

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND K&D LANDSCAPING, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **K&D Landscaping, Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from December 18, 2023, to December 31, 2026, inclusive. The City Manager is authorized to extend the term of this Agreement for a maximum of one two-year extension. Any such extension shall be in writing and signed by both Parties to this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$223,058.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ninety (90) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

K&D Landscaping, Inc.
62 C Hangar Way
Watsonville, Ca 95076
(831) 728-4018

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

K&D Landscaping, Inc.

BY

BY

Rene Mendez, City Manager

Justin White, CEO

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS LANDSCAPE MAINTENANCE SERVICES FOR PARKS & COMMUNITY SERVICES, PUBLIC WORKS & UTILITIES, AIRPORT FACILITIES AND EXTRA SERVICES

INCLUDING:

PROPOSAL INFORMATION FOR CONTRACTORS
GENERAL CONDITIONS
LOCATIONS AND SERVICES

TABLE OF CONTENTS

- 2.1 PROPOSAL INFORMATION FOR CONTRACTORS
 - 2.1-1 SCOPE AND LOCATION OF WORK
 - 2.1-2 EXAMINATION OF CONTRACT DOCUMENTS
 - 2.1-3 INTERPRETATION OF CONTRACT DOCUMENTS
 - 2.1-4 PROPOSALS
 - 2.1-5 AWARD OF CONTRACT
 - 2.1-6 EXTENSION OF CONTRACT
 - 2.1-7 PREVAILING WAGES
 - 2.1-8 LANDSCAPE MAINTENANCE MINIMUM STANDARDS & SELECTION CRITERIA
 - 2.1-9 MODIFICATION OF PROPOSAL
 - 2.1-10 PROPOSAL POSTPONEMENT AND AMENDMENT
 - 2.1-11 AFFIDAVIT
 - 2.1-12 REJECTION OF PROPOSALS FOR NON-RESPONSIVENESS
 - 2.1-13 COMPLETING AND SIGNING FORMS
 - 2.1-14 IDENTIFICATION OF SUBCONTRACTORS
 - 2.1-15 ADDITIONAL AND EXTRA WORK
 - 2.1-16 CHANGES IN CONTRACT PRICE
 - 2.1-17 INSURANCE
 - 2.1-18 ADDITIONAL EXTRA WORK
 - 2.1-19 OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS
 - 2.1-20 INSPECTION OF SITE WORK
 - 2.1-21 PROPOSALS ARE PUBLIC RECORDS
- 2.2 GENERAL CONDITIONS
 - 2.2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES
 - 2.2-2 PERIODIC PROJECT INSPECTIONS
 - 2.2-3 PERFORMANCE DURING INCLEMENT WEATHER
 - 2.2-4 NOTICE TO PROCEED
 - 2.2-5 ACCEPTANCE

- 2.2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT
- 2.2-7 SAFETY
- 2.2-8 RESPONSE
- 2.2-9 QUALIFIED CONTRACTOR SUPERVISION
- 2.2-10 CONTRACTOR'S EMPLOYEES
- 2.2-11 EMPLOYER PROVIDED UNIFORMS
- 2.2-12 CONTRACTOR'S EQUIPMENT
- 2.2-13 LOCKS AND KEYS
- 2.2-14 VANDALISM AND ACCIDENTAL DAMAGE
- 2.2-15 WATER MANAGEMENT PROGRAM
- 2.2-16 PLANT LOSS
- 2.2-17 TURF AERATION
- 2.2-18 FERTILIZATION
- 2.2-19 BARK AND MULCH
- 2.2-20 TREE PRUNING
- 2.2-21 MOWING AND EDGING
- 2.2-22 REFUSE DISPOSAL
- 2.2-23 TRAFFIC CONTROL
- 2.2-24 FINGERPRINTING AND BACKGROUND CHECKS

- 2.3 LOCATIONS AND SERVICES REQUIRED
 - GROUP 1 – PARKS & COMMUNITY SERVICES DEPARTMENT
 - GROUP 2 – PARKS- ADD ALTERNATES
 - GROUP 3 – PUBLIC WORKS & UTILITIES
 - GROUP 4 – AIRPORT FACILITY

SECTION 2.1 PROPOSAL INFORMATION FOR CONTRACTORS

2.1-1 SCOPE AND LOCATION OF WORK

The City is requesting landscape maintenance services for the Parks & Community Services (Group 1), Parks- Add Alternates (Group 2), Public Works & Utilities (Group 3) and Airport Facilities (Group 4). Contractors may submit bids on one group, multiple groups or all four groups. The bid items provided are representative of the scope of work the City intends to contract. Final items awarded will be negotiated in the final contract. The City prefers to award groups 1, 3, and 4 as a whole and has provided group 2 as an add alternate where areas will be selected and awarded based on best cost value. Additional work rate sheet for work not identified in the bid items must be also be provided on the appropriate form.

