

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Nitesh P. Patel, Mayor
Michele Steggell, Mayor Pro Tem
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CITY MANAGER
Conal McNamara

COMMUNITY SERVICES DIRECTOR
Michael S. Belknap



REQUEST FOR PROPOSAL
FOR
PARK AND LANDSCAPE MAINTENANCE SERVICES

October 2021

REQUEST FOR PROPOSAL
FOR
PARK AND LANDSCAPE MAINTENANCE SERVICES

BACKGROUND:

The City of La Palma is soliciting Requests for Proposals (RFP) from qualified firms to provide annual services for Park and Landscape Maintenance Services. The City has approximately 35.3 acres of Parks and Landscape space. In addition, the City maintains approximately 1.79 miles of block wall vines, although vines are not present on entire length of walls.

The purpose of this Maintenance Professional Services Agreement is to provide the City of Palma with the best possible landscape care to maintain the City's Community Parks and Landscape at a level expected by the City's residents, City Council, City staff, and visitors to the community. The selected firm will work closely with the Community Services Director and other City staff to ensure the most appropriate care and maintenance of the City's Parks and Landscape with sensitivity to the City of La Palma, its residents and visitors.

It is the intent of the City to award a Professional Services Agreement in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community.

SCOPE OF SERVICES:

The City of La Palma is soliciting requests for proposals (RFP) from qualified landscape contractors for furnishing all labor, materials, equipment, transportation and such other facilities as may be required to perform contract services providing the maintenance of landscaped areas in the City of La Palma, in accordance with the defined scope of work noted in Exhibit "A".

The initial term for this contract will be for a three-year period from the award of contract. The City may exercise an extension to renew this contract for two additional one-year periods contingent upon satisfactory work of the maintenance contractor and mutually agreed upon proposed fees.

As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which work is scheduled to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

SCHEDULE:

The tentative schedule for the RFP process is as follows:

1. Release of RFP – October 6, 2021
2. Mandatory Pre-Bid Conference – October 12, 2021
3. Deadline for Written Questions – October 14, 2021 by 1:30PM
4. Proposal Due Date – October 20,2021
5. City Council Consideration of Contract – November 2, 2021

PROPOSAL REQUIREMENTS:

A mandatory Pre-Bid Conference shall be held for the purpose of answering questions. **Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a contractor who fails to attend the Pre-Bid Conference as scheduled. Contractors shall be required to sign-in at the Pre-Bid Conference. Answers to questions posed after the Pre-Bid Conference will be sent to those on the sign-in list.**

1. Mandatory Pre-Bid Conference Schedule

Date: Tuesday, October 12, 2021
Time: 1:00 p.m.
Location: La Palma Community Center
7821 Walker Street
La Palma, CA 90623

2. Recommended Site Visits

It shall be the contractor's responsibility to independently visit each site prior to the Mandatory Pre-Bid Conference scheduled above. It will be the contractor's responsibility to examine each site and to be familiar with the general condition of the site and its appurtenances and amenities. Contractors shall be deemed to accept the conditions and necessary work at any site for which they submit a proposal.

3. Pre-Job Meeting

The Contractor to whom the award is made will be required to meet with City Representative(s) for the purpose of review of the Contract documents, specifications and instructions or procedures.

Interested firms shall submit four copies of their proposal to the City of La Palma by **4:00 P.M., Wednesday, October 20, 2021.**

Proposals shall be directed to:

Michael S. Belknap
Community Services Director
City of La Palma
7821 Walker Street
La Palma, CA 90623
Tel: (714) 690-3310

Inquires may be directed to the Maintenance Supervisor Carlo Nafarrete by email at cnafarrete@cityoflapalma.org.

Firms wishing to be considered must submit the following:

1. Present your company's concept for providing a comprehensive, landscape maintenance program and related support services for the City of La Palma as detailed in the City's suggested scope of services. Include a discussion regarding the range of tasks and services provided by your company. Respondents are encouraged to recommend supplementary alternatives or tasks that may reduce the costs to the City or enhance the overall quality of the work product.
2. The Contractor shall identify individuals who will be assigned to the City of La Palma, their job titles, and the percentage of their work hours dedicated to the City of La Palma. Also include a brief statement of their job description, qualifications and previous job-related experience with landscape maintenance or other specialties. Identify the primary contact with the City during the contract period and the level of their authority.
3. List a minimum of five recent (within the past three years) Public Agency clients for whom similar or comparable services have been performed. Include the name of the agency, mailing address, and contact name and telephone number.
4. Submit proposed compensation rates for routine maintenance, labor/equipment for extraordinary maintenance and lump sum items as noted in Exhibit "B" of the RFP. **This completed rate sheet shall be submitted in a separate sealed envelope with "Park and Landscape Maintenance Services – Proposed Compensation Rates" noted on the outside.**

