

**CITY OF CATHEDRAL CITY
FACILITIES GROUNDS MAINTENANCE
PROJECT NO. 2015-FAC 01, CONTRACT NO. FAC01
SECTION 1: CONTRACT DOCUMENTS**

**POST-AWARD CONTRACT DOCUMENTS
AGREEMENT**

This AGREEMENT is made and entered into this _____ day of January, 2016, by and between City of Cathedral City, California, hereafter called "Owner" "City" or "Agent" and P.S. Tree Service and Maintenance hereinafter called "Contractor."

WITNESSETH:

WHEREAS, on November 12, 2016, the City invited Proposals for landscape maintenance services for grounds adjacent to City-owned facilities or assets known as **Facilities Grounds Maintenance**;

WHEREAS, pursuant to said invitation, Contractor submitted a Proposal, which was accepted by City for said services; and

WHEREAS, Contractor has re-examined its Proposal and found it to be correct,

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

TERM. The term of this Agreement shall be month-to-month commencing on or around January _____, 2016 or to such later date as may be agreed in writing between parties. This contract allows for an option to convert to a one year contract with two one year contract extensions at the City's option and based on Contractor's performance and mutual agreement.

CITY'S OBLIGATIONS. For furnishing services, as specified in this Agreement, City will pay and Contractor shall receive in full compensation therefor, the total sum of \$6,450.00 on a monthly basis, as set forth in the Contract Documents and adopted by City.

CONTRACTOR'S OBLIGATION For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to furnish the services and to do everything required by this Agreement and the Specific Terms and Conditions.

AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing, signed by the Contractor and approved by the City Council of the City.

TERMINATION. The City may terminate the contract with 30 days written notice for any reason. If, during the term of this Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform; which notice must give

Contractor a three-day notice of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said work or cure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement except, however, any and all obligation of Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its Proposal.

INCORPORATED BY REFERENCE. The Notice Inviting Request for Proposal; Proposal Terms and Conditions; Instructions to Proposer(s)s, General Terms and Conditions; Specific Terms and Conditions; Contractor's Proposal Submission Forms; Attachments; Exhibits; Change Orders; additional or supplemental specifications, drawing, maps or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.

COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

ANTI-DISCRIMINATION. In the performance of the terms of this Agreement, Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

AUDIT. City shall have the option of inspecting and/or auditing all records and other written material used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

To City:

Facilities Department
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Contractor:

Jack Diaz
P.S. Tree Service & Maintenance
31485 Avenida Juarez
Cathedral City, CA 92234

LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

AUTHORITY TO EXECUTE AGREEMENT. Both City and Contractor do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first hereinabove written.

CITY OF CATHEDRAL CITY
A Municipal Corporation

P.S. Tree Service & Maintenance
Contractor

CITY OF CATHEDRAL CITY, CALIFORNIA

ATTEST:

TRACEY MARTINEZ, DEPUTY CITY CLERK
CITY OF CATHEDRAL CITY, CALIFORNIA

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

CITY ATTORNEY

Tami Scott, Administrative Services
Director

**CITY OF CATHEDRAL CITY
FACILITIES GROUNDS MAINTENANCE
PROJECT NO. 2015-FAC 01, CONTRACT NO. FAC01
SECTION 2: SPECIFICATIONS**

GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs (including expert witness fees), and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of, or in any way attributable in whole or in part to the performance of this agreement.

Without affecting the rights of the City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless the City as set forth above, for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of the City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor, or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as require here, Contractor agrees to be fully responsible according to the terms of this section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City as set forth herein is binding on the successors, assigns, or heir of Contractor and shall survive the termination of this agreement or this section.

INSURANCE

Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City of Cathedral City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the City.

General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

Automobile Liability Insurance: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident

Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Cathedral City, its officers, agents, employees and volunteers.

Umbrella or Excess Liability Insurance: Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$3,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies

OTHER PROVISIONS OR REQUIREMENTS

Insurance for Subcontractors: All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional

Insured to the Subcontractor's policies. Contractor shall provide to City satisfactory evidence as required under Insurance Section of this Agreement.

Proof of Insurance: Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his/her agents, representatives, employees or subcontractors.