The Landscape Maintenance Services Contract ("Contract") is an outcome-based contract where the City has established specific landscape standards as outcomes. The Contractor is responsible for developing a base bid necessary to maintain the expected outcome standards. The bid is to be presented with the total cost for each service group for a three-year period. The City will inspect the work of the Contractor against the stated standards to determine compliance and payment.

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, and equipment needed for complete landscape maintenance services in the following service groups:

- Group 1 Parks & Community Services Landscape Maintenance
- Group 2 Parks-Add Alternates- Landscape Maintenance
- Group 3 Public Works & Utilities

- Group 4 Airport Facilities
- Additional Work Rate Sheet

2.1-2 EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Exhibit G, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the Contract Documents. Submission of a proposal shall constitute acknowledgment, upon which Watsonville may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve the Contractor of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents. Submission of a proposal is entirely voluntary. No compensation is offered for any work related to the proposal or selection process.

2.1-3 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents after the mandatory bidder's conference. Requests for interpretation shall be made in writing as described in Section 1. All requests for interpretation and answers will then be issued via an addendum that is made available to all bidders.

2.1-4 PROPOSALS

Proposals shall be in written form and must include, at a minimum, the information requested by the City of Watsonville. Additional pages may be attached to the proposal, as supplemental, but not as replacement pages. All proposals shall give all information requested therein, and shall be signed by the Contractor or an authorized with legal authority to bind the Contractor, with their address and contact information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a proposal will render the proposal non-responsive and may cause its rejection.

Each proposal shall be submitted in accordance with the instructions provided in Section 1. Failure to follow these instructions may result in the proposal being considered non-responsive.

No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Watsonville reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of Watsonville, and waive any informalities or irregularities in the proposals.

The initial proposed pricing must be in effect for three years based on the time period of the initial contract. City agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by City. Material and Supply Pricing: The proposal shall include the Contractor's percentage mark up on materials and supplies over its cost. This percentage should be included in the Contractor's "Additional Work" pricing sheet. The City reserves the right to purchase, and supply to the Contractor, all materials and supplies.

Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to

the Contractor or the Contractor's management or employees relative to the services to be provided to the City.

Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal.

2.1-5 AWARD OF CONTRACT

The award of contract, if any, will be made within approximately sixty (60) calendar days after the proposal opening as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the proposals are opened. No Contractor may withdraw its proposal during this time period. Comparing and evaluating the proposals based on the Selection Criteria identified in Section 1 shall determine the Contractor(s) selected by the City. The City of Watsonville reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Contractor will be required to execute a City Standard Maintenance Services Agreement with the City. Section 3-Exhibit G contains a sample agreement that will be similar to the agreement that the Contractor will need to execute.

The award of the contract, if any, will be for an initial period of three (3) years commencing on December 18, 2023, and expiring on December 31, 2026. Contractor shall be bound to the prices on the proposal form for the three-year duration of the contract term.

2.1-6 EXTENSION OF CONTRACT

The City Manager is authorized to extend this agreement for a maximum of an additional two (2) with term increments. Extension will be exercised if both the City and the Contractor mutually agree to continue the relationship.

2.1-7 PREVAILING WAGES, CERTIFIED PAYROLL RECORDS AND CALIFORNIA DEPT. OF INDUSTRIAL RELATIONS REGISTRATION

Prevailing Wages. Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>.
Certified Payroll Records. Contractor shall comply with the provisions of Labor Code Sections 1776 and 1812, which are incorporated by reference herein.

A certified electronic copy of all project employee's payroll records shall be uploaded to the California Department of Industrial Relations Division of Labor Commissioner website for the term of the contract. DIR Registration. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2.1-8 LANDSCAPE MAINTENANCE COMPANY MINIMUM STANDARDS AND SELECTION CRITERIA

The City will first evaluate and rank proposals based on selection criteria listed Section 1 in the "Narrative Scoring" Section. Proposals that receive less than 30 out of the 40 eligible points will

be eliminated. The winning proposal(s) will be selected, based on best cost value, from those receiving a minimum of 30 points and above. Best cost value scoring is detailed in Section 1 in the "Landscape Maintenance Service Cost" section.

Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived at the City's sole discretion. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. Refer to Section 1, Contractor Selection Criteria for scoring criteria.

2.1-9 MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

2.1-10 PROPOSAL POSTPONEMENT AND AMENDMENT

The City reserves the right to postpone or cancel this RFP at any time. In addition, the City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced as amendments to this RFP. Copies of such amendments shall be furnished to all prospective proponents. Prospective proponents are defined as those proponents who have attended the mandatory conference and provided email contact information. If revisions and amendments require changes in quantities, prices or scope of work, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proponents to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney, on the City supplied addendum form will be rejected as non-responsive.

2.1-11 AFFIDAVIT

By submitting a proposal, contractors acknowledge the required "Non-collusion Affidavit" included in the bid forms attached to this RFP.

2.1-12 REJECTION OF PROPOSALS FOR NONRESPONSIVENESS

City reserves the right to reject any proposals as nonresponsive which are incomplete, obscure, or irregular; any proposals which omit any one or more items for which proposals are required; any proposals which omit unit prices if unit prices are required; any proposals in which unit prices are unbalanced in the opinion of City; and any proposals which are conditional or alter the scope of work.

2.1-13 COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

2.1-14 IDENTIFICATION OF SUBCONTRACTORS

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors whom the Contractor proposes to subcontract portions of the work in an amount in excess of one-half of one percent (0.5%) must be identified by company name, license number, and address. Each subcontractor's work responsibility as well as the percentage of total work to be performed by the subcontractor must be clearly called out.

2.1-15 ADDITIONAL AND EXTRA WORK

City has the authority to direct additional and extra work including, but not limited to, work for vandalism, City initiated improvements, various repair and maintenance functions, and the addition of new sites with the understanding that the contractor is entitled to additional compensation. Additional and extra work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

2.1-16 CHANGES IN CONTRACT PRICE

Other provisions of the Contract Documents notwithstanding, the Contract Price may be changed only by an amendment duly authorized by the City Manager or his or her designee. The value of any work covered by an amendment or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit price previously approved.
- B. An agreed lump-sum.

Unless an amendment has been so executed, it shall be conclusively presumed that all work performed is included in the Contract Price.

2.1-17 INSURANCE

Contractor shall, at no cost to Watsonville, obtain and maintain during the term of the Contract those insurance amounts listed in the attached Standard Maintenance Services Agreement attached hereto as Exhibit G.

2.1-18 ADDITIONAL EXTRA WORK

The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process. The following shall be treated as "extra work":

- Renovations (thatching, over seeding, drainage installation, irrigation upgrades, etc.)
Landscape Conversions
- Site furnishing repair
- Repair of significant vandalism
- Bid requests for hourly rates, unit costs, markups, etc. can be found in the bid form.

2.1-19 OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

The service locations are highly visible city facilities and landscape assessment districts. The required standard of work is high. Contractor should expect routine inspections and feedback by both City staff and residents of the landscape assessment districts. City will regularly inspect the Contractor's work and rate it according to the maintenance standards attached as Exhibit A. Contractor shall operate and maintain an email address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The email address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the

below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining landscapes as described in this document and per the maintenance standards outlined in Exhibits A. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard".

Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in, and a one hundred-dollar (\$100) deduction from their monthly payment. There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

The City will perform weekly inspection reports, which will be e-mailed to the Contractor. The first time a site fails to meet City Standards as a result of these inspections the Contractor will have two (2) weeks to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Contractor to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Contractor will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Contractor will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

2.1-20 INSPECTION OF SITE WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on his/her own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

2.1-21 PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of a proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, et seq.) unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of his/her proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.**

The City is not responsible for misdelivered proposals, and the Contractor is strictly liable for its chosen method of delivery. It is the Contractor's sole responsibility to make sure that proposals arrive at the proper location. Any proposals which are not received by the due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City department.

SECTION 2.2 GENERAL CONDITIONS

1.a-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- A. Contractor shall perform the required maintenance services between the hours of 6:30 a.m. to 5:00 p.m., on business days.
- B. Weekend and holiday work must have prior City approval.

- C. The Contractor shall conduct the work at all times in a manner which will not interfere with normal business operations, recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.
- D. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City.

2.2-2 PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

2.2-3 PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to parks and landscaping.