5. The selected firm will be required to enter into a Contract Services Agreement with the City (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

SELECTION PROCEDURE:

The City will select a Contractor to perform the landscape maintenance services program based on the following criteria:

1. Most qualified, based on personnel and previous experience to perform the landscape maintenance services requested by the City of La Palma.
2. Proposed scope of services, and demonstration of an approach to perform the City's landscape maintenance services.
3. Effective use of resources proposed for the program.
4. The City will request the two highest ranked Contractors, who appear to be most qualified to perform these landscape maintenance services, to participate in a brief oral interview and presentation of their proposal.

GENERAL INFORMATION:

The City reserves the right to request additional information from any and all Contractors.

The City reserves the right to reject any and all proposals or a specific item or items of a proposal.

The selected firm shall provide insurance policies in accordance with the requirements of the City's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the City in response to this Request for Proposal shall become property of the City.

After selection of the Contractor, all applicants will be notified of the City's decision

PROJECT EXPECTATIONS:

This work consists of Landscape and Parks mowing, edging, sweeping (blowing), and litter removal as specified in the Professional Services Agreement scope of work and/or Requests for Proposal.

1. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of La Palma is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

AGREEMENT FOR PARK AND LANDSCAPE MAINTENANCE SERVICES
[COMPANY NAME]

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of [DATE], by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and [COMPANY NAME], a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the [DEPT HEAD TITLE] of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the [DEPT HEAD TITLE]. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City

in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the [DEPT HEAD TITLE].

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California, and comply with the prevailing wage and related requirements set forth in Exhibit "C" hereto.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the City has retained Consultant to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of Consultant. Accordingly, in performing the tasks and services under this Agreement, Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Consultant retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of Consultant.

3.8.1 Except as set forth in subdivision 3.8.2, Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City, its officials, officers, and employees ("City Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Consultant's performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that Consultant is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from

and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the City or such City Personnel. Consultant's cost to defend City and/or City personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA
7822 Walker Street
La Palma, California 90623
Attn: [DEPT HEAD TITLE]

If to the Consultant: [NAME OF COMPANY]
[ADDRESS OF COMPANY]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
[Mayor or City Manager]

ATTEST:

Deputy City Clerk

[NAME OF COMPANY]

By _____

[Title]

By _____

[Title]

EXHIBIT "A"

PARK AND LANDSCAPE MAINTENANCE SERVICES

SCOPE OF SERVICES:

1.0 GENERAL

The Contractor shall provide grounds and maintenance services inclusive of mowing and edging of turf areas, litter control, raking of planters, sweeping and blowing of hardscape areas as provided in the specifications to maintain City facilities in accordance with the tasks and frequencies identified in the "Scope of Services". In accordance with the defined scope of work, the work shall be performed in the following areas:

	Location Name	Approximate Size of Turf and Planter Areas
a	Central Park	6.2 acres
b	Edison Rights of Way Valley View St. to West of Barbi Ln.	24.5 acres
c	Denni Mini Park / Denni North Planter & Vines	.30 acres
d	Walker Well Facility	.09 acres
e	Civic Center (City Hall, Library, Police Facilities)	.45 acres
f	City Yard Facility	.17 acres
g	Medians on La Palma Avenue	1.00 acres
h	Medians on Moody Street	.60 acres
i	Medians on Walker Street	.18 acres
j	Medians on Orangethorpe Avenue	.46 acres
k	Medians on Valley View Street	.96 acres
l	Medians on Houston Avenue	.39 acres
m	Vines on Block Walls on La Palma Avenue	1.67 miles *
n	Vines on Block Walls on Walker Street	0.12 miles *

*Length of the entire street. Vines are not on the entire length of walls.

Note: Attached, for the use by Contractor, is a location map of the areas and facilities to be maintained. It is suggested that you conduct a site visit, prior to preparation of the proposal, with the Maintenance Supervisor, Carlo Nafarrete. To set up a meeting and/or inquire regarding the scope of work, please contact Public Works at (714) 690-3310.

