



CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)  
RFP 201516-10

LANDSCAPE MAINTENANCE SERVICES

RFP SUBMISSION DATE: MONDAY, May 16, 2016  
BY  
3:00 P.M.

PROPOSAL CONTACT:

Becky McCurdy  
Procurement Services Manager  
Purchasing-Central Supply  
1030 S. Gateway Drive  
Madera, CA 93637

Phone: (559) 661-5463

FAX: (559) 661-0760

Email: [rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com)

**TABLE OF CONTENTS**

Subject	Page
I. INSTRUCTIONS AND CONDITIONS.....	3
II. SCOPE OF WORK.....	7
A. General Information.....	7
B. General Requirements.....	8
C. Description of Work and Services.....	9
D. Description of Extra Work.....	12
E. Damage by Contractor.....	13
F. Inquiries and Complaints.....	13
G. Safety.....	14
H. Hours and Days of Maintenance Services.....	14
I. Maintenance Schedules.....	15
J. Contractor’s Staff.....	15
K. Signs/Improvements.....	16
L. Utilities.....	16
M. Non-Interference.....	16
N. Use of Chemicals.....	17
O. Maintenance, Repairs and Replacements Due to Extraordinary Incidents.....	18
III. MAINTENANCE SPECIFICATIONS.....	18
A. Turf Care.....	18
B. Shrub, Ground Cover & Vine Care.....	21
C. Tree Care.....	23
D. Use of Chemicals (Pesticides) and Disease and pest Control.....	24
E. General Cleanup.....	25
F. Irrigation System Management.....	26
G. Maintenance & Repair of Drainage Systems and Miscellaneous Improvements.....	26
H. Maintenance Inspections.....	27
I. Graffiti Eradication & Control.....	27
J. Natural Areas Maintenance.....	28
K. Playgrounds.....	28
IV. PROPOSAL REQUIREMENTS AND CONDITIONS.....	29
A. Proposal Instructions.....	29
B. Notice to Proceed.....	29
C. Compensation.....	30
D. Prevailing Wage.....	30
V. SELECTION PROCEDURE.....	30
VI. FEE DETERMINATION.....	31
VII. LANDSCAPE MAINTENANCE CONTRACTOR’S INFORMATIONAL QUESTIONNAIRE.....	32
BID PROPOSAL AND AUTHORIZATION.....	34

- ATTACHMENT A: Insurance Requirements
- ATTACHMENT B: Draft Agreement
- ATTACHMENT C: Description of Landscape Maintenance Areas
- ATTACHMENT D: Maps of Landscape Maintenance Areas

TENTATIVE SCHEDULE: KEY RFP AND PROJECT MILESTONES

Pre-bid Meeting	Thursday, March 31, 2016 9:00 a.m.
Deadline for Submitting RFP Questions	Wednesday, April 27, 2016 3:00 p.m.
RFP Submission Date	Monday, May 16, 2016 3:00 p.m.

The City shall have the right to waive or modify any of these deadlines prior to the opening of the submitted proposals by duly noticed addendum.



## REQUEST FOR PROPOSAL

### LANDSCAPE MAINTENANCE SERVICES

RFP NO. 201516-10

March 21, 2016

---

#### I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send four (4) sets of the completed proposals which will include; three (3) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

**Bid: Landscape Maintenance Services**

**RFP No. 201516-10**

**Filing Deadline: Monday, May 16, 2016 - 3:00 P.M.**

Proposals shall be received as set forth in the advertisement. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

B. Pre-Bid meeting is scheduled for **Thursday, March 31, 2016 at 9:00 a.m.**

Those interested in attending are requested to call in advance and reserve a space.

To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail [rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com) . Participants will meet at the John Wells Youth Center, 701 E. 5<sup>th</sup> Street, Madera, CA 93638.

The purpose of the pre-bid meeting will be to discuss any questions interested proposers may have regarding the RFP. Interested proposers are strongly encouraged to attend this meeting.

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Becky McCurdy at 559-661-5463 or by e-mail at [rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com) no later than five (5) business days prior to the proceeding.

C. Attention of bidders is especially directed to the Scope of Work which, in addition to the bid proposal and these instructions is the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

D. The City of Madera (City) reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. It is Bidder's responsibility to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at [www.madera-ca.gov](http://www.madera-ca.gov) on the Purchasing Department tab, the Bid Announcement and Results page. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. Before an award is made, any contact with City staff, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the proposer non-responsive.

**No questions or inquiries should be directed to any individual(s) at the sites detailed in this document. All inquiries should be submitted in writing per the process described in this document.**

**Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, April 1, 2013.** Written questions or inquires should be emailed, mailed or faxed to:

Becky McCurdy  
Procurement Services Manager  
City of Madera  
Purchasing-Central Supply  
1030 S. Gateway Drive  
Madera, CA 93637

[rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com)

Phone: (559) 661-5463

FAX: (559) 661-0760

G. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

H. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

I. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

J. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

K. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP.

