



**CITY OF COACHELLA  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR PROPOSALS AND CONTRACT DOCUMENTS  
FOR  
LANDSCAPE MAINTENANCE SERVICES FOR:  
BAGDOUMA PARK**

**DUE: April 24, 2023 @ 2 p.m.**

**PROJECT NO. 031623**

**City of Coachella  
Public Works Department  
Coachella, CA 92236  
760.501.8100  
[www.coachella.org](http://www.coachella.org)**

**CITY OF COACHELLA  
NOTICE INVITING PROPOSALS**

**LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK  
PROJECT NO. 031623**

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Coachella ("City") in the Public Works Department, 53462 Enterprise Way, Coachella, CA 92236 until 2 p.m., Monday, April 24, 2023. Proposals received after this date will be returned to the proposers unopened. Faxed or electronically submitted proposals will not be accepted.

Each Proposer is requested to attend a mandatory pre-proposal meeting to be held on Monday, April 3, 2023, at 10am at the Coachella Corporate Yard located at 53462 Enterprise Way, Coachella, CA 92236. Failure to attend this meeting will preclude a Proposer from submitting a proposal.

The City is requesting proposals to provide: Landscape Maintenance Services for: Bagdouma Park.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

At the time of the proposal, the Proposer shall possess a C-27 Landscaping Contractor license and all other required licenses, permits, certificates and registrations to perform the scope of work.

Interested proposers may download copies of the Contract Documents by visiting the City's web site, [www.coachella.org](http://www.coachella.org) and looking for Public Works Department Bids from the Public Works Department.

For more information, please contact:

**Maritza Martinez, City of Coachella, Public Works Department – (760) 501-8111 and [mmartinez@coachella.org](mailto:mmartinez@coachella.org).**

**END NOTICE INVITING PROPOSALS**

**CITY OF COACHELLA  
INSTRUCTIONS TO PROPOSERS**

**LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK  
PROJECT NO. 031623**

**I. GENERAL**

The City of Coachella ("City") is requesting proposals from qualified firms ("Proposers") for landscape maintenance services as further described herein ("Services"). All respondents shall be properly licensed for the performance of the Services in accordance with California law.

Proposal Deadline: 2 p.m. Monday, April 24, 2023  
Number of Copies: Submit three (3) copies of the sealed proposal  
Return Proposals To: City of Coachella  
Public Works Department  
53462 Enterprise Way  
Coachella, CA 92236

**II. SCOPE OF SERVICES/MAINTENANCE SERVICES AGREEMENT**

The Proposer selected to provide the scope of Services shall be retained under the City's Maintenance Services Agreement ("Agreement"), included as part of these Contract Documents. The City will not consider alterations to the Agreement.

This Agreement will be for a twenty-four (24) month period after notice to proceed with an option to extend the Agreement for two (2) additional one year terms based on contractor performance at the sole discretion of the City. Work will commence one (1) day after notice to proceed is given.

Should the City elect to exercise the option to extend the Agreement for an additional one (1) year period, the parties shall negotiate pricing for such period two months prior to the commencement of the additional one (1) year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United State Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside, and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available.

The Services sought are set forth in more detail in Specific Terms and Conditions, included as part of these Contract Documents. Notwithstanding the inclusion of such Services in Specific Terms and Conditions, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Agreement executed by and between City and the successful Proposer.

**III. BONDS**

City requires at the time of contract award a Payment Bond in the amount of one hundred percent (100%) of the contract amount from the successful proposer. In addition to the Payment Bond, City requires at the time of contract a one hundred percent (100%) Performance Bond from the successful proposer. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of

City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law.

#### **IV. PUBLIC WORKS PREVAILING WAGE AND CONTRACTOR REGISTRATION**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations (“DIR”). Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at the City’s Public Works Department upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the Agreement is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No proposal will be accepted nor any contract entered into without proof of the Proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

#### **V. CITY CONTACT**

The principal contact for the City will be Maritza Martinez, Public Works Department, (760) 501-8111, [mmartinez@coachella.org](mailto:mmartinez@coachella.org) or a designated representative, who will coordinate the assistance to be provided by the City to the Proposer.

#### **VI. REQUESTS FOR CLARIFICATION**

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing, clearly labeled “Written Questions” and directed to the City Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by Friday, April 14, 2023 at 5 p.m..

#### **VII. PRE-PROPOSAL MEETING**

Each Proposer is requested to attend a mandatory pre-proposal meeting to be held on Monday, April 3, 2023, at 10am at the Coachella Corporate Yard located at 53462 Enterprise Way, Coachella, CA 92236. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

## **VIII. CONTENT AND FORMAT OF PROPOSAL**

The proposal must be made on the form of the Proposal Submission Forms. Proposals must be submitted on all items and schedules included in the Proposal Submission Forms. Proposal packages must include:

- Contractor Information
- References
- Proposed Project Work Schedules
- Proposed Facilities, Equipment, Materials, and Staffing Schedule
- Communications, Traffic Safety, and Greenwaste
- Cost Proposal
- Proposal Surety Bond
- Non-Collusion Declaration
- Public Works Contractor DIR Registration Certification; and
- Proposal Affirmation.

Failure to propose on all items and schedules, or submitting an incomplete proposal package may result in the proposal being rejected as non-responsive.

