

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated April 23, 2018, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and NEW IMAGE LANDSCAPE COMPANY, party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | |
|---|--------------------------|
| (a) Specifications for Landscape Maintenance dated | <u>December 21, 2017</u> |
| (b) The accepted bid dated | <u>January 16, 2018</u> |
| (c) Instructions to bidders | <u>December 21, 2017</u> |
| (d) City of Fairfield Standard Specifications and details dated | <u>September 1, 2017</u> |
| (e) Performance Bond dated | <u>March 23, 2018</u> |
| (f) Labor and Materials Bond dated | <u>March 23, 2018</u> |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as (the "Contract Documents"). Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing April 2, 2018, the CITY will pay Contractor the Contract Sum plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract SumThe CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-one (21) month Maintenance Period, for the sums not to exceed as follows:

**LANDSCAPE MAINTENANCE OF CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Cordelia Community Park)	Month	21	\$4,300.00	\$90,300.00
2.	Landscape Maintenance (Ridgeview Park)	Month	21	\$1,450.00	\$30,450.00
3.	Landscape Maintenance (Vintage Green Valley Park)	Month	21	\$1,285.00	\$26,985.00
4.	Landscape Maintenance (Parkview)	Month	21	\$550.00	\$11,550.00
5.	Landscape Maintenance (Rialto Bike Trail)	Month	21	\$1,255.00	\$26,355.00
6.	Landscape Maintenance (Silvercreek Bike Trail)	Month	21	\$915.00	\$19,215.00
7.	Landscape Maintenance (Hillside Bike Trail)	Month	21	\$2,150.00	\$45,150.00
8.	Landscape Maintenance (American Canyon Bike Trail)	Month	21	\$2,200.00	\$46,200.00
9.	Landscape Maintenance (Tri-Valley Little League Complex)	Month	21	\$450.00	\$9,450.00
10.	Landscape Maintenance For Various Roadsides and Medians: (Oakbrook Drive shoulder & fence line, Silvercreek Road shoulder & median, Lopes Road shoulder & median, Red Top Road shoulder, median, & fence line, Gold Hill Road shoulder & median, Suisun Valley Road shoulder & median, Oakwood Drive shoulder and Snowberry Drive shoulder, Neitzel Road)	Month	21	\$2,100.00	\$44,100.00
TOTAL BID:					\$349,755.00

REQUIRED INFORMATION

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: _____

15% markup on parts and materials

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____

\$175/hour – first hour

\$150/hour – subsequent hours (2 hour minimum)

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the CITY:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the CITY.

6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date

when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this Agreement for a period of an additional twenty-four (24) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than four (4) extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the CONTRACTOR and the CITY prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates

required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTORS shall not commence work under this Agreement or permit his subcontractor to commence work thereunder until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a) Workers' Compensation Insurance. CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b) Liability Insurance. Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the CITY; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. Termination of Contract by the City.
The CITY reserves the right to terminate the contract for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by register mail. Notice of termination will be followed after the tenth (10th) day. The contractor will be required to remove all materials and personal property belonging to the contractor with the ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as follows:

Russell Takenaka
New Image Landscape company
3250 Darby Common
Fremont, CA 94539

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

(a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.

(b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to address as stated above.

(c) This writing contains a full, final, and exclusive statement of the Agreement of the parties.

(d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

CITY OF FAIRFIELD

By: [Signature]
City Clerk

By: [Signature]
City Manager JBT

NEW IMAGE LANDSCAPE COMPANY

By: [Signature]

Title: VP/Genl



CITY OF FAIRFIELD

STATE OF CALIFORNIA

April 2, 2018

CONTRACT DOCUMENTS

FOR THE

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

Mayor:

Harry T. Price

Members:

Chuck Timm

Pam Bertani

Catherine Moy

Rick Vaccaro

City Manager:

David A. White

Director of Public Works:

Julie B. Lucido



**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

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CITY OF FAIRFIELD

STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

1. NOTICE IS GIVEN that the City of Fairfield will receive bids for the furnishing of all labor, equipment, materials, incidentals, transportation and services necessary for the maintenance of:

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

General Work Description:

The project involves the maintenance of the landscape at the following City of Fairfield parks, linear trails and roadsides:

**LANDSCAPE MAINTENANCE OF CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

Landscape Maintenance consists of, but is not limited to, furnishing all labor, materials, equipment and other services necessary for the complete maintenance of all the landscape areas, playgrounds, hardscapes, skate park, dog parks, open space, tennis courts, restroom grounds, water features, ponds and irrigation in areas as described in these special provisions, and as directed by the City Engineer.

2. Each bid must be in accordance with the provisions of the contract documents now on file with the City Engineer, City of Fairfield, Fairfield, California, which contract documents are incorporated herein by reference and made a part hereof. Contract documents may be obtained by payment of \$15 per set (non-refundable) or \$20 if mailed from said office. CDs available for \$7. The City shall not be held responsible for documents lost in the mail or late mail delivery.
3. Bid Guaranty and Bonding Requirements are as follows: (a) a bid guarantee in the amount of 10% of the bid price must be submitted with bid proposal, (b) the successful bidder shall furnish a payment bond and a performance bond in the amount of 100% of total bid price.
4. Proof of compliance with the insurance requirements (including certificates of insurance and additional insured endorsements) shall be provided by the successful contractor. Coverage shall be for the following amounts: (a) General Liability - \$3,000,000, (b) Automobile Liability - \$1,000,000, and (c) Worker's Compensation - \$1,000,000.

5. For information concerning the proposed work, contact

Thomas Martian
City of Fairfield, Public Works Department
1000 Webster Street
Fairfield, CA 94533
(707) 428-7478

6. There will be a **mandatory** pre-bid orientation meeting **January 10, 2018 at 10 am**. All bidders are encouraged to visit all sites. Contact Mike Gray to confirm attendance and meeting location (707) 428-7404.
7. Bids will be received until **2:00 pm on January 16, 2018** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. Phones are not available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.
8. All public works projects are subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR). No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)). Furthermore, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
9. The tentative schedule for this project is as follows.

Date	Event
December 21, 2017	Advertise For Bids
January 10, 2018	Mandatory Pre-Bid Orientation Meeting; 10 am
January 12, 2018	Deadline for bid questions; 10 am
January 16, 2018	Open Bids; 2 pm
March 6, 2018	City Council Award
February 21, 2018	Pre-Construction Meeting
April 2, 2018	Issue Notice To Proceed/ Begin Maintenance

CITY OF FAIRFIELD

/s/Julie B. Lucido

City Engineer/Assistant Director of Public Works

Date: December 21, 2017

CITY OF FAIRFIELD

STATE OF CALIFORNIA

INSTRUCTIONS TO BIDDERS

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

1. Receipt of Bids

The City Engineer of the City of Fairfield, California will receive at his office at the City Hall, sealed proposals on or before **2:00 p.m. on the January 16, 2018.**

2. Preparation of Bids

- a. Bids shall be submitted on the forms provided by the City Engineer and shall give the prices proposed in figures and must be signed by the bidder or his authorized representative. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state of incorporation and the names, titles, and business addresses of the president, secretary, and treasurer.
- b. Bidders must quote on all items appearing on the bid form. Failure to do so may disqualify the bid.
- c. Alternative bids will not be considered unless specifically called for.

3. Bidder's Guaranty

- a. All bids for the maintenance work shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Fairfield; (c) a certified check made payable to the City of Fairfield; or (d) a bidder's bond executed by an admitted surety insurer, made payable to the City of Fairfield. Failure to submit said security shall be cause for rejection of bid. The amount so posted shall be forfeited to this City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to the bidder, enter into the contract with the City for the work.
- b. The above mentioned bond shall be given as a guaranty that the bidder will enter into a contract if awarded the work, and will be declared forfeited if the successful bidder refuses to enter into said contract or to furnish the necessary bonds after being requested to do so by the City Council, City of Fairfield, California.

- c. The prime Contractor shall be duly licensed, **Class-27 Landscaping** in accordance with provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. The City of Fairfield will consider a submittal from a bidder who is not licensed in accordance with this paragraph if the bidder provides evidence to the satisfaction of the Director of Public Works that the bidder's license qualifies the bidder under the regulations of the State Contractors License Board to perform the required work.
- d. Attention is directed to Sections 4100, 4108, 4110 and 4111 of the Government Code concerning subcontractors.

4. Return of Bidder's Guaranty

Within fifteen (15) days after the award of the contract, the City Engineer will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

5. Contract Bonds

The Contractor shall furnish two good and sufficient bonds in compliance with applicable federal and state laws. One of the bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other bond shall be a payment (labor and material) bond in the amount of one hundred percent (100%) of the contract price. Each respective bond shall be in the form set forth in the Landscape Maintenance Agreement section.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds.

6. Labor and Wage Code Guidelines

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.
- b. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/PWD/index.html> – select the appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provisions of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

7. Rejection of Bids

- a. Proposals may be rejected if they show any alterations of form, incomplete bid, erasures, additions not called for, or irregularities of any kind.
- b. The City of Fairfield reserves the right to reject any and all proposals.

8. Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written or telegraphic request of the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid subsequent to the bid opening. Unless otherwise required by law, no bidder may withdraw his bid for a period of sixty-five (65) days after the date set for the opening thereof.

9. Opening of Bids

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representatives.

10. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternative bids are called for. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

11. Award of Contract

The award of the contract, if it be awarded, will be made within sixty-five **(65)** days after the opening of the proposals. A minor irregularity or clerical error may be waived and the contract awarded, provided the minor irregularity or clerical error is insubstantial and does not materially affect the bidder's proposal.

12. Insurance Requirements and Indemnities

Contractor shall provide proof of compliance with the insurance requirements specified in Sections 8.7 of the General Provisions of the City of Fairfield Standard Specification and Details by furnishing concurrent with the execution of the contract: (1) a certificate of insurance providing that no cancellation, major change in coverage, expiration or nonrenewal shall be made during the term of this agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, change in coverage, expiration or nonrenewal; (2) a City standard endorsement form for insurance coverage (attached hereto), naming the City of Fairfield, its officers, employees, agents and volunteers as additional insureds.

Contractor has read and understands the indemnity requirements specified in Section 8.8 of the General Provisions of the City of Fairfield Standard Specification and Details.

13. Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds and certificate and City standard form endorsement of insurance, within fifteen (15) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds and certificate and endorsement of insurance as provided herein within fifteen (15) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

14. Examination of Plans, Specifications, Special Provisions, and Site of Work

The bidder is required to examine carefully the site of and the proposal, plans, specifications, and contract forms for, the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

15. Addenda and Job Clarification

Should a bidder find discrepancies in, or omissions from, the Drawings and Specifications, or should he be in doubt as to their meaning, he shall at once notify the City, and should it be found necessary, a written addendum or clarification will be mailed to all bidders. It shall remain, however, the responsibility of all bidders to make inquiry as to addenda and clarifications issued, as all addenda and clarifications become a part of the Contract and all bidders shall be bound thereby, whether received by them or not. City will NOT be responsible for any oral instructions or interpretations.

Written request for clarifications from Drawing and Specifications shall be submitted to the City using the attached bid question sheet prior to **10:00 am on January 12, 2018** and should it be found necessary, a written addendum or clarification will be mailed to all bidders. Therefore, no written addendum or verbal clarification will be issued if written request is submitted after the aforementioned time and date.

16. Payment of Withheld Funds

Upon the Contractor's request, the City will make payment of funds withheld from the progress payments pursuant to the requirements of Public Contracts Code Section 22300 if the Contractor deposits in escrow with the Director of Finance, or with a bank acceptable to the City, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a. The Contractor shall bear the expense of the City and the escrow agent, either the Director of Finance or the bank, in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c. The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing inter alia:
 - (1) the amount of securities to be deposited,
 - (2) the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (3) conversion to cash to provide funds to meet defaults by Contractor including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
 - (4) decrease in value of securities on deposit,
 - (5) the termination of the escrow upon completion of the contract.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

17. Prohibited Interests

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

18. Local Employment Policy

The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

19. Start of Contract Time (SCT)

The Contractor shall note that the contract time (working days) shall start as required in the contract documents, following the issuance of the written notice of award. The start of contract time initiates the clock for counting working days and does not imply the ability to begin the work. A written Notice to Proceed (NTP) letter allows the Contractor to begin work. The NTP will be issued after the Contractor completes the following:

- a. Fully execute and return the contract and bonds
- b. Complete all insurance requirements
- c. Prepare and submit documents for the pre-construction meeting in the time allowed
- d. Attend the pre-construction meeting

The Contractor's failure to complete the tasks necessary to be issued a NTP letter will not delay the start of contract time. Contract time will start as noted above regardless of when the NTP is issued. The Contractor is encouraged to be diligent in returning required documents so that the NTP is issued coincident, or prior to the start of contract time.