City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Cathedral City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City of Cathedral City and shall require similar written express waivers and insurance clauses from each of its sub-Contractors.

Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of noncompliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Primary and Non-Contributing Insurance: All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

Specifications Not Limiting: Requirements of specific coverage features or limits

contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten [10] day notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status: General liability, Automobile Liability, and if applicable, Pollution Liability, policies shall provide, or be endorsed to provide, that the City of Cathedral City and its officers, officials, employees, and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess liability policies.

City's Right to Revise Specifications: The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-Insured Retentions: Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely Notice of Claims: Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

SAFETY PROGRAM

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

COMPLIANCE WITH CALIFORNIA OSHA

Contractor shall ensure that all work performed under this contract is in compliance with the California OSHA standards and regulations. Any delays in project completion, fines, legal fees, consulting costs or other losses stemming from California OSHA actions against the Contractor for work performed under this agreement are the sole responsibility of Contractor.

PROTECTION OF THE PUBLIC

Contractor shall take all necessary precautions to protect the public, especially children, from the hazards of falling limbs, equipment, and brush chippers. A brush chipper must not be left unattended at any time and workers must be located within fifteen (15) feet of and perform diligent monitoring of a brush chipper at all times while the motor is running. When not in use, a brush chipper must have a brush guard and all protective covers securely fastened.

Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property.

Whenever, in the opinion of City, an emergency exists where Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property, or if immediate action shall be considered necessary in order to protect public or private personnel or property interest, or to prevent likely loss of human life or damage on account of the operations under the contract, then and in that event, City may provide suitable protection to said interest by causing such work to be performed and material to be furnished as, in the opinion of City, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by Contractor. If he shall not pay said cost and expense upon presentation of the bills therefore duly certified by the Director of Public Works or his designee, then said cost and expense will be paid by City and shall thereafter be deducted from any amounts due, or which may become due, said Contractor. Failure of Contractor to take such precautionary measure shall not relieve Contractor of his full responsibility for public safety.

Materials, equipment, and debris shall be stored so as to not create a public nuisance. No materials or equipment, nor debris shall be stored at the project site without prior written authorization.

Contractor shall design, construct and maintain all safety devices, equipment and vehicles in conformance with all local, state and federal safety and health standards, laws and regulations.

PROTECTION AND RESTORATION OF EXISTING FACILITIES

This section covers the protection and preservation of existing facilities and services

within or adjacent to the right-of-way and other impacted areas.

Types of existing improvements and services consist of but are not limited to the following: existing roads, sidewalk, landscaping, irrigation, signs, and associated structures; private property; landscaping; irrigation; water appurtenances; light poles; carports; walls, fences and gates.

Damage to facilities caused by Contractor's operations shall be repaired or replaced by and at the expense of Contractor. If existing sidewalk or curb is damaged, entire panels shall be removed and replaced; no new joints will be allowed. Contractor shall take all precautions to protect all existing improvements.

Existing private properties and improvements shall be carefully protected. Any damages to irrigation systems, landscaping, fences, or improvements shall be repaired by Contractor at Contractor's expense and to the satisfaction of the property owner within twenty-four (24) hours of report of the damage.

Contractor shall keep streets within the work area clean at all times. Any cleanup performed by city crews due to poor cleaning practices shall be charged to Contractor at overtime rates.

Contractor shall remove from public and private properties at its own expense all rubbish and waste materials resulting from its operations; including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by the Director of Public Works or his designee.

All existing surfaces, whether asphaltic or concrete, Portland cement concrete, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after performance of the work contracted herein, be restored to a condition equal to that which existed prior to commencement of the work. All restoration shall be in-kind unless otherwise directed by the Director of Public Works or his designee. All removal, maintenance, and replacement of existing landscape shall be performed by a licensed C27 Landscaping Contractor.

CONTROLLING EMPLOYER

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

CONTRACT ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity or any kind without the previous written consent of the City Council of the City of Cathedral City.

NON-DISCRIMINATION

In the performance of the terms of this contract, Contractor agrees that it will not engage in, nor will it permit its subcontractors to engage in, discrimination in the employment of persons on the basis of age, race, color, sex, national origin or ancestry, or religion.