LEGEND

1. Medians on Valley View St. 183rd to South of Orangethorpe
2. Vines on Walker St. East side 183rd to Coyote Creek Bridge
3. Walker Well Site 6800 Walker Street
4. Medians on Orangethorpe Ave. SR-91 to Coyote Creek
5. Medians on Walker St. South of Orangethorpe Ave.
6. Medians on Moody St. Houston Ave. to Crescent Ave.
7. Edison Right of Way Valley View St. to West of Barbi Ln.
8. Medians on La Palma Ave. Valley View St. to West of Moody St.
9. Vines on La Palma Ave. Valley View St. to West of Denni St.
10. Medians on La Palma Ave. Moody St. to Denni St.
11. Denni S. Mini Park / Denni N. Planter & Vines / South Denni Street
12. City Yard Site 8415 Meadowlark Lane
13. Central Park 7821 Walker Street
14. City Hall / Library / Police Department 7822 Walker Street

City of La Palma Street Map Landscape Maintenance



2.0 QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing landscape maintenance services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this work after April 1, 2015, unless currently registered and qualified to perform the work pursuant to Labor Code Section 1725.5.

Contractor's performance of the work described in this Request for Proposals is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

A. REFERENCE AND QUALIFICATION REQUIREMENTS

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified landscape maintenance services to the satisfaction of the City. Failure to include any of the following information as requested below may cause proposal to be deemed non-responsive if the City has no prior experience with Contractor.

1. **Client References:** Contractor shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom contractor has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance, service and other information.
2. **General Business Statement:** A statement of all of the important business activities of contractor's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar sized facilities and areas (or with gross acreage equal to or greater than) with similar service levels as those required for this Contract. Contractor shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Financial Statement:** Most recent and complete financial statement of contractor's current assets, liabilities and net worth.

4. Credit References: A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
5. Work History: In addition to Client References, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

B. REQUIREMENTS FOR SUPPLEMENTAL INFORMATION

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible contractor(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the contractor's ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

C. LICENSES

Contractors shall comply with the following:

1. The Contractor's State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the services in these specifications. Each contractor shall hold a valid C27 Landscape Contractor's License and any other required permits or licenses at the time the proposal is submitted.
2. Contractor must obtain, and maintain in effect during the term of the Contract a valid City of La Palma Business License prior to commencement of work.
3. When working in road rights-of-way, the Contractor shall comply with all procedures and requirements as specified in the California Manual on Uniform Traffic Control Devices (CA MUTCD) or Work Area Traffic Control Handbook (WATCH).

PARK AND LANDSCAPE MAINTENANCE SERVICES

LICENSE CERTIFICATION

My valid License/Permit Numbers are:

	<u>LICENSE</u>	<u>LICENSE NUMBER</u>	<u>EXPIRATION DATE</u>
1. C27 Landscaping Contractor License		_____.	_____.
2. City of La Palma Business License Required upon notification of award		_____.	_____.

Please submit a copy of each valid license/permit listed above with proposal.

3.0 ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES (National Pollutant Discharge Elimination Program) Permit and Stormwater Management Plan.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

In preparing the proposal, the contractor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

1. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.
 - a. Appurtenances must be cleaned by a method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
 - d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to a water body.
 - e. For washing operations, Contractor shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of .006 gallon of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers, and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.
2. Every effort must be taken to minimize noise.
3. The Contractor is required to recycle green waste, keeping it separate from trash and other debris.

4. Contractor shall have an Integrated Pest Management policy/program in effect.

4.0 REFUSE DISPOSAL

The City shall be responsible for, and pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the tasks within. The refuse collected by the Contractor in the performance of these tasks shall be deposited in a location, or locations as specified by the City.

The Contractor shall maintain logs identifying its refuse collection and disposal activities and provide copies of those logs to the City monthly.

A. DISPOSAL OF RECYCLABLES

The Contractor shall comply with the City's recycling efforts and program.

5.0 DAMAGE CAUSED BY CONTRACTOR

All damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

1. Irrigation damage shall be repaired or replaced in kind within one watering cycle or 48 hours.
2. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

1. Trees: Minor damage, such as bark lost from impact of mowing equipment, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
2. Shrubs: Minor damage, such as shrub and plant material lost from impact of mowing equipment, shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
3. Appurtenances: All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing, and gardens caused by the Contractor, shall be corrected at the Contractor's expense and to the satisfaction of the City.

6.0 CHANGE IN SERVICE

In the event that additional services are deemed necessary by the City for newly-developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's proposal.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

For modifications, reductions, or deletions in services, the City's Representative(s) shall notify the Contractor in writing of changes a minimum of five (5) City business days in advance. Charges for services shall be adjusted by the Contractor on a pro-rata basis to meet changes made. Costs for new services shall be charged in accordance with the pricing quoted by the Contractor and acceptable to the City Representative(s) as otherwise specified herein.

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

Normal work hours are from 7:00 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise authorized. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing, edging, blowing, etc. No routine mowing shall occur on Saturday or Sunday unless pre-approved by the City Representative. Schedules shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the City.