## **IX. EVALUATION CRITERIA**

### **Proposal Rating Criteria (Total Possible Score of 100)**

- Contractor Information (Including References) – 20 Points
- Proposed Project Work Schedules – 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule – 20 Points
- Communications, Traffic Safety, and Greenwaste – 5 Points
- Cost Proposal – 25 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal – 5 Points

All proposals will be rated based on review and evaluation by a three (3) member staff selection panel. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of City, is in the best interest of the City.

Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

## **X. SITE EXAMINATION**

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement. No claim for allowances—time or money—will be allowed as to such matters.

## **XI. SUBMITTAL INSTRUCTIONS**

The proposal must be received no later than 2pm local time, on or before Monday, April 24, 2023 at the office of:

City of Coachella  
Public Works Department  
53462 Enterprise Way  
Coachella, CA 92236

Proposals should be submitted in a sealed envelope plainly marked on the outside **“SEALED PROPOSAL LANDSCAPE MAINTENANCE SERVICE FOR: BAGDOUMA PARK – DO NOT OPEN WITH REGULAR MAIL.”** The Proposer's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. **Late or misdirected bids shall be rejected and unopened without exception.**

## **XII. ADDENDA**

The City reserves the right to revise the Contract Documents prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by the City shall be included in the proposal and made part of the Contract Documents. Each Proposer shall leave with City its name, address, phone and e-mail address for the purpose of receiving addenda. City will cause copies of addenda to be sent to all known recipients of this RFP and will be posted on the City of Coachella website <http://www.coachella.org/>. Proposers are responsible for ensuring that they have received any and all addenda. Each Proposer should contact the City to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in rejection of the proposal.

## **XIII. PROTESTS**

### **A. Protest Contents**

Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal

submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with this RFP. A protest must be filed in writing with the City (email is acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

#### **B. City Review**

The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

### **XIV. GENERAL CONDITIONS**

#### **A. Proposal Surety Bond**

Each proposal shall be accompanied by a certified or cashier's check or proposal bond in the amount of ten percent (10%) of the total proposal price payable to the City of Coachella as a guarantee that the Proposer, if his proposal is accepted, will promptly execute the Agreement, and secure insurance. The City will retain the proposal guarantees of all Proposals whose proposals are selected for consideration until such time as the contract is executed. The proposal guarantees submitted by all other Proposers will be released within thirty (30) days after the date of the award of contract.

#### **B. Amendments to Proposals**

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

#### **C. Costs for Preparing**

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.



**D. Cancellation**

City reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

**E. Price Validity**

Prices provided by Proposers are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

**F. No Commitment to Award**

Issuance of request for proposals and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals .

**G. Right to Negotiate and/or Reject Proposals**

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public.

Publication Date of RFP: March 16, 2023

**END INSTRUCTIONS TO PROPOSERS**

**CITY OF COACHELLA**  
**PROPOSAL SUBMISSION FORMS**

**LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK**  
**PROJECT NO. 031623**

**1. CONTRACTOR INFORMATION**

**ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES**

Company Name: \_\_\_\_\_

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Satellite Office (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Contractor's License Number/Classification/Name Style: \_\_\_\_\_

\_\_\_\_\_

Number of Years Operating Under Above License: \_\_\_\_\_

Number of Years Company has Provided Landscape Services: \_\_\_\_\_

Number of Years Company has Provided Landscape Services for a Public Agency: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Current License Status: \_\_\_\_\_

Prior Actions Against This License? \_\_\_\_\_ If Yes, Please List Citation Type:

\_\_\_\_\_  
And How it was Resolved: \_\_\_\_\_

Name and Title of Company Officers:

NAME:

TITLE:


**Type & Number of Vehicles & Power Equipment Committed to Landscape Maintenance Operations:**

**MOTOR VEHICLES**

- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**• POWER EQUIPMENT**

- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**Number of Employees committed to landscape maintenance operations:**

- \_\_\_\_\_ Supervisors: Avg. Salary Range \$ \_\_\_\_\_ / \_\_\_\_\_.
- \_\_\_\_\_ Technicians: Avg. Wage Scale \$ \_\_\_\_\_ / Hr.
- \_\_\_\_\_ Foreman: Avg. Wage Scale \$ \_\_\_\_\_ / Hr.
- \_\_\_\_\_ Laborer: Avg. Wage Scale \$ \_\_\_\_\_ / Hr.

\*Use fully burdened rate (i.e. taxes, insurance, benefits, OH&P). This is a prevailing wage project.

## **2. REFERENCES**

The proposer must verify acceptable experience of diversified landscape maintenance, which will enable the City to judge the responsibility, experience, skill, and business/financial standing of the proposer.