REVIEW OF CONTRACT DOCUMENTS AND JOB SITE

Contractor shall carefully study and compare the contract documents with each other and with information available to Contractor and furnished by City and shall immediately notify the Director of Public Works or his designee of errors, inconsistencies and/or omissions discovered. If Contractor performs any activity knowing it involves a recognized error, inconsistency or omission in the contract documents without notice to the Director of Public Works or his designee, Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Director of Public Works or his designee immediately.

TIMELY EXECUTION OF AGREEMENT

The Proposer to whom the award is made shall execute a written agreement with City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in this Proposal. The agreement shall be made in the form adopted by City and incorporated in the specifications.

FAILURE TO ACCEPT CONTRACT

If the Proposer to whom the award is made fails to enter into the contract, the award will be annulled, and an award may be made to the next highest scoring Proposal, and that Proposer shall fulfill every stipulation as if it were the party to whom the first award was made.

CONTRACT INITIATION CONFERENCE

The date, time and location for a meeting will be established after award of the contract. A preliminary work schedule will be required at this meeting.

ENCROACHMENT PERMIT

Before commencing work, Contractor shall apply for and receive a no-fee permit to work within the public right-of-way. A city inspector will be assigned to monitor compliance with the terms and conditions of the encroachment permit, including traffic control procedures and devices.

BUSINESS TAX

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

LABOR ACTIONS

In the event that the selected Proposer is experiencing a labor action at the time of the award of the contract (or if its suppliers or subcontractors are experiencing such a labor action), City reserves the right to declare said Proposer is no longer the selected Proposer and to accept the next acceptable highest scoring Proposal from a Proposer that is not experiencing a labor action, and to declare it to be the selected Proposer.

LOCAL OFFICE

Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and is authorized to discuss with City all matters pertaining to this contract. A local office is one that can be reached by telephone without toll call charges and serves as a staging area for equipment, personnel, storage of materials and supplies. The local office must be located so as to provide a one-hour response time to the City.

MAIN OFFICE

The main office has the same requirements as a local office as defined above and, in addition, is the location that conducts central business activities for the Contractor's entire organization. A branch or regional office does not constitute a main office.

SUFFICIENT PERSONNEL

Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.

CITY-FURNISHED EQUIPMENT

City will not furnish equipment for this project.

COORDINATION WITH OTHER CONTRACTORS

City expects to have one or more separate contractors/utility companies working in the same area at the same time. Contractor shall coordinate and cooperate with any and all separate contractors at no additional cost to City. Such coordination may include, but will not be limited to, participation in regularly scheduled or special meetings with City, residents, and/or other contractors; sharing work and materials storage areas; scheduling work to coincide with work of another contractor and to minimize disruption to residents; and similar tasks requested by City.

CONTRACTOR IDENTIFICATION

Contractor shall insure that all working personnel are identified by a work uniform that, at a minimum, consists of a shirt that identifies the company. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

MEASUREMENT AND PAYMENT

The cost of all labor, material and equipment necessary to complete the work, including traffic control measures, as described in the specifications shall be included in the price of the contract.

PAYMENT TERMS

Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily under this contract. City's payment terms are thirty (30) days from the receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30).

PERFORMANCE DEFICIENCIES AND REDUCTION IN PAYMENT

City has specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, City reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a

value to every aspect of the work, City may implement a fine of up to \$100 per day per incident until the deficiency is corrected. The following describes deficiencies:

1. Failure to comply with contract specifications.
2. Failure to comply in a timely manner with contractually legitimate requests made by City.
3. Failure to provide specified reports or falsification of reports.
4. Failure to supply adequate equipment, labor or supervision.
5. Failure to repair deficiencies in the allotted time frame.
6. Failure to comply with schedules.
7. Failure to protect public health and safety.
8. Failure to provide contractor identification on vehicles or employees.

In the event Contractor fails to perform contractual obligations to the satisfaction of City, City may choose to obtain the services of a separate landscape maintenance provider to fulfill Contractor's obligations, and any and all associated charges shall be the responsibility of Contractor.

INSPECTION OF THE WORK

Inspection of the work will be made based on the submitted and approved work schedule. Inspections may occur with or without prior notice to Contractor.

Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by City.