2.2-4 NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

2.2-5 ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized designated City employees.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Standard Consultant Agreement.

2.2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT

- C-27 Landscape Contractor License
- City of Watsonville Business License
- Qualified Applicator License (includes Santa Cruz County Agricultural Commission)
- Registered with the California Dept. of Industrial Relations PWC-100 website

2.2-7 SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

2.2-8 RESPONSE

Contract supervision shall be immediately available at all times when Contractor employees are working on sites, must be available from 6:30 a.m. to 5:00 p.m., each day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

2.2-9 QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

2.2-10 CONTRACTOR'S EMPLOYEES

This Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and his/her employees are agents of the City of Watsonville and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove from assignment to City facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco on any City property.

2.2-11 EMPLOYER PROVIDED UNIFORMS

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo. Contractor and subcontractor personnel shall wear uniforms at all times.

2.2-12 CONTRACTOR'S EQUIPMENT

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

2.2-13 LOCKS AND KEYS

The Contractor shall be responsible for the series of keys assigned and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

2.2-14 VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for

reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

Contractor shall be responsible for reporting any graffiti vandalism to City property within 24-hours to the City's Customer Service Line 831-768-3133 for graffiti removal. Extra graffiti removal work can be approved on a case by case basis.

2.2-15 WATER MANAGEMENT PROGRAM

The Landscape Maintenance Contractor must provide to the City a report of irrigation settings QUARTERLY during the growing season in electronic format. This report will include the following information:

- All irrigation programs set on controllers
- Irrigation schedule run times for each irrigation program
- Irrigation run days for each irrigation program
- Irrigation cycle length in minute for each station in the irrigation program
- Number of repeat cycles for each station in an irrigation program

All required scheduling and operation of the automatic irrigation controllers reflecting weather conditions and water needs will be covered during MONTHLY VISITS during the growing season. Contractor will be responsible for the monthly controller programming to make adjustments based on weather conditions. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

Controller programs shall incorporate the following conditions:

- Meet City Water Management requirements
- Program around Park and Facility use and events (Must be communicated by the City 30 days in advance)
- Reflect actual evapotranspiration (E.T.) requirements (if controller is web enabled)
- Reflect actual requirements of soil and plants (if controller is web enabled)
- Eliminate runoff on streets, sidewalks and other non-target areas.

Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone.

- a) Irrigation Schedule Analysis: When irrigation systems are turned on in the spring and in peak month (July) the contractor will provide the City with the irrigation schedule no later than the 10th of that month. The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (ET). Valve areas appearing to be over or under-watered are to be further tested by the Contractor as outlined below.
- b) Soil Moisture Testing: Valve areas suspected to be over or under watered should be tested between May and October based on need and visible indicators.
- c) Irrigation Base Scheduling Development: Monthly adjustments on controllers will be done on all controllers.

- d) Drought Impact on Irrigation: The Contractor shall comply with all water use regulations and restrictions. In addition, Contractor shall comply with City directed changes in irrigation in response to drought conditions.
- e) Irrigation System Evaluations: One time a year the Contractor will perform a full irrigation system check. The Contractor will supply the City with a written report of every system as it is completed. Needed repairs will be reported to the city with pricing to complete. With the approval of the City the repairs will be completed at the beginning of each spring. System evaluations of head, valves, quick couplers, etc shall occur TWICE during the irrigation season or as needed based on visual inspection.

City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to waste or negligence by the Contractor. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs. If there is a difference of opinion between the City and Contractor as to the whether or not there has been waste due to the negligence of the Contractor the option of the City will prevail.

Irrigation system repair shall occur and be compensated as stated below:

- a) Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The contractor shall implement repairs in accordance with all effective warranties and no separate payment shall be made for repairs on equipment covered by warranties.
- b) Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall NOT BE INCLUDED and completed on a Time and Material basis.
- c) Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall NOT BE INCLUDED in the base bid and will be completed on a Time and Material basis.
- d) Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair versus replacement will be made by the Contractor and City jointly. In the event that there is a disagreement with regards to how to proceed, the City's choice will prevail.
- e) Repair and replacement of lateral lines, main lines, check valves and controllers shall be considered "extra work" in their entirety.
- f) Repairs and replacement of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to the City for payment and are the responsibility of the Contractor.
- g) Repair and replacement of any irrigation components or property that is a result of vandalism or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above state criteria for repair and replacement.