**LIST AT LEAST THREE (3) REFERENCES, PUBLIC AGENCY (PREFERRED) OR PROPERTY MANAGEMENT/HOA LANDSCAPE MAINTENANCE CONTRACTS OF SIMILAR SIZE & SCOPE - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST THREE (5) YEARS.**

**ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

**REFERENCE INFORMATION FURNISHED MUST INCLUDE:**

- Name and Address of Agency
- Name and Telephone Number of Agency / Client Staff Person Responsible for Administering Contract
- Contract Name (s) / Number (s)
- Annual Contract Amounts (s)
- Number of Acres Maintained per Contract(s)
- Location(s) of Contract Areas
- Length of Contract(s) and start and end dates

### 3. PROPOSED WORK SCHEDULES

The following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in the Contract Documents. **Use additional sheets as necessary to provide a full, and comprehensive response.**

#### MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the contract's maintenance areas in the box corresponding to the day of the week/month you propose to do them. List man-hours per position required to complete each task.
2. Be sure to include administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month.

#### ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the contract's maintenance areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours per position required to complete each task.
2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year.

# MONTHLY SCHEDULE SHEET

MONDAY      TUESDAY      WEDNESDAY      THURSDAY      FRIDAY


**ANNUAL SCHEDULE SHEET**

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>

#### **4. PROPOSED FACILITIES, EQUIPMENT, MATERIALS, AND STAFFING SCHEDULE**

Due to the location, size/extent and maintenance requirements of the maintenance area, proposer is required to state how he will provide the necessary maintenance and services in the Contract Documents. State the estimated manpower your company will use each week to fulfill the contract, including but not limited to supervision, technician, and general labor subcategories. List also the estimated vehicles and equipment (by size & type) needed to perform contract scope of work.

**Attach numbered pages to provide responses to the following requested information:**

##### **Facilities:**

List location/address of facility(ies) from which work crews and equipment will be dispatched.

##### **Equipment:**

List equipment to be furnished to execute work tasks specified in the Contract Documents. Indicate with (S) any listed equipment to be shared with another contract/project.

##### **Motor Vehicles:**

##### **Turf Maintenance Power Equipment/Tools/Mowers:**

##### **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**

List both powered and hand equipment/tools

##### **Irrigation System Maintenance Equipment:**

List both powered and hand equipment/tools

##### **Fertilizer Application Equipment:**

List both powered and hand equipment/tools

##### **Pesticide Application Equipment:**

List both powered and hand equipment/tools

##### **Materials:**

Furnish an estimate of the **materials and quantities** needed to execute the following specified work tasks:

##### **SPECIFIC TERMS & CONDITIONS-Turfgrass Maintenance - Overseeding**



- List seed by variety name and blend; include recommended rate of application per site
- List topdress material by supplier's/manufacturer's brand name; include recommended rate of application per site

Winter Overseeding –

Spring/Summer Overseeding –

**SPECIFIC TERMS & CONDITIONS-PEST CONTROL – Herbicides** ¶ – Pre-emergent crabgrass treatment

- List herbicide by manufacturer's brand name; include formulation type, and recommended rate of application for intended use
- If spray adjuvants are proposed for use, list by manufacturer's brand name; include formulation type, and recommended rate of application for intended use

Annual Treatment –

**Staff:**

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Contract Documents. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project.

**General Landscape Maintenance:**

List labor, and administrative and field supervisory personnel – include any relevant education, certification, licensing information for each person listed

**Tree Trimming/Maintenance:**

Include any ISA or equivalent certified personnel

**Pesticide Application:**

List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training

5. **COMMUNICATIONS, TRAFFIC SAFETY, AND GREENWASTE**

**Communications**

Project General Terms and Conditions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and infield, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. **Use additional sheets as necessary to provide a full, and comprehensive response.**

### **Green waste Recycling:**

Please describe your company's program to insure that the City receives credit for the green waste that will be generated from executing the project's Scope Of Work (see Exhibit A of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the green waste you generate from your operations on the project. If you plan to use any recycled green waste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. **Use additional sheets as necessary to provide a full, and comprehensive response. Monthly green waste reports will be required to be provided to the Public Works Department on a monthly basis.**

### **Requirements for Direct Service Providers:**

- A. Direct Service Providers responsible for landscaping maintenance, renovation, and construction that purchase mulch or compost shall:
1. Use Compost and Mulch that satisfies the standards in 14 CCR 18993.1, when available and as practicable, for all landscaping renovations, construction, or maintenance performed for the City. Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
  2. When using Compost and Mulch, the applications are subject to the City's Water Efficient Landscaping Regulations pursuant to Division 4 of Part 5 of Part Chapter 5 of Article VII of the Arcadia Municipal Code (Ordinance 2330), or Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, whichever is more stringent.
  3. Keep and provide records, including invoices or proof of purchase, of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee, upon completion of the project. Records shall include:
    - a. General description of how and where the product was used and if applicable, applied;
    - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
    - c. Type of product;
    - d. Quantity of each product; and,
    - e. Invoice or other record demonstrating purchase or procurement.

**6. COST PROPOSAL**

TO: CITY OF COACHELLA, "CITY"

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

PROPOSER: \_\_\_\_\_ "CONTRACTOR"

The undersigned declares that he/she has carefully examined the Contract Documents and Addendums No.(s)\_\_\_\_\_that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Coachella.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the Agreement. Proposer must provide costs for all items below.