SEVERABILITY

If any term, provision or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

HOURS OF WORK

Unless otherwise approved by City, Contractor shall not work outside the established hours of operation for this project:

May 1 through September

30 Weekdays	7:00 AM to 5:30 PM
(MTWTF): Weekends	8:00 AM to 5:00 PM
(Saturday): Weekends	No Work
(Sunday): City	No Work
Holidays:	

October 1 through April 30

Weekdays (MTWTF):	6:00 AM to 7:00 PM
Weekends (Saturday):	8:00 AM to 5:00 PM
Weekends (Sunday):	No Work
City Holidays:	No Work

October 1 through April 30

Weekdays (MTWTF):	7:00 AM to 5:30 PM
Weekends (Saturday):	8:00 AM to 5:00 PM
Weekends (Sunday):	No Work
City Holidays:	No Work

- Failure to observe these work hours may result in a citation being issued to the offenders by the Code Compliance department. (Emergency work directed by City is not held to these restrictions.)
- Work is permitted on Saturdays only with prior approval by City.
- Work is not permitted during city holidays.

**CITY OF CATHEDRAL CITY
FACILITIES GROUNDS MAINTENANCE AREA
68700 Avenida Lalo Guerrero
Civic Center, Parking Structure, Town Square
PROJECT NO. 2015-FAC 01, CONTRACT NO. FAC01
SECTION 2: SPECIFICATIONS**

SPECIFIC TERMS AND CONDITIONS

PROPOSAL LOCATIONS

**For the Perimeter & Open Space around & adjacent to the Cathedral City Civic Center,
Parking Structure, Bell Tower & complete maintenance
of Town Square all located at 68700 Avenida Lalo Guerrero
& Grounds Maintenance of Fire Station 410 & 412 located at 32100 Desert Vista Rd
Fire Station 411 located at 36913 Date Palm Drive &
Fire Station 413 located at 27610 Landau Blvd.**

SCOPE OF SERVICES AND TERM OF CONTRACT

1. Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, on a month-to-month basis commencing on or around January 1, 2016. City has the option of twice extending the contract for one year, based on the performance of the Contractor and by mutual agreement. The work shall include, but is not limited to, proper horticultural practices, as defined in the City of Cathedral City Landscape Maintenance Manual, maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.
2. Contractor shall provide appropriate equipment and labor for the execution of all maintenance activities. City reserves the right to inspect and/or approve any equipment used in this contract. If City deems the equipment to be in disrepair or inappropriate to the task at hand, City may require that the equipment be removed from the job site and replaced with a different piece of equipment.
3. Contractor shall provide personnel fully trained in all phases of landscape maintenance, tree maintenance, and irrigation maintenance and operation. Contractor shall provide personnel capable of effective verbal communication with City representatives. If City deems personnel to be inadequate to accomplish the task at hand, City may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the work.
4. Prior to commencement of the contract, designated City representative(s) and Contractor will perform a mandatory acceptance walk-through inspection of the contract area. It is Contractor's responsibility to identify to City unacceptable conditions with plant material, trees, and/or irrigation systems at the time of the walk-through. At City's discretion, unacceptable conditions may be resolved with the current (outgoing) contractor or with the successor Contractor on a "one-time only, extra-work" basis. After such corrections are made, the successor Contractor will be

responsible for all contractual services.

5. Contractor shall replace, at no additional cost to City for labor or materials, any plant or tree that dies beginning 30 days from commencement of the contract throughout the term of the contract, if such plant or tree demise is due to neglect, lack of maintenance, or otherwise improper care.
6. Contractor shall remove debris caused by all maintenance activities, including pruning and tree maintenance, on the same working day that such debris is accumulated.
7. Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergents. Fertilizer will be supplied by City. Fertilizer with pre-emergents will be supplied by Contractor and reimbursed by City.
8. The application of fungicides will be performed outside the scope of this contract.
9. Monthly reports for irrigation, green waste, and pesticide application shall be submitted no later than the first Monday of each month, for the preceding month.
 - a. The Irrigation Monthly Report shall include, but not necessarily be limited to, the following: date, irrigation technician identification, site identification, controller and valve identification, description of service and/or repair, statement of plant material condition as relates to water needs, and a section for general notes or comments.
 - b. The Green Waste Monthly Report submittal shall include the green waste facility tipping ticket. The tipping ticket shall be clearly legible and shall contain the name and address of the waste facility, the weight, and the City's name.
 - c. The Pesticide Application Monthly Report shall consist of a copy of the monthly report submitted to the Riverside County Agricultural Commissioner or, in the case of no pesticide applications made, a statement to that effect in the form of a letter or memorandum to City.