20. Bid Protests

Any protest of the award of a bid to the apparent lowest responsive and responsible bidder or other bidders must be submitted in writing to the City within five (5) business days of the deadline for receipt of bids. Any protest submitted thereafter is untimely.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party, or be submitted on company letterhead. The party filing the protest must concurrently transmit a copy of the protest to the bidder deemed to be the apparent low bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a bid protest. A party should not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing of a challenge of the award pursuant to California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

21. Subcontractors

The bidder shall list all subcontractors, including name, address, subcontractor license California State License Board (CSLB) number, and portion of the work to be performed, with their bid. The bidder shall submit the percentage of the total contract each subcontractor will perform either with the bid or within 24 hours of the deadline for receipt of bids.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Clear Save

DATE (MM/DD/YYYY)

PRODUCER NAME OF AGENT	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CONTRACTOR OR DEVELOPER	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
DISEASE - POLICY LIMIT	\$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**ADDITIONAL INSURED MUST BE LISTED ON SEPARATE ENDORSEMENT FORM.
ENDORSEMENT FORMS ARE REQUIRED FOR GENERAL LIABILITY AND AUTOMOBILE LIABILITY.**

CERTIFICATE HOLDER

CITY OF FAIRFIELD
 PUBLIC WORKS DEPARTMENT
 1000 WEBSTER STREET, 3RD FLOOR
 FAIRFIELD, CA 94533

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective on this _____, 20____
policy number _____, issued to _____ for the

ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE NAMED AS ADDITIONAL INSURED.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF FAIRFIELD MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF FAIRFIELD IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

CITY OF FAIRFIELD
c/o PUBLIC WORKS DEPARTMENT
CITY HALL
1000 WEBSTER STREET
FAIRFIELD, CA 94533

THIS PARAGRAPH SUPERCEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

SEVERABILITY OF INTEREST

THIS INSURANCE SHALL ACT FOR EACH INSURED AND ADDITIONAL INSURED AS THOUGH A SEPARATE POLICY HAD BEEN WRITTEN FOR EACH. THIS, HOWEVER, WILL NOT ACT TO INCREASE THE LIMIT OF LIABILITY OF THE INSURING COMPANY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.

Authorized Insurance Representative

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty-one (21) months** from the date of the Notice to Proceed (anticipated to be April 2, 2018).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

After the bid opening the lowest bidder must submit a schedule of value for all lump sum items within ten days.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Cordelia Community Park)	Month	21		
2.	Landscape Maintenance (Ridgeview Park)	Month	21		
3.	Landscape Maintenance (Vintage Green Valley Park)	Month	21		
4.	Landscape Maintenance (Parkview)	Month	21		
5.	Landscape Maintenance (Rialto Bike Trail)	Month	21		
6.	Landscape Maintenance (Silvercreek Bike Trail)	Month	21		
7.	Landscape Maintenance Hillside Bike Trail	Month	21		
8.	Landscape Maintenance (American Canyon Bike Trail)	Month	21		
9.	Landscape Maintenance (Tri-Valley Little League Complex)	Month	21		
10.	Landscape Maintenance For Various Roadsides and Medians: (Oakbrook Drive shoulder & fence line, Silvercreek Road shoulder & median, Lopes Road shoulder & median, Red Top Road shoulder, median, fence line, Gold Hill Road shoulder & median, Suisun Valley Road shoulder & median, Oakwood Drive shoulder, Snowberry Drive shoulder & Neitzel Road)	Month	21		
TOTAL BID:					

Note: Contractor will submit a Schedule of Value to support their lump sum bid within ten days after bid opening. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: _____.

_____.

_____.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

_____.

_____.

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: _____
Address: _____
Contract Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

2. Account Name: _____
Address: _____
Contract Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

3. Account Name: _____
Address: _____
Contract Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

Note: Failure to comply with this section and background check can be grounds for rejection of bid.

PROPOSAL QUESTIONNAIRE*

Contractor will be **disqualified** if the questions are not answered. Use additional sheets of paper to answer any of the questions.

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

2. Describe the type(s) of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested?

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance?

5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

6. Describe on a separate sheet of paper your firm's work plan for **each** of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech, and any specifics per the City's specification. Failure for the contractor to have proper manpower and resources will disqualify the bidder. The Landscape Maintenance Manager (LMM) has ultimate say, if proper resources are available by the contractor to meet the expectations of the contract by reviewing your work plans before the contract is awarded. In all cases, if the LMM determines that the contractor has not met the requirements, the contractor **will not** be awarded the contract or after the contract is awarded the contractor can be placed in **default**. It is the utmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

* Attach additional pages if needed

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8.6 of the General Provisions of the City of Fairfield Standard Specification and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, location of the business and the CSLB license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the landscape maintenance work of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Sub Contr. CSLB Lic. Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. _____ _____	_____	_____	_____
2. _____ _____	_____	_____	_____
3. _____ _____	_____	_____	_____
4. _____ _____	_____	_____	_____
5. _____ _____	_____	_____	_____
6. _____ _____	_____	_____	_____

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date) at _____ (city), _____(state).

(Date)

(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

Name of Firm

Business Address

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class: _____

b. Number: _____

c. Expiration Date: _____

d. FEI Number: _____

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

WHEREAS _____

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Contractor”

“Surety”

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated _____, 20__, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and _____, party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | |
|---|--------------------------|
| (a) Specifications for Landscape Maintenance dated | <u>December 21, 2017</u> |
| (b) The accepted bid dated | <u>January 16, 2018</u> |
| (c) Instructions to bidders | <u>December 21, 2018</u> |
| (d) City of Fairfield Standard Specifications and details dated | <u>September 1, 2017</u> |
| (e) Performance Bond dated | _____ |
| (f) Labor and Materials Bond dated | _____ |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as (the "Contract Documents"). Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing April 2, 2018, the CITY will pay Contractor the Contract Sum plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-one (21) month Maintenance Period, for the sums not to exceed as follows:

**LANDSCAPE MAINTENANCE OF CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Cordelia Community Park)	Month	21		
2.	Landscape Maintenance (Ridgeview Park)	Month	21		
3.	Landscape Maintenance (Vintage Green Valley Park)	Month	21		
4.	Landscape Maintenance (Parkview)	Month	21		
5.	Landscape Maintenance (Rialto Bike Trail)	Month	21		
6.	Landscape Maintenance (Silvercreek Bike Trail)	Month	21		
7.	Landscape Maintenance (Hillside Bike Trail)	Month	21		
8.	Landscape Maintenance (American Canyon Bike Trail)	Month	21		
9.	Landscape Maintenance (Tri-Valley Little League Complex)	Month	21		
10.	Landscape Maintenance For Various Roadsides and Medians: (Oakbrook Drive shoulder & fence line, Silvercreek Road shoulder & median, Lopes Road shoulder & median, Red Top Road shoulder, median, & fence line, Gold Hill Road shoulder & median, Suisun Valley Road shoulder & median, Oakwood Drive shoulder and Snowberry Drive shoulder, Neitzel Road)	Month	21		
TOTAL BID:					

Note: Contractor will submit a Schedule of Value to support their lump sum bid within ten days after bid opening. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: _____.

_____.

_____.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

_____.

_____.

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the CITY:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the CITY.

6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph.

CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for extension of this Agreement for a period of an additional twenty-four (24) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than four (4) extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the CONTRACTOR and the CITY prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not

relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTORS shall not commence work under this Agreement or permit his subcontractor to commence work thereunder until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a) Workers' Compensation Insurance. CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b) Liability Insurance. Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the CITY; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. Termination of Contract by the City.
The CITY reserves the right to terminate the contract for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by register mail. Notice of termination will be followed after the tenth (10th) day. The contractor will be required to remove all materials and personal property belonging to the contractor within the ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as follows:

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Agreement of the parties.
- (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST: CITY OF FAIRFIELD

By: _____
City Clerk

By: _____
City Manager

CONTRACTOR

By: _____

Title: _____

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

Please complete the following: (To be completed by the department)

Department/Division: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

Box 1

NAME AND ADDRESS	
FULL NAME	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	<i>Name is box 1 must match SSN</i>
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input type="checkbox"/>	CORPORATION	TIN	
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Fairfield ("City") has awarded to _____

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Fairfield ("City") has awarded to _____

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s) : _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

SPECIAL PROVISIONS

1) BUSINESS LICENSE

The Contractor shall possess a valid City of Fairfield Business License.

2) CONTRACT PERIOD

The contract period shall be a twenty-one (21) month term commencing **April 2, 2018**. This contract may be extended for four (4) additional two-year terms upon written consent of the contractual parties. There will be no more than four (4) two-year contract extensions.

3) CONTRACTOR ORIENTATION

The City will conduct a **MANDATORY** contractor orientation after award and prior to start up of the contract. The City may require that all employees that will be assigned to work on the contract shall attend the orientation. Failure to attend will result in contract termination.

4) SCOPE OF WORK

GENERAL: The Contractor shall furnish all labor, materials, equipment and other services necessary for the complete maintenance of all the landscaped areas and irrigation in areas as described herein. Landscape areas are defined as all lawn areas, trees, shrubs, header boards, decomposed granite pathways, concrete sidewalks, curbs and gutters, V-ditches, retaining walls, mowing strips, barked areas, ground cover, flower beds, water features, signs, lights and paved areas as presently exist. Installation of new landscaping in areas not currently meeting the above definition will be negotiated as separate items and as such are not included in this agreement.

- A) Contractor shall be responsible for all irrigation beyond the water meter. This will include, but not be limited to all backflow prevention devices less than 4-inches in size, irrigation piping, wire, controllers, remote control valves, quick coupler valves, sprinkler heads, bubblers and any other delivery of irrigation water to landscape areas.
- B) In order to receive full consideration, bids must fully follow these special provisions and the Invitation for Bids general considerations.

5) **CONTROL, SUPERVISION AND APPROVAL AUTHORITY**

For purposes of this document the title of Landscape Maintenance Manager (hereinafter referred to as "LMM") or the LMM's representative will be used. Unless otherwise provided by specific provisions of this agreement, contractor operations and activities related and provided for in this agreement will be under the control and supervision of the LMM or the LMM's representative. The LMM will exercise control and supervision on behalf of the City as designated in this agreement.

6) **DISPOSAL OF MATERIALS**

All material not specifically designated for reuse, salvage, stockpiling or disposal at the work site shall become the property of the Contractor and shall be suitably disposed of off the work site in accordance with all applicable laws, ordinances, rules and regulations.

7) **AREAS FOR CONTRACTOR'S USE**

The Contractor's attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the State Standard Specifications.

The existing travel lanes and street right of way shall be used only for purposes that are necessary to perform the required work. Storage or stockpile of materials within the existing travel lanes and street right of way during non-working hours is not permitted.

Use of the Contractor's work areas, storage areas or parking areas shall be at the Contractor's own risk and the security of these areas shall be the sole responsibility of the Contractor. The City shall not be liable for any damage to or loss of materials or equipment.

8) **WEEKLY WORK SCHEDULES**

The Contractor shall submit a proposed schedule for the following week's work to the LMM no later than 5 PM on Friday of the prior week. Contractor shall submit an **annual** schedule for LMM with the seasonal performance schedule.

9) **QUALIFICATIONS OF EMPLOYEES**

The City of Fairfield may require dismissal from the work those employees whom the City deems incompetent, careless or otherwise objectionable to the public interest. The Contractor shall fill out at the commencement of the contract a complete list of all employees assigned to perform the contract work. **All of the Contractor's employees shall carry proper visible identification on their person at all times.** This identification shall be a shirt, jacket or vest with the company name or logo and the employee's name. Contractor shall notify the

LMM at each service location or his/her representative immediately in writing of changes in contract personnel by submitting name and address of employee and effective date of employment or termination. Background security checks may be made by the Fairfield Police Department at the City's expense if deemed necessary. When, in the opinion of the City, an employee does not constitute a satisfactory security risk, his /her employment on the contract will be denied.

10) NON-INTERFERENCE WITH FACILITY OPERATIONS

- A) The Contractor will perform all necessary work as provided for in this agreement so as not to interfere with the normal operation or activity of the facilities by City Staff.
- B) If the Contractor finds that in order to perform any required work it is necessary to block or restrict access to an area, driveway or road, the Contractor must inform the LMM at least 48 hours in advance to permit any necessary coordination with City Staff.
- C) The Contractor shall make himself aware of holidays and other work routines within the facilities and conduct his/her work in such a manner as to cause no interference with the execution of City business.

11) LANDSCAPE MAINTENANCE HOURS

All work shall be performed between the hours of 7:00 am and 5:00 pm Monday through Friday, excepting holidays observed by the City. The Contractor may request to work specific holidays or extended hours through the LMM.

