



**CITY OF DAVIS  
YOLO COUNTY, CALIFORNIA**

(Mail or Office)  
1818 Fifth Street  
Davis, CA 95616

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**REQUEST FOR PROPOSALS  
FOR LANDSCAPE MAINTENANCE OF CITY  
GREENBELTS, STREETSAPES, PARKS &  
FACILITIES - SE AREA**

*Project Manager: Martin Jones, City of Davis Parks & General Services Superintendent*

**PROPOSAL DUE: March 21, 2019 @ 1:00 p.m.**

**Deliver Proposals To: City of Davis-City Clerk's Office  
23 Russell Boulevard  
Davis, CA 95616**

**\*NOTE\* If you choose to mail your Proposal, both the outside and inside envelope **MUST** be clearly marked as:**

**“SEALED PROPOSAL for City of Davis Landscape Maintenance  
of City Greenbelts, Streetscapes, Parks & Facilities-SE AREA  
DELIVER IMMEDIATELY TO CITY CLERK'S OFFICE”**

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## NOTICE TO CONTRACTORS

NOTICE HEREBY is given that the City of Davis will receive sealed proposals for the furnishing of all labor, materials, equipment, transportation and services for the complete general landscape maintenance of City greenbelts, streetscapes, parks and at various facility locations throughout the City of Davis as detailed in the Scope of Work.

### TIME AND PLACE FOR SUBMISSION AND OPENING:

Sealed proposals shall be submitted on or before **March 21, 2019** by the hour of **1:00 p.m.** at City of Davis, City Clerk's Office, 23 Russell Boulevard, Davis, California 95616. Any proposal received after the time specified will be returned to the contractor unopened.

All proposals will be opened, announced and recorded by the Parks & General Services Superintendent or designee on **March 21, 2019** in a public meeting at **1:00 p.m.** for that purpose. Bid Schedule Envelopes will not be opened on this date. Proposals will be opened at the Davis City Offices, Community Chambers, 23 Russell Boulevard, Davis, California 95616.

The City reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the advertisement. **In order to submit a proposal, you must attend the pre-bid conference and area tour on February 8, 2019.**

Each Contractor shall provide four copies of their proposal, in a sealed package, properly marked, to the City Clerk. Each package shall be labeled on the outside "SEALED PROPOSAL for City of Davis Landscape Maintenance of City Greenbelts, Streetscapes, Parks & Facilities-SE AREA DELIVER IMMEDIATELY TO CITY CLERK'S OFFICE" and include the **Business name, Contractor's name, Contractor's license number, email address, phone number and current mailing address.** Each proposal shall indicate specifically, the services which will be provided, the methods which will be used to complete the work and any other pertinent information relevant to the delivery of services being provided. Proposals shall be presented in the format described in Instructions to Contractors.

### OBTAINING DOCUMENTS:

Copies of the Request For Proposals, may be obtained for \$30. Acceptable forms of payment will be cash or check, written out to the City of Davis. Copies will be available during the period of **January 16 – February 7, 2019**, Monday through Friday from 8:00 a.m. - 3:00 p.m., at the Administration Building of Parks & General Services:

**1818 Fifth Street  
Davis, CA 95616  
Phone (530) 757-5656**

### BID SCHEDULE GUIDELINES:

Submit the Bid Schedule in the provided Bid Schedule envelope. **Bid pricing should not be present on any documents other than those placed in the provided sealed envelope.** Sealed pricing information will be considered at the fourth step in the process (see Award of Contract Process, below).

### AWARD OF CONTRACT PROCESS:

1. Step one evaluates the services the Contractor is proposing, which must meet or exceed the specifications provided. The Contractors who meet the minimum requirements, as determined by the Contract Evaluation Team will be selected to proceed to the next step. The Contract Evaluation Team will be composed of members of City staff.
2. Step two involves a comprehensive interview by the Contract Evaluation Team with the Contractor. The Contractor is encouraged to bring to the interview anyone who represents the company and affects delivery of the services being provided. The Contractor and their representatives present orally the services being proposed to the Contract Evaluation Team, answering questions intended to clarify their proposed service delivery.
3. Step three involves numerically ranking the proposals in order of their qualifications and service levels. This process can involve checking of references and site visits to areas which are currently being maintained by the Contractor. The proposal which, in the opinion of the evaluation panel delivers the most complete and reasonable quantity, quality and value of services is ranked number one (highest value), followed by the second highest ranked proposal and so on, until all the proposals are ranked, in a descending order.
4. Step four involves opening of the “Bid Schedule Envelope” and numerically ranking the bid pricing.
5. Step five involves interviewing the Contractor and representatives that offer the best combination of “lowest bid” and “highest value” as determined by the Contract Evaluation Team in its sole discretion. At this time an acceptable contract price is established and a bidder’s bond is provided by Contractor. If an acceptable price and commensurate service level cannot be negotiated, negotiations are officially terminated and negotiations begin with the second highest ranked Contractor, and so forth, until an acceptable contract is agreed to by all parties, at which point the contract will be taken to the City Council for consideration. Once negotiations are terminated with a Contractor, they will not be reconsidered.

### PRE-BID CONFERENCE AND AREA TOUR:

As a prospective Contractor, you are required to attend an all-day area tour and pre-bid conference (lunch will be provided) to be held on **February 8, 2019 from 8:00 a.m. to 3:00 p.m. at 1818 Fifth Street, Davis, CA 95616.** Failure to attend this conference and tour will

result in rejection of your proposal. Because space is limited, only one representative from each company may attend the tour.

#### REQUESTS FOR INFORMATION (RFI):

Following the pre-bid conference and tour, questions may be submitted in writing to Martin Jones at [mjones@cityofdavis.org](mailto:mjones@cityofdavis.org). All requests for information must be received no later than February 25, 2019. All questions received will be reviewed and answered by the Contract Evaluation Team. The City's response will be sent by March 8, 2019 to all participants who provide email or mailing addresses at the pre-bid conference and tour.

#### WITHDRAWING PROPOSALS:

No contractor may withdraw their proposal for a period of sixty (60) days after the date and time set for the opening thereof.

#### LICENSING:

The City of Davis has determined that a **C-27 Landscape Contractor** license classification is required to perform this project. Failure to possess the specified license shall render the proposal as non-responsive and shall act as a bar to award of the contract. No proposal will be accepted from a Contractor who has not been licensed in accordance with the Contractor's State License Law, Business and Professions Code Section 7000 et seq.

The City of Davis Municipal Code requires that anyone conducting business in the City obtain a **Business License**. To obtain further information, contact the Finance Office at (530) 757-5607 or go to Davis City Offices, 23 Russell Boulevard, Davis, California 95616.

#### AWARD OF CONTRACT:

The City reserves the right to reject any and all proposals and to waive irregularities in the proposal procedure. All proposals will be compared on the basis of the services to be provided detailed in the Contractor's proposal and the services required in the contract documents. The award of the contract, if it is awarded, will be to the most qualified Contractor, whose proposal complies with the requirements prescribed.

Consideration will be given but not limited to the contractor's past work performance, references from other employers similar to the City of Davis, ability to meet the service criteria specified, ability to obtain insurance coverage, possession of and ability to retain qualified personnel, possession of licenses and certifications, possession of equipment and tools necessary to complete the work specified and compliance with equal opportunity employment standards. Such award, if made, will be made within sixty (60) calendar days after the closing date and time set for receiving proposals.

A contract, if awarded, shall be entered into pursuant to the Agreement form attached hereto and incorporated herein by this reference. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be

reason for rejection of the proposal. As such, Proposer is directed to carefully review the RFP and Agreement and, in particular, the insurance and indemnification provisions therein.

BID BOND:

A Bidders Bond will be required upon Award of Contract in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a Contract.

If the award is offered to the Contractor, the Contractor agrees to accept award based upon the Contractor's Proposal and Bid Schedule and to enter into a contract.

TERM OF CONTRACT:

The term of the agreement shall be for a period of two (2) years from the date specified in the City's Notice to Contractor to Proceed. Unless either party gives sixty (60) days written notice prior to the end of such two (2) year period, the term of the Agreement shall be automatically extended an additional year from that date under the same terms, conditions and prices agreed upon in the initial proposal. No price changes are permitted during the initial two year term of this agreement.

The City shall have the option to renew said agreement for up to **three (3)** additional one year terms upon the same terms and conditions as provided in this agreement. If the contract extends beyond the initial two year term, prices may be subject to adjustment not to exceed 2% annually. At the end of the third additional one year term, the Agreement shall automatically terminate unless extended in writing by mutual written agreement of the parties.

ALTERNATES:

The City reserves all rights to accept or not accept alternates as set forth on the form.

LABOR CODE REQUIREMENTS:

Pursuant to Labor Code Section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for all public works projects in California. The wages to be paid to all workers on this project shall not be less than those specified in such wage rate determination. The wage rate specified by the Director of Industrial Relations for Landscape Maintenance Laborers is available from the Parks Department office upon request. Certified payroll audits may be requested by the City of Davis.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and any subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Agreement term. The Agreement is additionally subject to compliance monitoring and enforcement by the Department of Industrial Relations. In submitting a proposal, it shall be the proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

CITY OF DAVIS LIVING WAGE ORDINANCE:

Pursuant to City of Davis Municipal Code Chapter 15.20, the City of Davis has specified the living wage rate and minimum time off for certain employees of city service contractors. Certified payroll audits may be requested by the City of Davis.

FURTHER INFORMATION:

Further information may be obtained from the City's Parks Division office, (530) 757-5656.