L. An award under this RFP will not be based solely on the price. If an award is

made, it will go to the bidder(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

M. A committee will review and evaluate all qualified proposals. The committee may request an interview with the top rated proposers. A reference check may also be conducted.

N. An award will be made as soon as reasonably practical after the opening of bids. Bid proposals shall remain valid for at least one hundred-twenty (120) days after the opening of bids.

O. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

P. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

Q. The successful bidder shall enter into a formal Agreement with City which will be very similar in content to Attachment B: Draft Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP. It is the City's intent to enter into an initial term of approximately three (3) years with an option for two (2) additional one (1) year extension upon mutual written agreement.

R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this invitation for bid. The City shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the award.

Check one of the following:

- i.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

- ii.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii.  The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

S. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City business license.

Proposers will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Proposers will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

T. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City. Business license information may be obtained by calling (559) 661-5454.

A State of California Landscape Contractors License (C-27) is required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Construction & Service Contracts document included in this RFP as Attachment "A" will also be required. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Contractor, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this Agreement.

## **II. SCOPE OF WORK**

### **A. GENERAL INFORMATION**

The City of Madera hereby invites written formal proposals from qualified firms interested in providing Landscape Maintenance Services for the City of Madera.

The maintenance is required throughout the City and the locations are defined on the accompanying attachments. For simplicity, the maintenance areas are assembled into groups of like areas. Each proposal must provide for the entire work needed to

accomplish the minimum acceptable level of maintenance for each group. Each area will have a variety of landscape maintenance needs as specified in this document and the attachments hereto. Descriptions and maps included in accompanying attachments are provided for clarity only. City accepts no responsibility for the accuracy of the information contained therein. Contractors are strongly advised to verify actual locations and dimensions of the specific areas to be maintained.

The maintenance services to be provided for these areas shall require, at a minimum, a professional and qualified landscape maintenance business or equivalent, herein after referred to as "Contractor," to be responsible for the overall maintenance of those areas bid upon, and to prepare an itemized monthly statement showing services performed. All businesses shall have a valid City of Madera business license to provide services and must have the appropriate licenses necessary to apply pesticides as required for maintenance services proposed.

#### 1. Scope of Maintenance Services

Contractor shall provide and coordinate all services necessary for the proper maintenance of the areas. The specific services of Contractor shall include, but not be limited to the following:

- a. Prepare a preliminary estimate for material and labor costs associated with needed services not directly covered by this Agreement.
- b. Provide itemized monthly statement showing all services performed.

#### 2. Services Provided by City

- a. Assign Parks Planning Manager or Designee as staff contact.
- b. Pay monthly service rate to Contractor.

Contractor shall furnish all labor, tools, equipment, fertilizers, herbicides, and materials necessary for performance of the maintenance work and services in the manner specified herein for each of the maintenance areas of service.

### B. GENERAL REQUIREMENTS

Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, they will use equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed in accordance with standards contained herein, at no less than the frequencies set forth herein.



Contractor is hereby required to render and provide grounds maintenance services including, but not limited to, turf mowing, edging, trimming, over seeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies as set forth herein or revised by City.

Contractor shall not perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.

The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by City work forces and other contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the City to modify or curtail impacted tasks covered by this Agreement.

Contractor shall, during the hours and days of maintenance service, as identified in Section II.H, respond to all emergencies within two (2) hours of notification.

Contractor shall be required to identify equipment and vehicles used at City facilities with decals identifying the Contractor's name, and phone number.

#### C. DESCRIPTION OF WORK AND SERVICES

1. All areas shall be maintained in accordance to the preservation of the quality of standard landscaping practices of the intended design concept. Maintenance will occur in such a manner that will not alter the existing ground area from the natural state. All areas will be kept weed free leaving a clean and manicured appearance. Such maintenance to occur at the following minimum intervals and shall comply with procedures for standard landscaping practices leaving these grounds in a clean and desirable condition.

If turf exists within maintenance areas, turf shall be cut or mowed with conventional mowing equipment of a type which will not damage the turf, such mowing to occur at the following minimum intervals and shall comply with standard practices and procedures for mowing and maintaining turf in a healthy and presentable condition.

(a) The maintenance shall occur at a minimum of one time per week, between March 1 and October 31. Maintenance may be performed a

minimum of twice per month for all other months provided minimum standards per specifications contained herein are maintained.

(b) The maintenance services will be provided Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

2. All trees and shrubs shall be inspected, trimmed and adjusted to facilitate complete maintenance, provide neat appearance and protect said trees and shrubs from damage by site maintenance operations. Said trimming shall comply with standard practices and procedures to maintain trees and shrubs in a healthy and presentable condition. The standard trimming of all trees and shrubs within the scope of this contract shall be a minimum 7 feet above ground level over pedestrian pathways and 14 feet above vehicle travel ways such as streets, alleys, etc. Said standard trimming is specific to facilitating maintenance and differs from major trimming as described under the Extra Work provision in this RFP. The determination of major trimming shall be at the sole discretion of City. Contractor shall be responsible for maintaining all tree staking and should adjust, modify or remove as required to promote acceptable growth requirements.