12) MINIMUM REQUIREMENTS

- A) Workmanship, Quality and Appearance Level
 - i) It is the intention of the City to require a reasonable level of quality in landscape maintenance compatible with standard practice. The Contractor is expected to maintain or improve upon the present quality level of the landscaped areas.
 - ii) The Contractor shall ensure that all work under this agreement is continually supervised by Contractor-employed supervisory personnel who can converse in English, who are technically qualified and possess a level of management skills required to implement modern methods and newly developed horticulture procedures.
 - iii) The Contractor shall ensure that fully qualified, experienced personnel, directly employed by the Contractor, perform all work under this agreement.

- iv) The Contractor shall be responsible for the skills, methods, appearance and actions of Contractor's employees and for all the work done.
- v) The Contractor shall perform the work provided for in this agreement under direction of the LMM. LMM or said LMM's designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the LMM to enable said LMM to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.

B) Replacement Materials

- i) The Contractor shall replace in kind at Contractor's own expense, any lawn, ground cover, trees, shrubs or irrigation system components requiring replacement through normal attrition, infestation or negligence resulting from Contractor failing to provide maintenance in accordance with the special provisions of this agreement. The City must approve all substitutions in writing. Replacement shall be made within fifteen (15) days from the date the defective plant or item is brought to the attention of the Contractor.
- ii) All vandalism costs shall be included in the Contractor's base bid price per maintenance site unless an individual item exceeds \$500 in value before markup. Extra work pertaining to individual items that exceed \$500 in value before markup must be approved by the LMM prior to beginning the work. For the purposes of this requirement, "individual item" will mean the total quantity of one of any item. Vandalism to multiple items of similar construction, manufacturer, use, etc. will not be considered an individual item.

C) Contractor Availability and Emergency Response

- i) The Contractor shall be readily available by telephone during work hours (7:00 am to 5:00 pm).
- ii) The Contractor shall provide the LMM with a list of emergency telephone numbers where he/she can be reached on a 24-hour basis, on weekends and on holidays. Contact number(s) must be submitted in writing to the City before the date of the Notice to Proceed. Emergency contact number cannot be an answering machine. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work. Response time, to any site shall not be more than sixty (60) minutes.

D) Underground Service Alerts

- i) Excavation sites shall be marked in accordance with Underground Service Alert (USA) guidelines.
- ii) City staff will be responsible for calling in Underground Service Alerts and marking City utility lines. Markings for private utility lines will be made by others.
- iii) The Contractor will notify the LMM prior to any excavation. The contractor will give at least two (2) days advance notice of excavations whenever possible to allow time for USA markings.

13) WORK BY CITY OR BY SEPARATE CONTRACTORS

- A) The City reserves the right to do work on the project with the City's own forces and/or to award separate contracts concerning other portions of the work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

14) REPORTING REQUIREMENTS

A) Monthly Maintenance Report

- i) A monthly maintenance report shall be submitted with the monthly billing for each site in the contract. The Contractor shall provide, as a condition for payment, the following information on the monthly maintenance report:
 - (a) Location of maintenance work by site name, street address or an approved identifying set of landmarks.
 - (b) Description of maintenance tasks by site to include mowing, litter pickup, emptying of trash cans, irrigation checks and repairs, fertilizer application, pesticide application and graffiti removal.
 - (c) Report of all materials repaired or replaced as a result of vandalism.

B) Pesticide Use Report

- i) The Contractor shall submit a Monthly Summary Pesticide Use Report to the Solano County Agricultural Commissioner's Office no later than the 10th of each month detailing the prior month's pesticide applications in accordance with California State law.

- ii) The Contractor shall furnish the LMM with a copy of the Monthly Summary Pesticide Use Report and a second site-specific pesticide report to be submitted along with the prior month's invoices.

15) WORK NOT INCLUDED

- A) The Contractor shall not be responsible for structural maintenance, repair or replacement of the following:
 - i) Parking areas , driveways, roads, buildings, walks and related structures except in instances of damage to these by negligent actions on the part of the Contractor in which case the Contractor will be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the City.
- B) The City will provide all utility services related to or required for the performance of this agreement.

16) MATERIALS

- A) The Contractor shall submit a list of proposed materials for use on this contract to include Material Safety Data Sheets (MSDS) for each material. Said list shall be submitted and approved before the use of any product pursuant to this agreement. Changes in proposed materials shall similarly be submitted for prior approval before use.

17) TAXES AND FEES

The Contractor shall pay all sales, consumer, use and other similar taxes and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work as a part of the contract price paid for the work.

18) LAWS AND ORDINANCES

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work, and shall promptly notify the City if the contract documents are at variance therewith.

19) REFUSE AND DEBRIS DISPOSAL

Contractor shall be responsible for removal and disposal of all refuse and debris created during work on the properties on a daily basis. Under no circumstances shall debris be left on the site overnight. No dirt from construction or repairs shall be left in the gutters or blocking sidewalks after work hours at any time

20) WORK BY CITY OR BY SEPARATE CONTRACTORS

The City reserves the right to do work on the project with the City's own forces and/or to award separate contracts concerning other portions of the work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

21) PERFORMANCE OF WORK

The work shall be conducted in a manner which will not interfere with pedestrian traffic by forcing pedestrians off of the sidewalk and into the street. Such work shall not block vehicular traffic on adjacent streets and any equipment or vehicles in the streets shall be properly coned off and flagged as required by the City.

22) PROTECTION OF PERSONS OR PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs concerning the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the worksite and other persons who may be affected thereby, (2) all work, materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of the persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone for whose acts any of them may be liable.

23) CORRECTIONS OF WORK

The Contractor shall promptly correct any work rejected by the City as defective or as failing to conform to the contract documents. The Contractor shall be expected to perform maintenance of the landscape sites, as specified, without notice or instructions from the City. However, in case of negligence on the part of the Contractor in performing specified work on the contract, the City shall notify the Contractor, in writing to perform the specified maintenance. Failure to respond to said written notice and to perform said specified maintenance within five (5) working days or within one (1) working day for irrigation problems after receipt of said written notice will result in the City causing the maintenance or irrigation work to be done and deducting the cost thereof from the next monthly payment due the Contractor. These provisions apply to work done by Subcontractors as well as to work done by direct employees of the Contractor.

24) TRAFFIC CONTROL, FLAGMEN AND WARNING SIGNS

- A) The Contractor is responsible for all traffic control required as a result of this contract. A traffic control plan shall be submitted to and approved by the LMM prior to performing any work requiring traffic control.
- B) In order to expedite the passage of public traffic through or around the work and where ordered by the LMM, the Contractor shall install signs, lights, flares, barricades and /or other facilities for the sole convenience and direction of public traffic. Also where directed by the LMM, the Contractor shall furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work
- C) All signs, flagmen and traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices compiled in accordance with Section 21400 of the Vehicle Code of the State of California and issued by the State of California Department of Transportation.
- D) Work shall not commence at any given location until warning signs, appropriate traffic control devices and flagmen, if required, are in proper position and approved by the LMM. Should the LMM point out the inadequacy of warning and protective measures, such action on the part of the LMM shall not relieve the Contractor from responsibility for public safety, or abrogate his obligation to erect and maintain these devices.
- E) The Contractor will ensure that his employees wear high visibility safety apparel in compliance with the most recent ANSI and Cal OSHA regulations when they are exposed to the hazards of vehicle traffic.
- F) The Contractor's failure to comply with the above requirements will be sufficient cause for the LMM to immediately suspend work at the job site.

25) INSPECTIONS

- A) The LMM will require the Contractor or his/her local authorized representative to ride along on site inspections. A punch list will be provided by the LMM corresponding to the inspection results.
 - i) The Contractor shall arrange for the Contractor's representative to accompany the LMM on the inspection tour of the landscape areas at least once each month. The LMM will determine if more frequent inspections are necessary.

- ii) The LMM will during his/her inspection tours identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor.
 - iii) The Contractor shall correct such identified unsatisfactory work or inadequate performance within ten (10) working days.
 - iv) Re-inspection at completion of rework is mandatory and if the maintenance is still unsatisfactory it will result in a seventy-five dollar (\$75) charge to the Contractor from the City and deducted from the current month's billing. Each subsequent re-inspection will result in a similar charge in the same amount until the areas have been brought up to standard. The LMM has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City.
- B) Three months before the conclusion of this landscape maintenance contract the following inspections shall take place.
- i) (90 days) – Irrigation main line inspection for ruptures or leakage. No visible leaks shall be accepted.
 - ii) (60 days) – Automatic controller, valve control and sprinkler coverage efficiency test. Note: Main line must be accepted before efficiency test is performed.

26) PREVAILING WAGE

- A) The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the City of Fairfield, Twenty-Five dollars (\$25) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker that was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- B) The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. Copies of the prevailing rate of per diem wages are on file at the 3rd floor of Fairfield City Hall, 1000 Webster St, Fairfield, CA 94533.

- C) Certified payrolls shall be submitted on a monthly basis with invoices for the previous month's works. Failure to submit certified payrolls in a timely manner will result in the retention of ten percent (10%) of the payment.

27) PAYMENTS AND DEFAULTS

A) Payments

- i) Payment for work done shall be done on a monthly basis for the previous month's work. The Contractor shall submit invoices for one-twelfth (1/12) of the yearly contract amount, plus a separate invoice for any approved extra work completed during that month.
- ii) All required paperwork and reports shall accompany the monthly billing.
- iii) Payment may be withheld and invoices returned to the Contractor for failure to submit to the City any of the following documents required:
 - (a) Monthly Maintenance Report
 - (b) Site-specific Pesticide Use Report
 - (c) Certified Payroll for the previous month's payroll
- iv) Payment may be withheld and invoices returned for noncompliance with the Schedule of Landscape Maintenance Services.
- v) The City will make payment within thirty (30) days from the date the invoice is received by the City. If the maintenance work is deemed unsatisfactory by the LMM the City will notify the Contractor within ten (10) days of the date that the City receives the bill and the bill will be returned to the Contractor. The Contractor may re-submit the bill when the corrective work is completed to the satisfaction of the LMM and the thirty (30) day payment cycle will start from the date the bill is resubmitted and received by the City.
- vi) The thirty (30) day payment cycle begins no sooner than the first day of the month for the prior month's billing.
- vii) If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet standards and is deemed unsatisfactory to the LMM, the City may implement default procedures.

B) Defaults

i) Temporary Default

Contractor agrees that in the event Contractor fails to perform any of the duties set forth in the above specifications the City may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally or by certified mail, return receipt requested, upon Contractor at least fourteen (14) days in advance of the date when the City intends to enter the area for the purposes stated in this paragraph. Contractor may void the notice and the City's right to enter and perform the maintenance by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then contractor shall contact the Director of Public Works to obtain such additional time as is necessary. If additional time is obtained, Contractor shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Director of Public Works. If Contractor fails to perform the required duties within the time period(s) specified by this paragraph the City may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The City may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to the Contractor.

ii) Continuing Default

Contractor agrees that in the event Contractor should default in the performance of the duties specified in these specifications herein for a continuous period of fourteen (14) days from Notice thereof to Contractor by the City and no additional time to cure such default has been given Contractor by the City, the City may elect to terminate this Agreement by serving written notice to Contractor of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the City at the District's sole cost.

28) **CONTRACT DISPUTE RESOLUTION PROCESS**

In accordance with Public Contract Code Section 9204, this section shall apply to any claim by a Contractor in connection with the Project.

For purposes of this section:

- a) "Claim" means a separate demand by a Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- b) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City Engineer under a contract for the Project.
- c) Payment by City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for the Project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- d) Payment of an amount that is disputed by the City Engineer.

Upon receipt of a claim pursuant to this section, the City Engineer to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City Engineer and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim.

If the City Engineer needs approval from City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City Engineer shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City Engineer issues its written statement.