SAFETY AND TRAFFIC CONTROL

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.

CONTRACTOR shall provide and maintain work zone traffic control devices at all times in accordance with the WATCH Manual, the California MUTCD, and as directed by the Facilities Superintendent or his designee.

When required by Facilities Superintendent or when contracted activities require a traffic control setup that does not conform to standard traffic control layouts as detailed in the WATCH Manual, then CONTRACTOR shall be required to submit project traffic control plans for review and approval by CITY.

Minor adjustments of the traffic control set up may be made in the field with prior approval from the City Inspector. If CONTRACTOR proposes sufficient changes to the

traffic control then CONTRACTOR shall submit alternate traffic control plans for review and approval by CITY.

If the closing or opening of a street (either partially or fully) within the City of Cathedral City is approved by Facilities Superintendent, CONTRACTOR shall notify the City Inspector assigned to the project and local authorities at least twenty-four (24) hours prior to the scheduled closing or opening.

At no time is any business or residence to be without access unless otherwise approved by Facilities Superintendent. CONTRACTOR shall notify residents or businesses of restricted access forty-eight (48) hours in advance of construction activities.

A minimum of one (1) 12-foot (12') travel lane in each direction shall be maintained at all times.

Pedestrian paths of travel in areas where contract work is being performed must be maintained free of hazardous conditions. When contract operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area.

New or like-new traffic control devices as approved by the City Inspector are required. All traffic control signs shall be retro-reflectorized and shall conform to the City of Cathedral City's specifications. Installation shall conform to the WATCH manual and California MUTCD.

No reduction of the traveled way width shall be permitted before 8:30 AM or after 3:30 PM unless prior approval in writing is obtained from Facilities Superintendent.

Compensation for providing work area traffic control shall be considered included in the contract price and no additional compensation will be made therefore. The cost to do the traffic control shall include for contingencies based on working conditions and site-specific needs as directed by Facilities Superintendent.

VEHICLES ON SIDEWALKS AND TURF

No vehicles shall drive on sidewalks or turf without prior City approval.

REFUSE DISPOSAL

All refuse collected shall be removed and taken to a sanitary landfill at Contractor's expense. Disposal of debris shall not be allowed in any City trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City.

GREEN WASTE

Contractor shall remove all green waste generated from maintenance operations on a daily basis. No green waste will be allowed to remain on site after work hours. Disposal of green waste shall not be allowed in any City trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City. Contractor shall recycle all green waste removed from City landscaped areas at a County-licensed compost facility. If any

compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Cathedral City green waste. Said products shall be approved by the Public Works Manager or his designee before use. Contractor shall submit verification of green waste disposal in the Green Waste Monthly Report.

SCHEDULES

At the pre-contract start-up meeting, Contractor and City staff will review the Work Schedule submitted in the Proposal and discuss any modifications. This schedule will be considered the permanent schedule. If, during the first thirty (30) days, an adjustment in the schedule needs to be made, Contractor may submit a revised schedule for approval.

Contractor shall adhere to the schedule. City must receive notification of changes at least 24 hours in advance.

LICENSE AND CERTIFICATION REQUIREMENTS

Contractor shall possess all permits and licenses required to comply with city, county, state or federal laws for the work activities performed, including the use of chemicals. Contractor assumes responsibility and liability for use of all chemical controls and shall at all times perform chemical applications in accordance with governmental regulations and industry standards for their safe and appropriate use.

At the time that the Proposal is submitted, Contractor shall possess current licensure and certification as follows, and same shall be maintained current and valid for the term of the contract:

- C-27 Landscape Contractor License
- California State Pest Control Applicators License (QAL) for chemical applications category B for the person(s) supervising or performing herbicide applications
- Riverside County Pesticide Business License

At the time of contract award, Contractor shall possess a current City of Cathedral City Business License.