**Prices for Service Schedule**

Cumulative	MONTHLY AMOUNT	TOTAL ANNUAL AMOUNT	TOTAL TERM AMOUNT
Total Bagdouma Park	\$	\$	

MONTHLY AMOUNT: \_\_\_\_\_

ANNUAL AMOUNT: \_\_\_\_\_

TOTAL INITIAL TERM AMOUNT: \_\_\_\_\_  
\_\_\_\_\_

PROPOSING FIRM: \_\_\_\_\_  
(Company Name)

**Prices for Emergency Work, Extra Work, Vandalism Repair (Unit Prices)**

- 1. 1 gal. shrub/vine/ground cover in place @ \$\_\_\_\_\_ ea.
- 2. 5 gal. shrub/vine/ground cover in place @ \$\_\_\_\_\_ ea.
- 3. 5 gal. tree in place (stakes incl) @ \$\_\_\_\_\_ ea.
- 4. 15 gal. tree in place (stakes incl) @ \$\_\_\_\_\_ ea.
- 5. 24" box tree in place (stakes incl) @ \$\_\_\_\_\_ ea.
- 6. 36" box tree in place (guy wires incl) @ \$\_\_\_\_\_ ea.
- 7. Flat of ground cover in place @ \$\_\_\_\_\_ ea.
- 8. Planter bed mulch in place @ \$\_\_\_\_\_/cu. yd.
- 9. Stabilized D.G. Brimstone or Desert Gold @ \$\_\_\_\_\_/cu. yd.
- 10. Grey Crestline Boulders 2' x 3' @ \$\_\_\_\_\_ ea.
- 11. Grey Crestline Boulders 3' x 4' @ \$\_\_\_\_\_ ea.

**Prices for Emergency Work, Extra Work, Vandalism Repair, Additional Work Functions (Time and Materials Prices)**

- 1. Emergency Call Out @ \$\_\_\_\_\_ /man hr.
- 2. Security Camera Downloads/Reports @ \$\_\_\_\_\_ /man hr.
- 3. Online Irrigation Monitoring/Reports @ \$\_\_\_\_\_ /man hr.
- 4. Arborist Reports @ \$\_\_\_\_\_ /man hr.
- 5. Extra Work Labor @ \$\_\_\_\_\_ /man hr.
- 6. Extra Work Emergency Labor @ \$\_\_\_\_\_ /man hr.
- 7. Extra Work Supervision @ \$\_\_\_\_\_ /man hr.
- 8. Extra Work Emergency Supervision @ \$\_\_\_\_\_ /man hr.

- 9. Extra Work Irrigation Technician @ \$\_\_\_\_\_/man hr.
- 10. Extra Work Emergency Irrigation Technician @ \$\_\_\_\_\_/man hr.
- 11. Extra Work Materials (See **Specific Terms & Conditions-  
Extra Work, 1.E.**) @ Cost + 15%
- 12. Extra Work – Tree Trimming @ \$\_\_\_\_\_/man hr.  
Or  
\$\_\_\_\_\_/per tree
- 13. Extra Work – Tree Removal @ \$\_\_\_\_\_/man hr.  
Or  
\$\_\_\_\_\_/per tree

**Unit prices for Additions/Deletions to City Landscape Areas, per General Terms & Conditions-ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS**

- 1. Additional parkway areas, planters (trees, shrubs, ground cover included, as applicable).  
\$\_\_\_\_\_/sq. ft./mo.
- 2. Additional parkway areas, turf (trees, shrubs, ground cover included, as applicable).  
\$\_\_\_\_\_/sq. ft./mo.
- 3. Additional retention basins/open space areas, planters (trees, shrubs, ground cover included, as applicable). \$\_\_\_\_\_/sq. ft./mo.
- 4. Additional retention basins/open space areas, turf (trees, shrubs, ground cover included, as applicable). \$\_\_\_\_\_/sq. ft./mo.
- 5. Install 1" water service and meter box. Unit price includes traffic control, excavation, pavement and concrete replacement, hot-tap of main, corporation stop, meter box, and all work related to the installation of a new service from the existing water main to the water meter location at the back of the curb.  
\$ \_\_\_\_\_ each
- 6. Remove and replace concrete curb and gutter per City Standard #S-7. \$  
\_\_\_\_\_ /lf.
- 7. Remove and replace concrete sidewalk per City Standard #S-25.  
\$\_\_\_\_\_/sq. ft.

**7. PROPOSAL SURETY BOND**

[Note: Not required when other form of security, e.g. cash, certified check or cashier's check, accompanies proposal.]

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL PROPOSAL PRICE of the Principal submitted to the City for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 2023, for **LANDSCAPE MAINTENANCE SERVICES FOR: BAGDOUMA PARK.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

# Notary 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 truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



# Notary 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 truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 acknowledged 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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

- Partner(s)                       Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
 Title or Type of Document

\_\_\_\_\_  
 Number of Pages

\_\_\_\_\_  
 Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**8. NON-COLLUSION DECLARATION**

To Be Executed by Proposer(s) and Submitted with Proposal

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

\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
City State

CONTRACTOR

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**9. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**10. PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove (the Proposer's Proposal Submission Forms), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Coachella and \_\_\_\_\_, and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind \_\_\_\_\_ to the terms of this affirmation.