If the Contractor disputes the City Engineer's written response, or if the City Engineer fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City Engineer shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City Engineer shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City Engineer issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding

mediation, with the City Engineer and the Contractor sharing the associated costs equally. The City Engineer and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City Engineer and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

This section does not preclude a City Engineer from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by the City Engineer to respond to a claim from a Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City Engineer's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City Engineer because privity of contract does not exist, the Contractor may present to the City Engineer a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City Engineer shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City Engineer and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a City Engineer may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a City Engineer that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

**LANDSCAPE MAINTENANCE OF THE CORDELIA COMMUNITY PARK,
CORDELIA PARKS, LINEAR TRAILS AND ROADSIDES**

TECHNICAL PROVISIONS

LOCATION AND DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED

The City desires to contract for landscape maintenance services at the following:

PARK-TRAIL LOCATION	TOTAL ACREAGE	TURF ACREAGE
Cordelia Community Park	32 Site Acres	9.5 Turf Acres
Ridgeview Park	7 Site Acres	6 Turf Acres
Vintage Green Valley Park	5.3 Site Acres	4 Turf Acres
Parkview	1.2 Site Acres	0.5 Turf Acres
Rialto Bike Trail	5 Site Acres	3.8 Turf Acres
Silvercreek Bike Trail	1.5 Site Acres	0.8 Turf Acres
Hillside Bike Trail	3.1 Site Acres (contracted)	No Turf
American Canyon Bike Trail	14.8 Site Acres	11.8 Turf Acres
Tri-Valley Little League Complex	7 Site Acres	1.5 Hard Fescue Acres

ROADSIDE OR MEDIAN LOCATION	TOTAL SITE ACREAGE
Oakbrook Dr. shoulder and fence line	0.6 site acres
Silvercreek Dr. shoulder and median	0.6 site acres
Lopes Rd. Shoulder and median	1.3 site acres
Red Top Rd. shoulder, median, fence line	1.0 site acre
Gold Hill Rd. shoulder and median	0.2 site acres
Suisun Valley Rd shoulder and median	1.1 site acres
Oakwood Dr. shoulder	0.01 site acre
Snowberry Way. shoulder	0.08 site acre
Neitzel Rd.	

NOTES:

- a. The acreage shown above is an estimate. **It is suggested that the Contractor conduct his own field surveys for acreage.**
- b. Hillside Bike Trail North of Cordelia Community Park: This trail will only require weed abatement of 4-feet on each side of the pathway, on the pathway, 1-foot on each side of the V-Ditch, and four feet along the fence lines behind the houses throughout the year. In addition, the Contractor shall remove litter and trash weekly. The V-ditch and catch basins will be maintained per the terms of the Maintenance Schedule. This trail is undeveloped and has no landscape to maintain.

- c. Little League ball fields at Cordelia Community Park are not part of this contract.

The Contractor will be responsible for all irrigation systems beyond the water meter, plant material, trees, hardscapes, entry signs, high weed mowing of open space and any other requirements of these specifications.

The City of Fairfield desires to establish a twenty-one (21) month contract commencing on April 2, 2018. This contract may be extended for four (4) additional two-year terms upon written consent of the contractual parties. There will be no more than four (4) two-year extensions.

The contract is for the furnishing of all labor, materials, equipment and other services necessary for the complete maintenance of all landscape and irrigation areas and open spaces in accordance with the terms, conditions and specifications herein.

1) **LAWN AND HARD FESCUE CARE**

- A) The Contractor shall maintain all lawn and Hard Fescue areas on the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work incidental hereto.

- i) Aeration and Renovation

- a. Lawn areas shall be aerated twice each year during the months of March and September (subject to change due to weather) and shall be renovated as necessary to retain current quality.

- i. Aeration shall be done more frequently if necessary to maintain good water penetration.

- ii. All sprinkler heads, quick couplers and other hard to see features within the lawn shall be flagged prior to aeration.

- iii. A coring tine aerator (plugger) shall be used.

- iv. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.

- v. Tines shall penetrate at least 2 ½ inches deep. Plug removal is not necessary.

- vi. Following aeration the Contractor shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with top soil.

- b. The Contractor must provide prior notification of planned turf renovation in order to receive credit for the work.

- ii) Replacement of Turf

- a. The Contractor shall remove dead and irreparably damaged turf and Hard Fescue and replace it at his own expense when such death or damage is

from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.

- b. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.
- c. The Contractor shall remove damaged turf and replace with sod within two weeks of a major vandalism event.

iii) Mowing

- a. Contractor shall maintain turf with a consistent green appearance and healthy growing condition free of weeds.
- b. Lawns shall be mowed once every week or more often if necessary, unless otherwise specified, to maintain a neat, trim appearance.
- c. Contractor will remove all litter, branches and debris from each lawn area prior to mowing.
- d. Turf height shall be maintained at 3-inches during the summer and 2 ½ inches during the winter.
- e. Mowing directions shall be periodically alternated.
- f. "Scalping" of turf will not be permitted.
- g. Tufts of grass in corners or other areas that cannot be reached by a mower shall be mowed with a monofilament line trimmer.
- h. The Contractor may choose to use mulching blades on mowers; however, all excessive mowed clippings as determined by the Landscape Maintenance Manager (LMM) shall be removed from the job site on the same day.
- i. Mowing schedules shall be coordinated with the LMM.
- j. Any damage to the turf caused by a mower shall be the responsibility of the Contractor to make the repairs to the satisfaction of the LMM.

iv) Edging

- a. Lawn edging will be performed with every mowing.
- b. Edging of Hard Fescue (no-mow Fescue) will be performed four times (4X) per year during the months of February, May, September and November.
- c. Lawn edging against paved areas, around valve boxes and around other utility structures shall be kept neatly edged.

- d. Edges against fences and walls shall be sprayed, maintaining a 4-inch vegetation-free band.
- e. V-ditches bordering turf areas shall be edged.
- v) Blowing and Raking
 - a. All hardscapes surfaces shall be blown free of clippings after every mowing and edging.
 - b. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis.
 - c. All planter beds shall be blown or raked clear of all leaf litter; leaf litter shall be removed from the site.
 - d. Vacuuming or sweeping may be employed instead of blowing.
- vi) Tree Wells
 - a. Tree wells in lawn areas shall be maintained free of turf and weeds at all times.
- vii) Pest Control in Lawn Areas and Hard Fescue (no-mow Fescue) Areas
 - a. Lawn areas shall be kept free of weeds.
 - b. The Contractor must provide prior notification of planned pesticide applications in order to receive credit for the work.
 - c. Pre-Emergent Weed Control
 - i. Pre-emergent herbicide selection must be approved in advance by the LMM.
 - ii. Pre-emergent herbicide must be a broad-spectrum herbicide labeled for both broadleaf and grassy weeds.
 - iii. The contractor may use a tank mix of two or more herbicides to achieve the desired spectrum of control.
 - iv. The Contractor will apply an approved pre-emergent herbicide four times (4X) per year during the months of March, May, August and November (subject to change due to weather) to control broadleaf and grassy weeds.
 - d. Post-Emergent Weed Control
 - i. The Contractor will spot treat with a post-emergent herbicide four times (4X) per year during the months of March, May, August and November (subject to change due to weather) to eradicate emerged broadleaf and grassy weeds.

- e. Turf diseases, weed and insect infestations and rodent infestations must be identified and controlled in a timely manner. Reapplication of control methods will be required to correct or control failed treatments.
 - f. The Contractor shall exercise extreme care in the use of herbicides and insecticides to avoid harm to non-target plants, as well as non-target insects, such as bees.
- viii) Irrigation
- a. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification.
 - b. Some landscape area irrigation systems operate under the City's central irrigation (computerized) system; contact the LMM for programming requests in those areas.
 - c. Watering times shall begin after 9 pm and be completed before 6 am, wherever possible.
 - d. Irrigation controllers shall use repeat cycling where possible to allow water to soak in and prevent runoff or ponding.
- ix) Fertilizer Applications
- a. Turf will be fertilized four (4) times per year. Fertilization schedule is subject to change due to weather conditions. Schedule changes shall be coordinated with the LMM.
 - i. March – within one week following aeration, apply a balanced fertilizer approved by the LMM
 - ii. May – Apply fertilizer approved by the LMM
 - iii. September – within one week following aeration, apply a balanced fertilizer approved by the LMM
 - iv. November -- Apply fertilizer approved by the LMM
 - b. Fertilizer selection must be approved by LMM.
- x) Hard Fescue (no-mow Fescue) Seed Head Removal
- a. The Contractor shall remove the seed heads from Hard Fescue (no-mow fescue) two times (2x) per year during the months of June and July.
 - b. The Contractor shall repeat the work if seed heads are missed
 - c. Seed heads will be removed from the site after cutting.

2) TREE CARE

- A) The Contractor shall be responsible for all tree maintenance.
 - i) Pruning

- a. Trees shall be pruned two times (2X) per year during the months of March and December
 - b. The Contractor shall ensure that only professionally qualified personnel using approved methods and techniques perform pruning.
 - c. International Society of Arboriculture (ISA) pruning standards shall be used.
 - d. Excessive pruning or stubbing back shall not be permitted.
 - e. All pruning cuts shall maintain the branch bark ridge and shall be cleanly cut with no tearing of the bark. No flush cuts shall be permitted.
 - f. Trees shall be thinned out and shaped when necessary to prevent wind damage. Pruning shall maintain the tree's natural appearance.
 - g. When directed by the LMM the Contractor shall prune trees away from neighboring residential and commercial properties.
 - h. Trees shall be pruned and shaped to avoid future problems of spread or wind damage.
 - i. Lower branches overhanging walkways or paths shall be raised to a minimum height of seven (7) feet or as directed by the LMM.
 - j. Lower branches overhanging streets or driveways shall be raised to a minimum height of twelve (12) feet or as directed by the LMM.
 - k. Suckers, watersprouts and other undesirable growth shall be removed.
 - l. Dead and damaged branches shall be removed
 - m. Pruning to remove a hazard shall be done immediately.
- ii) Pest Control
- a. The Contractor shall be responsible for all pest control on trees.
 - b. Insect infestations shall be treated, as directed by the LMM with an approved insecticide.
 - c. Mistletoe shall be controlled by pruning or spraying.
- iii) Staking and Guying
- a. The Contractor shall maintain stakes and guys and replace same, when needed with approved materials.
 - b. Contractor shall replace tree ties, as needed to provide support without chafing bark.
 - c. Additional stakes or ties shall be placed, as needed to prevent wind damage.

- d. The Contractor shall remove stakes that are no longer needed by the trees with sufficient trunk caliper, upon approval from the LMM.
- iv) Tree Removal
 - a. The Contractor will remove any tree that, in the sole opinion of the City's Certified Arborist, is unsafe, diseased or damaged beyond the point of recovery to a healthy form.
 - b. Tree removal will include stump grinding to a depth of 12-inches, or as determined by the LMM.
- v) Tree Replacement
 - a. The Contractor shall remove any dead or damaged trees and, if directed, replace the same with trees of equivalent size and variety up to 15 gallons when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.
 - b. The Contractor is responsible for providing labor and equipment to plant all replacement trees under this contract.
 - c. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.
 - d. If, in the sole opinion of the City's Certified Arborist, tree failure is attributed to negligence on the part of the Contractor, the Contractor will replace the failed tree with a tree of like size, up to 24" box specimen.
 - e. The Contractor shall annually furnish and plant thirty (30) 15-gallon trees throughout the site, as directed. This includes all work necessary for proper installation of trees, including materials such as stakes and ties. The cost is inclusive in the total value of maintenance of this contract. Plant type and work shall be directed by the LMM. Planting shall be completed every year and arranged with the LMM. If plant material value exceeds \$150 per container before markup, then an adjustment may be made with proper documentation indicating the difference in cost.

3) **SHRUB AND GROUND COVER CARE**

A) Shrub Pruning

- i) Shrubs shall be pruned at least three times (3X) per year during the months of April, July and October, subject to change due to weather. The Contractor may be required to prune more frequently if shrub growth encroaches on walkways, streets or signs or encumbers visibility.

- ii) Shrubs, when sheared, shall be tapered back to form a natural appearance; vertical edges shall not be allowed.
- iii) Shrubs and ground cover will be pruned to prevent encroachment on walkways, paths, curbs, paved areas and fence lines. Shrubs and ground cover shall be maintained inside the edges of curbs or planter bed borders.
- iv) Shrubs and ground cover shall be pruned to remove all dead or damaged growth.
- v) Where needed, ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.

B) Shrub Replacement

- i) The Contractor shall annually furnish and plant one hundred (100) 5-gallon shrubs throughout the site per year, as directed. This includes all work necessary for proper installation of shrubs, including materials. The cost is inclusive in the total value of maintenance of this contract. Plant type and work shall be directed by the LMM. Planting shall be completed every year and arranged with the LMM. If plant material value exceeds \$65 per container before markup, then an adjustment may be made with proper documentation indicating the difference in cost.
- ii) The Contractor shall remove any dead or damaged shrubs and, if directed, replace the same with shrubs of equivalent size and variety up to 5 gallons when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.
- iii) Shrub removal will include stump grinding to a depth of 12-inches, or as determined by the LMM.
- iv) The Contractor is responsible for providing labor and equipment to plant all replacement shrubs under this contract.
 - a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

C) Ground Cover Pruning

- i) Ground Cover shall be pruned and edged four times (4X) per year during the months of March, June, September and November, subject to change due to weather. The Contractor may be required to prune more frequently if ground cover growth encroaches on walkways or streets.
- ii) Where needed, ground cover shall be mowed twice per year in March and September to encourage healthy growth and allow for irrigation coverage.

- iii) Ground cover, such as ivy will not be allowed to grow/spread onto trees, walls, fences, buildings and other amenities.