The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with ten (10) business days advance written notice to the Contractor. The Contractor must notify the City's Representative(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the City's Representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's Representative(s) shall be subject to action provided for herein.

The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

The basic daily hours of maintenance service shall be:

Monday through Thursday: 7:00 a.m. to 5:00p.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

8.0 SERVICE SCHEDULES

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's Representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's Representative(s) for review, and if appropriate, approval, within ten (10) working days prior to scheduled time for the work.

At the discretion of the City Representative, monthly meetings (or at an increased frequency if deemed necessary by the City) between the Contractor and the City may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

Changes or variations in scheduling may be necessitated by City special events, recreation classes, facility reservations, etc. The Contractor shall adapt any or all schedules to the City's requests.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for "Specialty Functions" as set forth herein.

9.0 CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.

The City may, at any time, give the Contractor 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 City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the facilities which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to turn into City Representative(s) all items which have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

10.0 DRESS CODE AND APPEARANCE

All Contractor's personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Safety vests are not considered part of the uniform, but are required in compliance with Section 4.2. Failure to comply shall result in a deduction of \$100 per occurrence per day per employee.

11.0 CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

12.0 TRAFFIC CONTROL

The Contractor shall follow all guidelines and rules in the California Manual on Uniform Traffic Control Devices (CA MUTCD) or Work Area Traffic Control Handbook (WATCH). Any lane closures shall be coordinated prior to commencement of work with an authorized representative of the City. Lighted sign or arrow boards are required as needed.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to the public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.

13.0 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically La Palma municipal code 44-267, that apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

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

14.0 ADDITIONS/DELETIONS TO CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses will be paid in one of two ways: In accordance with the proposal forms; or actual costs plus 10% for materials, whichever is less.

1. Performance During Inclement Weather

- a. During the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather.
- b. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.
- c. During periods of excessive rainfall, the Contractor shall remove water from area drains, remove minor silt and debris from perimeter areas and keep all draining facilities clear and in operating condition.

2. Performance On Schedule

- a. All work shall be completed on the day scheduled. All schedules shall be pre-approved by an authorized City Representative.
- b. Failure to complete the work as scheduled or as specified herein will result in the following actions:
 - I. The sum of up to \$100 per day will be deducted from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.
 - II. Deficiencies: An additional amount equal to the costs incurred in completing the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the Contract unit price will be deducted.
 - III. In cases where the Contractor fails to perform as required, the value of the contract "per day" will be deducted.
 - IV. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as

the cost to the City for inspection and other related costs for the failure by the Contractor to complete the work according to schedule.

15.0 MAINTENANCE STANDARDS

This Specification establishes the standard for the maintenance of landscaped areas and open spaces for the City of La Palma.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility is to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include but is not limited to mowing and edging of turf areas, litter control, raking of planters, sweeping, blowing of hardscape areas, and cleanup of drainage facilities.

The Contractor shall submit a monthly Maintenance Schedule to the City at the start of the Contract and in the event of any changes to the schedule outlining the scheduled functions and to include all elements within the Contract.

The Contractor shall conduct all maintenance functions in a manner causing the least possible obstruction and inconvenience to the public.

16.0 TURFGRASS

The City shall be responsible for, and pay the costs of, the disposal of all greenwaste collected by the Contractor in the performance of the tasks within. The greenwaste collected by the Contractor in the performance of these tasks shall be deposited in a location, or locations as specified by the City.

The Contractor shall maintain logs identifying its greenwaste collection and disposal activities and provide copies of those logs to the City monthly.

1. Mowing

All turfgrass within parks, greenbelts, medians, etc., will be mowed in accordance to the following schedule:

- a. Once per week from April through the end of October

- b. Once every other week from November through the end of March
- c. In lieu of weekly mowing, as referenced above, from November through the end of March, tree trimming in the Edison Right of Way shall be performed on the every other week schedule, as directed by the Director of Community Services or authorized City Representative. Trimming of trees within the Edison Right of Way consists of general uplifting to a minimum of 8'/trimming/thinning and maintaining a maximum height of 15' where applicable.
- d. Mowing shall occur on the same day each schedule. Mowings missed due to inclement weather shall be rescheduled and completed within three (3) days on the every other week schedule and seven (7) days on the weekly schedule.

Cut cool season turfgrass 2 ½" during warm season and reduce to 2" during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda ½" to ¾". Cut mixed turfgrasses to the City Representative's recommended height.

For most locations a rotary or reel mower that provides a smooth and continuous cut of turf at a ¾" height shall be acceptable. The type of mower required may vary for special events and conditions. Any acceptable mower shall be configured so the outer edges of the blade extend 18" to 26" beyond the outer edge of the wheel. Central Park sportsfield shall be mowed with a reel mower exclusively.