- h) When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

2.2-16 PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation. Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of observation and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of observation will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

2.2-17 TURF AERATION

The Contractor shall perform core aerations of turf (no mow areas excluded) as part of the base bid. Two (2) aerifications are required in all turf areas each year. The City may request that aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. The aeration schedule shall be coordinated with the City during the first month of the contract period. Additional turf aerations may be proposed, as "extra work" by the Contractor, in order to meet the designated standard. All proposals, and costs, must be approved by the City prior to additional turf aerations occurring.

2.2-18 FERTILIZATION

The Contractor will be responsible for performing all fertilizations of turf and landscape and shall be included in the base bid. The fertilization schedule shall be coordinated with the City during the first month of the contract period.

All turf areas (excluding no-mow) shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1, September 1, and November 1. Turf is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

All shrub, groundcover and no-mow turf areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

2.2-19 BARK AND MULCH

The Contractor will be responsible for notifying the City when areas need new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the City requests that new bark mulch, be added by the Contractor, it will be considered "extra work" in its entirety. Bare dirt areas shall be reported to the City for advisement of mulch installation. Contractor may use City's stock pile if approved.

2.2-20 TREE PRUNING

The Contractor shall prune trees for clearance as part of the base bid. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

2.2-21 MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet the City landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides or "chemical edging" be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

2.2-22 REFUSE DISPOSAL

All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located at the Waste and Recycle Center and/or at designated locations at park sites.

2.2-23 TRAFFIC CONTROL

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

When entering or leaving roadways which bear public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic

2.2-24 FINGERPRINTING AND BACKGROUND CHECKS

All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Record Check may be performed at the Watsonville Police Department located at: 215 Union Street, Watsonville, CA 95076.

The Contractor is responsible for maintaining and updating background check information for their employees.

EXHIBIT A: CITY OF WATSONVILLE LANDSCAPE MAINTENANCE STANDARDS

All landscaped areas shall be maintained to have a neat and well-tended appearance and to provide a safe environment for the general public at all times.

1. TURF

1.1. General Standard

1.1.1. All Turf areas will support their designed uses.

1.1.2. Turf will be healthy with an even and uniform surface, color and soil moisture that benefits the plant without disrupting the user's experience. Turf will not exhibit bare spots. Turf will be pest-free. Shall be maintained in accordance with Turf Maintenance Section, Irrigation and Disease and Pest Control Section Standards

1.2. Turf Maintenance

1.2.1. Mowing- Maintained Turf Height 2.5-3 inches

1.2.2. Edging- Complete site edging of tree wells, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc., shall be performed to ensure that the site looks groomed and neat at all times.

1.2.3. Aeration - As needed to maintain standard. Minimum of two times per year.

1.2.4. Weeds - Turf will be weed free.

1.2.5. Reseeding or Sod Replacement - Reseeding or sod replacement shall be done on an as needed basis to meet standards.

1.2.6. Fertilizer

1.2.6.1. Fertilizer shall be applied to turf as needed. Additional applications may be required to maintain standard based on soil conditions.

1.2.6.2. Fertilizer analysis will be determined based on plant needs.

2. IRRIGATION

2.1. General Standards

2.1.1. Irrigation systems shall be checked on a routine bases as directed by City's representative, meet standards and conform to the City's conservation efforts and all applicable ordinances, regulations, and laws. All systems will comply with State and local laws regarding prevention and protection of the public water system. All controllers that are on the central system shall be used to their fullest programming capability.

2.1.2. Irrigation preventative maintenance system checks shall be done as directed by City's representative. All zones will be checked for operation, and repairs made immediately. General inspections of turf and plant materials shall be done routinely for sign of stress or damage. Contractors must provide the City with a quarterly irrigation schedule for all controllers including verification that the controllers are fully functional. Repairs must be initiated within twenty-four (24) hours of discovery.

2.2. Water Usage & Scheduling

2.2.1. Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.

2.2.2. Water will be delivered primarily during non-use hours and not between 8:00 am and 5:00 pm.

2.2.3. Each station shall be adjusted to meet the needs of the specific area unless authorized by the City, as well as, adjusted due to weather conditions.

2.2.4. Supplemental day-time watering shall be performed as needed to maintain standard.

3. DISEASE AND PEST CONTROL

3.1. Turf, trees and landscaping shall be disease and pest free. Any signs of stress or damage to trees, turf or planting materials and/or safety concern shall be addressed using an Integrated Pest Management Approach. Contractor's work shall follow the City's Integrated Pest Management Program. (Exhibit H)

3.2. The use of herbicides containing glyphosate on City property is strictly prohibited.

4. SHRUBS, GROUND COVER AREAS

4.1. Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.