D) Ground Cover Replacement

- i) The Contractor shall remove any dead or damaged ground cover and, if directed, replace the same with ground cover of equivalent size and variety up to 1 gallon when such death or damage is from any reason or source except major vandalism where the cost of replacement materials exceeds \$500 before mark-up.
- ii) The Contractor is responsible for providing labor and equipment to plant all replacement ground cover under this contract.
 - a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

E) Fertilization of Shrub Beds and Ground Cover Areas

- i) Fertilization schedule is subject to change due to weather. Schedule changes shall be coordinated with the LMM.
- ii) The Contractor must provide prior notification of planned fertilizer applications in order to receive credit for the work.
- iii) The Contractor shall apply a slow-release complete fertilizer at a rate of six (6) pounds per 1,000 square feet. Fertilizer type will be approved by the LMM.
 - a. Overhead Irrigation
 - i. Shrubs in areas covered by overhead irrigation will be fertilized four times (4X) per year during the months of February, April, July and October.
 - b. Drip irrigation
 - i. Shrubs in areas covered by drip irrigation will be fertilized two times (2X) per year during the months of February and November.

F) Pest Control in Shrub Beds and Ground Cover Areas

- i) Planter beds and ground cover areas shall be kept free of weeds.
- ii) The Contractor must provide prior notification of planned pesticide applications in order to receive credit for the work.
- iii) Pre-emergent herbicide selection must be approved in advance by the LMM.
- iv) Pre-emergent Weed Control

- a. Pre-emergent herbicide must be a broad-spectrum herbicide labeled for both broadleaf and grassy weeds.
 - i. The contractor may use a tank mix of two or more herbicides to achieve the desired spectrum of control.
- b. Overhead Irrigation
 - i. The Contractor will apply pre-emergent herbicide four times (4X) per year during the months of February, May, August, and November in planter beds and ground cover areas with overhead irrigation.
- c. Drip Irrigation
 - i. The Contractor will apply pre-emergent herbicide two times (2X) per year during the months of February and November in planter beds and ground cover areas with drip irrigation.
- v) Snails and slugs shall be controlled with the use of approved metaldehyde snail bait.

G) Bark Replacement

- i) The Contractor shall include in his bid the annual replacement of medium walk-on bark throughout each site. The Contractor shall provide and install a total of one hundred (100) cubic yards on an annual basis during the month of April. A sample of bark to be used must be submitted to the LMM for approval. No dyed bark will be allowed.

4) IRRIGATION SYSTEM

A) General

- i) Throughout the term of this agreement the Contractor shall provide labor, equipment and materials for the repair or replacement of all irrigation system components beyond the water meter including leaking or malfunctioning main lines; lateral lines; sprinkler heads; valves; backflow prevention devices less than 4-inches in size; quick couplers; and irrigation controllers. Repair or replacement of all malfunctioning irrigation system components shall be considered part of this contract at no additional cost to the City.
- ii) Backflow prevention devices sized 4-inches and larger shall be the responsibility of the City.
- iii) Before beginning these maintenance program operations under the provisions of this agreement, the Contractor shall inspect all installed irrigation systems on the site(s) covered by this agreement and shall report damage or malfunction of any system to the LMM.
- iv) It is the City's objective to actively pursue water conservation within the maintenance program. The Contractor should expect the administration of the irrigation specifications to be closely monitored. The irrigation system shall be adjusted as necessary to prevent overspray onto paved areas and

runoff down the gutters. Multiple repeat cycles shall be utilized as needed to provide best irrigation efficiency.

- v) All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall include a description of the areas covered by each station.
- vi) Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work. The Contractor shall flush the end of drip lines monthly to remove all dirt buildup.
- vii) Plant material exhibiting signs of wilting due to lack of water shall result in withholding of monthly payment until the problem is corrected. Manual watering will be required as necessary to regain plant vigor at no extra cost to the City.
- viii) The Contractor shall maintain all valve boxes and lids in good condition. This includes removal of any plant growth inside the boxes and removing any excessive dirt or debris from the inside of the box. Standing water in the valve boxes shall not be allowed to remain permanently.
- ix) The City may, at its option, perform repairs in-house.

B) Irrigation Scheduling and Adjustments

- i) Programming of controllers shall be performed by the Contractor to maintain healthy growing plant material. Each month the Contractor will provide the LMM with a complete written schedule of watering for all controllers.
- ii) The City prefers watering time to be between 9:00 PM and 6:00 a.m., whenever possible. Saturdays, Sundays, afternoons and early evening are the high public use times. Watering will typically not be allowed Fridays at 7:00 a.m. though Sundays at 9:00 p.m. There may be exceptions that occur from changing weather conditions or to accommodate a special event schedule. Irrigation schedules shall be coordinated with the LMM.
- iii) Drip irrigation systems may be operated during the day.
- iv) All sprinklers shall be adjusted properly to avoid spraying water on parked cars, roadways, walkways, buildings, signs, fences and other property that may be damaged by water.
- v) In the event that City crews have to adjust irrigation scheduling due to improper irrigation scheduling or maintenance, the Contractor shall be billed for City crew time.
- vi) The Contractor will perform a complete system check of all controllers and valves, including coverage testing and sprinkler adjustments no later than April 15th. This date may be delayed by the LMM due to weather.

C) Water Requirements

- i) The Contractor shall have full responsibility to ensure watering requirements are met within each landscape area. Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis.
- ii) The Contractor shall ensure that sprinkler heads are in good operational order, filters are cleaned regularly and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally), sprinkler head exchanges and filter replacements will be considered as included in the contract price and therefore no additional compensation will be allowed.
- iii) All electrically operated valves shall close completely at the conclusion of the station watering program. Weeping valves shall be immediately repaired.
- iv) Valve boxes shall be kept clean of rocks, soil, debris and silt to a depth of 2" below the bottom of the valve. All valve box lids shall be in place and locking bolts secured at all times.

D) Irrigation Repairs

- i) The Contractor will have a qualified employee check each irrigation controller and activate all stations on every controller each week. Repairs and adjustments shall be made at that time.
- ii) Backflow prevention devices that have been repaired or replaced by the Contractor shall be tested and approved by a certified tester on the City of Fairfield Certified Backflow Tester List prior to being returned to service.
- iii) Backflow prevention device installations shall meet City of Fairfield specifications. The contractor shall obtain a no-fee encroachment permit prior to installation. Installations that fail to meet specifications shall be corrected at the Contractors expense.
- iv) Any repair that necessitates removal of a valve body shall include the installation of pea gravel to a depth of four (4) inches below the valve and a union between the main line and the valve.
- v) Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.
- vi) All irrigation system repairs, including vandalism shall be completed within 24 hours of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the LMM immediately of the condition and supply estimated time of when the repairs will be made. The Contractor will be responsible for watering the area of irrigation system failure by other means (hose, etc.) until repairs are completed.

- vii) The Contractor must replace all broken irrigation system components with items of the same brand and model. The City must approve all substitutions.
- viii) All valves shall be kept in such condition that they are able to be manually operated by the bleeder valve.

E) Controller repairs

- i) Repairs to irrigation controllers shall be the Contractor's responsibility. Controllers that are beyond repair will be replaced at Contractor's expense.
- ii) Automatic controllers and electrical conductors shall be kept operational year round. Controllers will be inspected periodically by the City to ensure that each system's programming is operational.
- iii) Controller cabinets shall be maintained clear of debris, nests, snails and insects.

F) Irrigation System Vandalism

- i) The cost of parts and labor to replace stolen or vandalized portions of the irrigation system are considered as a part of the contract unless the cost of the incident exceeds \$500 before mark-up and such incident has been reported to the Fairfield Police Department and the City.
 - a. In the event that such vandalism costs exceed \$500 before mark-up the Contractor shall be responsible for the first \$500 in materials and shall provide the labor to install at no additional cost. The City will be responsible only for that portion of the materials cost that exceeds \$500 before markup.

G) Irrigation Pumps

- i) The Contractor will clean irrigation pump filters quarterly.
- ii) The Contractor must provide prior notification before cleaning pump filters in order to receive credit for the work. Failure to provide prior notification shall be considered as missed work.
- iii) Repairs to irrigation pumps shall be the City's responsibility except when damage is the result of Contractor's performance or negligence, in which case the Contractor shall be fully responsible for the cost of repairs or replacement.

5) **FERTILIZER STANDARDS**

A) General

- i) City staff will be the final authority for type and quantity of fertilizer to be applied.
- ii) A balanced slow-release fertilizer with micro-nutrients will be the minimum requirement

- iii) The Contractor must provide prior notification of planned fertilizer applications in order to receive credit for the application.
- iv) Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. Plants that have not recovered from fertilizer damage after 120 days shall be replaced at Contractor's expense.
- v) Fertilizer applications which fail to produce the desired results will be repeated at the Contractor's own expense.

6) **PEST MANAGEMENT**

A) Laws and Regulations

- i) The Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for the control of weeds, diseases and pests, including obtaining all the required permits and licenses for the possession and use of pesticides.
- ii) The Contractor shall register with the Solano County Department of Agriculture and shall obtain a Solano County Operator Identification Number for each year of the contract. The Contractor will furnish the LMM with a copy of each year's Solano County registration documents with the Operator Identification Number.
- iii) Written recommendations from a licensed Pest Control Advisor will be required for all pesticide applications. A copy of these recommendations shall be made available to the LMM for approval prior to any work.
- iv) The Contractor shall permit pesticide applications to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator or certified applicator using recognized and approved materials and methods.
- v) Employee pesticide training shall comply with the training regulations established by the California Department of Pesticide Regulation.
- vi) Use of aquatic pesticides, where applicable, shall comply with NPDES and California Department of Fish and Wildlife regulations and must be approved in advance by the LMM.

B) General

- i) All pesticides must be approved in advance by the LMM.
- ii) The Contractor will notify the LMM prior to all scheduled pesticide applications and will not receive credit for required applications if such notification has not been provided.
- iii) Pesticide applications which fail to produce the desired results will be repeated at the Contractor's own expense.

C) Pest Management Within the Dog Park Areas

- i) The Contractor will schedule all pesticide applications within the dog park areas through the LMM.
- ii) Glyphosate will be the only pesticide to be used in the dog park areas.
- iii) The Contractor shall not spray within the fenced dog parks while people or pets are present. The Contractor may temporarily lock the dog park entry gate while performing maintenance activities.

D) Rodent Control

- a. Trapping shall be the preferred method for rodent control in all landscape areas.
- b. Use of rodenticides must be approved in advance by the LMM and baits placed within secured bait stations so as not to create a hazard to persons or pets.

E) Integrated Pest Management

- i) The Contractor shall be provided with a copy of the City of Fairfield Integrated Pest Management (IPM) Policy and shall adhere to the practices contained within the Policy.
- ii) Extremely toxic materials, such as Category I pesticides shall not be used.

7) **GENERAL MAINTENANCE AND CLEANUP**

A) General

- i) The Contractor shall collect all mowed grass, clippings, trimmings, cuttings, rubbish and debris at each site covered by this agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at the Contractor's expense.
- ii) All areas shall be kept free of leaves, litter, including broken glass or other such debris. All broken glass shall be immediately removed when discovered.
- iii) The Contractor shall keep all cracks and seams in sidewalks, curbs, street gutters and other paved areas free of weeds.
- iv) The Contractor shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
- v) The Contractor shall repair any eroded places on the landscaped area covered by this agreement by replacement of topsoil to bring such eroded places back to original grade. The cause of erosion shall be promptly reported to the LMM.

- vi) Work sites shall be left orderly and neat upon completion of work for that particular work day.
- vii) Parks are subject to scheduled group activities. When notified of such planned activities the Contractor shall arrange his site visits to create the least impact on the group activity. Planned group activities may require the Contractor to occasionally make changes to mowing and irrigation schedules and arrange for additional trash pickup.

B) Trash Containers

- i) Trash containers will be emptied on Mondays, Wednesdays and Fridays before 3:30 p.m. **Trash containers will also be emptied on weekends between April 1 and October 15. Weekend trash removal will be completed on Saturday evening after 5 p.m. or on Sunday morning before 10 a.m.**
- ii) No clippings, trimmings, brush or debris resulting from Contractor's performance under this agreement shall be deposited in the trash cans placed by the City at various locations in the areas covered by this agreement.

C) Fence Lines

- i) Fence lines shall be kept free of trash, weeds, grass and prunings.

D) Graffiti Abatement

- i) Graffiti shall be removed from all wall surfaces, sidewalks, play equipment, trash cans, controller cabinets, benches, tables, signs and fences within forty-eight (48) hours after discovery or notification.
- ii) Paint shall not be applied to surfaces that are not currently painted unless approved by the LMM. When paint is used it shall match existing surfaces and must be approved by the LMM.
- iii) Other commonly available graffiti removal products may be used on appropriate surfaces.
- iv) Nearby storm drain inlets must be protected from runoff during graffiti removal activities.
- v) When power washing to remove graffiti, the wastewater and paint particles shall not be discharged to the street or storm drain system. Nearby storm drains must be protected by placing sand bags, booms or barriers around drain inlets or by making an enclosure around the wash area.
- vi) The Contractor shall not perform exterior graffiti removal activities during the rain.