All mowers utilized within the Central Park, Civic Center and Denni Park areas must have catchers and all grass clippings shall be caught at the time of mowing and disposed of off-site.

All safety equipment on mowers must be fully operational.

All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.

Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation.

More frequent mowing of turf may be authorized at the City's discretion.

Turf shall be mowed to within 6" of all appurtenances.

Litter shall not be shredded by mowers. Contractor shall not drive over or break glass bottles or other glass objects, nor drive over excessively wet areas. Contractor shall clean up and remove litter scattered or shredded by mowers prior to leaving the job site.

Litter includes any foreign matter, debris, broken glass, paper, feces, foods and similar materials.

Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.

No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.

Damaged appurtenances, sprinkler heads, valve boxes, valve box covers or vegetation shall be repaired immediately, isolated or otherwise addressed to ensure the safety of the site, the integrity of the systems and the viability of plant materials. Notification of any damages and/or repairs made shall be provided to the City's Representative by the next business day.

When mowing, Contractor's staff must take care not to scratch or damage hardscapes, walls, planters, benches and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has not sharp or protruding rough parts (i.e., rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.

2. Trimming and Edging

Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers and paved areas on a weekly basis to present a neat, clean appearance. All turfgrass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger. String trimmers are not acceptable as a replacement for a "walk- behind" blade-type edger.

a. String Trimmers

Care shall be exercised regarding the use of string trimmers (weed eaters) to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc. A maximum 12" bare soil buffer zone shall be maintained around the circumference at the base of all trees. (Trees damaged by Contractor's operations shall be replaced at Contractor's sole expense.)

3. Weed Control

In prevention of weeds in turfgrass within Central Park and Civic Center, granular pre-emergent herbicides approved by the City Representative and applied at 6lbs per 1,000sf shall be used prior to germination of weed seeds in the months of March and October. Post-emergent herbicides shall be applied when broadleaf weeds are present. In addition to post-emergent herbicide applications invasive grasses, such as goosegrass, dallisgrass, crabgrass, poa annua, etc., shall be treated throughout the year.

Chemicals shall be furnished by the Contractor and applied per California Department of Pesticide Regulations. The City Representative shall approve all chemical applications. Quantities used must be submitted to the City Representative on a "Monthly Herbicide Use Report".

4. Aeration

Aeration of the Central Park sportsfield and Civic Center shall be performed four times per year utilizing a hollow core aerator. All cores shall be removed and disposed of off-site.

5. Fertilizer Application

Fertilizer applications of 23-4-4 granular fertilizer at 1lb of actual nitrogen per 1,000sf, or other fertilizer approved by the City Representative, shall be applied a minimum of three times per year and in the months of June, September and December. Contractor shall apply material using a rotary type spreader, ensuring uniform overlap. All excess fertilizer deposited on sidewalks, parking lots, and other hardscape areas shall be properly cleaned and removed. Quantities used must be submitted to the City Representative on a "Monthly Fertilizer Use Report".

6. Annual Turf Renovation

Annual turf renovation of the Central Park sportsfield shall be performed beginning in the first week of March and shall include the actions to be undertaken in the sequence as follows:

- a. Reel mow to a height of $\frac{3}{4}$ ". All clippings shall be removed and disposed of off-site.
- b. Aerate with hollow core aerator. All cores shall be raked/vacuum removed and disposed of off-site.
- c. Pre-emergent shall be applied at a rate of 6lbs per 1,000sf over entire area. All pre-emergent shall be approved by the City Representative.
- d. Contractor shall apply material using a rotary type spreader, ensuring uniform overlap. All excess pre-emergent deposited on sidewalks, parking lots, and other hardscape areas shall be properly cleaned and removed.
- e. Contractor shall be responsible for assuring irrigation system is working properly and adjusted appropriately, and for watering in all pre-emergents after each application.

Annual turf renovation of the Central Park sportsfield shall coincide with the performance of one each of the aforementioned biannual Weed Control and

quarterly Aeration actions and no additional compensation shall be made for these actions herein.

7. Reseeding

Reseeding of the Central Park sportsfield shall be performed beginning in the first week of June and shall include the actions to be undertaken in the sequence as follows:

- a. Reel mow to a height of $\frac{3}{4}$ ". All clippings shall be removed and disposed of off-site.
- b. Aerate with hollow core aerator. All cores shall be raked/vacuum removed and disposed of off-site.
- c. Apply 4lbs of hybrid Bermuda grass seed per 1,000sf. All seed shall be approved by the City Representative.
- d. Apply $\frac{1}{8}$ " to $\frac{1}{4}$ " of approved sterile fine particle soil amendment over entire area.
- e. Contractor shall apply material using a rotary type spreader, ensuring uniform overlap. All excess seed and amendment deposited on sidewalks, parking lots, and other hardscape areas shall be properly cleaned and removed.
- f. Contractor shall be responsible for assuring irrigation system is working properly and adjusted appropriately, and for watering in all soil amendment after each application.