4.2. Shall be maintained in healthy, attractive condition that lends variety and interest to the landscape.

4.3. Bark mulch shall be placed around and between plants and maintained on an as needed basis.

4.4. Removal and Replacement - All failed or damaged plant materials shall be removed and replaced, after City inspection, within thirty (30) days of notice. Replacement plant material shall be the same size and species as the damaged or failed plants, if possible. The City shall approve replacement of plant materials not meeting these specifications.

4.5. Litter and Debris Removal - All areas shall be maintained free of trash and debris.

4.6. Weed Control - Plant beds shall be free of weeds. Beds shall be weeded

as needed to meet standard.

- 4.7. Trimming and pruning shrubs as needed to meet the intent of the landscape design and have a neat appearance. Shrubs shall maintain their natural growth shape.
- 4.8. Ground covers shall be edged as needed to keep plant growth from extending beyond curbs, onto sidewalks, buildings, and turf areas. Ground cover in medians shall not be allowed to extend beyond the curb or sidewalk.
- 4.9. Pruning shall occur three (3) times per year or as plant material growth dictates to meet standards.
- 4.10. All hedge and shrub heights along fences and walls will be maintained at the height of the fence line or at an approved height.

5. ROSE AND FLOWER BEDS

- 5.1. Shall be maintained in accordance with the standards listed in Shrubs, Ground Cover, and Mulch Areas.
- 5.2. Flowering plants shall be dead headed and trimmed on an ongoing basis so that wilted blossoms and other defects do not detract from the decorative nature of the plantings.
- 5.3. Irrigation timers shall be coordinated with scheduled use and maintained in compliance with irrigation standards.

6. TREES

- 6.1. General Standards
 - 6.1.1. Shall provide shade, wind breaks, sound attenuation, and otherwise enhance the park or landscape setting. Trees shall conform to the general shape and height of the species: significantly deformed specimens shall be removed after authorization.
 - 6.1.2. Weed Control - Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
 - 6.1.3. Trimming - Tree limbs shall be kept at a safe height for the users anticipated in the vicinity: Eight feet (8') for pedestrian clearance (including over turf areas) and fifteen feet (15') for vehicular street clearance.
 - 6.1.4. Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
 - 6.1.5. Staking - Young trees shall be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight. Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or removed.
- 6.2. Removal and Replacement - All damaged trees shall be removed and replaced, after authorization, and within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the tree cannot be matched, the City will determine an appropriate replacement species.
- 6.3. Reference Standards
 - 6.3.1. All tree maintenance to conform to ANSI A300 maintenance and ANSI Z133 safety standards. Documentation is readily available online or may be provided to contractor by City upon request.
 - 6.3.2. Contractor shall conform to any present or future City adopted

Tree Ordinance standards or modifications thereof.

7. HARDSCAPES AND PAVED SURFACES

- 7.1. Paved surfaces include areas topped with asphalt, concrete, brick and pavers, Pathways, parking lots, tennis courts and other paved areas shall be free of sand, decomposed gravel, dirt, debris, leaves and litter so at no time it detracts from the look or safety of the area.
- 7.2. All surfaces shall be weed free.
- 7.3. No standing water from irrigation shall be permitted on pathways.
- 7.4. Surfaces shall be cleaned of all spills, gum, paint, chalk, dirt & debris.
- 7.5. Graffiti shall be reported to the City's Customer Service Line at 831-768-3133 within 24 hours
- 7.6. City may prohibit blowing when or where it deems necessary.

8. UNPAVED WALKWAYS, OTHER UNPLANTED AREAS

- 8.1. Unpaved surfaces include designated paths and trails with porous surfacing.
- 8.2. All unpaved surfaces shall be free of weeds, debris, and litter so at no time it detracts from the look or safety of the area.
- 8.3. No standing water from irrigation shall be permitted on pathways.
- 8.4. Unpaved walkways shall be maintained in a safe, level, and smooth manner.
- 8.5. Blowers shall not be used on loose surfacing such as decomposed granite, gravel, or dirt areas. Blowers shall not be used in such a way that they create excess dust.