E) Dust Control

- i) The Contractor shall control airborne dust at all times. Dust control shall conform to section 10, "Dust Control," of the State Standard Specifications.

- ii) All costs associated with dust control are assumed to be included in the contract bid and no additional compensation will be allowed therefore.

F) Abandoned Shopping Carts and Other Debris

- i) Shopping carts that have been abandoned on site shall be removed within 48-hours after discovery or notification.
- ii) Large items of debris, such as appliances, couches or tires shall be removed by the contractor as part of this contract. The Contractor may arrange to discard tires and appliances in the City Corporation Yard, but must always receive approval in advance.
- iii) The Contractor will remove discarded debris within 48-hours after discovery or notification.

8) **HIGH WEED MOWING**

- A) All high-weed mowing (as listed in area descriptions) will be performed three times (3X) per year during the months of April, June and September.

9) **MISCELLANEOUS FACILITIES**

General – the items listed below are considered routine maintenance and therefore will not be considered extra work.

A) Playgrounds

- i) Safety
 - a. Playground safety is a key component of park maintenance. The Contractor will remove all debris, paying particular attention to glass, needles and hidden items in the play areas. All other concerns and problems will be reported to the City immediately.
 - b. Bark Substrate
 - i. The Contractor shall rake the bark under the play equipment to restore a level play surface.
 - c. Play and Exercise Equipment Repair
 - i. The Contractor will not be responsible for the repair of play equipment or fitness station exercise equipment, but should immediately report any damaged equipment to the LMM.

B) Drinking Fountains

- i. The Contractor will not be responsible for the repair and replacement of drinking fountains, but should immediately report any damaged drinking fountains to the LMM.

C) Barbeques

- i) The Contractor will be responsible for cleaning all park barbeques every Friday between April 1 and October 15. Special events may occasionally require more frequent cleanings.
 - a. Barbeque cleaning will consist of the following steps.
 - i. Food residue and other debris will be removed from cooking surface and surrounding area by scrubbing with a wire brush.
 - ii. Spent coals or other debris to be removed to a safe location. In no case will hot coals be deposited into trash receptacles.
 - iii. Ashes will be manually removed from barbeque pits. In no case will ashes be removed by use of a blower.

D) Drainage System Areas

- i) All drainage systems on the properties for purposes of rain water or irrigation water collection, whether surface swales, trench drains, V-ditches, catch basins or gutters shall be maintained in a clean condition free of debris, erosion waste, weeds or any blockage.
- ii) Gutters and curb way aprons that border the park entrance shall be kept clean of weeds and gardening debris.
- iii) Natural creeks and streams are not included in this contract.
- iv) The Contractor shall prevent any material created as a result of his activities from entering the storm drain system. The storm drain system includes, but is not limited to, the gutter, the roadway, V-ditches, catch basins, creeks, and any underground storm water conduit. Proper storm water pollution prevention techniques and procedures shall be used during all phases of the maintenance work.
- v) All concrete-lined ditches within the landscape areas shall be kept clean and clear at all times. The catch basins that these ditches empty into shall be thoroughly cleaned out once per month by the 15th of the month between October 15 to April 15. More frequent cleaning may be required due to heavy rains. Edges should be checked periodically for erosion and damage to concrete structures. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring.
- vi) When a drainage system is blocked by debris from off the site or by erosion waste from offsite major storm damage, correction will be made by others after prompt notification by the Contractor or will be considered extra-cost work as approved by the City.

E) Erosion Control

- i) The Contractor shall not be responsible for structural maintenance or repair or replacement of swales and drain lines except for such structural maintenance, repair or replacement resulting from damage caused by the Contractor or his agents.
- ii) Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of the Contractor to correct and to accomplish necessary cleanups.
- iii) Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the responsibility of others.

F) Sidewalks and Driveways

- i) Debris and silt shall be immediately removed from sidewalks, gutters and driveways.

G) Parking Lots

- i) The Contractor will blow off the parking lots at least once per week. The Contractor will not allow debris to accumulate in the corners of the parking lot.
- ii) The Contractor will ensure that the surface drains in the parking lots are kept clear.

H) Entry Name Signs

- i) Contractor will refurbish entry signs once per year during the month of April by pressure washing (concrete signs) or painting. Method of refurbishment shall be approved by the LMM

I) Accent Lights

- i) The Contractor is responsible for checking accent light fixtures on a weekly basis.
- ii) Light bulbs in accent lights shall be replaced within 24 hours with new bulbs of the same variety and manufacturer when they burn out.
- iii) Light fixtures (excepting bulbs) are not included in this contract. Should a light fixture malfunction, the Contractor is responsible for immediately bringing this to the attention of the City in writing.

J) Backflow Cages and Controller Cabinets

- i) The Contractor is responsible for removing graffiti and debris from backflow cages and controller cabinets within 48 hours of notification.

- ii) The Contractor will perform light sanding and repainting of backflow cages and controller cabinets on an as needed basis, but not more frequently than once per year.

K) Tables, Benches, Seating Walls and Other Site Furnishings

- i) The Contractor is responsible for removing graffiti and debris from tables, benches and other site furnishings within 48 hours of notification.
- ii) The Contractor shall pressure wash picnic tables and benches the first week of the month April thru October at Cordelia Community Park. Special events may occasionally require more frequent cleanings.
- iii) The Contractor will perform light sanding and repainting of previously painted site furnishings and pressure washing of concrete furnishings once per year to be arranged by the LMM.

L) Skate Park

- i) The Contractor will inspect the Skate area three times (3X) per week. During such visits the Contractor will blow off the concrete floor and skate node features. Any trash, debris or non-approved items shall be removed from the Skate area and be disposed of properly.
- ii) The contractor will not be responsible for damage to the concrete floor or skate node features.
- iii) Any graffiti observed on site will be removed within (48) hours using approved methods and materials per the Graffiti Abatement section of this document.

M) Volley Ball Court

- i) The Contractor shall rake the sand three times (3x) per week to restore a level play surface. Any trash, debris or non-approved items shall be removed from the court and be disposed of properly.

N) Putting Green

- i) The Contractor will inspect the putting green three times (3x) per week. During such visits the Contractor will blow off the putting surface and remove any trash or debris from cups.
- ii) The contractor will pressure wash or power sweep putting surface one time (1x) per month. The method of cleaning shall be directed by the LMM.

O) Tennis Courts

- i) The Contractor will inspect the tennis courts three times (3X) per week. During such visits the Contractor will blow off the courts. Any trash, debris or non-approved items shall be removed from the courts and be disposed of properly.

- ii) Any graffiti observed on site will be removed within (48) hours using approved methods and materials per the Graffiti Abatement section of this document.

P) Dog Park

- i) The Contractor will inspect and service the dog park three times (3X) per week. During such visits the Contractor will look for hazards such as exposed hardware, sharp edges, splintered wood and breaks in the fence. Any such hazards shall be immediately reported to the LMM.
- ii) The Contractor will remove animal feces from the ground within the dog park three times (3X) per week.
- iii) The Contractor will not be responsible for re-filling the dog-waste bag dispensers.
- iv) The Contractor will rake or blow bark mulch off concrete areas as needed.
- v) The Contractor will not spray herbicides inside the dog park while people or pets are present. The Contractor may temporarily bar access to the area for the purpose of performing maintenance activities.
- vi) The Contractor will remove graffiti from site furnishings, including tree stumps within 48 hours.

Q) Horseshoe Pits and Bocce Ball Courts

- i) Horseshoe pits and bocce ball courts shall be maintained in a weed-free condition.
- ii) The Contractor shall furnish and install a total of two (2) cubic yards of sand at the horseshoe pits each year during the month of April. Sand selection shall be approved by the LMM.

R) Decomposed Granite

- i) The Contractor shall furnish and install a total of twenty (20) cubic yards of decomposed granite (DG) throughout the site each year during the month of April.
- ii) DG will be compacted after raking to remove depressions.

S) Restroom

- i) The Contractor is not responsible for cleaning the restrooms
- ii) The Contractor is not responsible for maintenance, repair and/or replacement of plumbing fixtures, electrical fixtures and hardware in and around the restroom building.

MAINTENANCE SCHEDULE

Scheduled application months are subject to change due to weather and other considerations

<u>LAWN AREAS</u>	<u>FREQUENCY</u>
Leaf, Litter and Trash Removal	Weekly
Irrigation System checks (complete)	Weekly
Irrigation Repairs	Within 24-hours (working days)
Mow	Weekly
Edge	Weekly
Spot Weed Control	Weekly
Aeration & Renovation	Twice yearly during March & September
Weed Control: broadleaf and grassy weeds Pre and Post emergent	Four times (4X) per year during the months of March, May, August and November
Control of Turf Diseases, Insect and Rodent Infestations	As Needed
Fertilization	4X/ year: March & September (within one week of aeration), May and November
Hard Fescue (no-mow Fescue) Edging	Four time (4X) per year in February, May, September and November
Hard Fescue (no-mow Fescue) seed head removal	Twice Yearly (2x) in June and July
<u>SHRUBS AND TREES</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Weekly
Weed control	As needed
Shrub Pruning	Three times (3X) per year during the months of April, July and October, subject to change due to weather.
Shrub replacement	One hundred (100) 5-gal shrubs per year during the month of April.
Irrigation System checks (complete)	Weekly
Irrigation repairs	Within 24-hours (working days)
Shrub Fertilizer	Four times (4X) per Year (Feb, Apr, Jul, Oct) in areas with overhead irrigation Twice Yearly (2X) (Feb & Nov) in drip irrigation areas
Pre-emergent—planter beds and tree wells	Four times (4x) per year during the months of (Feb, May, August, and November) in overhead irrigation areas. Two times (2X) per year during the months of (Feb and Nov) with drip irrigation areas.
Pest/Disease Control	As needed
Tree Pruning	Two times (2X) per year during the months of March and December
Tree Replacement	Thirty (30) 15-gal trees per year during the month of April.
Staking/Removal/Re-bracing	As needed

Bark Replacement	One hundred (100) cubic yards per year during the month of April.
<u>GROUND COVER & VINES</u>	<u>FREQUENCY</u>
Leaf Removal	Weekly
Litter and Trash Removal	Weekly
Weed Control	Weekly
Irrigation system checks (complete)	Weekly
Irrigation repairs	Within 24-hours (working days)
Fertilize	2X/yr in areas with drip irrigation (Feb. & Nov.) 4X/yr with overhead irrigation (Feb, Apr, Jul, Oct)
Pre-emergent	Four times (4X) per year during the months of Feb, May, Aug, and Nov in overhead irrigation areas. Two times (2X) per year during the months of February and November in drip irrigation areas.
Pest/Disease control	As needed
Prune & Edge	Four times (4X) per year during the months of March, June , September and November, subject to change due to weather.
Mow	Two Times (2X) per Year (where needed) in March and September
<u>UNDEVELOPED AREAS</u>	<u>FREQUENCY</u>
Leaf, litter and trash removal	Weekly
Weed Control	As Needed
Graffiti Removal	As Needed, within 48-hours of notification
Pre-emergent—gravel (unpaved) areas	Twice Yearly during February and November
High-Weed Mow (describe areas in contract)	Three Times per Year: April, June, September
<u>PAVED AREAS</u>	<u>FREQUENCY</u>
Leaf Removal	As Needed
Litter and Trash Removal	Weekly
Weed Control	Twice Monthly
Graffiti Removal— Sidewalks and Walkways	As Needed, within 48-hours of notification

SITE CONSIDERATIONS	FREQUENCY
Site Inspections with LMM	At least once per month
Trash Cans Emptied	Three Times (3X) / Week: Mon, Wed, Fri. Cans emptied on weekends between April 1 and October 15 per contract specifications.
Skate Parks—Inspect, remove litter, blow	Three times (3X) per week
Tennis Courts—Inspect, remove litter, blow	Three times (3X) per week
Putting Green—Inspect, remove litter, blow	Three times (3X) per week
Putting Green—Pressure wash or power sweep	One time (1x) per month
Volley Ball Court—rake sand, remove litter and debris.	Three times (3X) per week
Dog Parks—Service, inspect, remove feces	Three times (3X) per week
Furnish, install, compact Decomposed Granite throughout the site	Annually install twenty (20) CY, during the month of April
Horseshoe Pits—furnish & install Sand	Annually install two (2) CY, during the month of April
Accent Lights-- Inspection	Weekly
Accent Lights—Bulb Replacement	Within 24-hours
Refurbish Entry Name Signs.	Once yearly during the month of April
Backflow Cages & Controller Cabinets: Light sanding and repainting	As needed, not to exceed once per year
Tables, Benches and Other Site Furnishings: sanding and repainting	As needed, not to exceed once per year
Pressure wash tables and benches at Cordelia Community Park	First week of the month April thru October
Clean V-Ditches/Drain Inlets	Inspected and cleaned weekly between October 15 and April 15
Clean irrigation pump filters	Quarterly