Reseeding of the Central Park sportsfield shall coincide with the performance of one of the aforementioned quarterly Aeration actions and no additional compensation shall be made for this action herein.

17.0 SHRUBS

1. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the City Representative.
3. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.

4. Remove any spent blossoms or dead flower stalks as required for neat, clean appearance.
5. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.
6. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis and disposed of off-site.

18.0 GROUND COVER

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or apply approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. The City Representative will determine objectionable height. Remove weeds by chemical or mechanical means as approved by the City Representative. Chemicals, limited to only those with a label signal word of Caution or lower in toxicity, shall be furnished by the Contractor and applied per California Department of Pesticide Regulations. The City Representative shall approve all chemical applications. Quantities used must be submitted to the City Representative on a "Monthly Herbicide Use Report".
3. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
4. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures. Do not allow ground cover to grow up trees, into shrubs or on structures or walls. Keep ground cover trimmed back approximately four inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City Representative.
5. Bare soil areas shall be cultivated a minimum of once per month.

19.0 VINES

1. Pruning of block wall vines shall be performed in such a manner as to keep the vines as closely cropped to the block walls as practicable. Vines shall be maintained to the height of the base of the second course of blocks from the top of the walls. While removing dead, damaged or diseased growth cut back to

healthy wood wherever possible. Pruning of all vines shall be in accordance with good horticultural practices.

2. Do not use nails or wire to secure vines on masonry walls.

20.0 TREES

1. Small container, tree well, planter or landscape/median trees shall be pruned as required for safety, removal of broken, dead or diseased branches and fronds, and general containment or appearance.
2. Spent flowers or seedpods will be removed as required for neat and clean appearance.
3. Any paper or litter that accumulates in any container or tree well areas shall be picked up and disposed of off-site on a daily basis.

Contractor may be requested to prune mature Queen, King and other varietal palm trees within Central Park and the Civic Center facilities. Pruning will include removal of fruit and seed pods. Such work will be paid for as extra work by the City unless otherwise specified within these Specifications. Coordinate with City Representative for identification of aforementioned palm trees.

21.0 IRRIGATION

The City currently maintains a total of 37 irrigation controllers consisting of Rainmaster Eagle, Rainbird ESP and LEIT 4000 brands of controllers. The controller inventory includes 25 controllers with 1 to 10 stations, 6 controllers with 11 to 20 stations, 4 controllers with 21 to 30 stations and 2 controllers with 31 to 40 stations.

Contractor shall maintain all irrigation systems downstream of the backflow device in a professional and operable condition including, but not limited to the following: controllers; manual and remote control valves; wiring; pipes; vaults; heads; nozzles and anti-drain valves.

1. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing and other operational conditions. Such inspection shall be made at least once per month by Contractor's irrigation specialist, however, Contractor shall be responsible for the proper operation of the system at all times and shall provide for obvious repairs as they occur or are needed.
2. Contractor shall adhere to all State and local regulations accordingly.

3. Contractor shall adjust all systems to provide adequate coverage of all landscape areas while also preventing excessive runoff and/or erosion.
4. Contractor shall adjust all irrigation heads to maintain proper and uniform water application. All repairs to irrigation heads shall be of the original type, style and manufacturer with nozzles matching in precipitation rates.
5. Contractor shall be responsible at its own expense for repairs to all irrigation heads, swing joints, lateral lines, RCVs, wiring and other related parts as a condition of this agreement.
6. The City will maintain and warehouse, at no cost to the Contractor, an inventory of parts and materials needed for the repair and replacement of all City owned irrigation systems. Contractor shall provide a written request for needed repair or replacement parts and materials indicating at a minimum the type, size and quantity of the parts needed, as well as the location and date of the repair to be performed. All replacements are to be made with original type, style and manufacturer of material or as directed by the City Representative.
7. Contractor shall notify the City Representative of needed repairs from the RCV to the backflow device. The City will be responsible for cost of the materials from the RCV to the backflow device. Contractor shall submit proposals to the City Representative for extra work to repair the irrigation system from the RCV to the backflow device.
8. All necessary irrigation repairs shall be made within 48 hours of discovery.
9. At no time shall Contractor attempt to turn off the water meter to any controller. Contractor shall contact the City Representative should water service need to be turned off at any time.
10. Contractor shall adjust water application to compensate for changes in weather. Contractor shall provide the City written notification regarding any and all irrigation programming changes and concerns.
11. Contractor shall deactivate, adjust, modify and monitor all irrigation controllers not on the City's Rainmaster system before and during periods of rainfall, coordinating with the City to deactivate its Rainmaster system controllers. Contractor shall reset and/or reactivate all controllers at the passing of each rain event.
12. Irrigation controller enclosures shall be maintained externally and internally by Contractor consisting of, but not limited to, insect control and removal of