By Order of the City Council,  
City of Davis

Mike Webb  
**City Manager**

## SCOPE OF WORK

### FOR LANDSCAPE MAINTENANCE SERVICES OF CITY GREENBELTS, STREETSCAPES, PARKS & FACILITIES

Pursuant to and in compliance with your Notice to Bidders and Contract Documents relating to general landscape maintenance services, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents including Attachments 1-7 and locations where the work is to be done, hereby proposes and agrees to perform fully the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a professional manner) for each of the Items on Proposal Form. Item #1 will be awarded individually, based upon the bid criteria set forth on pages 12-28. Upon the award of Item #1, Items #2 through #16 (specialized work) will subsequently be of consideration based upon the ability to do the work and the cost associated with the specialized work. All acreages are approximate. Bid items are subject to adjustments as provided in the Contract Documents.

### BID ITEMS

#### LANDSCAPE MAINTENANCE

#### ITEM 1:

DESCRIPTION/LOCATION		Total Acreage	Turf Acreage
<b>A. Greenbelt Areas</b>			
1	Barony GB	1.04	
2	El Macero Estates GB	7.40	2.50
3	Mace Ranch GB (old Mace Ranch, includes new tunnel)	12.03	3.00
4	Mace Ranch GB (new)	9.78	3.00
5	Putah Creek Pkwy (Chiles/Davis Commons/Olive Dr.)	2.40	
6	Putah Creek Pkwy (Drummond to Woodbridge)	2.93	
7	Putah Creek Pkwy (Drummond to DaVinci)	4.76	
8	Rosecreek GB	1.25	0.50
9	Southfield GB	5.10	1.70
10	Sunnyside GB	1.50	0.50
11	University GB	0.70	0.46
12	Willow Creek GB	6.30	2.00
13	Willowbank GB (9 & 10)	3.19	1.00
14	Woodbridge GB	4.07	1.5
15	Verona GB	0.76	0
16	New Harmony (new)	0.87	0
17	Willow Creek GB extension to Drummond	0.21	0
18	La Playa GB	1.4	0.35
<b>Total Greenbelt Areas:</b>		<b>65.69</b>	<b>16.51</b>



**ITEM 1: (continued)**

DESCRIPTION/LOCATION		Total Acreage	Turf Acreage
<b>B. Streetscape Areas</b>			
1	2nd Street medians, west of Mace	0.3	
2	5th Street Corridor (east of L, includes roundabout)	3.47	
3	8th St. @ J St. and @ Chestnut Ln.	0.11	
4	Aggie Village	2.00	0.75
5	Alhambra Corridor (includes monument corners)	3.68	0.2
6	Boy Scout Cabin	0.10	0.10
7	Chiles Rd. Auto Sign	0.03	
8	Cottonwood Islands	0.03	
9	Covell Blvd Corridor (East of Poleline, not including Wildhorse)	3.21	
10	Covell / Dennison Plant Strip	0.38	
11	Cowell Median & Streetscapes	1.23	
12	Danbury Corridor	0.33	
13	Dave Pelz Overcrossing	2.22	
14	Drummond Streetscape	0.89	
15	El Macero - Public Ag Buffer	1.28	
16	Lillard Corridor (Cowell to Danbury)	0.13	
17	Loyola	0.30	
18	Mace Blvd Corridor (includes I-80 overcrossing, Redbud & Blue Oak)	1.80	
19	Mace Drainage Channel bike path	2.05	
20	Mace Park n' Ride	2.00	
21	Mace Tree Lane (2nd to 5th)	3.00	
22	Maidu / San Tomas bike path	0.20	
23	Pole Line Rd. (Cowell to E. Covell)	4.85	
24	Ponteverde Ln. @ Tulip	0.05	
25	Research Park Dr. islands	0.07	
26	Richards undercrossing	0.75	
27	San Miguel Way Streetscape (includes Alicante)	0.32	
28	San Rafael (Fifth to Ponteverde)	0.44	
29	Spruce / Cypress bike path	0.10	
30	"Toad Hollow Streetscape"- Kendall, 2nd	1.11	
31	Tulip Lane / E 8th St.	0.53	
<b>Total Streetscape Areas:</b>		<b>36.96</b>	<b>1.05</b>

**ITEM 1: (continued)**

DESCRIPTION/LOCATION		Total Acreage	Turf Acreage
<b>C. Neighborhood Parks</b>			
1	La Playa Park (3350 La Playa Dr.)	4.8	3.5
2	John Barovetto Park (4400 Alhambra Dr.)	6.9	5
3	Cedar Park (626 K St.)	0.57	0.49
4	N St. Mini Park (567 N St.)	0.23	0.12
5	Willow Creek Park (3830 Cowell Blvd.)	4.6	3.5
6	Village Park (919 Arnold St.)	0.82	0.32
7	Putah Creek Park (1111 El Campo Ave.)	2.3	1.4
8	Woodbridge Mini Park (921 La Paz Dr.)	0.4	0
<b>Total Neighborhood Parks:</b>		<b>20.62</b>	<b>14.33</b>

DESCRIPTION/LOCATION		Total Acreage	Turf Acreage
<b>D. Facilities</b>			
1	Fuel Facility (1717 Fifth St.)	0.67	
2	PW Corp Yard - East (1717 Fifth St.)	0.85	
3	PW Corp Yard - West (1717 Fifth St.)	0.69	
4	PGS Corp Yard (1818-5th St.)	0.38	
5	Fire Station #33, (425 Mace Blvd. Front & Back)	1.00	0.10
6	Police Department (2600 Fifth St.)	1.50	
7	East Water Tank	0.16	
8	Well # 15 (Manzanita @ E. Covell)	0.19	
9	Well # 26 (2850 Cowell Blvd.)	0.05	
10	Well # 32 (3608 Chiles Rd.)	0.11	
11	El Macero SLS1 (44501 S. El Macero Dr.)	0.10	
12	F Street Parking Structure (101 F St.)	0.75	
13	Boy Scout Lot (616 1st St.)	0.30	
14	Depot Lot (840 2nd St.)	2.00	
15	G Street Plaza Lot (206 G St.)	0.50	
16	Davis Enterprise Lot (320 G St.)	0.75	
17	E Street Plaza & Lot (210 E St.)	0.75	
18	Bank Lot (310 E St.)	0.50	
19	Richards/Olive Lot (979 Olive Dr.)	0.56	
<b>Total Facilities:</b>		<b>11.81</b>	<b>0.10</b>
<b>SE Area Contract - Acreage Area Total:</b>		<b>135.08</b>	<b>31.99</b>

## SPECIALIZED WORK

### **ITEM 2. UNSCHEDULED WORK**

Under this item of the proposal, the Contractor shall furnish a price for hourly labor costs. The price shall include labor costs to perform unscheduled work. Provide individual pricing for Supervisor, laborers and Irrigation Technician.

### **ITEM 3. EMERGENCY CALL OUT**

Under this item of the proposal, the Contractor shall furnish a price for hourly labor costs for after-hour emergency response in consideration of business hours from 7:00 a.m. to 5:00 p.m. Price must include any minimum charges.

### **ITEM 4. TREE REPLACEMENT COST-24" box size**

Under this item of the proposal, Contractor shall provide a cost for replacement of a 24" box size tree. The price shall include all labor, materials, soil preparation, planting and fertilization as indicated in the Specifications and a 90-day guarantee.

### **ITEM 5. TREE REPLACEMENT COST-15 gallon size**

Under this item of the proposal, the Contractor shall provide a cost for planting of a 15 gallon size tree. The price shall include all labor, materials, soil preparation, planting and fertilization as indicated in the Specifications and a 90-day guarantee.

### **ITEM 6. SHRUB AND VINE REPLACEMENT-1 gallon size**

Under this item of the proposal, the Contractor shall provide a unit cost for replacement of a 1 gallon shrub or vine. The price shall include all labor, materials, soil preparation, planting and fertilization as indicated in the Specifications and a 90-day guarantee.

### **ITEM 7. SHRUB AND VINE REPLACEMENT-5 gallon size**

Under this item of the proposal, the Contractor shall provide a unit cost for replacement of a 5 gallon shrub or vine. The price shall include all labor, materials, soil preparation, planting and fertilization as indicated in the Specifications and a 90-day guarantee.

### **ITEM 8. REPLACEMENT GROUND COVER**

Under this item of the proposal, the Contractor shall provide a unit price for providing and planting a flat (72 count) of ground cover. The price shall include all labor, materials, soil preparation, planting and fertilization as indicated in the Specifications and a 90-day guarantee.

**ITEM 9. SPRINKLER HEAD REPLACEMENT-6” Rainbird pop up**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a 6" Rainbird pop-up (1806 SAM-PRS) and spray head nozzle. The price shall include material and labor to install.

**ITEM 10. SPRINKLER HEAD REPLACEMENT-4” Rainbird pop up**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a 4" Rainbird pop-up (1804 SAM-PRS) and spray head nozzle. The price shall include material and labor to install.

**ITEM 11. SPRINKLER HEAD REPLACEMENT- Hunter PGP rotor**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a Hunter PGP rotor and nozzle. The price shall include material and labor to install.

**ITEM 12. SPRINKLER HEAD REPLACEMENT- Hunter I-20-04-SS rotor**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a Hunter I-20 rotor and nozzle. The price shall include material and labor to install.

**ITEM 13. SPRINKLER HEAD REPLACEMENT- Hunter I-25-04-SS rotor**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a Hunter I-20 rotor and nozzle. The price shall include material and labor to install.

**ITEM 14. SPRINKLER HEAD REPLACEMENT- Hunter I-40-04-SS rotor**

Under this item of the proposal, the Contractor shall provide a unit cost for replacing a Hunter I-40 rotor and nozzle. The price shall include material and labor to install.

**ITEM 15. WOOD CHIP MULCH-Provided by Contractor**

Under this item of the proposal, the Contractor shall provide a unit cost per yard to provide wood chip mulch and spread to cover uniformly at a depth as per instructions by City of Davis staff.