Contractor shall maintain the perimeter of all landscape areas, including but not limited to curb, parking areas or affiliated grounds. Contractor may use the application of herbicides at the Contractor's discretion. Contractor shall comply with all applicable laws, regulations and ordinances and shall be responsible for the securing of any and all permits, which may be required for the performance of the work and services herein provided. All herbicide to be used shall be approved prior to application and only by written notice as detailed in the draft agreement included in this RFP. Weed eating around trees will not be permitted and damage to trees caused by such activity will be justification for damages being assessed to Contractor, termination of contract or tree replacement at Contractors expense.

3. All trash and debris which has accumulated or which may in the future accumulate within the boundaries of the specific areas, including, but not limited to, sidewalks, play areas, driveways, fence lines and property boundaries shall be removed from the site. Grass clippings, weeds, trash, debris and other waste and refuse materials collected within the sites shall be disposed of in an approved manner off-site. Trash and debris shall be removed by Contractor and at the Contractor's expense at a frequency concurrent with maintenance.

4. All landscaping irrigation areas shall be checked concurrent with maintenance (when applicable) in accordance to standard irrigation practices and the automatic sprinkling systems located within each landscape area shall be maintained in adjustment and repaired so as to ensure proper operation and coverage to the end that all such landscaping shall be properly irrigated.

Sprinklers shall be adjusted so as not to throw water on streets or adjacent properties. Maintenance as provided in this work description includes all parts and labor for repair and adjustment of all irrigation system components downstream of the Vacuum Breaker including, but not limited to valves, heads and clocks. The system shall be maintained and adjusted at a frequency concurrent with maintenance or turf mowing. Irrigation controller schedules shall be set to comply with local watering ordinances.

5. When damage occurs to sprinkler systems outside of the above specified area of responsibility, turf or other plantings through no fault or activity of Contractor, Contractor shall notify City of the extent of damage within twenty-four (24) hours of discovery. Upon written request by the City, Contractor will perform repairs, materials including, but not limited to irrigation parts, trees or shrubs may be provided either by City or Contractor at the City's discretion. Contractor will not be compensated for any overhead for materials so provided. Contractor shall be compensated at the rate specified for extra work performed by the Contractor for such repairs or replacements if he/she is selected to complete the repairs. Damage to sprinkling systems, plantings, fences, gates, or other property affixed to or located in any area, or damage to adjacent properties caused by or resulting from any activities of maintenance Contractor, shall be repaired by said Contractor at their sole cost and expense within twenty-four (24) hours of receipt of written notification by City. If the Contractor fails to respond within this time City shall have the repairs completed by others and all expenses associated with the repair will be charged to the responsible Contractor.

6. All landscape maintenance areas shall be inspected monthly to determine whether any damage has occurred to property, including, but not limited to, fences, sidewalks, equipment, structures, plants, turf, trees or other improvements. Contractor shall report to City within twenty-four (24) hours of discovery of any damage to site which adversely impacts the functioning of the site, improvements, security, and/or safety thereof.

7. All landscape maintenance areas shall be fertilized and kept weed free. Fertilizers and herbicides will be provided by Contractor and shall be applied in such manner that non target species are protected. Any grasses or plants damaged or destroyed through application of fertilizers, herbicides or other chemicals shall be replaced at Contractor's sole cost and expense.

8. Contractor shall be responsible for the maintenance of all locks and chains on all back flow preventer enclosures, gates, structures and other improvements requiring such security. Or at the request of City personnel, City will provide Contractor with replacement locks and chains as may be required.

9. Contractor shall submit signed detailed work reports no later than the fifth day of each month describing all work and services performed on each landscape maintenance area during the preceding month. Without limitation to

scope or detail, Contractor shall include in said report a general description of the work and services performed; the date or dates on which each landscape area was inspected and work performed; information concerning damages, repairs, or replacements required, including, but not limited to locks or chains and unusual or special conditions which require special attention in order to preserve the functional and/or security and integrity of the landscape areas. The report shall include Contractor's recommendations for measures to correct any deficient condition reported. However, this report does not exempt Contractor from notification of conditions that exist as specified in No. 5 and No. 6 above. All work reports must be submitted to City prior to/ or with the monthly payment request forms. If monthly work reports are not submitted, payment shall be held until City receives the monthly work reports.

#### D. DESCRIPTION OF EXTRA WORK

Contractor shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. In all cases of Extra Work, no such work may be performed without prior written authorization from City. City, at its discretion, may choose to provide all necessary materials or have Contractor provide materials and reimburse Contractor for all authorized costs.

1. Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Contractor in effecting such eradication result in a danger to humans, domestic animals or plant life. Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

2. Contractor may be required to perform minor/major tree pruning or removal of trees and/or shrub growth located on or adjoining City sites, so that said trees do not present a danger to persons or improvements of City. Such responsibility may include planting, watering, treatment, fertilizing, the cutting away and removal of dead, diseased, broken or otherwise impaired branches, and the complete removal of those trees and shrubs whose location or state of health demand such removal. Such work is considered Extra Work in scope above the normal tree and shrub trimming requirements identified in Section II.C.2 of this Description of Work and Services. City shall be the sole determinate of what constitutes normal or extra work.

3. Contractor may be required to eradicate weeds, plants and undesirable growth within adjacent properties. The work and services necessary to accomplish the foregoing shall be coordinated with the control activities of any governmental agencies concerned with the work. Elimination of undesirable

weeds or specific ground plantings may be accomplished by means of appropriate herbicides and pesticides after prior written approval of City. The elimination process shall be performed in such manner as not to endanger or damage existing turf and other plantings within City sites or plant or animal life on adjacent properties.

4. Contractor may be required to plant flowers, plants, and place bark or mulch.

All extra work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

City retains the right at all times to accept, re-negotiate or decline bids for extra work and further retains the right to negotiate with third party companies to perform extra work.

#### E. DAMAGE BY CONTRACTOR

All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

1. Irrigation damage shall be repaired or replaced within one watering cycle.
2. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
3. Minor damage to trees such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of City.
4. Minor damage to shrubbery may be corrected by appropriate pruning as required in Section II. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in Section II.
5. All damage resulting from chemical operation, such as spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.
6. All damage caused to components of the sites such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures etc. from accidents or cumulative effects of incidents caused by the carelessness of Contractor's staff shall be immediately corrected at the Contractor's expense.

## F. INQUIRIES AND COMPLAINTS

The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted and forfeit from the payments owing to the Contractor from the City.

## G. SAFETY

Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices. Contractor shall safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, City, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect for potential hazards at the various sites covered by this RFP and keep a log indicating date inspected and action taken.

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the City within five (5) days following the occurrence.

## H. HOURS AND DAYS OF MAINTENANCE SERVICES

The basic daily hours of maintenance service shall be from 7:00 a.m. to 5:00 p.m.

Contractor shall provide adequate staffing to perform the required maintenance

services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the City.

Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

#### I. MAINTENANCE SCHEDULES

Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the City for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the City, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of rodents.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City for review, and if appropriate approval, within five (5) working days prior to scheduled time for the work.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for Specialty Type maintenance as set forth immediately hereafter.

Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

1. Fertilization
2. Turf renovation/reseeding
3. Micro-Nutrients/soil amendments

4. Spraying of trees, shrubs or turf
5. Aesthetic tree pruning
6. Other items as determined by the City

#### J. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area or as part of a crew serving any number of areas, shall include at least one individual who speaks and comprehends the English language.

The City may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the landscape easement area. Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures to assure the City that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

The City requires the Contractor to establish an identification system for personnel their which clearly indicates to the public the name of the individual employee responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the City.

The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

#### K. SIGNS/IMPROVEMENTS

Contractor shall not post signs or advertising matter upon the premises or improvements unless they are proper men working signs, without the City's prior approval.

#### L. UTILITIES

The City shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the City. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be



deducted from payments to Contractor by the City will be presented to the Contractor by the City prior to actual deduction to allow for explanations.

#### M. NON-INTERFERENCE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

#### N. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the County of Madera Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License. If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the City per Section 13 of the Agreement, may subcontract this service. If the chemical application is performed without the necessary approvals, including registration, licenses and permits, City may deduct pro rata from Contractor's invoice applicable costs for chemical spraying.

The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement. In addition to the remedies provided, this Agreement may be terminated by the City with a 30 day written notice mailed by certified letter to the Contractor if the Contractor fails to correct deficiencies in a timely manner.

A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the City for approval at the commencement of the Agreement. No chemical applications shall begin until written approval of use is obtained from the City. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. Contractor shall provide a chemical use report that is site specific with the monthly billing. A copy of the Pest Control Advisor's recommendation for each application that is site specific shall be provided to

the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Madera County Agricultural Commissioner. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the City of Madera Department of Parks and Community Services prior to application. All regulations and safety precautions listed in the Pesticide Information and Safety Manual published by the University of California shall be adhered to.

#### O. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall repair or replace:

1. Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections III.B and III.C; and,
2. Inoperable irrigation equipment described in Section III.F.

The Contractor shall submit a written estimate of the cost for performing such work. The City may, upon review and approval of such estimate, authorize the Contractor to perform said work by return of a signed copy of contractors estimate. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. In the event that the Contractor's written estimate is not approved, then the City reserves the right to contract with a third party to perform such work.