debris and weeds from inside the controller enclosures. Lubrication of controller enclosure hinges and locks shall be Contractor's responsibility.

13. The resetting of irrigation controllers for Daylight Saving and Standard Times shall be Contractor's responsibility. Resetting controllers following power outages shall be Contractor's responsibility and must be completed within 24 hours of restoration of power. Twice annual changes of batteries in battery operated controllers shall be Contractor's responsibility.
14. Contractor shall repair or replace equipment damaged as a result of Contractor's negligence and shall be replaced at Contractor's expense.

22.0 PLANT ADDITIONS AND/OR REPLACEMENTS

Contractor may be requested to replace damaged or destroyed trees, vines, shrubs, ground cover or flowers. Such work will be paid for as extra work by the City unless otherwise specified within these Specifications. Exceptions are replacements due to Contractor's negligence, as determined by the City Representative.

23.0 LITTER AND DEBRIS CLEAN UP

The City shall be responsible for, and pay the costs of, the disposal of all debris collected by Contractor in the performance of the tasks within. The debris collected by Contractor in the performance of these tasks shall be deposited in a location, or locations as specified by the City.

Contractor shall maintain logs identifying its debris collection and disposal activities and provide copies of those logs to the City monthly.

1. Do not blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Remove debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters).
2. All litter and debris resulting from any of Contractor's operations shall be removed and disposed of off-site at the end of each day's work.
3. All walkways and parking lots shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
4. All tree wells, shrub and areas not inter-planted with ground cover shall be raked clean a minimum of once a month.

24.0 FACILITIES MAINTENANCE

1. General Operations (applies to all landscape maintenance areas):
 - a. All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations.
 - b. All human or animal feces or other materials detrimental to human health shall be removed from the areas.
 - c. All leaves, fruits, flowers, seed pods and other landscape debris shall be removed from landscaped areas and disposed of off-site.
 - d. All broken glass and sharp objects shall be removed and disposed of off-site.
 - e. All concrete curb inlets and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
 - f. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City Representative.
2. Hard Surface Areas
 - a. These areas include hardscape, concrete sidewalks, courtyards, parking lots, etc.
 - b. All areas shall be swept or blown weekly to remove all deposits of silt and/or sand and glass.
 - c. All areas shall be inspected and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to the City Representative.

25.0 DRAINAGE FACILITIES

Contractor shall continually inspect surface drains (such as catch basins and drainage structures) located within the landscaped areas. Surface drains, including the concrete structure bordering the Civic Center, shall be checked and maintained free of obstruction and debris weekly to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

26.0 PRUNING AND TRAINING QUALITY

1. Shrubs, herbaceous plants, and groundcovers shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired. Raphiolepis and other fruits that litter the pavement are not wanted.
 - a. Remove flower stems to point of origin.
 - b. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage and flush with branch of origin. Leave no butts or stubs. Do not trim off all foliage on one lane with hedge shears. Shearing is only for hedges, after thinning out big, long shoots.
2. Prune off lower branches high enough for traffic clearance.
3. Cut out dead, crossing, rubbing branches and v-shaped crotches, where applicable.
4. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn or ripped branches shall be re-cut cleanly.
5. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.
6. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
7. A young tree unable to stand upright shall be double staked. A tree too heavy for support by stakes shall have equally spaced guy wire ties to immovable stakes. The wire shall be on a 45° angle with the tree trunk.
 - a. Ties and guys should be tight enough to support the tree but loose enough to allow for growth and a few inches of movement, and in place between stakes or tree trunk.
 - b. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
 - c. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
8. Graphic descriptions on correct pruning and training of shrubs and trees is published by the International Society of Arboriculture (ISA) and the

27.0 REPORTS AND SCHEDULES

The Contractor shall submit reports and schedules as requested and as outlined below. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. Such reports must be detailed, thorough and may include but not be limited to the following:

1. Suggestions for improving problem areas.
2. Reports of work planned.
3. Monthly Maintenance Schedule(s).
 - a. Notification of change in scheduled work must be received by the City at least 24 hours prior to the scheduled time for work to begin.
4. Accident Reports shall be submitted immediately.
5. Incident Reports shall be submitted monthly with any invoicing.
6. Hazard Reports shall be reported immediately and forms submitted monthly with any invoicing.
7. All forms and schedules shall be of a format supplied by or approved by the City.
8. Contractor shall adjust work schedule to accommodate all City-observed holidays and during storms and periods of excessive rainfall.