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**END OF PROPOSAL SUBMISSION FORMS**

## GENERAL TERMS AND CONDITIONS

### **BUSINESS TAX**

The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business or trade is conducted within the City. City will obtain verification that the proposer has a valid City of Coachella Business Tax Receipt prior to the execution of the contract

### **SAFETY**

Contractor shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

A. Contractor shall execute and perform the work under this Agreement so as to avoid injury or damage to any person or property. Any and/or all acts or omissions of the Contractor, Contractor's employees, or any person/entity acting under Contractor's direction and control resulting in a failure to adequately protect public health and safety shall result in a **\$200 Performance Deficiency Deduction** per occurrence.

B. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including but not limited to:

1. Federal Occupational Safety and Health Act (OSHA), and;
2. California Occupational Safety and Health Act (Cal OSHA), and;
3. California Division of Industrial Safety Orders (CDIS), and;
4. California Department of Food and Agriculture (CDFA) Laws and Regulations, and;
5. California Department of Pesticide Regulation (CDPR) Laws and Regulations, and;
6. Any other applicable governmental law or risk management standards of the City.

Any delays in project completion, fines, legal fees, consulting costs or other losses stemming from actions brought by any of the above referenced regulatory entities against the contractor for work performed under this agreement are the sole responsibility of the Contractor.

C. **SAFETY PROGRAM:** Upon request by the City, the Contractor shall furnish the City with a copy of their California OSHA required Injury and Illness Prevention Plan, or written description of their exemption, before proceeding with any work under this agreement.

D. **CONTROLLING EMPLOYER:** The Contractor shall acknowledge that for the purposes of maintaining compliance with all California OSHA regulations and Standards they are the "controlling employer" for all their work sites.

E. **TRAFFIC CONTROL:** The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public pedestrian and vehicular traffic. The Contractor shall furnish, erect and maintain

such fences, barriers, lights and warning signs as the Parks, Recreation & Building Superintendent, or any duly constituted public safety official may deem necessary. The Contractor shall cooperate with local authorities relative to handling pedestrian and vehicular traffic through the Contractor's work area and shall make his or her own arrangements relative to keeping the work area clear of vehicles.

1. If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of delineators, markers, barricades, or warning/advisory signs regarding the presence of workers near a roadway), the City may immediately suspend all Work until Contractor has met all safety requirements.
2. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement," or the "Work Area Traffic Control Handbook."
3. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.

**F. SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.

1. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 10:00 p.m.
2. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**G. VEHICLES AND CONSTRUCTION/MAINTENANCE EQUIPMENT:** The Contractor shall take all necessary precautions for safe operation of his or her equipment and the protection of the public from injury and damage from such equipment. Contractor vehicles on the job site must be equipped with flashing yellow beacons of the type approved by the City, must display the company name, present a neat, clean, professional appearance, and must be in good working condition.

## PROTECTION OF PROPERTY

- A. EXISTING FACILITIES AND STRUCTURES:** The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.
- B. INCLEMENT WEATHER:** During periods of storms or high winds, the Contractor shall:
1. Adjust Contractor's work force to accomplish those activities that are not affected by the weather. Safety of the work force and damage to the designated landscape areas shall be the prime factors in assignment of this work. Failure to adjust the work force to show good progress on the work shall result in a reduction of payments to reflect only the work actually performed.
  2. Provide supervisory inspection of all designated landscape areas during regular hours to prevent or minimize possible damage from inclement weather.
  3. Submit a report identifying any storm or high wind damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace.
  4. Perform any remedial work required beyond the scope of this contract, to be paid for as Extra Work.
  5. Remove landscape debris and general trash accumulated by high winds or other non-typical environmental conditions. Contractor shall modify the work schedule to complete all the required work within Forty-Eight (48) hours of inclement weather.
- C. CONTRACTOR NEGLECT:** Any damage to the City's property that is determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Dead or missing plants attributable to Contractor's improper care or neglect shall be corrected by Contractor at no additional cost to the City.

## CITY/CONTRACTOR LIAISON & COMMUNICATIONS

- A. CITY REPRESENTATIVE:** The City's primary representative for the purposes of this Agreement shall be the Public Works Director or his/her designee.
- 1. Mailing Address:**
- a. Public Works Department
  - b. City of Coachella

- c. Attn: Maritza Martinez
- d. 53462 Enterprise Way
- e. Coachella, CA 92236
- (760) 501-8111
- 2. **Office Phone:**
- 3. **E-mail:** [mmartinez@coachella.org](mailto:mmartinez@coachella.org)