AREA MAPS INDEX



LOCATION OF IMPROVEMENTS TO BE MAINTAINED

Cordelia Community Park / Hillsdale Bike Trail.....AM-1
Hillside Bike TrailAM-2
Rialto Bike Trail.....AM-3
Silver Creek Bike Trail / Ridgeview Park.....AM-4
American Canyon Bike TrailAM-5
Gold Hill Rd / Lopes Rd.AM-6
Oakbrook DriveAM-7
Lopes Rd / ParkviewAM-8
Red Top Rd.AM-9
Neitzel Rd.AM-10
Suisun Valley RdAM-11
Vintage Green Valley Park.....AM-12

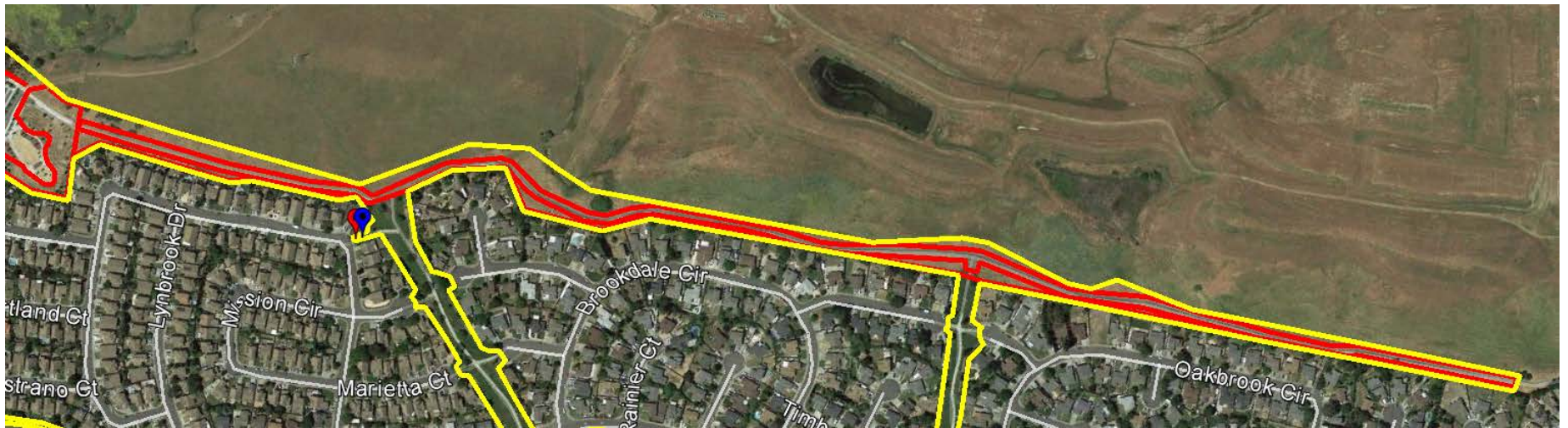
Cordelia Community Park / Hillside Bike Trail







-  = Maintenance Area
-  = High Weed Mow Area
-  = LL Ball Field Not Included

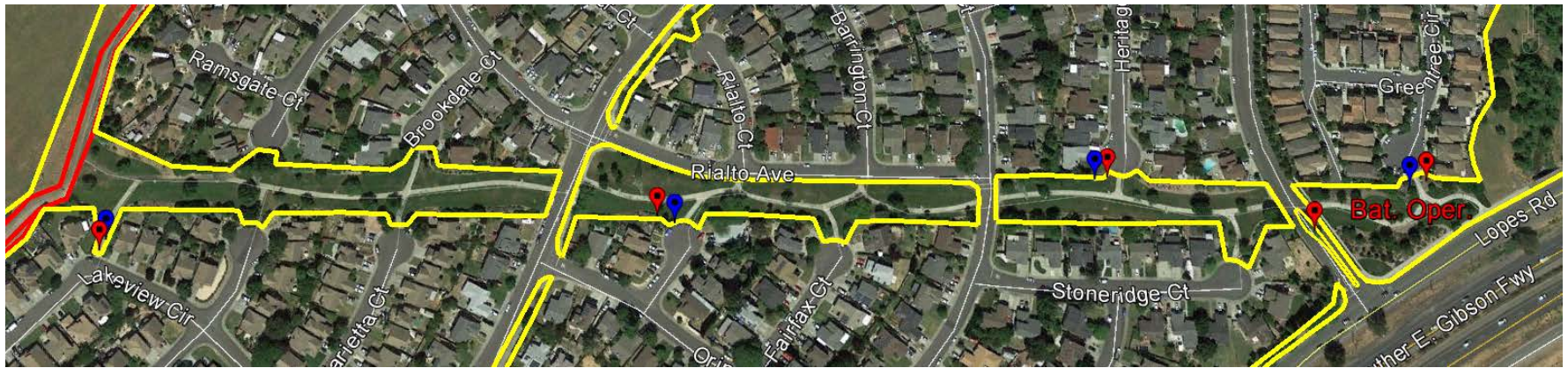
-  = Irrigation Backflow
-  = Irrigation Controller



Hillside Bike Trail





-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller

Rialto Bike Trail






-  = Maintenance Area
-  = High Weed Mow Area

-  = Irrigation Backflow
-  = Irrigation Controller

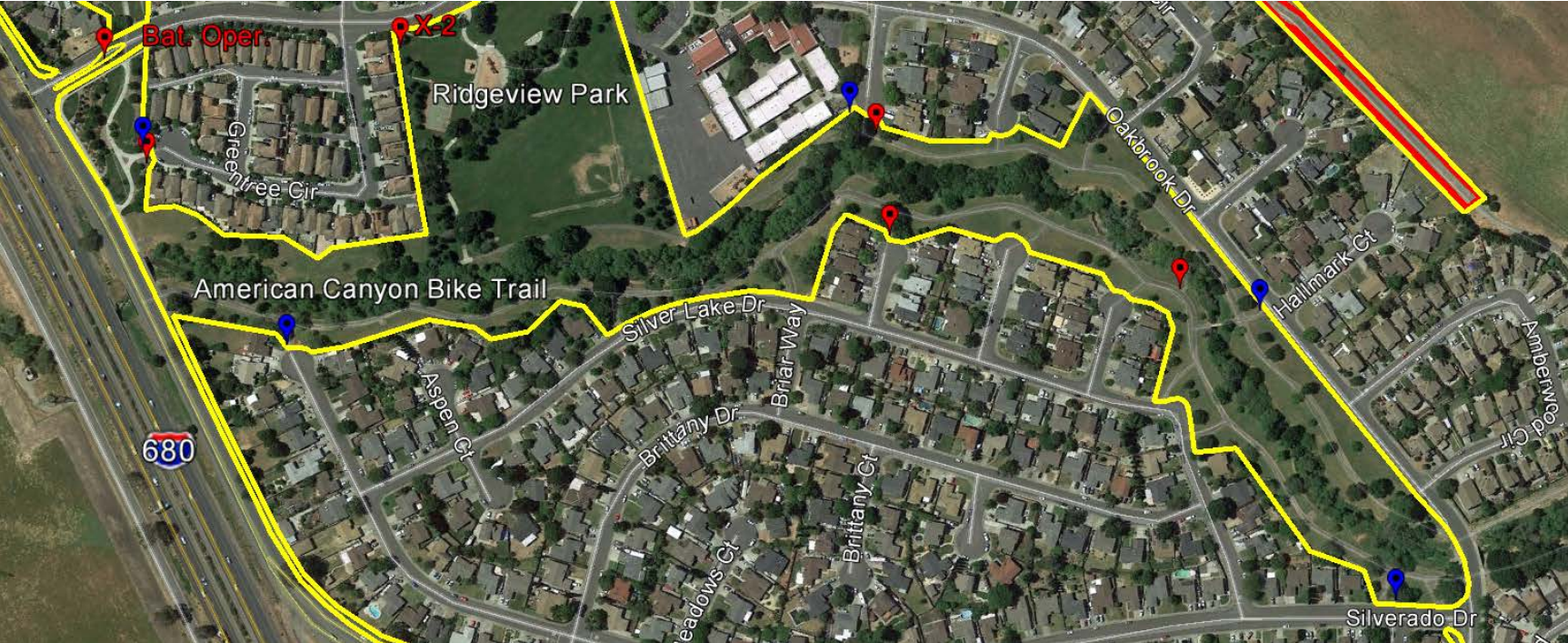
Silver Creek Bike Trail / Ridgeview Park







-  = Maintenance Area
-  = High Weed Mow Area

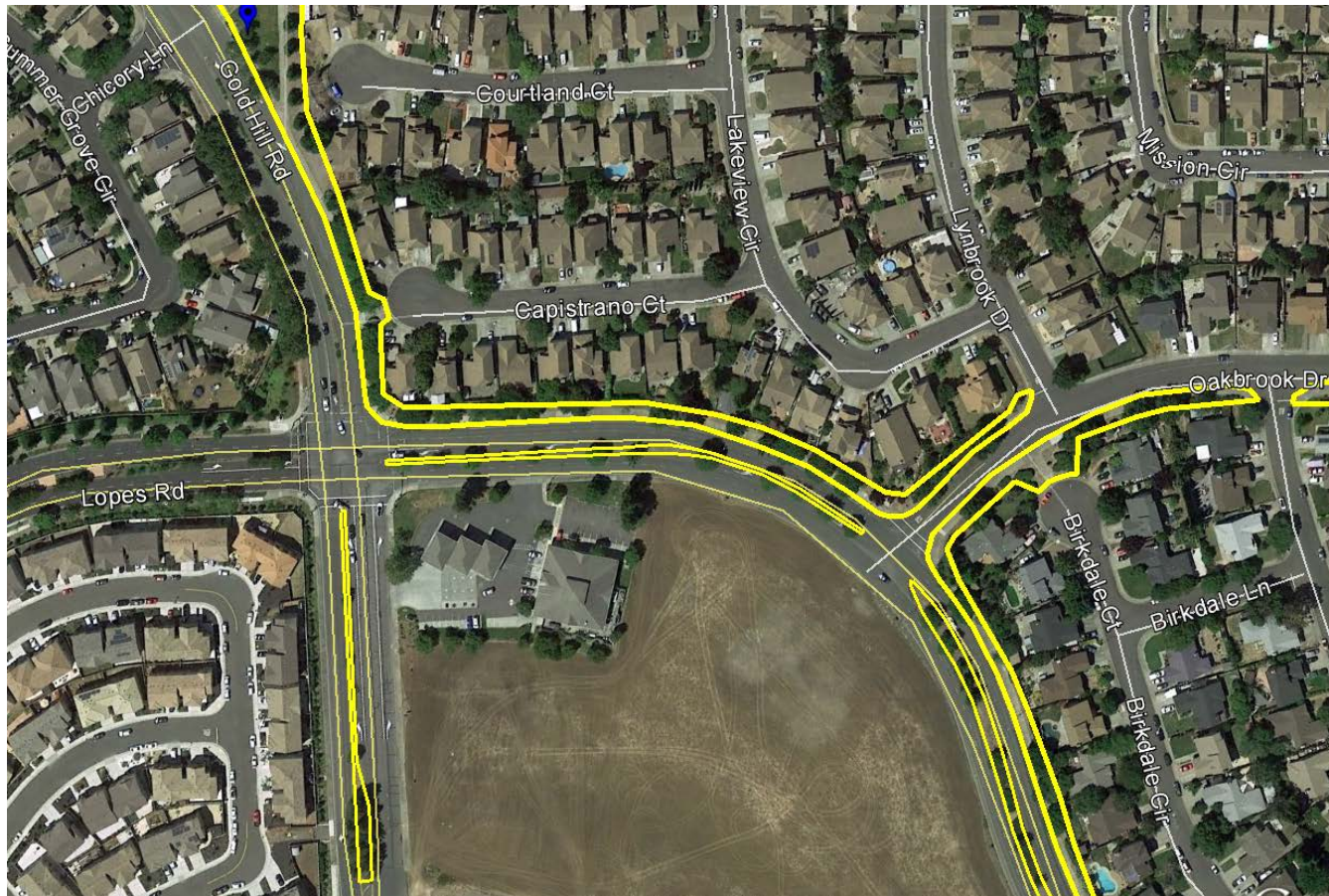
-  = Irrigation Backflow
-  = Irrigation Controller