SPECIFIC SERVICES TO BE PERFORMED

The specific services to be performed include the following:

Plant Litter and Trash Control

1. Contractor shall remove and appropriately dispose of all plant litter (broken branches, broken limbs, excessive leaf-drop); trash and/or paper, cans, bottles, broken glass; dog droppings and any other out-of-place or discarded items. Plant litter includes plant debris caused by extreme temperatures or high winds.
2. Where trash cans and/or doggy stations are present, Contractor shall remove and dispose of their contents and replace the liners (City-provided trash bags). Contractor shall wipe surfaces clean.

Pest Control

1. Gophers and Ground Squirrel control will be performed on an as-needed basis as recommended by Contractor and approved by City utilizing City-approved traps.
2. Ants, to include fire ants, will be controlled on an as-needed basis as recommended

by Contractor and approved by City.

3. Contractor shall immediately report any bee activity (swarms or hives) detected. Bee removal is the responsibility of City
4. Any other pest removal or relocation will be managed by contractor but City must be advised prior to eradication and participate in the best removal or relocation methods for pest.
5. City will require from Contractor all Material Safety Data Sheets, pesticide labels, and Pesticide Control Advisor recommendations for any and all pesticide applications performed.

Weed Control

1. Contractor shall provide monthly control and/or eradication of all weeds.
2. Areas to be weeded include: planters, gravel and decomposed granite areas, sidewalks, curbs, expansion joints, fence lines, drainage areas, cobble areas, bare areas, and the area around trees.
3. Mechanical and/or chemical methods of weed control are acceptable for annual and perennial weeds with the exception of Bermuda grass, nutsedge, and bindweed, which shall be controlled by chemical means only.
4. Contractor shall remove any debris generated by the weed control process after weeds have been sprayed and plant death has occurred.
5. Weeds in turf areas will be managed on an as-needed basis.
6. City will require from Contractor all Material Safety Data Sheets on chemicals and methods to remove weeds and provide weed control.

Plant Maintenance

1. All plant material in the public right-of-way shall be maintained behind the curb line and/or sidewalk to allow for the safe passage of vehicles, pedestrians and/or the general public.
2. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant, unless otherwise directed by City and/or the contract documents. If offshoots are present, they will be left in place and irrigation will be adjusted to assure adequate water supply to the offshoots.
3. Dead or weather-damaged plant material shall be pruned or removed under direction and notification from the City.
4. Contractor shall perform pruning to maintain the size and density of all shrubs and groundcovers at the time contract awarded.

Tree Maintenance

1. All tree pruning shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines and the American National Standards Institute (ANSI) standards.
2. Contractor shall perform safety and sucker pruning on all trees (excluding palms) fifteen feet in height and under. Contractor shall prune fronds, flowers, and seed pods on all palms that have six feet of brown trunk or less. Palm Trees shall be

trimmed annually, May 15 through June 15, when the flower stalks have developed, but before flowering has occurred.

3. Tree branches shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. It's expected that any broken, dead or detached limb is considered a hazard and shall be removed automatically by Contractor during normal maintenance schedule or upon notice from City, Contractor must remove such limbs by close of business the same day.
4. Trees broken or damaged as a direct result of storm, wind, accident, vandalism or structural failure shall be pruned and/or removed, upon City's request to Contractor, within 24 hours of notification and shall be an extra to this contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

Turf Maintenance - General

1. All turf areas must be mowed in a manner that provides for the adequate and safe use of each facility for its intended purpose.
2. Bermuda grass will be mowed at $\frac{3}{4}$ " height during the active-growth period.
3. Rye grass will be mowed at 1" height starting with its first cut after overseeding and continuing until spring when the Bermuda grass becomes active.
4. Detailing and edging of turf shall include chemical and/or mechanical detailing using a string trimmer or an edger around buildings, sidewalks, mow strips, paved areas, valve boxes, goal posts, light fixtures, fence lines, walls, along infield edges, behind backstops, drainage areas, and bare areas in planters. An edger shall be used on but not be limited to hardscape areas such as sidewalks, mow strips. All other areas may use an edger or string trimmer as appropriate and as approved by City.
5. Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergents. Contractor will provide fertilizer with pre-emergents and City will reimburse Contractor at "cost plus 15%." Contractor shall apply irrigation immediately following any fertilizer application to effectively wash the product into the soil.
6. At the request by the City, mechanical core aeration shall be performed to a minimum depth of four inches (4"). Cores may be swept or mowed and dispersed during mowing operations.