- B. **CONTRACTOR'S REPRESENTATIVE:** The Contractor shall designate and assign a project manager (hereinafter the "Project Manager"), who shall coordinate all phases of the Work on the Contractor's behalf. The Project Manager shall be available to the City at all reasonable times. The Contractor designates \_\_\_\_\_ to be its Project Manager.
- C. **CITY/CONTRACTOR MEETINGS:** The Public Works Director or his/her designee, and the Contractor's representative will meet on a regular basis, at intervals no greater than 30 calendar days. The purpose of this meeting will be to discuss specific project problems. More frequent contact and/or additional meetings may be required between the Public Works Director or his/her designee and the Project Manager in order to review the execution of special tasks or required work. See also **SPECIFIC TERMS AND CONDITIONS** (Contract-Agreement Exhibit "A") – **Contractor's Work Schedule.**
- D. **LOCAL OFFICE:** The Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and authorized to discuss matters pertaining to this contract with the City. A local office is one that can be reached by telephone without it being a toll call. An answering service or mobile telephone shall not fulfill the requirement for a local office.
- E. **COMMUNICATION DEVICE:** The Contractor's field supervisor, crew chief and irrigators, shall be furnished with a cellular telephone with a two way radio capacity that is compatible to the City's current mobile system. This system must provide field communication directly with the City's personnel.
- F. **WORK SCHEDULES:** The Contractor shall submit a schedule describing Contractor's maintenance operations for review and approval by the City Representative following issuance of a Notice To Proceed. For details, see **SPECIFIC TERMS AND CONDITIONS** (Contract-Agreement Exhibit "A") – **Contractor's Work Schedule.**
- G. **EMERGENCY NUMBERS AND CALLOUTS:** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
  - 1. In the event that emergency work is required, the Contractor shall notify the Public Works Director or his/her designee by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed. Answering service is not acceptable for emergency calls after working hours or on weekends.
  - 2. In situations involving emergency work after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the



site within two (2) hours. Contractor's vehicle shall carry sufficient equipment to safely control traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

3. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for Twenty-Four (24) hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change. Failure to provide the City with current emergency information within the Twelve (12) hour period shall result in a Two Hundred Dollar **(\$200) PERFORMANCE DEFICIENCY DEDUCTION** per occurrence.
4. Emergency response defined:
  - By City's Representative
  - By prior agreement
  - Public health/safety matters\*

\*Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

## **PERSONNEL**

- A. The Work shall be performed by Contractor or under Contractor's supervision. The Contractor represents that Contractor possesses the personnel required to perform the Work, and shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.
- B. The personnel performing the Work on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control.
- C. The Contractor shall pay all personnel expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies and all other amounts due such personnel or due others as a result of the performance by such personnel of the Work.

### Personnel - Special Requirements

- A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- B. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.

- C. All irrigation personnel shall be capable of verbal and written communication in a professional level of English.

## **DRESS CODE AND APPEARANCE – CONTRACTOR IDENTIFICATION**

- A. Contractor’s personnel shall present a neat and clean appearance at all times.
- B. All Contractors’ personnel shall be required at all times to wear shirts trousers, and footwear appropriate for work tasks being performed.
- C. Short pants may be substituted for trousers during the summer months, if they provide adequate protection for work tasks being performed.
- D. A reflective, high visibility “safety” jacket shall be furnished to Contractor’s personnel during cool weather.
- E. Uniform shirts shall bear the company name and the employee’s name.
- F. Safety vests bearing company name are not considered as part of the uniform, but shall be required in compliance with this contract document.
- G. Failure of an employee to wear a uniform or safety vest shall result in a **\$200 PERFORMANCE DEFICIENCY DEDUCTION** per employee, per occurrence.
- H. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

## **PERFORMANCE DEFICIENCIES AND REDUCTIONS IN PAYMENT**

The City of Coachella has set up very specific criteria with which to evaluate the performance of the Contractor on a weekly basis.

- A. If performance by the Contractor is deficient, the City reserves the right to subtract a cost from the monthly billing.
- B. Since it is difficult to quantify and assess a value to every aspect of the work, the City shall implement a **standard \$200 cost per day, or \$200 per day per acre not maintenance as per established schedule, or \$200 per occurrence,** as noted in the GENERAL and SPECIFIC TERMS & CONDITIONS.
- C. These actions shall not be construed as a penalty, but as an adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection or other related costs arising from the Contractor’s failure to complete the work according to specifications and/or schedules.

**The following list of deficiencies is not exhaustive. The Contractor is responsible for familiarizing himself/herself and his/her employees and subcontractors (if any) with Performance Deficiency items as set forth with more particularity throughout the Agreement’s GENERAL and SPECIFIC TERMS & CONDITIONS.**

- D. Lack of compliance to specifications, including but not limited to:
  - 1. Failure to adhere to FREQUENCY SCHEDULE. Variances may be approved by request. Delays due to inclement weather will be considered.
  - 2. Failure to provide submit proposed schedule changes.
  - 3. Failure to provide changes in Contractor’s staff contact person.

4. Failure to submit monthly schedules and reports.
  5. Failure to adjust workforce and schedules due to inclement weather.
  6. Failure to protect public health & safety.
  7. Failure of Contractor's personnel to wear uniforms and appropriate safety gear.
  8. Failure to re-stake trees.
  9. Failure to rake decomposed granite planters and pathways.
  10. Failure to mow, edge, & trim turfgrass areas.
  11. Failure to remove weeds.
  12. Failure to remove debris, trash, and litter.
  13. Failure to separate trash & greenwaste.
  14. Failure to adhere to City's NPDES BMP's.
- E. Recurrent levies of Deficient performance payment reductions may be considered and Event of Default. See also - **CONTRACT-AGREEMENT**, and **GENERAL TERMS & CONDITIONS** below.
- F. The City reserves the right to add, remove, change, revise, or otherwise modify and/or amend the Performance Deficiency Deductions and Reductions in Payment as set forth in the General and Specific Terms & Conditions of this Agreement.

## **ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS**

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The Contractor agrees that as additional landscaped areas are added to the contract, the Contractor shall maintain such additional landscaped areas in accordance with the terms of this Agreement at the rates specified in the **CONTRACTOR'S PROPOSAL** (Contract Agreement Exhibit "C"), and incorporated herein by this reference.

## **END OF GENERAL TERMS AND CONDITIONS**

## SPECIFIC TERMS AND CONDITIONS

### SCOPE OF WORK

These Specific Terms and Conditions (hereinafter referred to as “specifications”) establish the City of Coachella’s standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit “A”. Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

#### 1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of Bagdouma Park work sites according to each site schedule including, but not limited to, the following:
  - i. Prune, shape and trim shrubs, vines and ground cover plants.
  - ii. Control weeds.
  - iii. Mow and edge turf grass and blow hardscape clean.
  - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
  - v. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
  - vi. Maintain all work sites in a safe, attractive and usable condition.
  - vii. Empty trash cans and remove letter **at each site**.
  - viii. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
  - ix. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
  - x. Contractors shall attend a mandatory inspectors’ meeting each week in order to receive important information and resolve any problems.
  - xi. Contractor shall complete and submit a monthly Site Inspection form **per each site**.
  - xiii. Contractor shall examine each playground wood chip surface area and any litter/unwanted material removed. Wood chips are to be raked and care taken to ensure an even dispersion of the chip. Weeds shall be removed immediately.

- xiv. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

## **CONTRACTOR'S LICENSE REQUIREMENTS**

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

## **MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS**

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as

noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

## CONTRACTOR’S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi  
Daily    Weekly    Monthly    Quarterly    Annually

		1x &/or 2x				
Mowing and Edging						
Litter Removal	X					
Weed Control			X			
Minor Tree Pruning				X		
Ground Cover Edge/Trim			X			
Shrub Trimming			X			
DG & Wood Chip Raking			X			
Parkway Area Main.			X			
Overseeding (triple blend)						2x
Fertilization Application					X	
Herbicide Application						
Pest Control				X		
Hardscape Surfaces		X				

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City,

hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

## Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walkthrough of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
  1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
  2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
  3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
  1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
  2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
  3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence..**
  4. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a \$200 Performance Deficiency Deduction per occurrence.

## **SAFETY**

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

## **REPORTING DAMAGE/MALFUNCTION/VANDALISM**

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

## **STORAGE FACILITIES**

The City of Coachella shall not provide any storage facilities for the Contractors.

## **PLANT MAINTENANCE**

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.



## TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. **NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.
- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

## SHRUB MAINTENANCE

### A. Pruning

1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
3. Pruning shall be done with sharp pruning tools and no weed eaters.
4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
8. Care shall be taken to prevent soil build-up around the crown of shrubs.
9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
11. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography.

### B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

### C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

### D. Fertilization

**SEE FERTILIZER APPLICATIONS** Section below.

### E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

## TURF GRASS MAINTENANCE

### A. General

#### 1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
  - a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
  - b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
  - c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

#### 2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.

- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Contractor to provide seed.

## GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

## WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.
- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

## PEST CONTROL

### General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are

necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

### **Application of Pesticides**

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative. Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.

H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.

I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:

1. The pest to be controlled
2. Method of control
3. Copies of the product labels
4. MSDS Sheets
5. A frequency schedule
6. A copy of the PCA recommendation

J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10<sup>th</sup> of every month for the preceding month.

K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

## **Herbicides**

**Weeds must be removed upon appearance.** Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with

a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

### **Insecticides/Fungicides**

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

## **FERTILIZER APPLICATIONS**

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.



- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.
- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

## LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. every day at all sites.
- This includes all debris discarded by the public during the use of the facility.
  - Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
  - Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted areas on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency

Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.

- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
1. No debris will be all allowed to remain at the end of the workday.
  2. All surfaces will be raked or swept after litter and/or weeds are removed.
  3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
  4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
  5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
  6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
  2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.- *Public Education and Outreach viii, Permittees' Employees*, for each day of

which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

## **SIDEWALK / HARDSCAPE AREA CLEANING**

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

## **RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)**

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

## **RESURFACING AND RAKING OF WOOD CHIPS**

- A. All work associated with the maintenance and repair of wood chip surfaces include playground areas.
- B. Rake, clean, evenly disperse wood chips using manual methods to achieve a smooth, level and uniform surface.
- C. All wood chip surfaces will be maintained free from weeds, debris or moisture.
- D. In the event of flooding that displaces wood chips, the displaced chips shall be gathered, cleaned of any unwanted material and redistributed to the playground area.

## **DRAINAGE FACILITIES**

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage.

Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

**SPECIFIC TERMS & CONDITIONS**

**GREEN WASTE**

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor’s monthly report.

**EXTRA WORK**

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
  - A. Work will be executed under the direction of the Contractor’s maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
  - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:

- C. City will issue work request for such extra work to be performed.
  - D. Extra work may include, but is not limited to, the following:
    - a. Changing Light Fixtures
    - b. Changing light bulbs
    - c. Installing hardware
  - E. Repairs due to vandalism
  - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
- Extra work must be approved by the City Representative in writing.**

## **GUARANTEE AND / OR REPLACEMENT POLICY**

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

## **END OF SPECIFIC TERMS AND CONDITIONS**

**CITY OF COACHELLA  
MAINTENANCE SERVICES AGREEMENT - TEMPLATE**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236 (“City”) and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the [\*\*\*INSERT NAME OF PROJECT\*\*\*] project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [\*\*\*INSERT TYPE OF SERVICES\*\*\*] maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*], unless earlier terminated as provided herein. [\*\*\*INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.\*\*\*] Contractor shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Incorporation of Documents. The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: [\*\*\*REMOVE DOCUMENT LISTED IF NOT APPLICABLE TO THIS CONTRACT OR ADD AS NEEDED, I.E. STANDARD PLANS, CALTRANS, MUTCD\*\*\*]

- Change Orders executed by the City
- Addenda, if any
- Maintenance Services Agreement
- Specific Terms and Conditions
- General Terms and Conditions
- Scope of Services (Exhibit "A")
- Schedule of Services (Exhibit "B")
- Compensation (Exhibit "C")
- Performance and Payment Bond (Exhibit "D")
- Special Provisions (Exhibit "E")
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- The Notice Inviting Proposals, if any
- The Request for Proposals, if any
- Contractor's Proposal

3.1.4 Precedence. To the extent there is a conflict between any portions of the Contract Documents, the order of precedence shall be in the order set forth above.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall

respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative" or "Engineer"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement and all communications given to the Contractor's Representative shall be as binding as if given to the Contractor. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. The Contractor's Representative shall be present on the work site at all times as required to perform adequate supervision and coordination of the work. Contractor shall not change its Contractor's Representative without written approval of Engineer.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or



which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. [\*\*\*INCLUDE THE FOLLOWING SENTENCE ONLY IF YOU'RE INCLUDING LD'S – DELETE OTHERWISE – DON'T SIMPLY INSERT \$0; ALSO DELETE "AND LIQUIDATED DAMAGES" FROM TITLE OF SECTION \*\*\*]Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] Dollars (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and

shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all

applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions

limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City of

Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.2.15 Work Site.

3.2.15.1 Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information available to the Contractor and furnished by the City and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any maintenance activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

3.2.15.2 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.3 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.4 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act



sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) without written approval of City's [\*\*\*INSERT TITLE\*\*\*]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Agreement.

3.3.2.1 Retainer. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code

Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement; Temporary Suspension of Work**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Temporary Suspension of Work. The Engineer may order the Contractor to suspend the work on the project, wholly or in part, for such period of time as he may deem necessary due to unsuitable weather or to such other conditions as may be considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure of the Contractor to carry out orders given or to perform any provision of the contract. The Contractor shall immediately comply with the order of the Engineer to suspend the work, wholly or in part, as the order may provide. Work shall be resumed when conditions are favorable or when the methods have been corrected, as ordered or approved in writing by the Engineer.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]

**City:**

City of Coachella  
53-990 Enterprise Way  
Coachella, CA 92236  
Attn: [\*\*\*INSERT NAME & DEPARTMENT\*\*\*]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Anti-Trust Claims. This provision shall be operative if this Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

**CITY OF COACHELLA**

**[\*\*\*INSERT NAME OF CONSULTANT\*\*\*]  
[\*\*\*INSERT NAME OF LEGAL ENTITY\*\*\*]**

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

[IF CORPORATION, TWO SIGNATURES,  
PRESIDENT **OR** VICE PRESIDENT **AND**  
SECRETARY **OR** TREASURER **REQUIRED**]

By: \_\_\_\_\_

ATTEST:

Its: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Printed Name: \_\_\_\_\_

[DELETE THE FOLLOWING SIGNATURE  
LINE AND SECOND NOTARY  
ACKNOWLEDGEMENT IF SECOND  
SIGNATURE NOT **REQUIRED**]

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Contractor's License Number and  
Classification

\_\_\_\_\_  
DIR Registration Number *(if applicable)*

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**  
**[\*\*INSERT SCHEDULE\*\*]**

**EXHIBIT "C"**  
**COMPENSATION**

**[\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*]**

**EXHIBIT "D"**

**PAYMENT AND PERFORMANCE BONDS**

[\*\*\*SEE SECTION 3.2.13 ABOVE; IF NO BOND REQUIREMENTS ARE REQUIRED, REMOVE BONDS AND INSERT "NOT APPLICABLE"\*\*\*]

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

**[SIGNATURE ON NEXT PAGE]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary 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 truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, 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 acknowledged 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 of Notary Public

\_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)       Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)\_\_\_\_\_

Contractor/ Principal

By\_\_\_\_\_

Title\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By\_\_\_\_\_

Attorney-in-Fact

Title\_\_\_\_\_

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NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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COUNTY OF \_\_\_\_\_

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WITNESS my hand and official seal.

Signature of Notary Public

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- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)  Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
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Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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**EXHIBIT "E"**

**SPECIAL PROVISIONS**

**[\*\*\*THE SPECIAL PROVISIONS CAN BE UPDATED AS NEEDED ON EACH PROJECT;  
THEY MODIFY THE GENERAL CONDITIONS IN THE AGREEMENT\*\*\*]**

# Bagdouma Parks Address and Acreage

1. Bagdouma - 51-723 Douma Street, Coachella CA
  - a. 46 Acres