**ITEM 16. WOOD CHIP MULCH-Provided by City**

Under this item of the proposal, the Contractor shall provide a unit cost per yard to spread City-provided wood chip mulch to cover uniformly at a depth as per instructions by City of Davis staff.

# MAINTENANCE SPECIFICATIONS

## I. GENERAL REQUIREMENTS

### A. SCOPE OF WORK

1. Contractor shall provide all personnel, equipment, tools, materials, expendable supplies and other items necessary to perform landscape maintenance services for the landscape areas listed in the Scope of Work. **(See Attachment 1 – SE Contract Area Acreage Inventory)**
2. All services shall be performed to the standards set forth herein. Acceptance of maintenance services will be based upon results, not merely accomplishment of the required services.
3. City reserves the right to add or delete landscape areas and/or square footage and modify the scope of work, schedules and/or frequency of services as deemed necessary by the City. Such additions/deletions and/or modifications shall be discussed with the Contractor and, if necessary, adjustments will be made to the contract as mutually agreed.

### B. PERSONNEL

1. Project Manager. Contractor shall provide a Project Manager, along with an alternate/on-site Project Manager, who shall be responsible for the performance of the work. The names of these persons shall be designated in writing to the City. As used in this contract, the term "Project Manager" shall include the alternate as specified above. The Project Manager shall be available within City limits by 7 a.m. to meet or confer with City representative. The Project Manager or designee shall also be available by telephone 24 hours, 7 days per week to respond to emergency situations. Contractor shall provide management services, including but not limited to employee supervision, work scheduling, safe work practices, quality control, supplies control, and management availability. The Project Manager shall have a cell phone to permit timely contact by the City and must respond to a call within 30 minutes. The Project Manager must be able to fluently read, write, speak, and understand English.
2. Supervisors. Contractor shall provide employee supervision during all working hours to assure that landscape maintenance tasks are performed to the standards set forth herein. Supervisors must be able to speak and understand English.

3. Employees. Contractor personnel shall present a neat appearance and wear work uniforms bearing the name of the company. Personnel not so attired shall not be permitted to work under this contract until properly uniformed.  
The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.
4. City of Davis Living Wage Ordinance. Pursuant to City of Davis Municipal Code Chapter 15.20, the City of Davis has specified the living wage rate and minimum time off for certain employees of City service contractors. ( **See Attachment 2 - City of Davis Living Wage Ordinance and current living wage rates**)

#### C. QUALITY ASSURANCE

1. The City will evaluate the Contractor's performance under this contract by meeting with the Project Manager or designee each week.
2. Contractor shall have a viable Quality Control Program to ensure that services meet the maintenance specifications required by this Contract.
3. The Project Manager is required to view and inspect each area at least monthly.

#### D. PHYSICAL SECURITY

1. The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will promptly be repaired by Contractor to the condition existing before the damage or be replaced, as determined by City. All costs for such repairs or replacements shall be the sole responsibility of Contractor. City reserves the right to select or approve the person/company doing the repair and the materials used. The Contractor shall be responsible for securing all areas where services are performed by closing and locking all gates, doors, bollards and padlocks.
2. Key Control. The Contractor shall establish and implement methods of ensuring that all keys and security codes issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. Contractor shall not duplicate any keys issued by the City. The Contractor shall develop key control procedures that will be included in the Contractor's Quality Control Plan.  
The Contractor shall promptly report lost key(s) to the City. The City may require the Contractor to replace, re-key or reimburse the City for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated,

all locks and keys for that system shall be replaced by the City and the total cost deducted from the Contractor's monthly payment.

#### E. WORK SCHEDULES

1. Working Hours. The Contractor shall perform basic landscape maintenance services Monday – Friday between the hours of 7:00 a.m. to 5:00 p.m. Saturday, Sunday and Holiday work shall be performed between the hours of 8:00 a.m. to 5:00 p.m., unless otherwise authorized.
2. Noise Ordinance. Davis is designated a quiet city. **(See Attachment 3 – City of Davis Noise Ordinance)**
3. Detailed Maintenance Schedule. The Contractor shall provide a detailed maintenance schedule indicating when and where specified services and tasks will be accomplished.
4. Scheduled Approval. If adjustments to the maintenance schedule are necessary, they will be discussed with the Contractor and adjustments made. The City reserves the authority to direct the Contractor to amend the maintenance schedule as necessary. These changes will be made at no cost to the City unless undue hardship to the Contractor results.
5. Rain and Inclement Weather. A standard service level shall be provided and may include clearing pathways of debris and hazards, clearing storm drains, site inspections and reporting hazards such as hanging limbs and flooding. Failure to provide acceptable level of service, by City of Davis standards, shall result in reduction in payment to Contractor, prorated on a daily rate.

#### F. STORM WATER POLLUTION PREVENTION

1. The Contractor shall follow best management practices (BMPs) to reduce pollutants from landscape activities to the maximum extent possible. Consult the California Stormwater Quality Association (CASQA) Municipal Manual for detailed guidelines.
2. Primary pollutants of concern are green waste, sediments, pesticides and fertilizers, fuels, coolant, equipment hydraulics, oils and water runoff from irrigation.
3. Storm drain protection - Look for items that have the potential to be washed into a storm drain and take time to remove them. If cleaning up debris, use dry clean-up methods instead of hosing things down.

#### G. LOST AND FOUND PROPERTY

The Contractor shall ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the City representative.

## II. GENERAL MAINTENANCE

### A. MOWING TURF

Turf shall be mowed to maintain a uniform height of not less than two (2) inches and not more than three (3) inches. This will require weekly mowing from February 14 through November 15. For the period of November 16 through February 13 mowing will be required every two weeks (or as needed, depending upon growing conditions). Mow schedules are subject to approval by Parks & General Services Superintendent or designee. Clippings are to be mulched and excessive clippings are to be removed. Papers, rubbish and debris shall be removed by the contractor prior to mowing. Contractor shall take all necessary measures to conduct all operations so as to cause the least possible obstruction and inconvenience to the public. In addition, all necessary measures shall be taken to prevent any hazard to passing persons or vehicles.

### B. EDGING

All lawns will be edged once per month. Low-growing ground cover areas, paved areas, curbs and header boards, will be edged once every two months with an edger or string trimmer.

1. All fences, light standards and structures shall be free of any plant growth to a minimum border of six (6) inches.
2. Tree wells shall be maintained no less than 18 inches and no more than 24 inches from the trunk of trees. String trimmers are not to be used around the base of trees.
3. Trimming around sprinkler heads shall be done as necessary to provide efficient sprinkler operation.
4. Grass and other debris shall be removed from sidewalks, picnic table pads and all other hard surface areas immediately after mowing and edging.
5. Gas-powered blowers must be used in accordance with the City of Davis Noise Ordinance and in a manner to minimize nuisance dust. All gas-powered equipment with **not** be used during poor air quality days.
6. Contractor shall take all necessary measures to conduct all operations so as to cause the least possible obstruction and inconvenience to the public. In addition, all necessary measures shall be taken to prevent any hazard to passing persons or vehicles.



C. AERATION

Turf areas shall be aerated once per year to a depth of 3” in the Fall prior to fertilization.

D. SHRUB BEDS / PLANTED AREAS / MEDIANS

Ground cover shall be cut back as necessary to prevent growth onto sidewalks, bike paths, paving and curbs. Areas must be kept free of rocks, glass and debris at all times. All weeds, cuttings and debris shall be disposed of at the Contractor's expense.

E. HARDSCAPES

Bike paths, sidewalks, D.G., cobble drainage areas and all hard surfaces and other paved areas shall be kept free of all plant growth, dirt, soil or other debris that might be washed from adjacent slopes or landscape areas. This includes paved areas immediately adjacent to planters and tree wells.

**III. IRRIGATION / WATERING**

A. GENERAL WATER MANAGEMENT

To conserve and protect water resources and the environment, the irrigation schedule shall be changed as required to provide supplemental water to maintain a functional and healthy turf and landscape with the minimum required amount of water.

Contractor shall follow Irrigation Association Best Management Practices as outlined in current version of Turf & Landscape Irrigation Best Management Practices.

Watering will be dictated by seasonal weather conditions and the California Irrigation Management Information System (CIMIS). Watering shall be done at night or in early morning between the hours of 9:00 p. m. and 6:00 a.m. to ensure minimum inconvenience to the public. Watering shall be managed to prevent unnecessary run-off, ponding and over-watering. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize over-spray and water waste. Water scheduling shall coincide with maintenance and equipment use to avoid ruts or damage.

B. MAINTENANCE AND SYSTEM INSPECTION

To ensure that the irrigation system continues to efficiently and uniformly distribute the water, and continues to conserve and protect water resources, the maintenance contractor shall: Periodically review the system components to verify that the

components meet the original design criteria for efficient operation and uniform distribution of water. Establish a periodic maintenance schedule for inspection and reporting performance conditions. Verify proper operation of the controller. Confirm correct date/time input and functional back-up battery. Verify that sensors used in the irrigation system are working properly and are within their calibration specifications. Adjust valves for proper flow and operation. Adjust valve flow regulators for desired closing speed. Verify that heads are properly adjusted – nozzle size, arc, radius, level and altitude with respect to slope.

C. IRRIGATION SPECIALIST

A qualified full-time irrigation specialist is required to be on the Contractor's staff, available to perform the services required under the specifications of this contract, including monthly visual check of all irrigated areas. Minimum qualifications should include a complete knowledge of automatic irrigation system installation, maintenance and repair, state-of-the-art electronic irrigation controllers and the ability to recognize changing soil conditions, plant health and drainage problems. Failure to properly monitor irrigation may result in replacement of plants at Contractor's expense.

D. IRRIGATION CONTROLLERS (See Attachment 4 – SE Contract Irrigation Inventory)

1. Central Irrigation Control System. Many city controllers are managed as satellites of an electronically based Central Irrigation Control System (CICS). The Contractor shall visually monitor the plant material at CICS sites to determine water requirements. If a change in irrigation scheduling is recommended, it is the Contractor's responsibility to relay that information to the Parks & General Services Superintendent or designee via written work request within the body of an email or an attached Word document.
2. Independent Controllers. At sites with independent controllers (not linked to the CICS), it shall be the Contractor's responsibility to visually monitor the plant material, set and program automatic irrigation for seasonal requirements and according to section III.A above.
3. Manual Valves. In areas with manual valves, it shall be the Contractor's responsibility to visually monitor the plant material and water as needed.

E. IRRIGATION PROBLEMS

1. The Contractor's irrigation specialist shall meet weekly with the Parks & General Services Superintendent or designee, at which time the specialist shall identify the irrigation problems encountered during visual inspections. Contractor's staff shall be instructed on recognition and reporting of irrigation problems. Irrigation problems such as broken lines and heads, which are discovered in the course of other work such as pruning, mowing, etc., shall be reported to the Parks & General Services Superintendent or designee within 24 hours of discovery.
2. Repairs by Contractor.

Contractor shall make simple repairs "above the tee" as part of the standard work day with parts provided by the City. It is the Contractor's responsibility to relay parts requests to the Parks Supervisor designee via written parts requisition within the body of an email or an attached word document. Repair/replacement shall be made with approved/matching swing joints, heads, and nozzles to maximize system uniformity. **(See Attachment 5 – City of Davis Standard Plan-Swing Joint/Sprinkler Head)**

Extra repairs and modifications to the irrigation systems may be required of the Contractor on a Time and Materials basis as authorized.
3. Repairs by City.

Extensive repairs will be made by City staff upon notification via a written work request to the Parks & General Services Superintendent or his or her designees within the body of an email or an attached Word Document. Notification must include controller number, station number, description of problem and flagged location.
4. Hand watering may be necessary if repairs to the irrigation system cannot be made in sufficient time to maintain the life of the turf and plant materials.

#### **IV. PEST MANAGEMENT**

##### **A. INTEGRATED PEST MANAGEMENT (IPM) PRINCIPLES**

The Contractor will be provided with a copy of City of Davis Integrated Pest Management (IPM) Policy **(See Attachment 6– City of Davis IPM Policy)** and Pesticide Hazard and Exposure Reduction (PHAER) zone park maps to acquaint the Contractor with the City's IPM philosophy and to afford the Contractor a better

understanding of this document. The City strives to provide an efficient, effective and safe approach to pest control. A copy of the revised IPM Policy will be provided at the beginning of this new SE Area Landscape Maintenance contract. For this contract, an alternate bid for mechanical and cultural weed abatement is requested. The Contractor shall survey all managed areas covered under this contract and develop a written Pest Management Plan. The plan shall provide information on areas of pest infestation; landscape design, irrigation, plant selections deficiencies and plant maintenance practices that contribute to pest infestation; and recommendations for correcting those conditions. The plan should include a monitoring program identifying pest infestation in landscape and turf areas. Other appropriate IPM activities, including decision making, intervention tactics and strategies, and evaluation methodologies should be included. Only pesticides on the City of Davis approved pesticide list (see City IPM policy) with labels and Material Safety Data Sheets (MSDS) should be included in the management plan. The plan should be submitted to the Environmental Resource Manager or designee for review and approval. An alternate "Green Pest Management Plan" should also be included, which will illustrate the management of the SE landscaped areas using only mechanical or cultural methods.

## B. CHEMICAL CONTROLS

1. Scheduled, routine pesticide treatments in any area are prohibited. Prior authorization and justification will be required for the use of any chemical controls applied on lands under the jurisdiction of the Environmental Resource Division, Public Works Department. Chemical pesticides will only be used in those authorized situations where other alternative methods are not effective. Any use of chemical controls must be recommended and approved as described below. When used, those materials with the least toxicity to humans and the environment shall be applied.
2. Any conventional pesticide used must be named on the California Department of Agriculture's approved list and must be applied in accordance with state, federal, and local laws. The Contractor or subcontractor must have on file with the City a copy of the appropriate recommendation made by a licensed Pest Control Advisor (PCA), permits and licenses prior to any application of chemicals. Applications

other than the spot spraying of individual weeds or small groups of weeds in scattered locations with Category III post-emergent chemicals must be authorized in advance by the Environmental Resource Manager or designee.

3. Pesticides must be brought to the work site in the original manufacturer's container, properly labeled with guaranteed analysis. All applications shall be performed with extreme care by or under the supervision of a qualified applicator to avoid hazard to any person or pet in the area or adjacent areas and to avoid property damage.
4. When pesticide treatments are deemed necessary, every effort will be made to time the treatment to the weeds most susceptible stage. Extreme care shall be taken not to damage any other plants, if non-selective pesticides are used. Spraying shall be confined to target species and drift is not allowed. No pesticides are to be sprayed on damp, foggy or rainy days.

C. NOTIFICATION

The Contractor shall notify the City of Davis of planned applications by submitting the Pesticide Application Justification Sheet via email attachment or in person 48 hours preceding the application. The information to be provided includes: Pest being controlled, the pesticide to be applied, the area of the proposed application and the date of the proposed application. If the application is cancelled for any reason, notification must be completed again for the next planned application date.

D. SIGNAGE

Small freestanding informational signs, provided by the City, must be placed at each end of the area being treated until the material is dry. The signs must be no more than 300 feet apart and may be moved along as the material dries. No pesticide application may be left unattended until dry. The City may require signage upon completion of some applications.

E. PLAY AREAS / PICNIC AREAS

No pesticides are to be used within 20 feet of play areas or designated picnic areas unless prior approval has been received from the Environmental Resource Manager or designee and the area has been closed to the public.

F. TURF AREAS

Pesticides shall not be used in turf areas unless prior approval has been received from the Environmental Resource Manager or designee.

G. SHRUB BEDS / PLANTED AREAS / MEDIANS

Weeds shall be controlled not to exceed a 10% population in all planters, entrances, medians, raised planter areas, and shrub beds per the City of Davis Integrated Pest Management (IPM) Policy. All weeds that exceed 12” shall be mechanically removed. Chemical applications will not be an option on weeds that have exceeded this height or have gone to seed. Upon prior approval of the Environmental Resource Manager or designee, pre-emergent may be used. Woodchips will be available to the Contractor from the City at no charge when available. Mulching in place is encouraged where appropriate.

H. INSECTS, PESTS AND DISEASE

All pest, insect, and disease problems are to be verified with the Environmental Resource Manager or designee. Pesticide applications requested for problems so identified are to be considered as additional services and will be processed according to Item 2- Unscheduled Work.

I. PESTICIDE USE REPORTING

All pesticide use shall be documented to include: material used, quantity of undiluted product, date of application and facility where applied. This record of the pesticide use shall be submitted in writing to the Environmental Resource Manager or designee by the 5<sup>th</sup> day of the following month and shall document all materials used within the City of Davis during the month. The contractor shall be registered with the Yolo County Agricultural Commissioner and shall file monthly pesticide use reports with Yolo County.

V. FERTILIZATION

All turf areas and shrub beds shall be fertilized at least once per year, in the Fall, with a balanced product approved by the Parks Superintendent or designee. The City shall be notified two weeks prior to the expected date of application, which the City will monitor accordingly. Contractor shall provide MSDS and label for proposed fertilizer product. Fertilizer is to be applied according to the manufacturer's recommended number of pounds per acre. The Contractor shall provide all materials, equipment and labor. All

empty fertilizer bags shall be marked with application date & location and turned in to the Parks Superintendent or designee within 24 hours of application. Fertilizer shall be removed from paved surfacing immediately following application and prior to watering. If the turf shows signs of fertilizer deficiency, additional applications may be required on a Time and Materials basis.

## **VI. LITTER CLEAN UP / TRASH DISPOSAL**

### **A. GENERAL CLEAN-UP**

All areas shall be kept free of all litter, including broken glass, animal waste or other debris. This will require a thorough clean-up of all areas at least once weekly throughout the year. Any rubbish or debris shall be properly disposed of by the Contractor. High visibility or high use areas such as athletic fields and play areas may have to be cleaned on a daily basis. This may include daily use of a blower if normal debris pickup is not adequate.

### **B. PICNIC AREAS**

Picnic tables are to be washed down monthly or as needed to provide clean, sanitary surfaces. Barbecues are to be cleaned as needed to remove ashes and cooked on food residue. A wire brush will work for cleaning grills. Park benches are to be kept clean and sanitary. This may require washing off debris and spilled material.

### **C. TRASH AND RECYCLE RECEPTACLES**

All trash and recycle receptacles shall be emptied at least once weekly and more often if cans fill up sooner. High visibility or high use areas such as neighborhood parks, athletic fields and play areas may have to be cleaned on a daily basis. Areas adjacent to cans should be kept free of trash and debris. Receptacles shall be emptied weekly regardless of the capacity or fill level, as neglected waste presents an unsanitary condition. Receptacles shall be cleaned as needed. Trash liners, provided by the Contractor, are to be changed each time the receptacles are emptied. Trash and recycling shall be properly disposed of away from the park sites at the Contractor's expense. Receptacles will be provided by the City and should be replaced before they become rusted or unsightly.

### **D. LEAF LITTER**

Leaves shall not be allowed to accumulate upon turf, paved areas, medians, other hard surface areas or along fence lines and other structures. Leaves in shrub beds may be

left up to a six inch mulch ground cover to increase soil quality and moisture retention. In areas where leaves may cause a fire hazard, may block drain inlets or may be blown onto private property, streets, walkways and bike paths, leaves should be picked up and either placed in beds where the mulch is needed or hauled off.

## **VII. PLAY AREAS**

### **A. VISUAL INSPECTION**

All play areas are to be visually inspected at least five times per week with each inspection occurring on a different day. Visual inspection includes checking for obvious hazards such as broken glass and sharp objects in the surfacing material or broken parts on equipment.

### **B. DAILY CLEAN UP**

After visual checks are made, play areas are to be kept clean and free of debris and animal feces at all times. Cushioning material, such as sand and wood fiber, shall be raked and replaced under swings and slides. Equipment is to be kept clean and sanitary. This may require washing off debris and spilled material.

### **C. HAZARD REPORTING**

All hazards such as broken or damaged equipment shall be **immediately secured and/or posted** with suitable warning signs to protect the public and must be reported to the Parks & General Services Superintendent or designee **immediately** upon discovery.

## **VIII. TREES, SHRUBS AND GROUND COVERS**

### **A. SCOPE OF WORK**

1. All plant materials shall be kept in a healthy growing condition. Prune to enhance the natural growth habit and vigor and to conform to the design concept of the landscape. Shrubs shall not be clipped into balled or boxed forms. To maintain growth within space limitations, annual hard pruning of shrubs may be required. Pruning is to be scheduled after bloom if possible.
2. The scope of the pruning shall include all work performed to a height of fifteen (15) feet on all limbs up to two inches in diameter. All clippings are to be disposed of away from the site at the Contractor's expense.



3. Downed limbs up to 6” diameter and all dead plants shall be removed from landscaped areas. Dead trees removed shall be reported to the Urban Forest Division for scheduled tree replacement.

#### B. PRUNING STANDARDS

All pruning shall be done by qualified personnel, using recognized and approved methods and techniques. The guidelines and standards of proper pruning practices, published by ANSI (American National Standards Institute) A300 Standards for Pruning Part 1 shall be used to evaluate the Contractor's work.

1. Excessive pruning or stubbing back is not permitted.
2. All pruning cuts shall be made outside the branch bark ridge and at the branch bark collar. They shall be cleanly cut with no tearing or peeling of the bark.
3. No tree over one inch in diameter at breast height (DBH) shall be removed without prior authorization by the Parks & General Services Superintendent.
4. The Contractor shall not:
  - a. Leave branch stubs.
  - b. Make unnecessary heading cuts.
  - c. Cut off the branch collar (not make a flush cut).
  - d. Top or lion's tail trees (stripping a branch from the inside leaving foliage just at the ends). As defined in the ANSI A300 Pruning Standards Part 1 Sections 4.23 and 4.25.
  - e. Remove more than 25 percent of the foliage of a single branch.
  - f. Remove more than 25 percent of the total tree foliage in a single year.
  - g. Damage other parts of the tree during pruning.
  - h. Use wound paint.
  - i. Prune without a good cause.
  - j. Use hedge trimmers or other pruning shears to raise tree crowns.
  - k. Use string trimmers near the base of any City tree.
  - l. Mow over mulch areas of City trees or near the base of any City tree.

#### C. YOUNG TREE PRUNING

Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of 12 to 24 inches and radial orientation so as not to overlay one

another. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition, with as much foliage as possible to promote caliper trunk growth (tapered trunk). Trees shall be pruned to have a strong central leader. Contractors must be trained by City of Davis Urban Forest staff prior to engaging in structural pruning of young or small City trees.

#### D. CORRECTIVE PRUNING

Pruning of trees and shrubs shall be done as needed to achieve the following:

1. To prevent wind and storm damage and to correct misshaping caused by wind.
2. To raise lower limbs of trees to a nine foot clearance over walks or bike paths and to a sixteen foot clearance over roadways.
3. To cut back shrubs to a one foot minimum clearance of bike paths.
4. To cut back shrubs or raise tree limbs that rub on walks, fences, buildings or poles.
5. To remove suckers, water spouts and other undesirable growth, without the use of string trimmers or mechanical pruning shears.
6. To remove all dead or damaged branches.
7. Where shrubs have become a nuisance or hazard, removal as an alternative to pruning will be considered by Parks & General Services Superintendent or designee upon written request.
8. To provide path light clearance.

#### E. LINE OF SIGHT PRUNING

Aggressive pruning may be necessary for safety concerns. To assure line of sight along bike paths and roadway intersections it may be necessary to keep shrub height below three feet on curves or at intersections. Pruning to remove hazards shall be done immediately.

#### F. TREE STAKING

The Contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support at which time they shall be removed and returned to the Corporation Yard. The Contractor shall be responsible for any additional staking required with Redi Stakes or wood poles as provided by the City.

Contractor shall notify the Urban Forest Division for inspection after new tree staking.

**G. GROUND COVERS**

Ground covers shall be cut back in height once per year as directed by the Parks & General Services Superintendent or designee. Ground cover shall be cut back as needed to prevent growth onto sidewalks and curbs. All clippings are to be disposed of away from the site at the Contractor's expense.

**IX. PARKING LOTS**

Parking lots are to be cleaned once per week. Policing of trash, bottles, etc. shall be done at least twice per week with at least two days between those clean-up days. All trash and debris will be removed and properly disposed of. All plant materials in planter areas shall be kept pruned to maintain proper clearances for vehicle access.

Contractor shall take all necessary measures to conduct all operations so as to cause the least possible obstruction and inconvenience to public traffic and safety. In addition, all necessary measures shall be taken to prevent any hazard to passing persons or vehicles.

**X. NON-LANDSCAPED STREET AREAS**

**A. HARDSCAPES**

Non-landscaped corner islands and medians shall be kept free of all plant growth, dirt, soil and other debris. This includes pedestrian areas within the corner islands and the paved areas immediately adjacent to islands and medians.

**B. WEED CONTROL**

All weed abatement activities must be carried out in conformity with the Section IV PEST MANAGEMENT section above.

**C. TRAFFIC/PEDESTRIAN PROTECTION**

Contractor shall take all necessary measures to conduct all operations so as to cause the least possible obstruction and inconvenience to public traffic and safety. In addition, all necessary measures shall be taken to prevent any hazard to passing persons or vehicles.

**XI. HAZARDS**

- A. All hazards such as hanging limbs, broken benches, pot holes on grounds, standing water, rope tied to tree limbs, tree houses, tunnels, excavations and unsecured material, such as wood, wire, metal, etc., shall be immediately secured and/or posted with suitable warning signs to protect the public. Immediately upon securing and/or posting, notify the Parks & General Services Superintendent or designee of the condition. Upon receiving permission, the Contractor may be required to provide the appropriate remedy.
- B. Broken or damaged furniture, amenities, irrigation, plumbing and fixtures or any other further needs of service found or discovered during the course of daily work shall be reported to the Parks & General Services Superintendent or designee no later than the next business day.

**XII. VANDALISM**

All acts of vandalism shall be reported immediately to the Parks Superintendent or designee. Upon approval of the Parks & General Services Superintendent or designee, the Contractor may be requested to make necessary repairs at an agreed upon cost. Graffiti vandalism should be reported immediately to the Graffiti Hotline, (530)757-5600.

**XIII. TRAFFIC AND SAFETY REQUIREMENTS**

**A. WORKING IN STREET CORRIDORS**

Any Contractor performing work in a street right-of-way shall conduct any operations so as to cause the least possible obstruction and inconvenience to public traffic and safety. Contractor shall take all necessary measures to maintain adequate room for pedestrian, bicycle and motor vehicles to prevent accidents and to protect the site of the work. During performance of work, the Contractor shall, as far as practicable, keep the project site free of rubbish and debris and as safe a condition as possible. All employees shall be properly trained regarding the hazards of working in traffic. Each vehicle shall be supplied with at least three (3) orange safety cones and reflective safety vests for all employees in the vehicle. Safety signage and cones shall be used in compliance with the Occupational Health & Safety Administration (OSHA) Manual on Uniform Traffic Control Devices (MUTCD) and can be viewed at [http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm).

**B. BIKE LANES**

A suitable width of any street shall be kept available for traffic, including the necessary provisions for bicycle safety. All employees shall be properly trained regarding the hazards of working in and around bicycle traffic.

**C. DRIVING ON BIKE PATHS IN PARKS AND GREENBELTS**

1. Bollards, which prevent unauthorized motor vehicle access to parks and greenbelts, are to be immediately replaced and locked after entry or exit.
2. Trailers are permitted on bike paths or other paved surfaces in parks or greenbelts only upon prior approval of the Parks & General Services Superintendent or designee. Trailers must otherwise remain upon roadways or in parking lots.
3. When pedestrians or bicyclers approach, pull vehicle to the edge of pavement and stop to allow them to pass safely. Work should be planned to avoid conflicts during times of heavy bike path usage.

**D. PERMITS REQUIRED**

All vehicles which may be driven in a park or greenbelt must display on the dashboard a “City of Davis Contractor Permit to Drive in Park or Greenbelt”. Such permit will be provided by the City and must be renewed annually.

# **INSTRUCTIONS TO CONTRACTOR/ PROPOSAL REQUIREMENTS**

## EXAMINATION OF SPECIFICATIONS, SITES AND CONTRACT

Contractor shall examine carefully the sites where the services are to be provided, the specifications and the bid and contract forms. The submission of a proposal shall be conclusive evidence that the Contractor 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 and as to the requirements of the proposal, specifications and the contract.

## PROVISION OF SERVICES ESTIMATE

The acreages given in the Notice to Contractors and in the bid and contract forms are approximate only, being given as a basis for the development of proposals. The City of Davis does not expressly or by implication guarantee these acreages and it is the responsibility of the Contractor to measure and confirm acreages where deemed necessary.

## INSTRUCTIONS

Fully complete each of the following elements for your proposal. This information should be contained in a binder with your company's name and address on the cover. Each set should have the requirements set forth below, tabbed with dividers for easy reference at the bid opening. Provide four (4) complete sets of your proposal for consideration by the Contract Evaluation Team. Where practicable, the pages of all such documents shall be produced double-sided on recycled paper.

### Tab Dividers:

- 1) Contractor Information**
- 2) Maintenance Plan and Schedule**
- 3) Supplemental Questionnaire**
- 4) Proposal for Landscape Maintenance**
- 5) Certification of Contractor's Experience and Qualifications**
- 6) W/C Insurance Certifications**
- 7) List of Similar Projects #1-3**
- 8) List of Proposed Subcontractors (if any)**
- 9) Certification of Subcontractor's Experience & Qualifications (if any)**
- 10) Vehicle/Equipment List**

## CONTRACTOR INFORMATION

Firm Name: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone/Fax Number: \_\_\_\_\_

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

Check One:	<input type="checkbox"/> Sole Proprietorship	Years in	
	<input type="checkbox"/> Partnership	Business:	_____
	<input type="checkbox"/> Corporation State of Inc.:		

Current Number of Full Time Employees: \_\_\_\_\_

Total Gross Revenue (2016):         \$ \_\_\_\_\_

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Name of Project Manager to be assigned to this Contract:

\_\_\_\_\_

Years of experience of assigned Project Manager: \_\_\_\_\_

Briefly describe background/experience of assigned Project Manager:

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

Name of Alternate Project Manager:

\_\_\_\_\_

Years of experience of alternate Project Manager: \_\_\_\_\_

Briefly describe background/experience of alternate Project Manager:

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

## MAINTENANCE PLAN AND SCHEDULE

Each Contractor shall present as a part of their proposal a detailed maintenance plan and schedule. The maintenance plan and schedule shall include the **number of employees** who will perform the services, the **number of days per week** the services will be performed and the **weekly labor hours** expended in performing the services.

Describe your Company's plan for annual weed and pest control; tree, shrub and ground cover maintenance; turf maintenance; aeration and fertilization and associated tasks and scheduling.

The Plan and Schedule provided by the Contractor shall be presented as the Contractor's intended schedule of maintenance representing the actual methods, equipment, man hours, etc. the Contractor proposes to complete if awarded the contract.

If the Contractor fails to complete and present a written maintenance plan and schedule with their proposal or if the information provided does not include the required level of service as indicated in the *Scope of Work and Maintenance Plan and Specifications*, it shall be considered non-compliant with the specifications and the Contractor's proposal shall be rejected.



## SUPPLEMENTAL QUESTIONNAIRE

Each Contractor shall present as a part of their proposal answers to the following questions. Forms are not provided. In answering each question, the Contractor shall clearly describe the services that will be completed. All information should be clearly and concisely presented in a legible manner.

If the Contractor fails to answer questions appropriately as a part of their proposal or if the information provided does not demonstrate the required level of service as delineated in the *Scope of Work* and *Maintenance Specifications*, it shall be considered non-compliant with the specifications and the proposal shall be rejected.

### Please Answer the Following Questions:

- 1) Provide information about the experience and qualifications of the workers assigned to apply chemical applications. Include information about the equipment, which will be used, the common names of any products which will be used and the application rates, if required, which will be used.
- 2) Provide information about the experience and qualifications of the workers assigned to apply organic (Green) chemical applications, also include all relevant experience for mechanical weed abatement. Include information about the equipment that will be used, the common names of any organic products that will be used and the application rates if required, which will be used.
- 3) Provide information about the experience and qualifications of the workers assigned to complete tree work. Describe the shrubbery and groundcover maintenance program you propose for this project. Include types of tools, frequencies of various activities, etc.
- 4) Identify the application methods and equipment, which will be used in the Fertilization Program. Include a description and common names of any products proposed for use including the N-P-K analysis of the product.
- 5) Describe your Company's water management philosophy and plan to manage and maintain the irrigation system as required in the *Scope of Work*.
- 6) Describe your company's philosophy and experience in implementing an Integrated Pest Management (IPM) Plan and provide examples of IPM practices used by your company.
- 7) What safety training and educational opportunities do you provide your employees? Describe the measures you will require your employees to follow to assure their safety when working.
- 8) Describe your company's Quality Assurance Program and how the program functions.

- 9) Describe your experience in playground maintenance and inspections. Include any training that is provided to your employees performing this work.
- 10) How long has the average grounds person (not supervisor) worked for your company? What steps do you take to retain qualified personnel?
- 11) What type of medical insurance plan do you offer to your employees and is coverage available immediately or is there a waiting period?
- 12) How will you address the City of Davis Living Wage Ordinance?
- 13) How does your company address holiday coverage, unscheduled work and emergency call outs?
- 14) Describe any value added services that your company will provide as part of this contract?

## **PROPOSAL FOR LANDSCAPE MAINTENANCE**

In this section, please present your proposal stating how you will perform maintenance of landscaped areas listed under the *Scope of Work*. Discuss how you will meet or exceed the maintenance specifications. You are free to include written material, graphics, photographs or any other pertinent information, which will describe how your company will perform landscape maintenance for the City of Davis. Please limit size of materials to 8½" x 11", but use any number of pages to convey your message. This information should be contained in a binder with your company's name and address on the cover. This portion of the proposal is very important because it allows you to be creative in your presentation and allows us to select those proposals, which are extraordinary in presentation and in maintenance methods and scheduling. Where practicable, the pages of all such documents shall be produced double-sided on recycled paper.

## **CERTIFICATION OF CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS FORM**

The undersigned Contractor certifies that they are, at the time of presenting this proposal, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Contractor further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the Contractor represents that they are competent, knowledgeable and have special skills on the nature, extent and inherent conditions of the work to be performed. Contractor further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Contractor expressly acknowledges that they are aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

\_\_\_\_\_  
Sign Here

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Official Title

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

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Title of Witness

**CERTIFICATION OF CONTRACTOR'S  
WORKERS COMPENSATION AND EMPLOYER'S  
LIABILITY INSURANCE**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Sign Here

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Official Title

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

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Title of Witness

**ATTACHMENT TO CONTRACTOR'S CERTIFICATION  
OF EXPERIENCE AND QUALIFICATION  
LIST OF SIMILAR PROJECTS #1**

Project Name: \_\_\_\_\_

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

Dates Project Area Serviced: Beginning: \_\_\_\_\_ To: \_\_\_\_\_

Owner or Managing Agent: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Owner's Representative on Site: \_\_\_\_\_

Owner's Representative on Site Telephone Number: \_\_\_\_\_

Total Monthly Labor Hours: \_\_\_\_\_

Total Acreage of Project: \_\_\_\_\_ Total Turf Acreage: \_\_\_\_\_

Types of Services Performed: (check "yes" if service is provided by your Company's staff, or "no" if service is not provided by your Company's staff)

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Irrigation Maintenance                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Irrigation Installation                   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Arboricultural Services (Trees)           | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Maintenance  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Installation | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Turf Maintenance                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Playground Areas                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Litter Removal                            | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Restrooms                                 | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Pesticide Applications                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Fertilization                             | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Additional information: (attach any additional information about this project to this sheet)


**ATTACHMENT TO CONTRACTOR'S CERTIFICATION  
OF EXPERIENCE AND QUALIFICATION  
LIST OF SIMILAR PROJECTS #2**

Project Name: \_\_\_\_\_

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

Dates Project Area Serviced: Beginning: \_\_\_\_\_ To: \_\_\_\_\_

Owner or Managing Agent: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Owner's Representative on Site: \_\_\_\_\_

Owner's Representative on Site Telephone Number: \_\_\_\_\_

Total Monthly Labor Hours: \_\_\_\_\_

Total Acreage of Project: \_\_\_\_\_ Total Turf Acreage: \_\_\_\_\_

Types of Services Performed: (check "yes" if service is provided by your Company's staff, or "no" if service is not provided by your Company's staff)

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Irrigation Maintenance                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Irrigation Installation                   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Arboricultural Services (Trees)           | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Maintenance  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Installation | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Turf Maintenance                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Playground Areas                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Litter Removal                            | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Restrooms                                 | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Pesticide Applications                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Fertilization                             | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Additional information: (attach any additional information about this project to this sheet)


**ATTACHMENT TO CONTRACTOR'S CERTIFICATION  
OF EXPERIENCE AND QUALIFICATION  
LIST OF SIMILAR PROJECTS #3**

Project Name: \_\_\_\_\_

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

Dates Project Area Serviced: Beginning: \_\_\_\_\_ To: \_\_\_\_\_

Owner or Managing Agent: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Owner's Representative on Site: \_\_\_\_\_

Owner's Representative on Site Telephone Number: \_\_\_\_\_

Total Monthly Labor Hours: \_\_\_\_\_

Total Acreage of Project: \_\_\_\_\_ Total Turf Acreage: \_\_\_\_\_

Types of Services Performed: (check "yes" if service is provided by your Company's staff, or "no" if service is not provided by your Company's staff)

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Irrigation Maintenance                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Irrigation Installation                   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Arboricultural Services (Trees)           | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Maintenance  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Tree, Shrub and Ground Cover Installation | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Turf Maintenance                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Playground Areas                          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Litter Removal                            | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Restrooms                                 | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Pesticide Applications                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Fertilization                             | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Additional information: (attach any additional information about this project to this sheet)




## PROPOSED SUBCONTRACTORS FORM

**ALL CONTRACTORS MUST PRESENT A LIST OF PROPOSED SUBCONTRACTORS WITH PROPOSAL.** The list must include the name, business addresses and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Contractor is awarded the contract. No subcontractor doing work in excess of 0.5 percent of the total amount of the proposal who is not listed shall be used without the written approval of the Park Manager or designee. (Additional supporting data shall/may be attached to this page).

**Failure to submit the names of the subcontractors, copies of appropriate licenses and/or certifications, their business addresses and description of the work, may be considered non-compliance with the specifications and the proposal shall be rejected therefore. Do not list alternative subcontractors for the same work.**

BUSINESS NAME	BUSINESS ADDRESS	DESCRIPTION OF WORK PERFORMED
1. _____	_____	_____
	_____	
2. _____	_____	_____
	_____	
3. _____	_____	_____
	_____	
4. _____	_____	_____
	_____	
5. _____	_____	_____
	_____	

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT TO PROPOSED SUBCONTRACTORS FORM  
CERTIFICATION OF CONTRACTOR’S SUBCONTRACTOR  
EXPERIENCE AND QUALIFICATIONS**

The undersigned subcontractor certifies that they are licensed by the State of California to perform the type of work required under the terms of the contract documents. Subcontractor further agrees and certifies to complete the specialty work herein described.

No subcontractor will be recognized as such, and all persons engaged in the specialty work assigned will be considered as employees of the Contractor and they will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The purpose of the Contractor to retain the services of the subcontractor is to perform specialty work related to the contract requiring special licenses, certifications and experience that would otherwise not be available from the Contractor.

The subcontractor must provide sufficient evidence demonstrating their competence, possession of required licenses or certification and their ability to complete the specified work. All necessary information shall be attached to this form and will be considered as a part of the bidder’s qualifications.

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

\_\_\_\_\_  
Contractor’s License No.

\_\_\_\_\_  
Title of Signatory

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

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
State of Incorporation

**Specialty Service Provided to Contractor’s Proposal:**

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

**Specialty License/Certificate No.** \_\_\_\_\_

**(Attach Copy of License/Certificate and Résumé of Experience to this Form)**

**(A separate form is required for each Subcontractor)**



## **GENERAL CONDITIONS**

### ARTICLE 1. AWARD OF CONTRACT

#### Section 1.01. Execution of Contract

The contract shall be signed by the successful Contractor and returned, together with the insurance certificate, within ten (10) working days after the Contractor has received the contract documents. Failure of the Contractor to execute the proposed contract and return same to the City with evidence of the insurance specified in said contract within (10) working days after receiving the contract for execution shall be just cause for the City to withdraw its acceptance of the proposal.

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any award or any rights, title or any interest therein, without prior written consent of the City of Davis. Any assigning, transferring, conveying, subletting or disposing of any awards, rights, title or any interest of contract without the prior written consent of the City shall make the contract void.

### ARTICLE 2. INDEMNIFICATION AND INSURANCE

#### Section 2.01. Indemnification of City

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the above paragraph that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement,

and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

Such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses or liability occasioned as a result of damages to adjacent property caused by the conduct of the work.

Such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses or liability occasioned as a result of the violation by Contractor, the Contractor's agents, employees or independent contractors or subcontractors, of any provisions of federal, state or local law.

Such indemnity obligation also expressly extends to and includes any claims, demands, damages, costs, expenses or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the premises of the work or as a result of the work, whether such persons are on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole or active negligence or willful misconduct of the City.

#### Section 2.02. Indemnification of Adjacent Property Owners

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the City prior to commencement of the work on or about such property.

#### Section 2.03. Insurance

Contractor shall obtain, at Contractor's sole cost and expense, all insurance required by these conditions. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City Parks & General Services Superintendent within ten (10) working days after being notified of the award of the contract, and before execution of the agreement for construction by the City.

Contractor shall not commence work until such insurance has been approved by Parks & General Services Superintendent and City.

#### Section 2.04. Subcontractor's Insurance

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and to verify their compliance when requested by the Parks & General Services Superintendent or designee.

If requested by the Parks & General Services Superintendent or designee, Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all subcontractors; provided, however, that this authority shall not relieve Contractor of his or her obligation to ascertain the existence of such insurance.

Section 2.05. Effective Date of Policies

The insurance required by this article shall be maintained by Contractor in full force and effect at all time during execution of the work. Every policy shall also be endorsed to state that the City shall be given notice of non-renewal.

Section 2.06. Medical Insurance

The City of Davis requires all contractors to carry minimum medical coverage for their employees.

Section 2.07. Workers' Compensation and Employers' Liability Insurance

In accordance with the provisions of Section 3700 of the Labor Code, Contractor, and each subcontractor, shall secure the payment of compensation to his or her employees. Contractor and each subcontractor shall provide workers' compensation insurance and occupational disease insurance as required by law and employer's liability insurance with minimum limits of \$1,000,000 covering all work places involved in the Contract Documents.

Contractor shall sign and file with the City the following declaration on the form provided by the City:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor shall require each subcontractor to file such statement with Contractor prior to allowing that subcontractor to commence work.

The Contractor shall furnish a certificate of workers' compensation/employer liability insurance to the City. Said certificate shall provide that at least thirty (30) days prior written notice shall be served on the City prior to the cancellation or change of such insurance of self-insurance. Said certificate shall also provide that the insurer shall waive all rights of

subrogation against the City and each of their respective officials, employees and volunteers for losses arising from work performed by Contractor to the City. Such insurance certificate shall be delivered to the Parks & General Services Superintendent within ten (10) working days of award of the contract, and before the City will execute the agreement for construction.

Section 2.08. Liability Insurance

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, if admitted, unless otherwise acceptable to the City.

A. Contractor and its subcontractors shall procure and maintain insurance on all of their operations during the progress of the work for the following minimum insurance coverages:

1. Comprehensive general liability insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, death and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to work performed under this contract or the general aggregate limit shall be twice the required occurrence limit.

2. The insurance shall cover all operations of Contractor and its subcontractors, including but not limited to the following:

- (a) Premises, operations and mobile equipment liability
- (b) Completed operations and products liability
- (c) Use of independent contractors

3. Automobile liability, code 1 (any auto) insurance, including all owned, hired and non-owned equipment for bodily injury and property damage of \$1,000,000 per accident. The automobile liability policy shall be endorsed to delete the pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

B. The following terms shall be included in the insurance, either within the policy or by endorsement:

1. All policies shall be endorsed to include the City of Davis, its elected officials, volunteers and employees as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or any of their respective officials, employees or volunteers.

3. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. The Workers Compensation insurer shall agree to waive all rights of subrogation against the City or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

5. The policy shall state that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the City or any of their respective officers, agents, employees or volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.

6. Each policy shall be endorsed to state that coverage shall not be canceled, suspended, voided or changed nor may the retroactive date of the policy or any renewal or replacement policy be changed by either party except after thirty (30) days prior written notice to the City.

C. Additional terms or provisions:

1. Verification of Coverage: Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

2. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City or any of their respective officers, agents, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

3. If Contractor fails to provide any of the required insurance coverage, the City may procure required policies and deduct any cost from any payment due.

### ARTICLE 3. CONDUCT AND PROSECUTION OF WORK BY CONTRACTOR

#### Section 3.01. Acceptance of All Conditions and Terms

By submitting its proposal, Contractor covenants and agrees to accept all conditions and terms required by the Contract Documents on its performance and discharge of this contract.

#### Section 3.02. Compliance with Applicable Laws

Throughout the operation of this contract, Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances, including but not limited to the requirements of the federal Immigration and Naturalization Act and California Labor Code



Sections 1773.8, 1775, 1776, 177.5 and 1810, which are incorporated herein by this reference. Contractor agrees to obtain and comply with all permits and licensing requirements, including but not limited to the requirement to obtain a valid business license from the City of Davis, and to pay all fees and give all notices necessary for the lawful prosecution of the work.

Section 3.03. Air Quality

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

Section 3.04. Water Quality

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

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

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

## Maintenance and Guarantee

The Contractor hereby guarantees that the entire work performed under the contract will meet fully all requirements as to quality of workmanship.

### Section 3.05. Work Schedule

As soon as notified of the award of the contract, the Contractor and the Parks & General Services Superintendent or designee shall meet, and thereafter shall meet on a periodic basis, to prepare a work schedule for accomplishing the work. Said schedule should show the location and the dates of the expected

start and completion of the various items of the contract work. Contractor shall diligently execute the work to completion according to the work schedule. During a scheduling conference between the Contractor and the Parks & General Services Superintendent or designee, the work schedule will be discussed and modified if required by the City. Every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed in an efficient manner. If the Contractor requires a change in work scheduling, they must contact the Parks & General Services Superintendent or designee prior to the change for authorization.

### Section 3.06. Subletting and Assignment

The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Parks & General Services Superintendent or designee and the surety of the Contractor's bond and such consent of surety, together with a copy of the subcontract shall be filed with the Parks & General Services Superintendent or designee. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of its liabilities under the contract. All persons engaged in the project, including subcontractors, will be considered as employees of the Contractor, their work being subject to the provisions of the Contract Documents. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Parks & General Services Superintendent or designee, said subcontractor shall be removed immediately from the project upon request by the City Parks & General Services Superintendent or designee and shall not again be employed on the work, and the Contractor shall be held liable for the deficient work. The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under it.

### Section 3.07. Character of Workers

Any overseer, superintendent, laborer or other person employed by the Contractor who is intemperate, incompetent and/or argumentative or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

Section 3.08. Background Checks

Contractor shall ensure that its employees pass a criminal history background check prior to performing the Services. No person who has a conviction for any offense listed in California Public Resources Code section 5164(a)(2) shall perform any Services, except as permitted by the City. Contractor shall be responsible for screening its employees and shall, prior to beginning the Services, provide to the City a certification stating under penalty of perjury that its employees who are performing Services have passed the requisite background check. Contractor shall include substantially similar provisions in all subcontracts related to the performance of the Services.

Section 3.09. Uniform Code

All workers employed on the work shall be required to wear a uniform; minimally a tee-shirt or other work shirt with company name written on it.

Section 3.10. Agents or Lead Workers

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor shall provide a qualified lead-worker on the job at all times. All notices, communications, orders or instructions given, sent to or served upon such agent or foreman by the City Parks & General Services Superintendent or designee shall be considered as having been served upon the Contractor.