Turf Maintenance – Overseeding

1. Turf areas designated for overseeding will be indicated in the Frequency Schedule. City will provide specific dates and times for overseeding scheduled based on the use of each facility.
2. Contractor shall begin lowering the height of the turf during the scheduled weekly mowing approximately three weeks before the final cut. One week before the final cut, City will reduce irrigation to the minimum in the turf areas. Contractor shall mow turf to a height of one-half inch ($\frac{1}{2}$ ") and mower blades shall not be allowed to disturb the soil.
3. All grass clippings generated from this process will be vacuumed, swept or raked after each cut.
4. A light irrigation syringe cycle will be applied before the final cut to keep the dust

- levels to a minimum (per Coachella Valley Association of Governments guidelines).
5. Actual dates for the final mowing will be determined by the City. Mowing activities will vary due to scheduled use and the actual mowing height needed to ensure seed-to-soil contact. Contractor may need to adjust work schedule to assure all work is completed during normal work hours as identified in Section 2 Hours of Work on pages 42 and 43.
 6. Contractor shall supply grass seed and will be reimbursed at cost plus 15%. The application rate for the seed shall be no less than 8 pounds per 1,000 square feet.

Turf Maintenance for Non-Overseeded Areas

1. From November 1 through March 31, mowing and irrigation on non-overseeded turf areas will be reduced per the Frequency Schedule.

Hardscape, and Decomposed Granite (DG) Planter Areas

1. Contractor shall remove any sand, gravel, grass, and plant clippings or debris from all sidewalk and hardscape areas after all maintenance activities.
2. Sidewalk cleaning shall consist of removing debris from sidewalks by blowing or sweeping.
3. Contractor shall rake underneath and around all planter areas keeping them free of debris, trash, leaves, etc. Slope areas are to be raked horizontally and not from top to bottom. If existing grade is adversely affected by raking activities, Contractor shall re-establish an appropriate grade to the satisfaction of City.
4. Using pressure-wash equipment at a minimum pressure rating of 3000 PSI, Contractor shall pressure-wash monuments and signs, sidewalks, curbs, gutters, drains, benches, drinking fountains and miscellaneous hardscape fixtures as necessary. Any damage created by Contractor through pressure-washing shall be the sole and financial responsibility of Contractor.
5. Contractor shall remove litter and debris obstructing spillways and their associated drain grates.

Irrigation System Maintenance

1. The operation, maintenance, and scheduling of all irrigation controllers and attached sensors shall be the responsibility of the Contractor.
2. All irrigation systems and their individual components shall be kept in adjustment to ensure proper water coverage and prevent unacceptable conditions such as insufficient water distribution (plant death), overspray, excessive runoff, and erosion.
3. Repairs or replacements to the irrigation system shall be made with exact parts unless otherwise authorized by the City.
4. Contractual irrigation system maintenance includes all labor for system inspections, adjustments, and repairs for all system components from the discharge side of the valve including all actuators. Contractual irrigation system maintenance from the valve to the point of connection at the water meter consists of inspections, any repair work will be considered extra work and paid accordingly. Adjustments and repairs shall include:
 - a. Valves: electrically actuated irrigation control valves, quick coupler valves, end line flush valves, lateral line flush valves, and master valves. All valves will be checked for proper operation, leaks, and solenoid function and connections (where applicable). Automatic valves will be activated from the irrigation controller, not from the bleeder valve.
 - b. The electrical circuit from the irrigation controller to the valve will be checked for proper operation.