9. DEBRIS REMOVAL, TRASH & RECYCLE CONTAINER SERVICING

- 9.1. Landscape Debris
 - 9.1.1. Contractor shall remove all large debris, droppings, and trimmings from landscaped areas
 - 9.1.2. Small, organic plant material may be left within landscaped areas as weed abatement/IPM.
 - 9.1.3. Contractor shall remove all landscape debris, droppings, and trimmings from adjacent hardscapes and porous walkways.
- 9.2. Trash & Recycle Container Servicing
 - 9.2.1. Trash & recycling containers shall be emptied as needed when they are half full or more or have a foul odor at the time of service.
 - 9.2.2. Site shall be free of all litter after each landscape service.
 - 9.2.3. Dog bag stations shall be checked and serviced as needed.
 - 9.2.4. Hazardous debris or litter shall be removed immediately upon discovery.
 - 9.2.5. Contractor will receive keys and liners for trash receptacles and dog bag stations from City staff.

10. SITE FURNISHINGS (BENCHES, TABLES, TRASH CONTAINERS, FOUNTAINS, ETC.)

- 10.1. Site furnishings such as benches, tables, trash containers, drinking fountains, water features, etc. shall be inspected on a monthly basis for condition and defects.
- 10.2. Site furnishings shall be pressure washed and/or cleaned as needed to maintain in clean condition.

10.3. The City shall be notified of any vandalism, defects, and/or safety issues within twenty-four (24) hours of discovery.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

December 18, 2023, through December 31, 2026

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$223,058.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses: N/A

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

PARKS – SCHEDULE AND COMPENSATION							
GROUPS 1&2			Column A	Column A	Column B	Column C	Column D
G R O U P	SITE MAP IMAGE No.	DEPT	ADDRESS/ LOCATION	Landscape Maintance (Irrigation Excluded)	Irrigation Maint- enance	Annual Amount (Column A + B)	Bid Total (Three-Year Amount)
			AIRPORT BLVD.				
1	1	PK	Airport Blvd. Sidewalk Planters and Islands	\$1,209.00		\$1,209.00	\$3,627.00
1	2	PK	Airport Blvd. Sidewalk Planters and Islands	\$1,209.00		\$1,209.00	\$3,627.00
1	3	PK	Airport Blvd. Sidewalk Planters and Islands	\$4,836.00		\$4,836.00	\$14,508.00
1	3.A	PK	Airport Blvd. Medians and Road Strip Planters	\$4,836.00		\$4,836.00	\$14,508.00

1	3.B	PK	Airport Blvd. Medians and Road Strip Planters	\$4,836.00		\$4,836.00	\$14,508.00
1	4	PK	Airport Blvd. Sidewalk Planters	\$2,418.00		\$2,418.00	\$7,254.00
1	4.A	PK	Airport Blvd. Sidewalk Planters	\$2,418.00		\$2,418.00	\$7,254.00
			BRIDGE ST. MEDIANS				
1	5	PK	Bridge St. Medians, Island and Road Strip Planters	\$1,612.00	\$1,580.00	\$3,192.00	\$9,576.00
1	5.A	PK	Bridge St. Medians, Island and Road Strip Planters	\$1,612.00	\$1,580.00	\$3,192.00	\$9,576.00
1	6	PK	Bridge St. Medians, Island and Road Strip Planters	\$11,284.00	\$2,350.00	\$13,634.00	\$40,902.00
1	7	PK	Bridge St. Medians, Island and Road Strip Planters	\$11,284.00	\$2,350.00	\$13,634.00	\$40,902.00
1	8	PK	Bridge St. Medians, Island and Road Strip Planters	\$6,448.00	\$2,350.00	\$8,798.00	\$26,394.00
1	9	PK	Bridge St. Medians, Island and Road Strip Planters	\$3,224.00	\$2,350.00	\$5,574.00	\$16,722.00
1	10	PK	Bridge St. Medians, Island and Road Strip Planters	\$1,612.00	\$2,350.00	\$3,962.00	\$11,886.00
			MAIN ST. /DOWNTOWN				
1	33	PK	Main St. Downtown Sidewalk Planters and Islands	\$372.00		\$372.00	\$1,116.00
1	34	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00	\$2,350.00	\$2,536.00	\$7,608.00
1	35	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00		\$186.00	\$558.00

1	36	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00	\$2,350.00	\$2,536.00	\$7,608.00
1	37	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00	\$2,350.00	\$2,536.00	\$7,608.00
1	38	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00		\$186.00	\$558.00
1	39	PK	Main St. Downtown Sidewalk Planters and Islands	\$186.00		\$186.00	\$558.00

