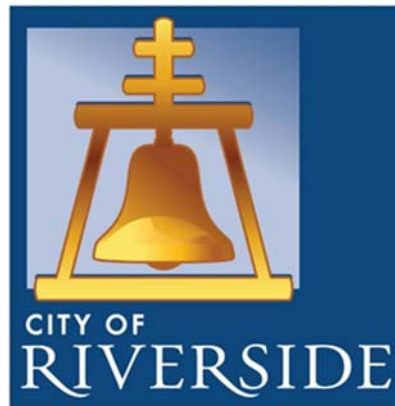


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

**LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR
VICTORIA AVENUE PARKWAYS AND MEDIANS**

RFP No. 1906



City of Arts & Innovation

ISSUED BY

City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

March 28, 2019

Request for Proposals

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1. Introduction/Purpose

The City of Riverside ("City") is seeking a qualified entity or individual ("Company") to provide complete landscape maintenance services for the Victoria Avenue Parkways and Medians. The area consists of approximately 22.50 acres of various landscape materials. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

2. Schedule of Events

It is the goal of the City to select and retain a Company by June 30, 2019. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	March 7, 2019	N/A
Final Questions Due	March 14, 2019	Before 3:00 p.m. PDT
Responses to Questions Released	March 21, 2019	N/A
Proposals Due	March 28, 2019	Before 3:00 p.m. PDT
Interviews, If Needed	Week of April 1, 2019	To be determined
Notification of Tentative Selection	Week of April 8, 2019	N/A
Tentative City Council Meeting to Consider Awarding Contract	June 18, 2019	TBD

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City is located approximately 60 miles east of Los Angeles in western Riverside County, covering some 81 square miles. With nearly 320,000 residents, the City is currently ranked as the twelfth largest city in California and the sixth largest city in Southern California. Riverside is the largest city in, and is at the center of, the region known as the Inland Empire.

The City has approximately 450 acres of City maintained landscapes, approximately 150,000 City maintained Street Trees with over 300 different species spread over 81 square miles and has been recognized by the Arbor Day Foundation as a "Tree City USA" since 1987. The City of Riverside is divided into eight (8) landscape service areas which include Downtown, Municipal Parking Facilities, Victoria Avenue, North Quadrant, South Quadrant, Freeway On and Off Ramps, Sycamore Highlands/Canyon Springs and Riverwalk. This allows the City to attain landscaping operational efficiencies and meet the specialized needs of each landscaped area.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least five (5) years of experience, within the past ten years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "A"). Have not filed for bankruptcy under any business name over the past five (5) years.
- Appear on Prospective Bidders List for this particular procurement. Companies can register at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>
- Companies that fail to appear on the Prospective Bidders List for this RFP will be unable to participate and any proposal submitted by any such Company will not be considered.
- If applicable, Company and/or its key personnel, shall hold an appropriate license (C27 and have at least a Qualified Applicators License) for the Company's discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

The City is seeking landscape and general outside maintenance services for Victoria Avenue parkways and medians. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful company will be required to execute a Professional Consultant Service Agreement ("Agreement"). A sample is attached as Exhibit "B". The

successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted through Planet Bids under the "Q & A" tab prior to the Online Q&A Deadline. Requests submitted after the Q&A Deadline has passed will not be accepted or considered.

The Final day for receipt of questions from the Proposer shall be on or before March 14, 2019, before 3:00 p.m. To ensure fairness and avoid misunderstandings, all communications must be submitted in the manner set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member or City staff, prior to award of a contract by City Council or in any manner other than as directed by Purchasing Staff, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity

can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

All prospective Companies submitting a proposal must appear as a Prospective Bidder. Companies can register at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>. Once registered, Companies must download the RFP under their own name to appear on the Prospective Bidders tab. Companies that fail to appear as a Prospective Bidder for this RFP will not be able to submit a valid proposal. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All required proposal documents and supplementary information shall be uploaded using the City's bidding website prior to event date and time or a proposal will be considered non-responsive.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Equipment List
- Evidence of Insurance
- Safety Plan
- Litigation
- Pricing

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

e. Experience and References

Company shall provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years' of experience, within the past ten years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

The Company must include a response to the Contractor's Qualifications Statement items in their written proposal as listed in Exhibit "C".

f. Equipment List

Upon acceptance of the contract and annually thereafter, Proposer shall furnish the City with a list indicating the equipment to be used for the project. Contractor shall provide vehicles and equipment sufficient in number and capacity to efficiently perform the work required. All vehicles will be of 10 years or less in age. All vehicles and equipment used for work in the City of Riverside shall meet all current California State and Federal standards for safety, emission and noise. On road vehicles shall be equipped with Particulate Matter (PM) traps as required by the California Air Resource Board (CARB). All portable equipment over 49 Horse Power shall be properly registered with the CARB Portable Equipment Registration Program (PERP), and any off-road equipment must be registered under the CARB In-Use-Off-Road doors program and have proper Equipment Identification Numbers displayed. All Manlift trucks are to be properly OSHA certified annually by a licensed certified OSHA inspector. All crane trucks must be properly OSHA certified both annually and quarterly with weight certification by a licensed certified OSHA inspector.

All vehicles used by the Contractor shall be registered with the California Department of Motor Vehicles. City reserves the right to inspect all equipment proposed to be used for the project.

Contractor shall use alternate fuel and purpose a plan within 90 days of implementation of contract to reduce emissions by using alternate fuels by a minimum of 5% for vehicles and/or equipment. City shall reserve the right to increase the alternate fuel requirement in subsequent amendments.

g. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

h. Safety Plan

Safety is of the utmost importance to the City. Therefore, all proposals shall include a detailed safety plan. The plan shall describe how the Proposer ensures the safety of employees and residents while performing the scope of work described herein. The plan must also include regular safety training, a description of general safety equipment used, and must display knowledge of proper traffic control and how to properly delineate a work space.

i. Litigation

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services

require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five (5) years.

j. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to complete all work contemplated and embraced under this RFP (as indicated in Exhibit "D" Compensation Schedule). Quantities listed in this RFP are estimates, and no claim shall be made against the City for excess or deficiency therein, actual or relative.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the proposal. Addenda notifications will be provided to those Companies appearing on the Prospective Bidders listing.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in the City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (20%)
- b. Pricing (15%)
- c. Experience (Projects of similar size and scope) (30%)
- d. Approach and Methodology (30%)

e. Scope of services to be provided in addition to those required by this RFP (5%)

If needed, interviews will be scheduled in accordance with the Table in Section 2.

The most qualified respondent(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal. The City may make inquiries as it deems necessary to determine a firm's ability to perform the work and the firm shall furnish the City all such information for this purpose if it wishes to be in consideration. The interview, if held, will be scored using the same categories for evaluation as the proposals. The City retains the right to alter the weight of the evaluation criteria prior to conducting interviews. The highest rated proposer of the interview phase shall be considered the selected Company.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall be from July 1, 2019 through June 30, 2022, with the option to extend for two (2) additional 1-year terms not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT "A"

Scope of Services

SCOPE OF SERVICES

Proposers shall submit a detailed description of landscape and general outside maintenance services for the Victoria Avenue parkways and medians within the City of Riverside. The selected Company shall furnish all labor, insurance, supervision, training, and incidentals necessary to provide said service.

1. Commencement of Work

- A. Unless otherwise specified, the Contract time shall commence upon the date of issuance of the City's written Notice to Proceed. The Contractor shall commence work within 7 calendar days thereafter or on the date stipulated in the Notice to Proceed. The Notice to Proceed shall also constitute the first notice to the Contractor to bring the site(s) into compliance with the Specifications at no additional cost to the City.
- B. The Notice to Proceed will not be issued until the Contract is properly executed, and all required bonds and insurance certificates have been submitted and approved.

2. Hours of Operation

The Contractor shall accomplish all maintenance required under this RFP between the hours of 7:00 a.m. and 5:00 pm., Monday through Friday, except as where noted in the Minimum Frequency Schedules (Exhibit "H").

Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours. No maintenance functions that generate excessive noise shall be commenced before 8:00 a.m. in residential areas.

The contractor shall schedule its operations so as not to interfere with the public's use of the Maintained Areas. Contractor shall conduct its operations so as to provide maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

The Contractor shall comply with the City's National Pollutant Discharge Permit (NPDES) at all times.

The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable execution of the work.

A. Climatic Conditions

The Landscape Maintenance Inspector may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time and work may be prorated on a day to day basis.

No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the Contract or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Landscape Maintenance Inspector and the Contractor on each day that work is suspended.

B. Safety Hazards

The Urban Forester Manager may suspend operations if he/she determines that an imminent safety hazard exists.

3. Proposed Costs

The monthly prices and lump sum amounts to be paid for the area listed in the Compensation Schedules (Exhibit "D") shall include full compensation for furnishing all labor, materials, supplies, trash bags, tools, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and water control, clean-up and all other items incidental to the work.

4. Work to be Done by Contractor

The Contractor shall have the duty to mow, edge, rake, trim, aerate, overseed, fertilize, renovate and dethatch turf areas, inspect, adjust and make repairs to all irrigation systems from the water meter out and electrical POC and out, skirting of trees and the removal of sucker growth, to provide weed control, disease control, rodent pest control, removal of trash and debris including Palm fronds and tree debris will be picked up and removed from the Victoria Avenue Parkways and Medians. Contractor shall also be required to maintain hard surface areas, including pathways, unimproved parkways, curbs, gutters, and maintain buffer zones and sidewalks and to provide miscellaneous maintenance activities in Maintained Landscaped Areas. All backflows shall be

painted Forest green, and valve boxes identified on curb face annually to be performed in winter at no additional cost to the City.

A. TREES

The Contractor shall be responsible for providing minimal tree trimming and maintenance. Minimal maintenance is described as removing suckers, re-staking or re-tying trees, skirting for height, shaping and removal of downed trees and stumps. Height determinations will be provided by the City. Contractor shall:

1. Trim, shape, and prune trees up to 15' to maintain a safe, healthy, reasonable appearance as directed to maintain a safe, healthy, reasonable appearance.
2. Raise trees for clearance as directed by area Inspector to maintain a safe, healthy, reasonable appearance on all Parkways and Medians.
3. All sucker growth is to be removed from trees as it occurs.
4. Control Pests and Diseases as needed. Fire blight is a problem on the Avenue and appropriate horticultural steps should be taken to control the spread of the disease.
5. Remove all dead, diseased, or damaged branches back to a side branch.
6. Stake and support trees only when necessary stakes and ties shall be supplied by contractor at no additional cost to the City. (Remove stakes as needed.)
7. All guy lines and ties shall be checked frequently to avoid girdling.
8. Application of an iron chelate fertilizer shall be used as needed throughout the year, where necessary to maintain healthy, vigorous growth and good foliage. Pay special attention to the Magnolia soulangianas. Other micronutrient applications may be needed for the citrus trees.
9. Irrigate as required to maintain adequate, healthy growth to maintain a reasonable appearance.

B. RAGGED ROBIN ROSES ARE PART OF THE HERITAGE OF THIS AVENUE

1. The Ragged Robin Roses must be given special attention. The contractor may be called upon during the fall and winter, to take cuttings in

conjunction with volunteers and/or contractor to replace missing roses at no additional cost to the City.

2. These Roses will be manually pruned annually in the winter (starting in December) and completed by February 10th. The deadline may be extended only based on how many rain days occur (during the week – Monday thru Friday) from the start of the pruning time period. If the deadline is not met, \$500.00 per day deductions will be made until all the roses are pruned. Roses are to be pruned down to a height which is to be determined and approved by the Landscape Maintenance Inspector. The old rose canes are to be selectively removed to encourage the growth of new ones; five to seven healthy canes should remain. The roses are **not** to be hedge trimmed. All debris from pruning shall be removed from the site on a daily basis.
3. The Roses will need to be pruned along their sides to keep road clearance. Every attempt should be made to remove the entire cane or cut to a side node so as not to encourage inward growth.
4. Some Roses will need to be kept trimmed to approximately 30 inches for a distance of 150 feet for sight clearance at intersections. All final cuts are to be made with loppers or hand pruners.
5. The use of Roundup around these roses is strictly prohibited.
6. These roses are to be fertilized with a liquid fertilizer as per the schedule laid out for shrubs.
7. Irrigate as required to maintain adequate, healthy growth to maintain a reasonable appearance.
8. All Rose areas are to be kept weed free.
9. All Rose areas to be kept free of gophers.
10. All Rose areas are to be kept free of pests and insects.
11. All rose areas are to be kept free of diseases.

C. CARPET ROSES AND HYBRID ROSES

1. There are both carpet roses and hybrid tea roses on the Avenue that will be maintained to encourage maximum flower production.
2. Hybrid roses will be manually pruned to remove old canes and to lower

the existing healthy canes annually between December and February 10th or as directed according to proper horticultural practices for winter pruning.

3. The use of Roundup around these roses is strictly prohibited.
4. The hybrid roses will be kept "dead headed" (removal of dead flowers) on a weekly basis.
5. The carpet roses do not need to be dead headed as they form hips that are attractive. Annually in February, remove the hips and prune the rose only to maintain their form. These roses do not require severe pruning.
6. Fertilize according to the schedule laid out for shrubs.
7. Control pests and diseases.
8. Control gophers.
9. Provide sufficient irrigation to maintain adequate, healthy growth and a reasonable appearance.

D. IRRIGATION SYSTEM

1. The majority of the irrigation system is drip irrigation.
2. Weekly check drip lines for breaks and clogs.
3. Drip filters are to be cleaned quarterly or as needed.
4. Pressure regulators are to be checked quarterly or as needed.
5. Follow general specification guidelines for irrigation as outlined in the General Specifications Section.
6. Change batteries twice annually in battery operated clocks during Daylight savings periods.
7. Manual irrigation may be required as directed as noted in inventory sheets.
8. All backflows shall be painted Forest green, electrical boxes painted with appropriate paint and valve boxes identified on curb face annually to be reformed in winter at no additional cost to the City.

E. PATHS

1. All paths shall be swept and cleaned and excess dirt removed once a week to maintain cleanliness, and provide a safe surface for bicyclists and walkers. Potentially hazardous conditions shall be reported immediately to the Public Works Department.
2. DG paths are to be kept clean and free of weeds and debris. Any erosion will be repaired with like material and restored to a smooth, hard, and level surface at no additional cost to the City.
3. Medians are to be kept clean and free of trash, weeds, and debris. Raking is to be completed as needed.

F. SITE FURNISHINGS

1. Dog Waste Stations will be kept stocked with bags as needed. Total of seven (7) stations. Doggie bags will be provided by the City.
2. Trashcans will be emptied and supplied with new bags as needed. Total of nine (9) wooden trash containers. Contractor is to provide trash liners.

G. TURF MAINTENANCE

1. Turf Mowing
All turf maintained under the Contract shall be mowed with adequately sharpened power rotary mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Recycler mowers shall only be used upon acceptance by the City. All visible clippings and debris shall be removed concurrent with mowing operations.
2. Frequency
Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed, but at intervals of no less than described in the frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Inspector for reasons of rain or prolonged cold. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) workdays. Any mowing missed and not completed during the week shall be deducted from the monthly billing statement at a rate of 25% of the total monthly maintenance cost.

3. Cutting Height

Cutting heights shall be adjusted according to the type of grass in accordance with the following:

Bluegrass and Fescue	2"
St. Augustine	2"
Bermuda	3/4"- 1 1/2"
Rye	2 1/2"
Zoysia	1/2" - 1"

Creeping Red Fescue Grasses shall be cut back and trimmed annually.

4. Edging

All turf grass borders shall be neatly and uniformly edged or trimmed concurrently with every mowing. This shall apply to the edge of grass along sidewalks, curbs, shrub and flowerbeds, driveways, other hardscape, and walls. Where trees occur in turf areas, all grass shall be removed 4 inch diameter from the trunks of trees by an approved method whether it be approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks by the Contractor at no additional cost to the City to reduce weed growth. Weed eaters may not be used to clear turf around trees or sprinklers. Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical or hand methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned immediately upon completion of the mowing.

- a. Mechanical Edging - Mechanical methods shall be used except where physically not possible or practical.
- b. Chemical Edging - Chemical applications shall be used on areas such as planters, buildings, around trees, along asphalt trails/paths, fence lines etc. Chemical edging will only be permitted where mechanical methods are impossible. Contractor shall use non-restricted chemicals only to perform chemical edging.

Prior to the application of chemicals, all areas shall be trimmed to the proper heights.

5. Fertilization

A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occur as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application.

6. Reseeding

- a. All areas to be reseeded shall be raked or verticut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.
- b. Areas to be reseeded shall be fertilized to provide one (1) to one and one-half ($1 \frac{1}{2}$) pounds of nitrogen per thousand square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the Landscape Maintenance Inspector.
- c. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeded. Seed quality shall meet the minimum requirements established by the Riverside County Department of Agriculture. No seed shall be applied without prior verification of seed quality by the Inspector.
- d. Once seed has been applied, Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil condition. Seed shall then be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture. Mulch for seed topping shall be nitrated wood shavings such as "Kellogg's Topper" or City-approved equal. Contractor will be required to adjust the irrigation schedule to ensure adequate moisture to guarantee 100% germination. Cost of overseeding shall be included in the contract price. Bare or sparse turf areas shall be reseeded by the Contractor on an as needed basis, at the request of the City at no additional cost.

7. Seasonal Overseeding

All turf areas shall be reseeded to re-establish turf to an acceptable condition annually. Warm season turf areas shall be overseeded in October and all cool season grasses shall be over seeded during the early spring months as specified in the Minimum Frequency Schedule. Additionally, all bare and/or sparse turf areas shall be over seeded throughout the term of the Contract, at the City's request. All areas to be reseeded shall be verticut to remove all thatch and to provide a

rough seedbed suitable for seeding. Once the seed has been applied, seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrated wood shavings such as "Kellogg's Topper" or City-approved equal. Contractor will be required to adjust the irrigation schedule to ensure adequate moisture to guarantee 100% germination.

8. Dethatching

Dethatching shall be accomplished by the use of a dethatching implement or vertical mower machine. The degree of thatch removal shall be determined by the City immediately prior to the start of dethatching operations. All equipment used must be approved by the City a minimum of one-week prior to use.

All thatch and debris shall be picked up and disposed of offsite or pulverized prior to the end of each work day.

9. Aeration

An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occur twice per year, March and June, by removing $\frac{3}{4}$ inch diameter by 4 inch deep cores of sod, with an aerator at not more than 6 inch spacing. The schedule will be submitted to the City for approval. Vibratory spikes will not be allowed. All equipment used must be approved by the City a minimum of one-week prior to use. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating. Contractor shall be responsible for the disposal of aeration debris.

10. Clipping Pick-up

All grass clippings shall be collected and removed from the site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

11. Waste Disposal and General Clean-up

All areas shall have leaves and debris raked once a week. Leaves, fronds, paper, weeds, and other debris will be removed from all the landscaped areas and disposed of off site

This area is subject to high winds on occasions and fallen trees, limbs, and fronds will need to be disposed of as soon as possible. At the end of each working day, workers will clean sidewalks, roadways, and any other areas littered or soiled by their maintenance operations no debris piles shall be left overnight. All glass, leaves, paper and other debris shall be removed and disposed of offsite prior to mowing.

All walkways, roadways, trails or other areas dirtied by miscellaneous turf maintenance operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's maintenance operations or the end of the day, whichever occurs first. All debris generated from Contractors operations shall be picked up and disposed of offsite. No debris shall be blown into streets and roadways.

12. Green Waste and Recycling

Contractor shall be required to submit a waste generation report with each invoice defining tonnage of waste disposal. Only waste from within the City limits shall be on report and invoiced. Contractor shall dispose of all solid waste, green waste, debris and recyclables at the Robert A. Nelson Transfer Station, located at 1830 Agua Mansa Road, Riverside, California. No debris shall be blown into streets and roadways.

H. IRRIGATION

1. Irrigation Schedules

Unless otherwise authorized by the Landscape Maintenance Inspector, all irrigation shall be scheduled to activate during non-peak traffic periods and no water is to run on weekends without prior notice. Medians and parkways areas with overhead irrigation shall be irrigated between 9:00 p.m. and 7:00 a.m.; frequent intervals may be required to reduce irrigation runoff. Drip irrigation can be scheduled to run at any time during the day and/or night. Contractor shall be required to respond to turn off irrigation system during times of inclement weather and in cases of emergency. Response time shall not exceed 60 minutes, at no additional cost to the City.

The Contractor is required to submit irrigation schedules for all areas maintained under this Contract, including manual areas. The schedule shall include station number, water time, cycle start time and any damage/repair to the system. Schedules are due on the first day of each month. Failure to submit the schedules will result in a \$100.00 penalty per incident.

2. Plant Irrigation Requirements

Contractor shall be responsible to irrigate all landscaped areas as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintain a lush green appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions that affect day and night watering. This may include daytime watering during winter weather to prevent icy

conditions and manual operation of the irrigation system during periods of prolonged heat. Contractor shall be responsible to manually irrigate areas that do not have automatic irrigation systems. No actual changes will be implemented without the prior approval of the City.

3. Manual Watering

Watering may be required for landscaped areas with temporary irrigation systems failures shall be conducted in accordance with the following:

- a. There shall be minimal drift onto private property or roadways caused from wind.
- b. There shall be no interference with other field maintenance activities, special event activities or public usage.
- c. Contractor shall be responsible for obtaining water for the manual watering at their expense.

The Contractor shall manually irrigate all tree wells and other non-irrigated locations to maintain healthy plant material. Care shall be taken to avoid running water onto sidewalks and hard surface areas.

4. Special Watering

Special watering required for landscaped areas without irrigation systems during daytime hours and for landscape areas without automatic controllers or irrigation systems such as after fertilization, during periods of extreme dryness or heat and during manual irrigation cycles shall be conducted in accordance with the following:

- a. Prior approval must be given by the Urban Forester Manager or his/her designated representative.
- b. There shall be minimal drift onto private property or roadways caused from wind.
- c. There shall be no interference with other field maintenance activities, special event activities or public usage.
- d. There shall be irrigation personnel present at each location until the watering cycle is completed.

5. Irrigation System Components

Replacement of irrigation components shall be with products of the same size and quality. Substitutions must be approved in writing by the

Landscape Maintenance Inspector, prior to installation. Contractor shall be required to purchase all parts and will bill the City at Contractor's cost with no mark up. Contractor shall be required to keep a reasonable supply of irrigation components "in stock" for routine repairs and the replacement of worn parts. Contractor must submit all irrigation receipts with monthly invoices.

6. Irrigation System Testing

- a. The entire irrigation system shall be checked on a weekly basis following mowing and repairs completed within 24 hours.
- b. A schedule shall be submitted at the start of the Contract showing the location, day of week and time of day that each system will be tested and operated. Any changes shall be submitted for approval prior to enactment.
- c. All systems shall be adjusted to provide adequate coverage of all landscape areas; prevent runoff and/or erosion; and prevent watering roadways, hard surface areas and private property.
- d. All system malfunctions, damage, and obstructions shall be reported by the end of the workday and repairs completed within 24 hours.
- e. In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
- f. The Contractor shall use caution signs whenever the irrigation system is being operated, repaired or tested during day light hours. Signs are to be kept in good clean condition and graffiti free by the Contractor.
- g. Repairs needed due to traffic collisions will be billed as Extra Work.
- h. Parts for repairs due to vandalism, with prior approval of the Landscape Maintenance Inspector will be billed at wholesale cost. Irrigation controllers shall be adjusted as needed to minimize water consumption.

7. Irrigation System Maintenance

Contractor shall be responsible for maintaining the entire irrigation system to include all components from the connection at the meter and onward. This coverage applies to all controllers, valve wires, remote control valves, gate valves, flow sensors, main and lateral lines, fertilizer injectors, sprinkler heads, weather sensing devices, and

moisture sensing devices. Contractor shall be responsible for maintaining all systems within the jurisdiction of the Contract documents and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, valve and controller maintenance, including controller wires and tracing of wires if needed, replacement of irrigation controller batteries twice annually during daylight savings periods or as needed and re-programming of irrigation controllers. All backflows shall be painted Forest green, and valve boxes identified on curb face annually to be reformed in winter at no additional cost to the City.

8. Products

All products must be approved by the Landscape Maintenance Inspector prior to installation. Contractor shall be required to purchase all parts and will bill the City at Contractor's cost with no mark up. Contractor shall be required to keep an ample supply of routine products "in stock". Contractor must submit all irrigation receipts with monthly invoices.

9. Trained Personnel

Contractor shall provide personnel fully trained in all phases irrigation systems operation, maintenance, adjustments and repair; in all types of components to include electric and battery operated control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment. Irrigation technician shall be able to communicate both orally and in writing in English.

10. Damages From Irrigation

All damages resulting from under or over watering shall be repaired at the Contractor's expense.

11. City Requests

Contractor shall respond within 1 hour of any request by the City to turn on/off irrigation systems, particularly in respect to rainfall.

12. Compliance with AB325 "Model Water Irrigation Ordinance"

Contractor shall be required to comply with all restrictions associated with Assembly Bill 325. To include audits and efficiency standards for all landscape areas.

I. FERTILIZATION

1. Turf

A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occur as often as

necessary to maintain the turf in a vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule". The schedule along with specific nutrient recommendations will be submitted to the City for approval seven (7) days prior to application.

November through March apply 22-3-9 Nitra King turf fertilizer and April through October apply 16-6-8 Turf Supreme or City approved equal. Fertilizer shall be applied at the rate of one (1) pound of actual nitrogen per 1000 square feet.

Fertilizer shall be free flowing material. Material which has become caked or otherwise damaged shall not be used.

Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

2. Ground Cover Areas

All ground cover areas will be broadcast as described in the Frequency Schedules and shall be applied at a rate required by the manufacturer. Application of additional fertilizers may be required in order to maintain plant material in a healthy condition.

3. Trees, Vines, and Shrub Areas

Fertilization of all shrubs shall be done as described in the Frequency Schedule with a balanced fertilizer (example: 15-15-15+ minors). Fertilizers will be applied within drip line of all trees when applicable.

4. Annual Flower Beds/Hydroseeded Areas

All annual beds are to be fertilized with Grow Power, or City approved equal, concurrent with the plants blooming cycle (a minimum of three growing periods per year). Contractor shall be responsible to change out annual plants upon request by the City. Replacement plants will be supplied by the City.

J. CHEMICAL APPLICATION

1. Notice of Intent

Chemicals shall be recommended and approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of seven (7) days prior to intended use. No chemical applications shall be

performed until the Inspector's approval is obtained, and a Notice of Intent filed with the Riverside County Department of Agriculture. Failure to obtain authorization from the City will result in a \$200.00 per instance deduction.

2. License and Certificate

Chemicals shall only be applied under the supervision of persons possessing a valid Qualified Applicators License (QAL) and shall be applied only by qualified applicators. Records of all chemical application operations, authorization stating dates, time, methods of applications, chemical formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Riverside County Department of Agriculture regulations.

The Contractor shall be responsible for appropriate personnel having a valid and current Qualified Applicators Certificate (QAC) for the work described in this RFP. Any use of restricted materials shall be in strict accordance with the State Agriculture Rules and Regulations.

3. Drift and Indicator Dye

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application. Whenever herbicides are used, workers shall apply them when air currents are still to prevent herbicides from drifting onto adjoining property, and to prevent any toxic exposure to persons whether or not they are in or on the grounds. When applying Pre and Post Emergence and Turf Broadleaf Herbicides indicator dye must be used in the tank mix.

4. Public Notices

Contractor shall be responsible for posting all notice when chemicals are applied. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

K. WEED CONTROL

1. General

A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Additionally, the Contractor shall be responsible for treating turf areas for fungus control. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a "weed free" condition.

All shrub beds, buffer zones, hard surfaces and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following:

- a. Hand removal
 - b. Cultivation
 - c. Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from site each day and disposed of in a proper, legal manner.
2. Median Islands, Sidewalks, Walkways, Curbs and Gutters
Median islands, sidewalks, walkways, curbs and gutter are to be maintained in a weed free condition. This includes the removal of weeds in all paved or unpaved surfaces of island boundaries and in joints, cracks or other crevices within or adjoining the curb and gutter areas surrounding the common landscape areas in-addition buffer zone areas beyond landscaped areas shall be kept weed free as determined by the Landscape Maintenance Inspector. Sidewalks are to be kept clean at all times. All hardscape areas are to be thoroughly blown off in accordance with the Minimum Frequency Schedules.
3. Tree Wells
Tree wells are to be maintained in a weed free condition at all times. Contractor shall respond to calls with regard to weeds in tree wells within 1 hour.

L. SHRUB MAINTENANCE

1. Pruning
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 Minimum Frequency Schedules. All shrubs shall at all times be free of dead wood, weak, diseased, insect-infested, and damaged limbs. Contractor shall remove all clippings the same day as shrubbery is pruned. Under no circumstances should any shrubs be poodled or bailed. Prune plant materials adjacent to the roadway intersections to provide adequate sight distance for vehicles entering the intersection. Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.

2. Pruning Schedule

Shrubs shall be pruned and trimmed as needed, 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. Shrubs shall be maintained at a height of no more than 32 inches in medians and at intersections. Tree branches shall not hang any lower than 84 inches minimum in medians and at intersections.

3. Shrubbery Replacement

Contractor shall replace all untreated, diseased shrubs with the same plant species of similar size in all contract areas within 24 hours when plant mortality is a result of contractor negligence. Substitutions for any plants must have prior approval in writing by the City. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

4. Cultivation and Mulching

Contractor shall cultivate around shrub sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open dirt areas as required by the City. Contractor shall maintain a 3" layer of mulch in all bare soil areas in shrub beds and tree wells. Mulch is to be clean and weed free. The cost for replacement mulch shall be included in the Contractor's cost schedule.

5. Irrigation (Deep Soaking)

Deep soaking shall be defined as the application of sufficient quantities of water to maintain reasonable healthy vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep-water penetration and encouragement of deep rooting of the plants.

6. Disease, Rodent and Insect Control

Contractor shall maintain all areas free of diseases, rodents and insects.

7. Weed Control

Weeding shall be done regularly to avoid establishment of weeds. Weeding shall be performed both chemically and mechanically at the

discretion of the Inspector.

All ground cover, hard surfaces and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following:

- a. Hand removal
- b. Cultivation
- c. Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from site each day and disposed of in a proper, legal manner.

M. GROUND COVER

1. Renovation

Contractor shall renovate ground cover plants according to methods appropriate to the specific plant material encountered, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

2. Cultivation and Mulching

The open soil between plants shall be regularly cultivated where the planting permits. Clean mulch is to be applied to all bare soil areas at the request of the Inspector.

3. Edging

Beds shall be maintained and edged once monthly within their intended bounds and shall not be permitted to encroach into lawns, shrub beds or adjacent areas or in any manner deemed undesirable by the Inspector.

4. Replanting

Replanting shall be required throughout the contract period in order to maintain the continuity of the ground cover area. Replacement plants will be paid by the City and the Contractor shall be responsible for providing the labor for planting, at no additional cost to the City. If planting is required due to Contractor's negligence, Contractor shall be responsible for all plants and labor at no cost to the City.

5. Groundcover Replacement

Contractor shall replace all untreated, diseased groundcover with the same plant species of similar size in all contract areas within 24 hours when plant mortality is a result of contractor negligence. Substitutions for any plants must have prior approval in writing by the City. All groundcover shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

6. Groundcover Maximum Height

The ground cover shall be maintained to a height not to exceed ten (10) inches. Undesirable plant material or weeds shall be removed. Removal of desirable annual flora growth, after it has flowered and seeded, (such as, but not limited to, Lupine) if necessary. All shrubs shall have an one-foot (1') clear area maintained around the plant base at all times.

7. Irrigation

All areas planted with ground cover plants shall be adequately irrigated to maintain the planting in a healthy condition.

8. Weed Control

Weeding shall be done regularly to avoid establishment of weeds. Weeding shall be performed both chemically and mechanically at the discretion of the Inspector.

All ground cover, hard surfaces and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following:

a. Hand removal

b. Cultivation

c. Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from site each day and disposed of in a proper, legal manner.

9. Annual Color

Annual color beds shall be maintained with appropriate seasonal flowers. All annuals will be provided by the Contractor at cost and installed by the Contractor at no additional cost to the City. The

Contractor shall be responsible for providing the labor and soil amendments for planting, at no additional cost to the City.

N. VINE MAINTENANCE

1. Pruning

All vines including but not limited to the following: Ficus Repens (Creeping Fig), Macfadyena (Cats Claw), Parthenocissus (Boston Ivy), Hedra Canariensis (Algerian Ivy), Hedra Helix (English Ivy), growing on any cinder block wall, brick wall, chain link fence, wood fence, wrought iron fence or any combinations thereof, shall be trimmed monthly. The vines will be trimmed to eight (8) inches below the top of the wall/fence and not any thicker than six (6) to eight (8) inches from the vertical surface of the wall/fence.

2. Irrigation

All areas planted with vines shall be adequately irrigated to maintain the planting in a healthy condition.

3. Replanting

Replanting shall be required throughout the contract period in order to maintain the continuity of the vines. Replacement plants will be provided paid for by the City and the Contractor shall be responsible for providing the labor for planting, at no additional cost to the City. If planting is required due to Contractor's negligence, Contractor shall be responsible for all plants and labor at no cost to the City.

O. DISEASE, INSECT, PEST, AND RODENT CONTROL

1. General

The Contractor shall regularly inspect all landscaped areas for the presence of disease or insect infestation.

The Contractor shall advise the City within 24 hours if disease or insect infestation is found, and shall identify the disease or insect and specify control measures to be taken. Upon written approval of the City, the Contractor shall implement the approved control measures exercising extreme caution in the application of all spray materials, dusts or other materials used. Approved control measures shall continue until the disease or insect is controlled to the satisfaction of the Landscape Maintenance Inspector. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety of the public and the employees of the Contractor.

2. Use of Chemicals

The Contractor shall submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Inspector. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendation of a Licensed Pest Control Advisor and shall conform to the current Riverside County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved in writing by the Landscape Maintenance Inspector as appropriate for the purpose of the areas proposed. Restricted materials can only be used by a licensed applicator possessing restricted materials applicators permit as issued by the State Department of Agriculture.

A monthly report shall include a statement of all applications of herbicides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application for a period of one (1) year.

3. Rodent Pest Control

The Contractor shall provide complete and continuous control and/or eradication of all plant pests/rodents within all Landscaped and unimproved areas as directed. The Contractor shall select and supply proper materials and licensed personnel and obtain all necessary permits to comply with City, County, State, and Federal laws and regulations. Contractors will assume responsibility and liability for the use of all chemical contractors as per Senate Bill 198. Contractor is to treat gophers a minimum of three (3) days per week (eight hour days) and/or as needed, Monday thru Friday. If the contractor is not on site 3 days per week to treat for rodents, \$500.00 daily deductions will be made.

P. PLANT MATERIAL REPLACEMENT

1. Notification of Material Loss

The Contractor shall notify the City within 24 hours of the loss of plant material due to any cause. Any plant that dies and is not reported shall become the responsibility of the Contractor for replacement.

2. Replacement Responsibilities

The Contractor shall be responsible for replacement of turf, annual plants, trees, shrubs, vines, ground cover and soil as deemed necessary

due to Contractor's negligence. The size and species of replacement of these items shall be as directed by the Urban Forester Manager or his/her designated representative.

All landscape plants and material damaged due to acts of God, vandalism or vehicular accidents shall be supplied by the Contractor at cost, and the Contractor shall install at no additional cost to the City

3. Specific Plant Replacements

In order to ensure maximum health, growth and overall aesthetic appearance of plantings in the work area, it shall be desirable and necessary to replace certain plants on a monthly basis. The desirability of such plant replacements shall be determined by the City. Where such replacements are to be made, all plants will be provided by the Contractor at cost and installed by the Contractor at no additional cost to the City. Also any soil amendments used will be provided at no additional cost to the City.

4. Plant Removals

Except for emergency removal, no trees, shrubs, ground cover or turf shall be removed from the areas being maintained without prior approval by the City.

Q. AMENITIES

1. Trail Maintenance

All trails shall be kept weed-free. Debris and litter shall be removed in accordance with the Minimum Frequency Schedules. Weeds and unwanted plants shall be removed as necessary. Trail surfaces shall be leveled as needed to remove soil depressions or erosion areas created by weather conditions and public use and infill shall be with like material at no additional cost to the City. Plant material shall be trimmed as necessary to prevent short-cutting by pedestrians or vehicles or to prevent the plant material from encroaching onto trail areas. In-addition all hardscaped trails shall be blown off weekly and kept free of debris, weeds and low hanging branches.

2. Drains and Grates

All concrete and non-concrete ("v" ditches) drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow. All other drainage devices shall be cleaned of all vegetation and debris yearly in the Fall or as directed by the Inspector. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the Inspector immediately.

R. LITTER AND DEBRIS

1. General

The Contractor shall be responsible to remove all trash and debris such as but not limited to bottles, glass, cans, paper/plastic, cardboard, dog litter, metallic items, trees leaves, and fallen branches in accordance with the Minimum Frequency Schedules. Other litter and debris dumped within the Maintained Areas is also to be removed by the Contractor, including the removal of flyers, decorations, and advertisements. Contractor shall be responsible for supplying replacement liners for all trash receptacles.

The Contractor shall promptly remove from the work area all debris generated by the performance of the work specified herein.

2. Graffiti

The Contractor shall promptly remove graffiti on all irrigation controllers, backflow enclosures, electrical breaker boxes and valve boxes. Profanity, racial and sexual contents shall be removed immediately when discovered or as directed by the Inspector. Graffiti on fences, curbs, sidewalks and any other hard surfaces adjacent Contractor maintained areas in the public right-of-way shall be reported to the Inspector and the City Call Center (951) 826-5311 immediately upon discovery.

3. Contractor Operations

The Contractor shall promptly remove from the work area all debris generated by the performance of the work specified herein. It shall be the Contractor's responsibility to transport and dispose of said debris at the Robert A. Nelson Transfer Station at the Contractor's expense. Weigh tickets from the prior month's disposal must be submitted to the City by the first of each month.

S. CURB, GUTTER, SIDEWALK, TREE WELL, SIDEWALK RAMP, FIXTURE DRAIN, AND GENERAL MAINTENANCE

1. General

Contractor shall remove all weeds and grass growing in and around sidewalk, curb, gutter, tree well and fixture areas. The areas are to be weed free at all times. Keep all gutters, curbs, drainage ditches, walks and common areas adjacent to the contract areas and all buffer zones in unimproved parkways free of weeds, trash and other debris as Directed. This is not limited to the space between sidewalks, curbs, gutters, tree wells and fixtures.

2. Leaves

The Contractor shall remove accumulations of leaves from all areas at least twice per month. The frequency may be increased by the City due to seasonal fluctuations (autumn, high winds, etc.)

3. Signs

The Contractor shall keep monument, street and other signs free of dirt and debris and report any damage to the City immediately. Removal of stickers on signs is not the Contractor's responsibility but the Contractor shall report such incidences to the City immediately.

4. Sidewalks and Walkways

a. The Contractor shall immediately notify the City of any conditions that may affect the health and safety of the public.

b. The Contractor shall replace all sidewalks, walkways, and roadways damaged by the Contractor's negligence.

c. The Contractor shall not be permitted to blow dirt and debris into traffic lanes. All litter and debris shall be either manually removed or vacuumed. The tops of all stamped concrete surfaces shall be kept clean of dirt and debris.

d. All expansion joints and cold joints shall be kept weed free at all times.

e. All sidewalks and walkways are to be kept clean at all times. All spillages on sidewalks and walkways shall be removed as needed.

5. Performance of the Work. Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this RFP.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Landscape Maintenance Inspector; and that both work and materials will meet fully the requirements of this RFP.

Contractor shall not assign or delegate the duties or obligation under this Contract or its interest therein in whole or in part without the prior written consent of the City, which may be withheld at the City's sole discretion.

6. Quality of Workmanship.

- A. All materials must be of the specified quality and equal to approved samples, if samples have been required.
- B. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from this RFP, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Urban Forester Manager may, by appropriate instructions, correct errors and/or omissions, which shall be binding upon the Contractor as though contained in the original RFP.
- C. All work performed under this RFP will be inspected by the Landscape Maintenance Inspector.
- D. All work performed within the rights of way of the City, County, or State shall meet the requirements of the agency having jurisdiction.
- E. All materials furnished and all work done must be satisfactory to the Urban Forester Manager. Work, material, or equipment not in accordance with this RFP, in the opinion of the Urban Forester Manager, shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Urban Forester Manager, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

7. Changes Initiated by City. The City reserves the right to make such alterations, deviations, additions to or deletions from the RFP, including the right to increase or decrease the frequencies of any item of work, or to add or omit any item of work or area maintained, and to require such changes in the work as are determined by the Urban Forester Manager to be necessary or advisable for proper completion or construction of the whole work contemplated.

In the event City desires to add additional square footage or sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule (Exhibit "D").

8. Changes at the Contractor's Request. If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the RFP and/or the Contract Documents and applies in writing for a modification, such change may be authorized by the Urban Forester Manager if not detrimental to the work and if without additional cost to the City.

9. Protection of Property. All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by

the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

10. Maintenance Deficiencies/Correction Timeframes. The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

Reasonable time frames for correcting deficiencies / Punch List items are as follows failure to comply with these specifications will result in a \$100 per occurrence withholding.

1. Emergency service notification must be responded to within 1 hour. No further notification will be given.
2. Litter, cleanup activities and/or weed abatement work is to be completed within 2 hours of notification.
3. Irrigation main line repairs is to be completed within 24 hours of notification.
4. Irrigation lateral lines and sprinkler repair work is to be completed within 24 hours of notification.
5. Shrub/ground cover/flower plantings are to be completed within 5 working days of notification.
6. Chemical applications work is to be completed within 3 working days of notification weather permitting.
7. Areas affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within 1 working day. No further notification will be given.
8. All areas missed and not maintained shall be required to be addressed within 2 working days of notification. If the Contractor is not able to respond within the specified timeframe, the City may either hire another contractor or accomplish the work using City forces. All costs incurred by the City shall be deducted from the Contractor's monthly invoice.

9. All other issues will receive written notification ("Punch List") to correct the deficiencies within specified time frames. If the deficiency is not corrected within the required time frames, any item, which has not been corrected, may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification as specified in Section 8.04, B, 1 of this RFP.

Any action taken by the City pursuant to this Article shall not be construed as a penalty but as an adjustment of payment to the contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provisions of the Contract documents.

Materials furnished and work done under the Contract will be subject to rigid inspection. Work or material that does not conform to these Project Specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor is permitted or directed to do work during regular City business hours or to vary the period during which work is carried on each day, it shall give the Urban Forester Manager due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Urban Forester Manager.

- 11. Communications Regarding the Work.** After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and mailed, or hand delivered to:

Robert Filiar
Urban Forester Manager
City of Riverside
8095 Lincoln Avenue
Riverside, California 92504

- 12. Emergency Work.** In case of an emergency, that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Urban Forester Manager within fifteen (15) calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not

relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

13. Extra Work

- A. Extra Work, as part of the agreement, may include but not be limited to the following:
 - 1. Irrigation system repairs and/or other landscape repairs needed due to vandalism, traffic collisions, or other unforeseen anomalies.
 - 2. Replacement of plant materials due to failures beyond the Contractor's control.
 - 3. Remedial landscaping.
- B. In the event the Contractor is required by the City and agrees to perform Extra Work the following will govern the work:
 - 1. Extra work will not be initiated without written authorization.
 - 2. An estimate of the costs and time for completion will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of Extra Work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental. The report shall include hours worked.
 - 3. Work will be executed under the direction of the Urban Forester Manager or his/her designated representative on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
 - 4. The Contractor shall be required to begin extra work promptly once authorization is obtained.
 - 5. Parts for such repairs will be billed at the Contractor's wholesale cost. Labor costs will be billed at the rates listed in the Compensation Schedule. Contractor shall process a separate invoice requesting payment for approved Extra Work.

The City is not compelled to award all Extra Work to Contractor. In some instances, additional bids may be solicited from other vendors or the work may be completed by City staff.

No work of any kind shall be considered as extra unless written authorization is issued by the City for said work before work commences.

14. Inspection. Contractor shall perform a weekly inspection of the complete Maintenance Areas. A written report shall be submitted to the City the business day following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

A. The Project Manager shall meet on site with an authorized representative of the City on a weekly basis for a daytime walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City, as follows:

1. The City will provide a written notice ("Punch List") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform the work utilizing City employees and/or contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. Should it become necessary for the City to provide personnel to assist or complete a task as per the Contract Documents, the Contractor will be billed for all costs, plus a 30% administrative fee.
2. Any action taken by the City pursuant to this Article shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provisions of the Contract Documents.

Materials furnished and work done under the Contract will be subject to rigid inspection. Work or materials that do not conform to this RFP, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor is permitted or directed to do work during regular City business hours or to vary the period during which work is carried on each day, it shall give the Landscape Maintenance Inspector due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Landscape Maintenance Inspector.

3. The City's authorized representative shall at all times have access to the work.

- B. The inspection and administration costs indicated in this Article shall require a maximum of twenty (20) hours per week of City staff time. The cost of all time in excess of the 20 hour maximum incurred due to inadequate level of maintenance and/or poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be as specified in these general conditions, plus cost for needed equipment. The City shall maintain an accurate log of inspection and administrative time, which will be available for review by the Contractor.

The cost for all time in excess of the stated criteria required due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor, shall be deducted and forfeited from payments. The actual cost computation shall be made using the Inspector's costs including all direct and indirect administrative costs at the time costs are incurred.

- C. The City may utilize a mutually acceptable horticulturist or arborist to examine and inspect the landscape areas to assist the Inspector in assessing the quality of Contractor's maintenance.
- D. Cost of Overtime Inspection. Overtime work performed at the option of, or for the convenience of the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be as shown in the following schedule with the exception of administrative personnel:

Classification	Charge Per Hour
Public Works Manager	100.00
Field Services Operations Manager	100.00
Urban Forester	100.00
Landscape Maintenance Inspector	100.00
Tree Maintenance Inspector	100.00

15. Schedules

A. Initial Schedules

1. Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the Landscape Maintenance Inspector for approval three (3) copies of its proposed Monthly schedule with sub-schedules of periodic activities. If the Landscape Maintenance Inspector notifies the Contractor that the

schedule is unacceptable, the Contractor shall submit a revised schedule within 48 hours thereafter.

2. The schedules shall be in a form acceptable to the Landscape Maintenance Inspector.
3. The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

B. Revised Schedules

1. After start of the work, the Contractor shall submit revised maintenance schedules to the Landscape Maintenance Inspector not later than the 1st and 15th day of each month thereafter until completion of the Contract.
2. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

C. Minimum Frequency Schedule

1. Included in Exhibit "H" are Minimum Frequency Schedules and location descriptions to identify minimum service levels required for each area. In no event shall the Contractor provide maintenance less than those identified. However, increased maintenance frequencies may be required at times to provide an acceptable level of service, to maintain the facilities in an acceptable condition, to maintain healthy and vigorous growth of the plant material, and to improve the aesthetic value of the plant material. If additional frequencies are necessary, it shall be at no additional cost to City. **All maintenance areas are to be maintained every thirty (30) calendar days (on a 30 day cycle and/or as needed).**
2. If extensive use requires that the Contractor increase frequency schedules for an extended period of time, (three to four months) the Contractor may submit to the City a request for a Change Order. The issuance of a Change Order shall be at the sole discretion of the Urban Forester Manager.
3. C. The Contractor shall be required to prepare a quarterly schedule illustrating all items listed on the Minimum Frequency Schedule and the expected day of completion.

D. Maintenance Schedules and Reports

On the first weekday of each month, the Contractor shall submit the required monthly maintenance schedule illustrating all items listed on the Minimum Frequency Schedule and the expected day(s) of completion. No later than the fifth day of each month, the contractor shall submit a monthly report of work completed the previous month.

16. Contractor's Responsibilities for Losses or Liabilities

A. Risk of Loss:

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which it has been entrusted. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

B. Materials and Facilities:

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
2. The Contractor shall protect City facilities from damage resulting from its work. City facilities damaged by, or because of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Urban Forester Manager, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.
4. All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:

- a. Turf areas: All damage as a result of Contractor's operations shall be replaced or repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement with sod.
- b. Shrubs and plants: All areas damaged by the Contractor shall be repaired or replaced by the Contractor.
- c. Chemicals: All damage resulting from chemical operations shall be corrected, as directed by the Landscape Maintenance Inspector.
- d. Trees: Trees damaged by Contractor's operations shall be replaced using the ISA tree appraisal procedures for determining the size of replacement trees.
- e. Irrigation systems: Irrigation systems or parts thereof damaged by the Contractor shall be repaired or replaced by the Contractor.
- f. Hardscape (curbs, sidewalks, gutters, roadways, tree wells, medians, walkways, etc.): All areas damaged by the Contractor shall be repaired or replaced by the Contractor.

17. Contractor Staff/Employees & Workers

Any infractions of this section will result in \$100 deduction per occurrence and shall be deducted from the contractor's monthly invoice.

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. All of the Contractor's maintenance personnel shall be supervised by a qualified, English-speaking foreman in the employ of the Contractor. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English.
- B. Contractor shall require employees to wear and maintain presentable uniforms complete with nametag and photo identification while working in the City. Safety vests (Class III) are to be worn at all times. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.
- C. If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Landscape Maintenance Inspector, or is in the opinion of the Landscape Maintenance, incompetent, intemperate, or disorderly; or uses threatening or abusive

language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Urban Forester Manager.

- D. Contractor shall be required to assign a Project Manager capable of communicating in English, both orally and in writing. This individual will be the contact person for this project, and must be available to respond to inquiries, walk-throughs and inspections of the project as required.
 - 1. Project Manager shall be on site for a minimum of fifteen (15) hours per week.
 - 2. Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hour of notification or attempted notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be charged against the Contractors monthly invoice.
 - 3. Project Manager shall prepare and submit to the Landscape Maintenance Inspector, a weekly project report. A copy shall be included with the monthly billing statement. Said report shall indicate the overall condition of the Maintained Areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by Contractor to rectify said situation and indicate the anticipated time frame for compliance.
- E. The Contractor shall assign a supervisor to be within the City of Riverside project area for the duration of the contract. The Supervisor shall have a minimum of five (5) years experience and shall demonstrate to the City a comprehensive understanding of landscape maintenance. The Supervisor shall have expertise and experience in turf management, horticulture, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The Supervisor must be fluent in the English language.
- F. The Irrigation Technician shall have a minimum of five (5) years' experience in irrigation operation, maintenance and repair. The Irrigation technician shall be able to communicate both orally and in writing in English. Irrigation Technicians must be supplied a smartphone to communicate with City Inspectors. The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair in all types of components to

include irrigation controllers, valves, and sprinkler heads. **The Irrigation Technician(s) cannot be the project Foreman, a member of the maintenance crew, or a Supervisor of the contract.**

18. Subcontractors

If using subcontractors, the following shall apply:

- A. All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.
- B. Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be considered the employer of any subcontractor, and as fully responsible to the City for the acts and omissions of persons employed by them as he/she is for the acts and omissions of persons directly employed by Contractor.
- D. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.
- E. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work, which are specified to be performed by specialty Contractors.

19. Cooperation with Other Work Forces

- A. The City reserves the right to perform other work at or near the Maintenance Areas at any time by the use of its own forces or other contractors.
- B. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity during the Contract term. There may be some interference between these activities and the work completed under this RFP. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

20. Office, Telephone and Cell Phone

Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by cell phone and wireless message service. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than one (1) hour. Contractor staff shall be capable of communicating with City staff using cellular phones and wireless message service.

21. Materials Storage

No City of Riverside facilities will be available for the storage of materials or supplies used in connection with the performance of the work. Space for the storage and/or staging of equipment, stockpiling of debris, or any other needs required for its performance of the services, shall be acquired by Contractor at its own expense. Preference may be given to contractor with facilities located in the City.

22. Materials

A. Replacement Parts

Contractor shall maintain a stock of high usage items for repair or replacement (i.e. irrigation parts, tree stakes, ties, etc.) on vehicles. The City will not pay for travel time to pick up parts. Costs for repair/replacement items for Extra Work or damage repairs will be reimbursed to Contractor at Contractor's wholesale cost. Invoices showing actual cost paid by Contractor must be submitted with monthly billing statement.

B. Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to The Landscape Maintenance Inspector, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials will be inspected upon arrival at the maintenance site(s), except when other inspection requirements are provided for specific materials in other sections of these General Conditions.

23. Safety

A. General

1. Contractor agrees to perform all work outlined in this RFP in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local,

County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Contractor shall inspect all hazards and potential hazards in the Maintenance Areas and is required to keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear Class III (3) reflective safety vests.

2. It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintenance Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintenance Areas, including a complete written report thereof to the City within five (5) calendar days of the injury or death.
3. Prior to the start of any work under the Contract, Contractor shall submit two (2) copies of their Injury Illness Prevention Plan as required by Cal/OSHA.

B. Protection of Persons and Property

Contractor's Responsibility: Notwithstanding any other provision of this RFP, the Contractor shall be solely and completely responsible for conditions of the Maintenance Areas, including safety of all persons and property, during performance of the work.

This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

C. Protection from Hazards

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Urban Forester Manager a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) calendar days prior to the delivery of such materials to the job site or use of such materials

at a manufacturing plant where Urban Forester Manager can perform an inspection. For materials that are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT," of this RFP.

D. Differing Site Conditions

1. Before such conditions are disturbed, the Contractor shall promptly notify the Urban Forester Manager in writing of:
 - a. Material that the Contractor believes may be hazardous waste that is required by law to be removed to a Class I, Class II, or Class III disposal site.
 - b. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this RFP.
2. The Urban Forester Manager will promptly investigate the conditions and if he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under the Contract, an equitable adjustment will be made, as determined by the Urban Forester Manager.
3. In the event of disagreement between the Contractor and Urban Forester Manager whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

24. Cleaning and Environmental Controls

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from all sites and dispose of all materials. Contractor shall be responsible for all fees associated with the disposal.
- B. The Contractor shall take appropriate action to ensure that no dust

originates from the Maintenance Areas.

- C. Contractor shall ensure that all wash water and/or waste water is captured and properly disposed of. No wash water and/or waste water shall be allowed to enter the City's storm drain system or local waterways. The contractor shall employ appropriate Best Management Practices (BMPs) to ensure non-storm water runoff does not enter any City storm drains.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance, or local waterways shall be checked by contractor and maintained daily to prevent leaks or spills of materials. Contractor shall ensure proper capture, containment, collection, and disposal of any leaks, spills, or material deposits onto any surface.
- E. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products, or any other materials shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into City storm drains, runoff conveyances, or local waterways. When operations are completed, any excess materials or debris shall be removed from the work area.
- F. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

25. Recycled, Reusable and Recyclable Products

The Contractor is encouraged to support the City of Riverside in recycling efforts. It is City policy that all City Divisions and Sections shall utilize recycled, reusable, and recyclable products to the maximum extent practicable. Preference will be given to recycled, reusable and recyclable products, over non-recycled, non-reusable and non-recyclable products, fitness and quality being equal, whenever available at no more than the total cost of non-recycled, non-reusable and non-recyclable products.

Contractors are encouraged to propose recycled, reusable and recyclable products for use by the City of Riverside. Those items should be clearly identified. The City of Riverside may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

All Contractors that provide goods, supplies, or equipment to the City that contain recycled material shall provide the following information, in writing, to the Urban Forester Manager:

1. The minimum, if not the exact, percentage of recycled material, both postconsumer waste and/or secondary waste (listed separately), in the goods, supplies, or equipment; and
2. The quantity and total dollar amount of the goods, supplies or equipment provided to the City with recycled material content.
3. All green waste shall be disposed at the Robert A. Nelson Transfer Station, located at 1830 Agua Mansa Road, Riverside, California. All green waste weigh tickets shall be submitted with monthly billings.

26. Vehicle Limitations

The Contractor shall at no time drive vehicles on turf, medians, and sidewalks for any reason.

27. Traffic Control, Public Convenience and Safety

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintained Areas, and as directed by the Urban Forester Manager. All traffic control and signage shall conform at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, California Manual on Uniform Traffic Control Devices for Streets and Highways so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property and all other applicable federal, state and local regulations. The Contractor will not close traffic lanes, streets, alleys, sidewalks or detour traffic without the prior written approval from the City of Riverside's Public Works Department.

28. Data to be Furnished by the Contractor

The Contractor shall furnish the Urban Forester Manager with such information, as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time, and must be turned over to the City within five (5) calendar days of request.

29. Signage

- A. Contractor shall display a sign indicating Contractor's name and license

number on both sides of all maintenance vehicles. Said sign shall be approved by the City.

- B. Contractor shall not post advertising signs and banners within the Maintenance Areas. All signs used by the Contractor shall be kept "graffiti free" at all times.
- C. Contractor shall remove all unauthorized signs and advertising within the Maintenance Areas. Contractor shall also be responsible for the removal of debris.

30. Contractor Customer Service Standards

The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Customer Service Standards Acknowledgment, which is hereby made a part of this RFP (Exhibit "G").

EXHIBIT "B"

Sample Agreement

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR
(NAME OF PROJECT OR AREA)**

(NAME OF CONTRACTOR)

On this _____ day of _____, 20____, ("Effective Date") the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and [NAME AND ADDRESS OF ENTITY, State Contractor's License No. _____] ("Contractor"), mutually agree as follows:

1. Scope of Services. Contractor shall furnish all labor, materials and equipment for and perform the work of Landscape Maintenance Services for _____ ("the Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside _____ Department Request for Proposals for _____, dated _____, 2013 ("**RFP _____**"), the General Conditions and Technical Specifications contained therein, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall be from the _____, 20____, through _____, 20____, unless earlier terminated as provided herein. **The term may be extended by mutual consent of the parties for additional one (1) year periods, not to exceed a total of two (2) additional years. All such extensions/amendments shall be made in writing and approved by the parties. [Extensions Optional]**

3. Compensation. City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed _____ Dollars (\$_____). City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit "A" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. Extra Material. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually rendered.

5. Warranties. Contractor shall obtain in the name of City, or transfer or assign to City or City's designee, any and all warranties or guarantees which Contractor obtained from

manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

6. General Compliance with Laws. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

7. Business Tax and Penalties. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

8. Business License. As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

9. Worker's Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers Compensation Act.

Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class VII or larger.

10. Commercial General Liability and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death,

as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance along with additional insured endorsement acceptable to City, evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.

11. Bonds. Prior to City's execution of this Agreement, Contractor shall furnish City

with two completed surety bonds (on bond forms provided by City), one as security for the faithful performance of this Agreement and one as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of 100% of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within 10 days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied. Contractor by execution of this Agreement acknowledges that the bonds are not Contract Documents but are separate obligations.

12. Termination. City and Contractor shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar day's written notice if:

- a. Contractor fails to promptly begin performance of the Services; or
- b. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- c. Contractor discontinues performance of the Services; or
- d. Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law; or
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- f. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from

any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

14. Defense Obligation. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless or, which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

15. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. Prevailing Wage. When applicable, pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein.

17. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>City</u>	<u>Contractor</u>
City of Riverside	_____
_____ Director	_____
3900 Main Street	_____
Riverside, California 92522	_____

18. Venue and Attorney's Fees. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of breach of any term or condition of this Agreement, it is mutually agreed all parties shall bear their own attorney's fees.

19. Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

20. Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

23. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of

this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a
California charter city and
municipal corporation

[Name and Entity]

By: _____
City Manager

By: _____
Printed Name:
Title:

Attest:

By: _____
City Clerk

By: _____
Printed Name:
Its:

Approved as to form:

By: _____
[Supervising] Deputy City Attorney

EXHIBIT "C"

QUESTIONNAIRE/CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR NAME: _____

A C-27 Contractor's License is required. License No. _____

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? ____

1.2 How many years has your organization been in business under its present name?

1.2.1 Under what other names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

- 2.2 List any other certifications held by your organization, and the name under which they are held.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

- 3.2 List all landscape service and general maintenance contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

- 3.3 State average annual amount of landscape services performed during the past five years:

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

- 3.4 List the landscape service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

- 3.5 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

4. CLAIMS AND LAWSUITS

- 4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

- 4.2 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

- 4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a landscape services contract? (If Yes, please describe)

Please note that all Proposers must have a minimum of five (5) years commercial and/or municipal landscape service experience under its current business name, of similar scope and size.

Printed Name of Company Representative

Signature

Date

EXHIBIT "D"

COMPENSATION SCHEDULE

Proposer Name: _____

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Scope of Services.

Item No.	Description	Quantity	Amount Per Month Year 1	Amount Per Month Year 2	Amount Per Month Year 3
1.	<u>Turf Maintenance</u> Turf mowing, edging, fertilization, reseeding, seasonal over seeding, clipping pick-up, waste disposal and general clean-up, green waste and recycling.	All within specified limits	\$	\$	\$
2.	<u>Irrigation</u> Irrigation services, schedules, manual watering, special watering, irrigation system testing, irrigation system maintenance, products, special events, trained personnel, damages from irrigation, City requests, compliance with AB325 "Model Water Irrigation Ordinance"	All within specified limits	\$	\$	\$
3	<u>Fertilization</u> Ground cover areas, tree and shrub areas, annual flower beds/hydro seed areas	All within specified limits	\$	\$	\$
4.	<u>Weed Control</u> General, median islands, sidewalks, walkways, curbs, gutters and tree wells.	All within specified limits	\$	\$	\$
5.	<u>Shrub Maintenance</u> Pruning, pruning schedule, shrubbery replacement, cultivation and mulching, irrigation (deep soaking), disease, rodent and insect control and weed control.	All within specified limits	\$	\$	\$
6.	<u>Ground Cover</u> Renovation, cultivation and mulching, edging, replanting, ground cover replacement, ground cover maximum height, irrigation, weed control and annual color.	All within specified limits	\$	\$	\$

Item No.	Description	Quantity	Amount Per Month Year 1	Amount. Per Month Year 2	Amount Per Month Year 3
7.	<u>Vine Maintenance</u> Pruning, irrigation, replanting	All within specified limits	\$	\$	\$
8.	<u>Tree Care</u> Tree maintenance.	All within specified limits	\$	\$	\$
9.	<u>Disease, Insect and Pest Control</u> General, use of chemicals, disease, insect and pest control	All within specified limits	\$	\$	\$
10.	<u>Plant Material Replacement</u> Notification of material loss, replacement, monthly plant replacement and plant removals.	All within specified limits	\$	\$	\$
11.	<u>Amenities</u> Trail maintenance, Drains and Grates	All within specified limits	\$	\$	\$
12.	<u>Litter and Debris</u> General, trash receptacles, graffiti, abandoned shopping carts, other conditions of blight/security concern and contractor operations.	All within specified limits	\$	\$	\$
13.	<u>Curb, Gutter, Sidewalk, Tree Well, Curb Ramp, Fixture, Drain and General Maintenance</u> General maintenance, drains, leaves, signs, sidewalks and walkways, special events	All within specified limits	\$	\$	\$
	<u>Total Per Month – All Items</u>		\$	\$	\$
	<u>Total Per Year—All Items</u> (Per Month Amount x 12)		\$	\$	\$

Additional Items				
1.	Per square foot cost for additional areas	\$	\$	\$
2.	Hourly cost for additional labor	\$	\$	\$
3.	Hourly cost for Irrigation Specialist	\$	\$	\$
4.	Hourly cost for additional Supervisor	\$	\$	\$
5.	Unit cost for 1 gallon plant	\$	\$	\$
6.	Unit cost for 5 gallon plant	\$	\$	\$
7.	Unit cost for 15 gallon plant	\$	\$	\$
8.	Unit cost for flat of groundcover	\$	\$	\$
9.	Unit Cost for 24" box tree	\$	\$	\$
10.	Hourly crew cost for extraordinary vine removal situations	\$	\$	\$

EXHIBIT "E"

DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME: _____

Each Proposer shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Proposer/Contractor in connection with the services to be provided pursuant to this RFP.

Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total Contract Price.

2. The portion and estimated dollar amount of the work that will be done by each subcontractor.
3. If the Proposer/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Proposer agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City.
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Service/License #	Estimated \$ Amount

EXHIBIT "F"

CLIENT REFERENCES

(Bidder's Company Name)

Client's Company Name:	
Client Mailing Address:	
Contact Name and Title:	
Contact's Telephone:	
Contact's Email:	
Date of Service	
Scope of Services/Products Provided:	

Client's Company Name:	
Client Mailing Address:	
Contact Name and Title:	
Contact's Telephone:	
Contact's Email:	
Date of Service	
Scope of Services/Products Provided:	

Duplicate this form as necessary to complete list.

EXHIBIT "G"

CONTRACTOR CUSTOMER SERVICE STANDARDS ACKNOWLEDGMENT

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

"People Serving People"

**The City of Riverside will provide high quality
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Contractor shall return signed copy of this form to the Purchasing Services Manager after award of Contract.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

EXHIBIT "H"

MINIMUM FREQUENCY SCHEDULES

MINIMUM FREQUENCY SCHEDULES

TASKS	FREQ.
Turf Maintenance	
Mowing	1W
Turf and Ground Cover Edging	1W
Tree/Sprinkler Edging/Trim	1W
Turf Grass Dethatching	1Y
Turf Grass Aeration	2Y
Reseeding (as needed)	ASN
Overseed	1Y
Clipping Pick-Up	1W
Waste Disposal/General Cleanup	C
Irrigation	
Irrigation (continuous)	C
Manual Watering (continuous)	C
Special Watering (continuous)	ASN
System Testing	1W
System Repairs	24HR
Fertilization	
Turf Fertilization	4Y
Ground Cover Fertilization	4Y
Shrub & Rose Fertilization	2Y
Tree Fertilization	2Y
Hydroseeded Areas Fertilization	4Y
Chemical Application	
Broadleaf control (or as directed)	4Y
Pre Emergence	4Y
Post Emergence (continuous)	C
Rose Maintenance	
Rose Replacement	ASN
Ragged Robin Rose Fertilization (liquid)	1Y
Rose Deadheading	1W
Contractor Site Inspections	
General Safety	C
Lighting	W
Irrigation Checks	2M
Electrical System / Lights	1M
Graffiti (Inspect, Remove and Report)	C
Vine Maintenance	
Vine Maintenance (As Directed)	ASN
Ground Cover	
Renovation (or as directed)	1M
Cultivation and Mulching	1M
Trimming	2M
Replanting	1M
Ground Cover Replacement	1M

TASKS	FREQ.
Shrub Maintenance	
Prune Shrubs (or as directed)	1M
Shrubbery Replacement (or as directed)	1M
Cultivation and Mulching	1M
Irrigation Deep Soaking (as needed)	ASN
Tree Care	
Raise Trees (as directed)	4Y
Remove Sucker Growth (continuous)	C
Tree Staking (as needed)	ASN
Check Guys/Ties	1M
Disease, Insect, Pest, Rodent Control	
Disease/Insects (continuous)	C
Pests/Rodents (continuous)	C
Plant Material Replacement	
All Turf/Tees/Plant material (as needed)	ASN
Major Fill-In Plantings	ASN
Litter & Debris	
Litter and Debris Removal	C
Drainage Systems	
V Ditches (continuous)	C
Sub-surface Drains	1M
Reports / Schedules (Not Inclusive)	
Illness and Prevention Plan	1Y
Replacement Parts (with billing)	1M
Maintenance Schedule (1st & 15th)	2M
Monthly Report of Work Completed (5th)	1M
Weekly Project Report (with billing)	1M
Weekly Walk-Through Inspection w/ City	1W
Weekly Maint. Inspection Report (day after)	1W
Green Waste and Recycling (with billing)	1M
Irrigation Scheduled (1st)	1M
Disposal/Weigh Tickets (1st)	1M
Weed Control	
Weed Control (continuous)	C
Site Furnishings	
Trash Bags	ASN
Dog Waste Bags	ASN
Hard Scape, Fixture, Etc. Maintenance	
Weed Abatement (continuous)	C
Sweep Sidewalks/Gutters	1W
Sweep/Remove Debris f/m Curb Return	C
Drains/Catch Basins (continuous)	C
Leaves	C
Sidewalks/Walkways (continuous)	C

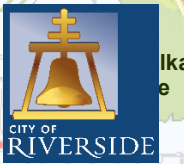
EXHIBIT "I"

SITE INVENTORY

EXHIBIT "J"

SITE MAP

CITY OF RIVERSIDE PUBLIC WORKS ARCADES AND MEDIA VICTORIA AVENUE





Legend

- # Ward Boundaries

Parks and Recreational Areas

-  Parks
 Golf Courses
 Schools

Maintained Land

-  Medians, Reverse Frontages, along Victoria Avenue
 Medians, Reverse Frontages, not along Victoria Avenue

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