- c. Filter and filter screen cleaning.
 - d. Lateral lines will be checked for breaks and leaks, and will be flushed at least yearly and additionally when necessary to ensure proper system performance.
 - e. Emission device checks, adjustments, and repairs shall include: sprinkler head height adjustment; nozzle spray pattern adjustment; nozzle cleaning and replacement; bubbler head height adjustment, cleaning, and replacement; tree well repair; and drip emitter cleaning, replacement, and removal and plugging if no plant is present.
5. Non-contractual irrigation system repairs:
 - a. No non-contractual work will be initiated without an approved City Work Order.
 - b. When irrigation system malfunction or damage is detected, the repair of which is non-contractual in nature, Contractor will flag the location and notify City before he close of the same work day.
 - c. Upon receipt of an approved City Work Order, repairs to a non-operational and/or damaged irrigation system shall be completed within 24 hours, or as otherwise indicated on the Work Order.
 - d. All repairs deemed non-contractual will be paid on a time-and-materials basis.
 - e. Labor will be billed per the rates under the Performance of Extra Work heading.
 - f. Materials will be billed at "cost plus 15%" or, at City's discretion, materials will be supplied to Contractor by City.
 6. Contractor shall maintain an adequate supply of irrigation parts readily available to Contractor's irrigation technician for making routine repairs of lateral lines one inch in diameter and smaller without leaving the irrigation site.
 7. Contractor shall return to City all irrigation parts that have been replaced.
 8. City will perform regular inspections of irrigation systems to ensure accuracy of Contractor's irrigation reports. If discrepancies are found, City shall consider this a performance deficiency.

Performance of Extra Work

1. Contractor shall not perform extra work without City authorization. Authorization shall be in writing, on a completed City Work Request Form, and signed by an authorized City representative.
2. Additional Work labor shall be paid at the hourly rate listed on the Additional Work Pricing Schedule unless otherwise agreed upon.
3. Additional Work materials shall be paid at the rate of "cost plus 15% mark-up."
4. Invoicing for Additional Work shall include an itemized invoice describing the unit cost and/or labor hours at the contract rate, materials costs, and copies of materials invoices from the supplier(s).

**CITY OF CATHEDRAL CITY
FACILITIES GROUNDS MAINTENANCE
PROJECT NO. 2015-FAC 01, CONTRACT NO. FAC01**

SECTION 3: ATTACHMENTS

Attachment 1

Work Schedule

CONTRACT WORK SCHEDULE - LANDSCAPE MAINTENANCE FACILITIES

MASTER MAINTENANCE ACTIVITY		For the Perimeter and Open Space around and adjacent to the Cathedral City Civic Center, Parking Structure, Bell Tower and complete maintenance of Town Square all located at 68700 Avenida Lalo Guerrero and Grounds Maintenance of Fire Station 410 & 412 located at 32100 Desert Vista Rd, Fire Station 411 located at 36913 Date Palm Drive & Fire Station 413 located at 27610 Landau Blvd.
		FREQUENCY
PLANT LITTER / TRASH CONTROL, MOWING	Remove plant litter, dog droppings, and discarded items; blow or sweep sidewalks	A, B
PEST CONTROL	Weed Control	A, B
	Gopher, Ground Squirrel & Other Pest control	H
PLANT MAINTENANCE	Prune shrubs, hedges, ground covers (not bougainvillea)	F
	Prune bougainvillea	E
	Safety-prune plant material	G
	Remove plant flower stalks	E
TREES	Safety-prune and remove suckers	G
	Pruning to maintain shape & size on mature specimens	F
	Palm Trees shall be trimmed annually, May 15 through June 15, when the flower stalks have developed, but before flowering has occurred	F
HARDSCAPE AND DECOMPOSED GRANITE (DG) AREAS	Rake planter areas	A, B
	Clean sidewalks	A
IRRIGATION SYSTEM	Irrigation inspection, adjustment, and repair	A

FREQUENCY SCHEDULE LEGEND
"Cheat Sheet"

A	Three times per week (Monday, Wednesday & Friday)- Civic Center
B	Weekly, before close of business (5:00 p.m.) on Tuesday- Fire Stations
C	Bi-Weekly (every 2 weeks)
D	Bi-Monthly (6 times per year, every two months)
E	Monthly (12 times per year, every month)
F	Annually (1 time per year)
G	As needed to maintain plant material health and/or public safety
H	As needed
I	Seasonal

**CITY OF CATHEDRAL CITY
FACILITIES GROUNDS MAINTENANCE
PROJECT NO. 2015-FAC 01, CONTRACT NO. FAC01**

SECTION 3: ATTACHMENTS

Attachment 2

Map(s)