**OHLONE
PKWY.**

1	67	PK	Ohlone Pkwy. Medians, Island and Road Strip Planters	\$806.00		\$806.00	\$2,418.00
1	70	PK	Manabe Ow	\$9,672.00	\$1,260.00	\$10,932.00	\$32,796.00
1	71	PK	Manabe Ow	\$9,672.00	\$1,260.00	\$10,932.00	\$32,796.00
1	72	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
1	73	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
1	74	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
1	75	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
1	76	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
1	77	PK	Ohlone Pkwy Sidewalk Planters,	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00

			Medians and Islands				
1	79	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$2,418.00	\$1,260.00	\$3,678.00	\$11,034.00
1	80	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$806.00	\$1,260.00	\$2,066.00	\$6,198.00
1	81	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$3,224.00	\$1,260.00	\$4,484.00	\$13,452.00
1	82	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$806.00	\$1,260.00	\$2,066.00	\$6,198.00
1	83	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$2,418.00	\$1,260.00	\$3,678.00	\$11,034.00
1	84	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$806.00	\$1,260.00	\$2,066.00	\$6,198.00
1	85	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$4,836.00	\$1,260.00	\$6,096.00	\$18,288.00
1	86	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
2	87	PK	Lighthouse Dr. and Ohlone Pkwy. Roadside Strip	\$16,120.00	\$1,260.00	\$17,380.00	\$52,140.00
1	88	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$6,448.00	\$1,260.00	\$7,708.00	\$23,124.00
1	89	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$8,060.00	\$1,260.00	\$9,320.00	\$27,960.00
1	90	PK	Ohlone Pkwy Sidewalk Planters,	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00

			Medians and Islands				
1	91	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$4,836.00	\$1,260.00	\$6,096.00	\$18,288.00
1	92	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,612.00	\$1,260.00	\$2,872.00	\$8,616.00
			BAY BREEZE LLMAD				
1	93	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,064.00	Included	\$1,064.00	\$3,192.00
2	94	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$2,128.00	Included	\$2,128.00	\$6,384.00
2	95	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$2,128.00	Included	\$2,128.00	\$6,384.00
2	96	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$4,788.00	Included	\$4,788.00	\$14,364.00
2	97	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$3,192.00	Included	\$3,192.00	\$9,576.00
2	98	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,596.00	Included	\$1,596.00	\$4,788.00
2	99	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,596.00	Included	\$1,596.00	\$4,788.00
2	100	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,064.00	Included	\$1,064.00	\$3,192.00
2	101	PK	Ohlone Pkwy Sidewalk Planters,	\$1,064.00	Included	\$1,064.00	\$3,192.00

			Medians and Islands				
2	102	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,064.00	Included	\$1,064.00	\$3,192.00
2	103	PK	Ohlone Pkwy Sidewalk Planters, Medians and Islands	\$1,064.00	Included	\$1,064.00	\$3,192.00
2	117	PK	Ohlone Pkwy and Harkins Slough Pump Station Landscape	\$3,192.00	Included	\$3,192.00	\$9,576.00
2	104	PK	Gonzales Street Alleyway LLMAD	\$700.00		\$700.00	\$2,100.00
1	110	PK	Freedom Blvd. Island	\$1,116.00		\$1,116.00	\$3,348.00
2	111	PK	Freedom Blvd. Island	\$1,116.00		\$1,116.00	\$3,348.00
2	112	PK	Freedom Blvd. Island	\$744.00		\$744.00	\$2,232.00
Totals				\$173,378.00	\$49,680.00	\$223,058.00	\$669,174.00

FORM 1 – CONTINUED BID SCHEDULE ADDITIONAL WORK HOURLY RATES

2023 - 2026 Landscape Maintenance Services

Additional Work- All Locations	Hourly Rate
<u>Labor including work truck & tools</u>	
Laborer	\$ 78.00
Skilled Technician	\$ 127.00
Supervisor	\$ 80.00
Emergency/After Hour Response	\$ 150.00
Other (describe):	\$
Other (describe):	
Other (describe):	
<u>Equipment</u>	
Spray Equipment	\$ 25.00
Tractor with implements	\$ 35.00
Pressure Washer (parks furnishings)	\$ 25.00
Pressure Washer (graffiti removal)	\$ 25.00
Mower	\$ 30.00
Other (describe): String Trimmer	\$ 15.00
Other (describe):	
Other (describe):	
<u>Supplies</u>	
Materials mark-up over cost	10 %

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL