\_, hereinafter referred to as "Service Provider."

**RECITALS:**

**WHEREAS**, the City desires to enter into an agreement for landscape maintenance services for \_\_\_\_\_, located at \_\_\_\_\_, Rancho Mirage, California, (sometimes, the "Services"); and

**WHEREAS**, the City desires to retain the services of a qualified service provider to provide the Services on an independent contractor's basis.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

**Section 2. SCOPE OF SERVICES, EXTRA WORK**

a. Service Provider shall perform the Services specifically described in the Scope of Services, attached hereto and incorporated herein by this reference as Exhibit "A," and in accordance with the City's Request for Proposals dated \_\_\_\_\_, 2015, which is hereby incorporated into this Agreement by this reference as though fully set forth herein. 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.

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

**Section 3. TERM**

a. Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence \_\_\_\_\_, 2015, and expire \_\_\_\_\_, 20\_\_\_\_.

b. The Agreement term shall automatically renew for three (3) additional one (1) year terms unless (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the Agreement term or any extended term thereof, or (ii) the City does not appropriate the required funds to support renewal of this Agreement.

**Section 4.                  COMPENSATION**

Service Provider shall be paid compensation not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_.\_\_\_\_) in accordance with the Scope of Services, for the services rendered by Service Provider pursuant to this Agreement.

**Section 5.                  METHOD OF PAYMENT**

a. Service Provider shall invoice the City on a monthly basis for the performance of the services under this Agreement in the amount agreed upon by the parties herein.

b. Service Provider 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.

**Section 6.                  PERFORMANCE SECURITY**

Upon execution of this Agreement, Service Provider shall furnish and deliver to the City a performance bond in substantially the same form as that attached hereto and made part hereof as Exhibit "B," at no expense to the City. The performance bond shall equal 100% of the total estimated amount to be paid Service Provider under this Agreement, as set forth in Section 4, as security for the faithful performance of this Agreement and shall be furnished by a surety company satisfactory to the City. No alterations or substitution of said form shall be allowed. 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. Notwithstanding the foregoing, alternatively, the City expressly acknowledges that Service Provider may provide a cashier's check made payable to the City in the amount of five percent (5%) of the compensation amount set forth in Section 4 of this Agreement. Service Provider expressly acknowledges that its failure to perform the services in accordance with this Agreement shall result in a forfeiture of the cash deposit to the City.

**Section 7.                  INDEPENDENT CONTRACTOR'S STATUS**

Service Provider 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.

**Section 8.                  CIVIL CODE SECTION 1542 WAIVER**

Service Provider 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."

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. Service Provider 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

**Section 9.**

**REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING  
INDEPENDENT CONTRACTOR'S STATUS OF SERVICE  
PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is not required to comply with daily instructions from City staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

(2) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Service Provider pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

(7) Service Provider is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

**Section 10.**

**NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 11. WARRANTY**

Service Provider warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

**Section 12. FAMILIARITY WITH WORK**

a. By executing this Agreement, Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the City Manager or his or her designee.

**Section 13. EQUAL OPPORTUNITY EMPLOYMENT**

Service Provider 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, Service Provider 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.

**Section 14. CONFLICTS OF INTEREST**

Service Provider 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 Service Provider's services under this Agreement. In the event the City officially determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

**Section 15. COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS**

Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

Service Provider 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, including a City business license.

**Section 16.**

**INSURANCE REQUIREMENTS**

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive 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 Service Provider or its officers, employees, servants, volunteers and agents and independent contractors. Service Provider shall provide insurance on an occurrence, not claims-made basis. Service Provider 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. Service Provider 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 (\$2,000,000) in the aggregate, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Service Provider agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Service Provider enters into contracts or whom Service Provider 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. Service Provider 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.

d. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Service Provider 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.

e. Service Provider 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 Services, Service Provider shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

**Section 17.**

**WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Service Provider has no employees performing work under this Agreement. If the Service Provider has no employees for the purposes of this Agreement, Service Provider shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "C." Service Provider agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved with the Services to do the same.

**Section 18.          ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insured's. 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.

**Section 19.          WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

**Section 20.          INSURANCE DOCUMENTATION**

a. Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City certificates of said insurance with original endorsements on or before the commencement of the term of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

b. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage by either party (except by paid claims) unless the insurer has provided the City with 30 days prior written notice of cancellation or reduction in coverage.

c. All insurance policies required to be provided by Service Provider 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 its officers, employees, servants, volunteers, agents and independent contractors.

**Section 21.          TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by the City at any time provided that the City provides Service provider at least thirty (30) business days written notice of such termination or suspension.

b. This Agreement may be terminated or suspended with cause by either party at any time provided that the respective party provides the other party at least ten (10) business days' written notice of such termination or suspension.

c. In the event of a termination of this Agreement under this section, Service Provider shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City.

d. Notwithstanding anything else to the contrary herein, Service Provider's failure to perform specified items of work as provided in the Scope of Services, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for the City to terminate this Agreement. Notice of termination shall be given by certified mail and will be effective fifteen (15) calendar days after the date said notice was mailed. Notification of any termination will be given to the surety, who shall have the right to take over this Agreement within fifteen (15) calendar days of being notified. Failure of the surety to assume Service Provider's obligations hereunder within such fifteen (15) day period shall constitute grounds for the City to assume responsibility for providing maintenance services with the right to recover damages from Service Provider or the surety arising from Service Provider's failure to perform.

**Section 22.                  TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**Section 23.                  INDEMNIFICATION**

a. Service Provider shall defend, indemnify and hold harmless the City, its 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, its officers, agents, employees or volunteers.

b. The City does not, and shall not; waive any rights that it may have against Service Provider 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 provisions of subsections a. and b. of this section, Service Provider 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 Service Provider'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 Service Provider's control, or for which Service Provider is without fault.

**Section 24.                  BOOKS AND RECORDS**

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

b. Service Provider shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

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

d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Service Provider's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

**Section 25. LIQUIDATED DAMAGES**

The parties hereto acknowledge and agree that if Service Provider delays or fails to timely perform as specified in the Scope of Services, such delay or failure would result in damages to the City in an amount not readily ascertainable by the parties, and being that it is impracticable and difficult to fix the amount of such damages, the parties hereby agree that such damage would be approximately equal to \$100 per occurrence or \$100 per day, as applicable, and that Service Provider shall pay this amount as liquidated damages for each and every delay or failure, as more particularly set forth in Sections 2.1.7, 3.2.6 and 5.1.4 of the Scope of Services. However, Service Provider shall not pay any liquidated damages for any delay or failure caused by circumstances beyond the control of the Service provider and without the fault or negligence of the Service Provider.

**Section 26. OWNERSHIP OF DOCUMENTS**

All plans, studies, documents and other writings prepared by and for Service Provider, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Service Provider for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Service Provider or to any other party. Service Provider shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

**Section 27. CONFIDENTIALITY**

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without prior written consent of the City, be used by Service Provider for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Service Provider shall not use the City's insignia or photographs relating to the project for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

**Section 28. MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

**Section 29. BACKGROUND CHECKS**

At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Service Provider's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the Services will be rendered. If the City makes a reasonable determination that any of Service Provider's prospective or then current personnel is deemed objectionable, then the City may notify Service Provider of the same. Service Provider shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

**Section 30. ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and 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.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**Section 31. AMBIGUITIES**

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

**Section 32. 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:

\_\_\_\_\_, \_\_\_\_\_  
City of Rancho Mirage  
69-825 Highway 111  
Rancho Mirage, CA 92270  
Telephone: (760) 770-3224  
Facsimile: (760) 770-3271  
Email: \_\_\_\_\_

To Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
Facsimile:  
Email:

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.

**Section 33. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

**Section 34. REVIEW BY ATTORNEYS**

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

**Section 35. WAIVER**

- a. No waiver shall be binding, unless executed in writing by the party making the waiver.
- b. 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 such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

**Section 36. ASSIGNMENT AND SUBCONTRACTING**

- a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Service Provider under this Agreement will be permitted only with the written consent of the City.
- b. Service Provider shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Service Provider shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

**Section 37. CARE OF WORK**

The performance of services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Service Provider.

**Section 38. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 39. SUCCESSORS, HEIRS AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

**Section 40. 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.

**Section 41. 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.

**Section 42.                    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 (15) calendar 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. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar 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.

**Section 43.                    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.

**Section 44.                    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.

**Section 45.                    LITIGATION EXPENSES AND ATTORNEY'S FEES**

In the event any action, suite 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.

**Section 46.                    EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, and approved as to form by the City Attorney, and executed by the City Manager or his or her designee.

**Section 47.                    NO THIRD PARTY BENEFICIARIES**

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

## **Section 48.**

## **LABOR LAWS**

a. All work or services performed within the State of California pursuant to this Agreement by Service Provider, Service Provider'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. Service Provider 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, Service Provider 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 contract are being provided in compliance with this section.

d. Service Provider and all of Service Provider's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("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> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. Service Provider 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 Service Provider'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, Service Provider 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. Service Provider and any and all of its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

e. Service Provider and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Service Provider or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Service Provider and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Service Provider’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

f. Notwithstanding anything else to the contrary, Service Provider hereby acknowledges that all contractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Service Provider represents and warrants that Service Provider is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Service Provider entering into any contracts with any subcontractor, Service Provider shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

**Section 49. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

**Section 50. COUNTERPARTS**

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

**[REMAINDER OF 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**

**SERVICE PROVIDER**

\_\_\_\_\_  
Randal K. Bynder, City Manager

\_\_\_\_\_  
**Its:** \_\_\_\_\_  
**(Title)**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Director of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cynthia Scott CMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven B. Quintanilla, City Attorney

**EXHIBIT "A" TO AGREEMENT  
SCOPE OF SERVICES  
[TO BE INSERTED]**

**EXHIBIT "B" TO 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: \_\_\_\_\_ (\$ \_\_\_\_\_). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for landscape maintenance services, 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

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

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 section 6 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**

**EXHIBIT "C" TO AGREEMENT**

**CERTIFICATE OF EXEMPTION  
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by \_\_\_\_\_  
for the City of Rancho Mirage, I shall not employ any person in any manner so as to become  
subject to the workers' compensation laws of California, and agree that if I should become subject  
to the workers' compensation provisions of the California Labor Code, I shall forthwith comply  
with those provisions.

\_\_\_\_\_  
Name & Signature

Date: \_\_\_\_\_, 2015

**EXHIBIT "B"**

**ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS**

In recognition of \_\_\_\_\_ ("Company") having submitted a proposal to the City of Rancho Mirage Request for Proposals for Landscape Maintenance Services - Area C, dated September 8, 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 16 through Section 20 ("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: \_\_\_\_\_