### III. MAINTENANCE SPECIFICATIONS

#### A. TURF CARE

The Contractor shall perform at his/her sole expense the following services:

Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping.

All cool season grasses (Blue Grass and Fescues) to be cut at 2-1/2 inches during March through November and at 2 inches during December to February of each year. The mowing heights will be adjusted by the City during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of March to November and once every two weeks during the cool season of December to February. This schedule will be submitted to the City for approval.

## Power Edge

With each mowing, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

## Weed Control

Control turf weeds as needed in accordance with industry standard to maintain turf stands that are 90 % weed free. Hand removal of noxious weeds or grasses will be required as necessary.

## Insect, Ants and Disease Control

Eliminate all insect, ants and disease affecting turf areas as they occur.

## Aerification

City may request aerification at several or all sites depending upon existing conditions. expenses related to aerification processes may be billed as Additional Work as specified.

## Thatch Removal

Verticut all cool season grasses once annually prior to the overseeding operation. Equipment will consist of standard renovating or vertical mowing types. City is to be notified at least two (2) weeks prior to the exact date of renovation.

## Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall be proficient with Toro Sentinel Field Controllers. Contractor shall contact the manufacturer for service and training on an as-needed basis. Contractor to provide City with a quarterly written irrigation report. City shall have the ability to change the

irrigation schedule at any time. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.
2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.)
3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.
4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the Zone.
5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes and local watering ordinances.
6. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.
7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the City, so necessary improvements can be considered.
8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency.
9. Contractor shall file a monthly statement with the Department of Parks and Community Services, certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.
10. The bleeding of valves and hand watering are to be used only in emergency situations.

## Fertilization

Turf shall be fertilized twice (2 times) a year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates may be adjusted by City based on test results.

## Turf Reseeding

Contractor shall once each year during the month of September, overseed all turf area bare spots to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The City may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeding and reseeding and may be adjusted at the City's discretion.

	Proportion by Weight	Purity	Germination
Three Way Tall Fescue LOL	44.30%	85%	
Durana Tall Fescue Grass	32.50%	85%	
Helix Tall Fescue	21.00%	85%	
Prospect Tall Fescue			

## B. SHRUB, GROUND COVER AND VINE CARE

The Contractor shall perform at his sole expense the following services:

Pruning (with hand pruners/loppers/saws) as indicated by the City, prune shrubbery between the months of January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not "heading" or "tipping" cuts. Some growth will need to be thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all

clippings the same day shrubbery is pruned.

Trimming (with hedge shears or hand-pruners) restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as necessary, or upon written notice by the City. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the City. Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

#### Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the City.

#### Insect, Mollusk, Ant and Disease Control

Maintain shrub areas to be free of disease, insects, ants and mollusks.

#### Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). Use chemical eradication twice a year.

#### Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils test with

complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the City. Fertilizer materials and rates may be adjusted by City based on test results. The Contractor shall provide the City with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

#### Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of this specification.

#### Shrub and Ground Cover Replacement

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as needed with the same material of similar size that existed and as required by the City unless otherwise notified by the City in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers permanently damaged or lost due to vandalism may be covered at City expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement.

Substitutions for any plant materials must have prior approval in writing by the City. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the City.

#### C. TREE CARE

The Contractor shall perform at his sole expense the following services:

##### Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
2. Control insects and diseases as needed.
3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree). Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree). Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch

in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

4. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

5. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

#### New Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

#### Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

#### Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of these Specifications.

#### Tree Replacement

All trees permanently damaged will be replaced as needed with the identical species of tree unless otherwise notified in writing by the City. The need for and the size of replacement will be determined by the City. Size of the replacement shall be a minimum size of a 15 gallon container. Substitutions will require prior written approval by the City. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism may be replaced at City expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement.

#### D. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

The Contractor shall perform at his/her sole expense the following services:

##### Chemical Application

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator.

##### Permits



All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the City on a timely basis.

#### Compliance with Regulations

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

#### Pest Control

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by City. The Contractor is not responsible for this service; however, when Contractor sees evidence of such activity they are to notify the City. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes. This procedure shall be followed in all areas especially within all slope areas.

#### E. GENERAL CLEANUP

The Contractor shall perform at his sole expense the following services:

##### Trash Removal

##### Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each maintenance area on a weekly basis with the exception of the Downtown District where all trash receptacles are to be emptied THREE TIMES PER WEEK.

##### Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

##### Curb and Gutter Maintenance

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

##### Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

#### F. IRRIGATION SYSTEM MANAGEMENT

All irrigation systems within the landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

##### Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment downstream of the backflow device including but not limited to: sprinkler heads, remote control valves, quick couplers, and risers. Repairs to automatic controllers, booster pumps, and backflow prevention devices may be performed at City Expense. Contractor shall be responsible to get City approval in writing prior to removal and/or replacement of these irrigation system components. This paragraph does not require the Contractor to make a complete piping replacement of the system.

##### Replacement Requirements

Replacements will be of original materials or substitutes approved by the City in writing prior to any installation.

##### Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third party negligence will be accomplished by the Contractor as provided for as outlined in Scope of Responsibility.

#### G. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

##### Drainage Systems:

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

1. All surface drains ("V" ditches); if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary. Contractor

may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

2. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates. Contractor may request additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

#### Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this added work. This compensation will be negotiated per standards set forth in Section II.D Additional Work.

#### H. MAINTENANCE INSPECTIONS

The Contractor shall:

1. Weekly perform a maintenance inspection during daylight hours of all facilities within the Zone. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation and other mechanical systems to check for proper operational condition and reliability.

2. Monthly meet on site with an authorized representative of the City for a walk-through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. The City shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week prior to such inspection. In addition, interim inspections may be made by the City. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this Agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

#### I. GRAFFITI ERADICATION AND CONTROL

Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent property and approved by CAL-OSHA. Materials and processes

to be used must be approved by City prior to use.

Contractor shall be reimbursed for the cost of materials including sales tax and labor at a rate not to exceed the hourly labor rate described by contractor in the Landscape Maintenance Area Bid Sheet.

In the event a surface must be repainted as determined by City, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint.

#### J. NATURAL AREAS MAINTENANCE

Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the City.

#### K. PLAYGROUNDS

Playgrounds shall be inspected weekly. At the time of inspection, contractor shall inspect each component to verify safe, proper operation. Playgrounds components shall at all times meet or exceed standards set forth in ASTM 1487 and ASTM 1292. Inspection reports shall be submitted to City representative monthly.

Any equipment which is considered unsafe at the time of the inspection must be repaired or marked and taken out of service immediately. City representative must be notified in writing when components or playgrounds are removed from service.

More serious faults shall be immediately reported to the City representative. Any repair work, or replacement, found to be necessary, which in the opinion of the contractor do not result from normal usage/wear and tear, must be immediately reported.

Additional repairs, renewals or replacements of playground equipment or components which in the opinion of the Contractor are not due to normal wear and tear, will be subject to the terms expressed in Section II.D, Additional Work.

Contractor will perform the following tasks weekly:

- Inspect soft fall material for proper depth as required by ASTM 1292 standards; rake soft fall material into low spots to achieve smooth, level surface.
- Inspect and clean/repair signage.
- Inspect playground components for structural integrity and safety compliance per ASTM 1487 standards.
- Tighten, adjust and lubricate all fixtures and fasteners and take immediate remedial action to correct any minor faults.

- Inspect and repair amenities adjacent to playground such as benches, trash receptacles and drinking fountains.
- Empty trash receptacles
- Remove all trash from site.
- Inspect lighting and repair if necessary.
- Remove graffiti on playground and adjacent structures.

#### **IV. PROPOSAL REQUIREMENTS AND CONDITIONS**

##### **A. PROPOSALS INSTRUCTIONS**

Proposals shall be made in accordance with the following instructions in order to receive consideration:

1. Proposals shall be made upon the forms included herein with all items properly filled out; the signature of each person signing shall be in longhand. The respondents' proposal shall include the method by which each task shall be performed. Such information shall include an explanation of who will perform the work, what equipment shall be used, the manner of approach, the order in which the task shall be performed and any other information helpful in describing the methodology.
2. Proposals shall not contain any conditions or any modification of the work to be done. Alternate proposals will not be considered, unless requested herein. No oral, electronic or telephonic proposals or modifications will be considered.
3. Should any respondent contemplate subcontracting any part of the work covered by their proposal, they will submit with their proposal, description of the work to be done by each such subcontractor and the name and the location of the place of business of each such subcontractor as a part of the respondent's proposal. Sufficient information as identified in the Landscaping Maintenance Contractor's Informational Questionnaire shall be required for each such subcontractor to accurately evaluate the total proposal. Subcontractors must meet the same requirements as Contractor including, but not limited to, licensing and insurance.
4. Before submitting a proposal, respondents shall familiarize themselves with all Agreement documents; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal a sum to cover the cost of all items included in the Agreement.
5. The page identifying Contractor preparing the proposal shall bear the signature of the individual responsible for the preparation.

##### **B. NOTICE TO PROCEED**

A Notice to Proceed will be issued within ten (10) calendar days of the notification to

Contractor that an award of the Agreement has been made, provided Contractor has submitted to City for review all applicable insurance, license and bonding certificates, unless otherwise mutually agreed between City and the Contractor. It is the City's intent that Contractor shall begin maintenance of the facilities covered in the executed Agreement immediately upon issuance of Notice to Proceed.

#### C. COMPENSATION

The amount paid to Contractor for furnishing all labor, equipment, tools and chemicals for maintenance of the sites as identified in Contractor's response to the RFP shall equal a set dollar amount (lump sum) for each area and shall be paid in twelve (12) monthly payments during each year of the term of the Agreement. In addition, Contractor shall be compensated for any extra work authorized in writing by City in accordance with the Agreement. Payment for extra work shall be made after billing for the materials and equipment used by Contractor in the performance of such extra work. Such billings shall be accompanied by detailed invoices for materials and equipment used by Contractor in the performance of such extra work. Contractor, prior to commencing of extra work shall obtain written approval from the City of all extra work.

#### D. PREVAILING WAGE

Payroll Records: Each Contractor and Subcontractor shall keep accurate payroll records showing 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 journeyman, apprentice, worker or other employee employed by him in connection with the work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted to City weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of worker's required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the City, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

### V. **SELECTION PROCEDURE**

#### A. PROPOSAL REVIEW

Each proposal will be reviewed to determine if it meets the proposal requirements.

## B. EVALUATION

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The City will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

An award under this RFP will not be based solely on the price. If an award is made, it will go to the bidder with the best overall proposal who provides the "Best Value" to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs. Best Value will be established based on the evaluation criteria as listed below.

Award of Agreement will be dependent on budget constraints. The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. The service, frequency of service, and information provided in the Landscape Maintenance Contractor's Informational Questionnaire will also be used in the evaluation. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of City most completely meets the service needs of City, will be selected. Upon conclusion of the evaluation process, an Agreement similar in the form to the attached Draft Agreement will be executed with the successful respondent.

## C. EVALUATION CRITERIA

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The estimated cost of services presented in the proposal shall represent only one of several criteria that will be used in the evaluation of proposals. Upon conclusion of the evaluation of all elements of each proposal, the proposal, which in the judgment of the committee, most completely meets the service needs of the City will be selected.

The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Sufficient Experienced Personnel for Project	10 points
Maintenance experience	10 points
Approach to work tasks/schedules	10 points
References	20 points
Fee	50 points

## VI. FEE DETERMINATION

The final compensation amount for maintenance services for all individual sites will be analyzed prior to notification of award being given. City retains the right to negotiate individual sites service levels to meet budget requirements. In the event negotiations fail with this firm, City will terminate the negotiations and commence negotiations with the next ranked firm. This process shall continue until an agreement is reached on a fair and equitable fee.

## **VII. LANDSCAPE MAINTENANCE CONTRACTOR'S INFORMATIONAL QUESTIONNAIRE**

Provide only the following information in the same sequence as listed below

### **A. GENERAL QUALIFICATIONS OF THE BUSINESS**

1. Firm name, address and phone number.
2. Type of organization (individual, partnership, and corporation).
3. Organization chart for project showing key personnel and their positions in the organization.
4. Personal profile of the Project Manager who will be responsible for the project including his/her education, credentials, and experience.
5. Personal profile of key personnel who will work on the project including their credentials and experience on comparable maintenance projects.
6. Have you ever had a contract for landscape services terminated for insufficient performance (yes / no)? If your answer was "yes," indicate when and with who the contract was in effect.
7. Contractor's current hourly fee schedule for personnel.

### **B. PROJECT TASKS REQUIRED BY CONTRACTOR TO COMPLETE THE PROJECT**

1. The proposal shall include a list of each major task in order of performance by date with a brief explanation of how Contractor will complete these tasks.
2. A maintenance schedule including dates, where appropriate, describing the tasks and frequency of performance for the identified landscape areas.

### **C. EXPERIENCE OF CONTRACTOR**

Outline the general experience of the firm under its current ownership including information concerning total years of experience, the nature of work historically performed, and specialties of the firm.

### **D. REFERENCES**

Provide a listing of references served during the past three-year period with a brief description of the type of service performed. Please include copies of letters of recommendation, if such are available. Also include name, address and telephone number of contact person for Contractor's three largest customers.



## E. Organization

Provide the following information concerning the organization of the firm:

1. Identify the owners or other principals, management staff and superintendents of the firm.
2. Identify the specific skills, qualifications, and expertise of the firm's employees as it relates to the work to be performed for City; i.e., the equipment which the employees are qualified to operate, use of chemicals and license to purchase and apply chemicals, etc.
3. Provide a complete listing of manufacturer, model numbers and types of equipment that the company owns.

## F. FINANCIAL HISTORY

1. Indicate whether the firm or the principals thereof have been previously involved in bankruptcy proceedings.
2. Identify any previous contracts, which have been significantly reduced, canceled, continued or expanded.
3. Indicate all instances and amounts wherein penalties have been paid by the firm under the provisions of previous contracts, said penalties resulting from breach of contract, or failure to perform in accordance with the provisions of the contract.
4. Identify the performance-bonding limit of the firm.

## G. PERFORMANCE OF WORK ACTIVITIES

Provide an estimate of the total work activities to be performed under the maintenance Agreement of the City, which would be performed by subcontractors as opposed to employees of the firm.