EXHIBIT "B" - PROPOSAL SCHEDULE

PARK AND LANDSCAPE MAINTENANCE SERVICES

LUMP SUM COMPENSATION RATES

	Location Name	Lump Sum Rate
a	Central Park	\$
b	Edison Rights of Way Valley View St. to Barbi Ln.	\$
c	Denni Mini Park / Denni North Planter & Vines	\$
d	Walker Well Facility	\$
e	Civic Center (City Hall, Library, Police Facilities)	\$
f	City Yard Facility	\$
g	Medians on La Palma Avenue	\$
h	Medians on Moody Street	\$
i	Medians on Walker Street	\$
j	Medians on Orangethorpe Avenue	\$
k	Medians on Valley View Street	\$
l	Medians on Houston Avenue	\$
m	Vines on Block Walls on La Palma Avenue	\$
n	Vines on Block Walls on Walker Street	\$
o	Turf Weed Control	\$
p	Turf Aeration	\$
q	Turf Fertilizer Application	\$
r	Turf Reseeding	\$

SUBTOTAL \$ _____

EXTRA WORK COMPENSATION RATES

	Description of Extra Work	Rate
a	Ground Cover, Shrub & Tree Removal	\$
b	Replacement of 1 Gallon Shrubs	\$
c	Replacement of 5 Gallon Shrubs	\$
d	Replacement of Annual Color Plantings / Per 16 Count Flat	\$
e	Replacement of Groundcover / Per 64 Count Flat	\$
f	Fertilization of Trees, Shrubs, Groundcover and/or Turf	\$
g	Queen and King Palm pruning and seed pod removal at Central Park and Civic Center	\$
h	Replacement of Groundcover / Per 64 Count Flat	\$
i	Landscape Maintenance Laborer	\$
j	Landscape Maintenance Lead Worker	\$
k	Landscape Maintenance Supervisor	\$

SUBTOTAL \$ _____

GRAND TOTAL \$ _____

As previously noted, it is suggested that you contact the Maintenance Supervisor to conduct a site visit to confirm the scope of work prior to preparation of your proposal.

Contractor shall be responsible for calculating and providing lump sum prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details. Extra Work Rates shall be calculated to reflect per hour or per acre rates for each line item and include all costs for services, labor, materials, equipment, and installation associated with completing the work per the plans, specifications and details.

Proposal Schedule Total: \$_____

Proposal Schedule Total (in words):_____

(Company Name of Proposer)

(Date)

CITY OF LA PALMA
Community Services Department

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____

Date: _____ Time: _____ Method: _____

The following performance deficiency(ies) has been observed and requires immediate attention to correct.

Location: _____

Value of deduction: _____

City Representative will check deficient items and comment (if applicable) below.

- 1. Performance deficiency up to \$100 per instance. \$ _____
- 2. Failure to provide adequate equipment. Deduction of up to \$100 per instance/per work day. \$ _____
- 3. Failure to protect public health and/or correct safety concerns. \$ _____
- 4. Failure to comply with water restrictions. \$ _____
- 5. Major irrigation deficiencies. \$ _____
- 6. Failure to mow, edge, sweep, pick-up trash/debris, rototill playground, apply chemicals, or prune in approved, professional manner. \$ _____
- 7. Failure to respond during working hours to a call or request within 1 hour. \$ _____
- 8. Other: _____ \$ _____

Comments: _____

Please initiate the necessary action(s) and notify the City Representative when corrective action(s) is/are completed for re-inspection.

Contractor (Sign & Date)

City Representative (Sign & Date)

EXHIBIT C

PREVAILING WAGE REQUIREMENTS

- A. CONTRACTOR hereby expressly acknowledges and agrees that CITY has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, CITY will enforce all penalties required by law for CONTRACTOR’s failure to pay prevailing wages.
- B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the District has found and determined the general prevailing rates of wages in the locality in which the public Work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the District's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.
 2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the CONTRACTOR must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ (DIR’s) electronic certified payroll reporting (eCPR) system. .
 3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
 4. Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one

week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

5. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the District, forfeit \$25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
 6. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Contract.
 7. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to District, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under the contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.
- C. Pursuant to Labor Code section 1771.1, 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. Furthermore, Contractor is hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.