American Canyon Bike Trail



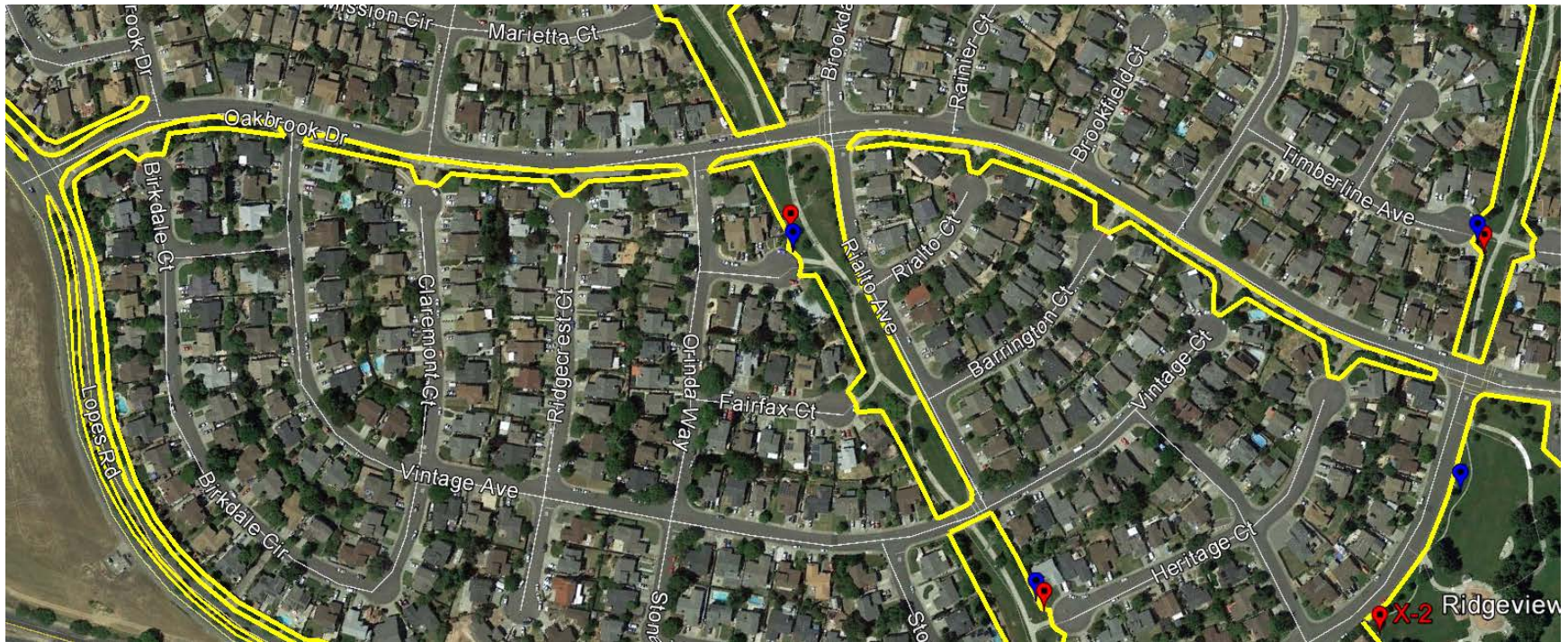
-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller





Gold Hill Rd. / Lopes Rd.



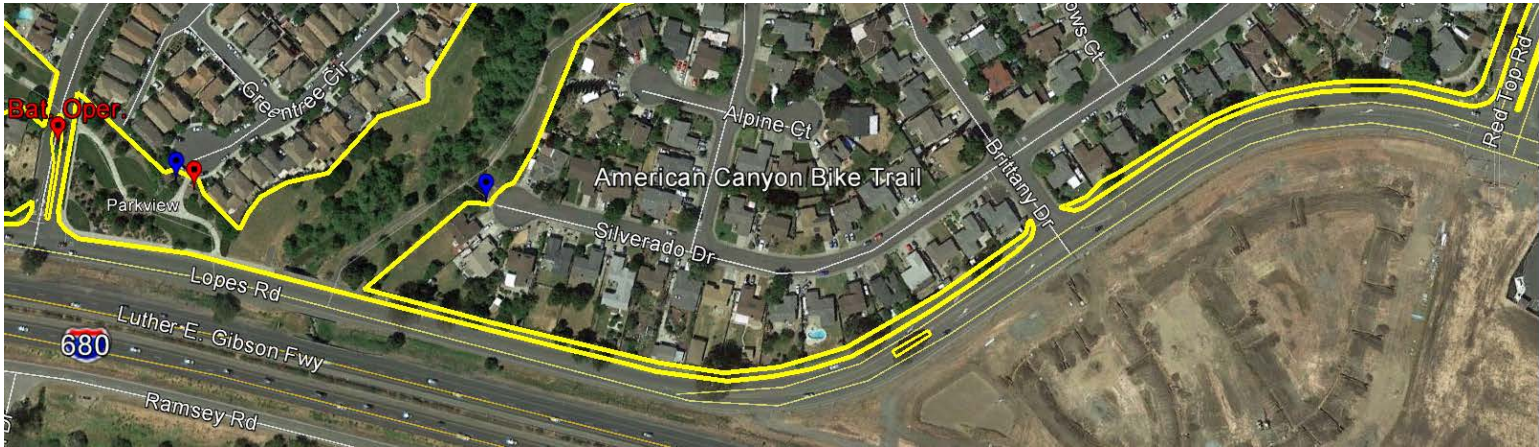
-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller



Oakbrook Drive





-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller

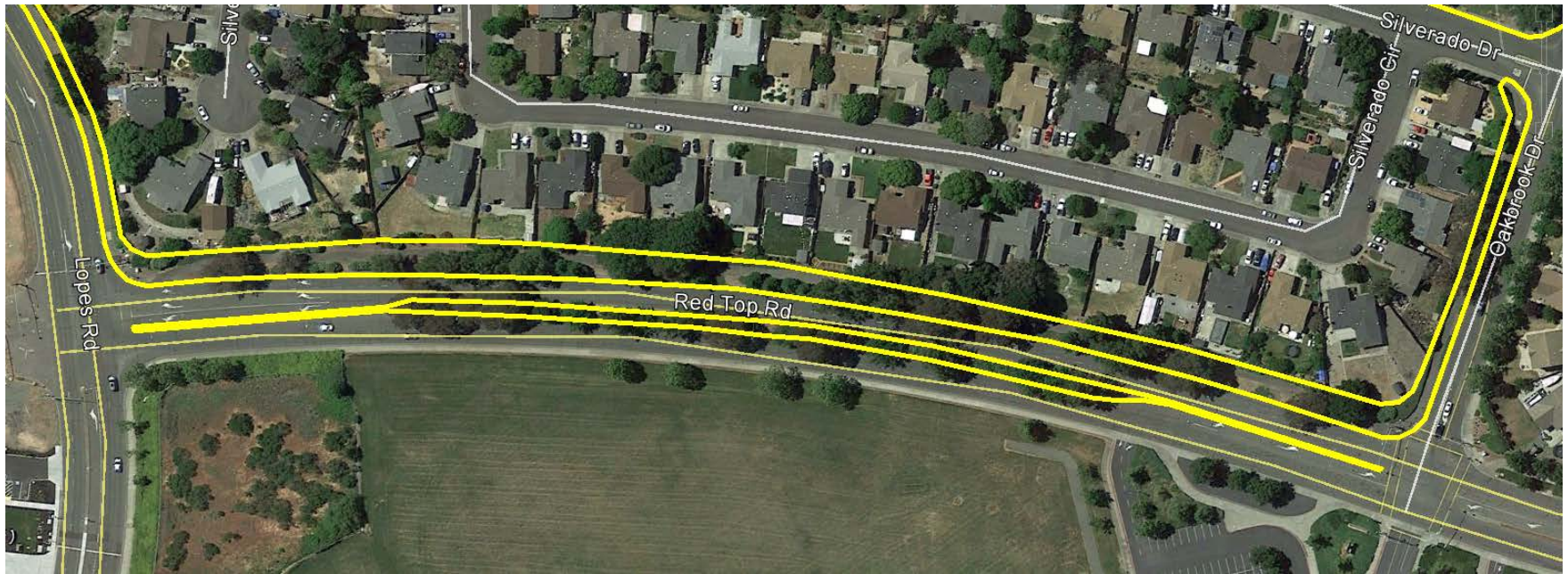
Lopes Rd / Parkview







-  = Maintenance Area
-  = High Weed Mow Area

-  = Irrigation Backflow
-  = Irrigation Controller





Red Top Rd. / Oakbrook Drive



-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller





Neitzel Road



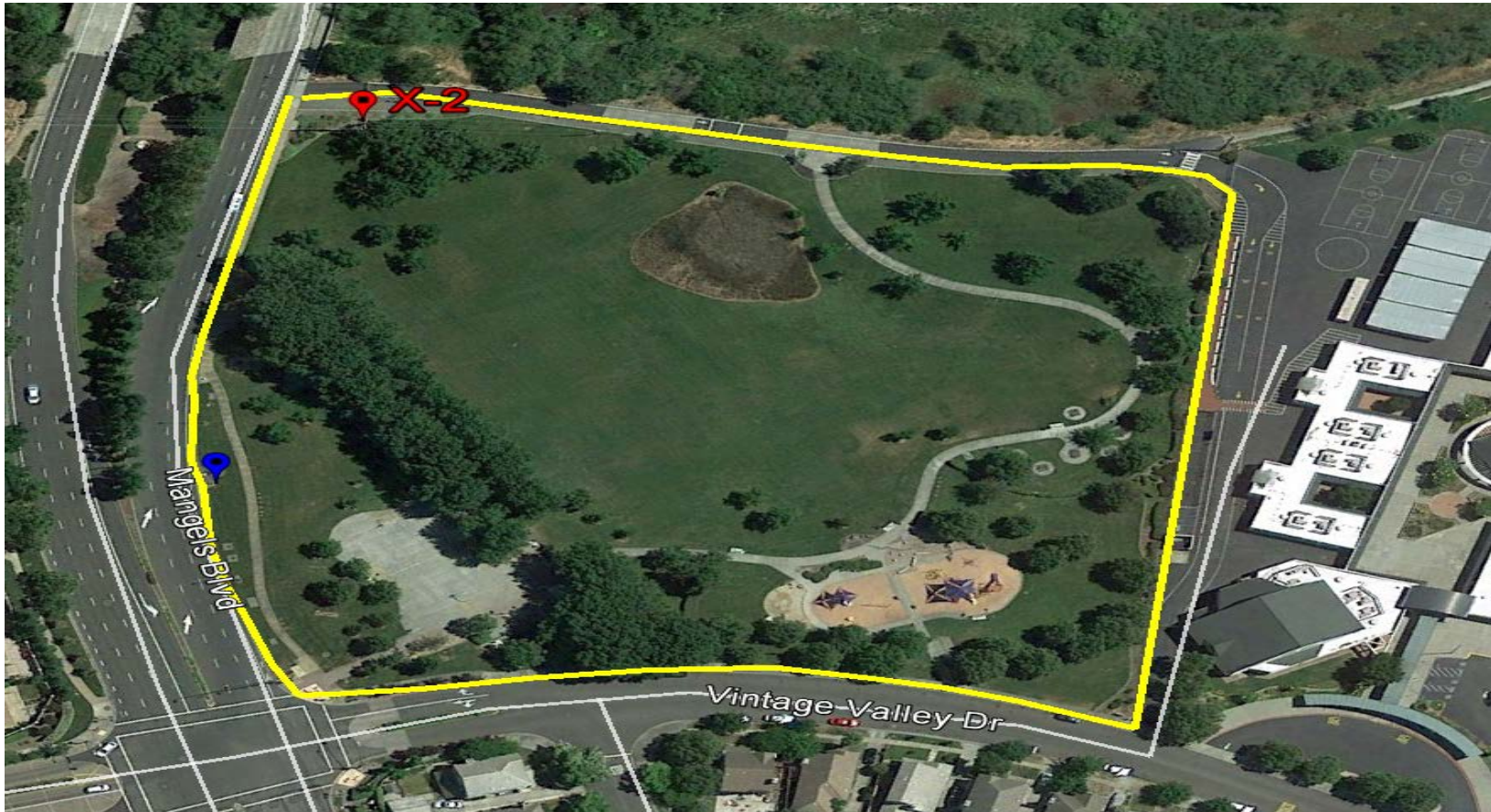
-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller




Suisun Valley Rd.



-  = Maintenance Area
-  = High Weed Mow Area
-  = Irrigation Backflow
-  = Irrigation Controller

Vintage Green Valley Park



-  = Maintenance Area
-  = Irrigation Backflow
-  = Irrigation Controller