CITY OF MADERA  
BID PROPOSAL and AUTHORIZATION  
LANDSCAPE MAINTENANCE SERVICES  
RFP NO. 201516-10

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

The respondent's proposal shall include all associated costs for firms interested in providing landscape maintenance services for the Landscape Maintenance Areas for the City of Madera.

Contractors may bid on any one or more of the landscape maintenance groups however, each proposal must provide for the entire work needed to accomplish the minimum acceptable level of maintenance for each Group.

Proposals must provide the cost for monthly maintenance and the per square foot rate for extra work.

The respondent has bid on \_\_\_\_\_ Groups, and will accept award of \_\_\_\_ or more Groups. The respondent is aware that each Group may be awarded or rejected in any combination selected by City. The Area prices that follow represent a monthly lump sum fixed price.



A. Bids on Landscape Maintenance Areas:

**Group #1 Downtown Maintenance**

Map #	Designation	Location	Monthly	Annual
1	Downtown District	Downtown		
			Group Total	

**Group #2 Non-Median Maintenance**

4	City Hall	205 West 4 <sup>th</sup> Street		
5	Corporation Yard	1030 S. Gateway Drive		
6	Frank Bergon Center	238 South D Street		
7	WAC & Youth Hut	113 South Q Street		
8	Kennedy Pond	Kennedy Pond		
9	Mex-Am Center	716 Columbia		
10	Cleveland Linear	South side of Cleveland from Granada west to Glade		
11	Granada Linear	West side of Granada from Cleveland to Foxglove (excluding Veterans Hall property)		
11A	Police Department	330 South C Street		
			Group Total	

**Group #3 Median Maintenance**

12	Yosemite Ave Islands	Median island on Yosemite from Gateway west to Howard		
13	Gateway Dr	Islands & Park Strips – Cleveland to Fresno River		
14	Howard Road	Islands & Park Strips – Schnoor to west of Autumn		
15	West Cleveland Islands	West from Schnoor to Granada		
16	4 <sup>th</sup> Street Islands	West on 4th Street from Gateway to Highway 99		
17	Hopy Island	Cypress and Yosemite		
18	Sunrise Island	Sunrise & Lake Street		
19	Barsotti Islands	Park Lane, Park Drive, Park South, North Park		
20	Mainberry Islands	Mainberry, Third, and Westgate		
21	West Park	West Park		
22	Terrace Place	Terrace Place Island, North of Central		
23	4 <sup>th</sup> & Sunset	4 <sup>th</sup> & Sunset		
24	Renway Island	Renway Cul-de-sac		
25	Riverview Strips	Riverview East and West of Granada		
26	Gateway Tree Planters	East and West Side of Gateway Drive, Fresno River to Olive Avenue		
27	Roosevelt Planter Boxes	Roosevelt and 13 <sup>th</sup>		
28	Kennedy Wall	Kennedy, East of Kennedy Pond		
29	Olive Avenue Islands	Olive Ave, Yosemite to Hwy 145		
30	East Cleveland Islands	Cleveland Ave, Gateway Dr. to Tozer		
32	Ave 17/Airport Median	Ave 17 West of Airport Dr.		
33	Yosemite Tozer (Crossroads)	Tozer Ave. South of Yosemite		
34	Cleveland Center Median	Cleveland median islands from Glade Ave west to Westberry		
35	Industrial Schnoor	Industrial Avenue between Granada and Schnoor Avenue and Schnoor Avenue between Howard Road and Industrial		
36	Lake Street	Lake Street from Cleveland to Ellis		
37	Ave 13 Median Island-Parkwood	Ave 13 Median Island in front of Parkwood School		

38	Ave 13 Median Island-Valero	Ave 13 West of Hwy 145 in front of Valero Station		
39	Sunset Wall	Sunset East of Schnoor Avenue		
40	Madera South H.S. Medians	Avenue 13 (Pecan) between Stadium and Pine		
41	4 <sup>th</sup> Street Medians	4 <sup>th</sup> Street from Lake Street West to Sunset		
<b>The locations of the areas are shown on Attachments C &amp; D.</b>			Group Total	

Extra work as identified in the Section II.D above:

Square Foot Rate for Extra Work: \$ \_\_\_\_\_

Hourly Rate for Extra Work \$ \_\_\_\_\_

**GENERAL CONTRACTOR (Attach copies of all applicable permits & licenses)**

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE# \_\_\_\_\_

Landscape Contractor's License Number \_\_\_\_\_

**SUBCONTRACTOR (Attach copies of all applicable permits & licenses)**

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE# \_\_\_\_\_

**SUBCONTRACTOR (Attach copies of all applicable permits & licenses)**

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE# \_\_\_\_\_

**SUBCONTRACTOR (Attach copies of all applicable permits & licenses)**

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE# \_\_\_\_\_