Section 3.11. Temporary Suspension of Maintenance Activities

The City Parks & General Services Superintendent or designee shall have the authority to suspend the contract work, wholly or in part, for such a period of time as he/she may deem necessary, due to unsuitable weather or to such other conditions as he/she considers unfavorable for the proper prosecution of the work, or for such time as he/she may deem necessary due to failure on the part of the Contractor or workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the City Parks & General Services Superintendent or designee and shall not resume operations until so ordered in writing.

Section 3.12. Time of Completion and Liquidated Damages

If all the contract work is not completed in all parts and requirements within the time specified in the work schedule or any of the Contract Documents, the City shall have the right to grant or deny an extension of time for completion as may seem best to serve the interest of the City. Pursuant to Government Code Section 53069.85, the Contractor may be assessed as fixed and liquidated damages, and not as a penalty, the amount of Seven Hundred Fifty Dollars (\$750.00) per day during any delay in the completion of the work. No liquidated damages shall be assessed for delay caused by acts of God or of the public enemy, acts of the State, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify

the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay and the finding thereon shall be final and conclusive.

#### ARTICLE 4. CONTROL OF THE WORK

##### Section 4.01. Authority of the Parks & General Services Superintendent or Designee

The City Parks & General Services Superintendent or designee shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the work and any and all questions which may arise as to the interpretation of the Contract Documents, including the specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor and all questions as to claims and compensations. The decision of the City Parks & General Services Superintendent or designee shall be final, and he or she shall have relative authority to enforce and make effective such decisions and actions if the Contractor fails to carry out promptly.

##### Section 4.02. Protection of the Work

The Contractor shall continuously maintain adequate protection of all his/her work from damage and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

##### Section 4.03. Alterations, Increases and Decreases of Work to be Done (Change Orders)

The City reserves the right to increase or decrease the quantity of any item or portion of the work within the scope of work as described in the specifications or the work schedule or to omit portions of the so described work as may be deemed necessary or expedient by the City Parks & General Services Superintendent or designee, and the Contractor shall agree not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. By mutual consent of the parties signatory to the contract, alterations, modifications or deviations to or from the scope of work as described on the specifications or on the work schedule may be made in writing (change orders) and without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified scope of work shall be agreed upon and stated in the change order, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever during the progress of the work, such changes or modifications are deemed necessary by the City Parks & General Services Superintendent or designee, and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract.

Section 4.04. Procedure in Case of Damage of Property

Any portions of the landscape or any other City improvement or any other private property or improvement damaged by the Contractor during the course of work performance shall be replaced by the Contractor at his/her own cost, free of all charges to the City.

Section 4.05. Supervision

Whenever the Contractor varies the period during which work is carried out on each day, they shall give adequate notice to the City Parks & General Services Superintendent or designee, so that proper coordination and inspection may be provided.

Section 4.06. Final Cleaning Up

Upon completion of the project and before making application to the City Parks & General Services Superintendent or designee for acceptance of the work, the Contractor shall clean all the streets and grounds occupied by them in connection with the project of all rubbish and debris, leaving the entire site of the work in a neat and presentable condition daily.

Section 4.07. Termination For Cause

Whenever, in the opinion of the City Parks & General Services Superintendent or designee, the Contractor's service or performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, the City Parks & General Services Superintendent or designee may, upon thirty days written notice declare this contract terminated and contract with another supplier.

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately.

The Contractor and/or surety will be liable and assessed for any and all costs and damages incurred for the reprourement of the contract services.

Section 4.08. Termination For Convenience

In addition to the foregoing right to terminate based upon unsatisfactory performance as set forth in Section 4.07, the City reserves the absolute right to terminate this contract without cause, upon 90-day written notice to the Contractor. In the event of termination without cause, Contractor shall be entitled to payment as set forth in Sections 6.01 and 6.02 for services then satisfactorily completed and accepted by the City, based on the monthly amounts as set forth in the Bid Schedule submitted by Contractor. The amount of any payment made to the Contractor prior to the date of termination of this Agreement shall be deducted from the amounts described in the preceding sentence. Contractor shall not be entitled to any claim or lien against the City or the Contract for any additional compensation or damages in the event of such termination and

payment. In addition, the City's right to withhold funds under Section 6.02 shall be applicable in the event of a termination for convenience.

## ARTICLE 5. CONTRACTOR'S OBLIGATIONS TO ITS EMPLOYEES

### Section 5.01. Social Security Requirements

The Contractor shall furnish to the City satisfactory evidence that Contractor and all subcontractors working for them comply with all requirements of the Federal and State Social Security legislation. The Contractor, at any time upon request, shall satisfy the City by demonstrating that social security and withholding tax are being properly reported and paid.

### Section 5.02. Prevailing Wages

(A) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(B) Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(C) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor..

Section 5.03. City of Davis Living Wage

(A) Contractor agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. Contractor shall be required to provide all employees eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

(B) Prior to commencement of any work under this Agreement, Contractor and all subcontractors that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Contractor and subcontractors are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Contractor shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

(C) Contractor shall maintain all records and documents necessary to establish whether Contractor is subject to Chapter 15.20. If Contractor is subject to the requirements of Chapter 15.20, Contractor shall further be required to maintain monthly records of Contractor's employees, including records showing the hourly rate paid to each employee, the amount paid by Contractor for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

(D) Contractor shall include the requirements of Chapter 15.20 in any and all agreements with subcontractors hired to provide services pursuant to this Agreement. Any and all subcontractors retained by Contractor to provide services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subcontractor subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Contractor under this Agreement. A copy of Chapter 15.20 is attached hereto (Attachment 2).

Section 5.04. Compliance with Laws and Regulations; Employee/Labor Certifications

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

officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## ARTICLE 6. PAYMENT

### Section 6.01. Funding Availability

This agreement is subject to the budget and financial appropriation of the City of Davis. Charges will accrue only after written authorization certified by the Director of Finance of the City of Davis. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This agreement will terminate without penalty at the end of the fiscal year. In the event funds are not appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated. This section controls against any and all other provisions of this agreement.

### Section 6.02. Payment and Invoicing

Invoices in duplicate, with purchase order number, shall be mailed or delivered to the City of Davis, Accounts Payable Office, 23 Russell Boulevard, Davis, California 95616. Invoices may be submitted for payment on a monthly basis. Payment is contingent upon performance of each category work assignment in a manner satisfactory to the City Parks & General Services Superintendent or designee. City shall withhold any or all portions of payment for work determined by the Parks & General Services Superintendent or designee to have been unsatisfactory.

## ARTICLE 7. MISCELLANEOUS PROVISIONS

### Section 7.01. Conflict of Terms

The Notice to Contractors, Contractor's Proposal, Scope of Work, Specifications and General Provisions are essential parts of the contract for this project. These documents constitute the contract and the Contract Documents as defined herein, and a requirement included in one document shall be binding as though included in all as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans and change orders and supplemental Agreements shall govern over any other contract documents.

### Section 7.02. Conflict of Interest

No official of the City who is authorized on behalf of the City to negotiate, make, accept or approve any contract or any subcontract in connection with this work shall become directly or indirectly interested personally in this contract or in any part thereof.



Section 7.03. Notices

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party and served upon the parties at the following locations either personally or by first-class mail:

On City:

On Contractor:

Mike Webb, City Manager  
City of Davis  
23 Russell Blvd.  
Davis, California 95616

Notwithstanding the foregoing, in those cases where the Contract Documents require the Contractor to provide notice to the City Parks & General Services Superintendent or his or her designee, such notice shall be provided by the means provided in the Contract Documents as follows:

Martin Jones  
Parks & General Services Superintendent  
City of Davis  
1818 5<sup>th</sup> Street  
Davis, California 95616  
Email: [mjones@cityofdavis.org](mailto:mjones@cityofdavis.org)  
Phone: (530) 757-5676

Section 7.04. No Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 7.05. Examination of Proposed Project Location and Contract Documents

Contractor certifies and agrees that prior to bidding, they carefully examined the location of the project, that they carefully reviewed the Contract Documents and that they are fully aware of all the work called for by the Contract Documents, the nature of the site and the requirements of all specifications including these general conditions.

Section 7.06. Notice of Potential Claims

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the City or any of its officers, agent, or employees, or the happening of any event, thing or occurrence, unless they shall have given the City written notice of potential claims as specified herein.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved and, insofar as possible, the total amount of the claim.

Such notice must have been given to the City prior to the time that the Contractor shall have performed the work giving rise to the potential claim, if based on an act or failure to act by the City, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim, or such other time as may be specified herein.

It is the intention of this section that differences between the parties arising as a result of performance of the contract shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence, for which no written notice of potential claim was filed as required by this section.

This section shall not supersede, but shall be superseded by, any provisions of these Contract Documents which specifically set forth the procedure for the Contractor to give notices of claims to the City in any particular case.

#### Section 7.07. Contractor Not Agent, Nor Employee

Neither the Contractor nor any subcontractor, or any officer, agent or employee of either, is, nor shall they represent themselves to be, an officer, agent or employee of the City of Davis for any purpose whatsoever. No person employed by the Contractor, or by any subcontractors, is, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the City of Davis.

#### Section 7.08. Records

Contractor shall maintain adequate records regarding its performance of the contract. Such records shall include, but not be limited to, payroll and accounts payable records and records depicting the type and amount of services(s) rendered, including the names of persons rendering the service, the task performed and the types of chemicals or pesticides used, if any, in performing the task. Contractor shall make such records available for audit or inspection upon a written request by City. Contractor shall maintain and make available these records for a period of at least four years after either Contractor completes performance of the contract or the contract is otherwise terminated.

#### Section 7.09. Waiver

The waiver by either party of any breach or violation of any term, covenant or condition of this agreement or of any provision, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of that which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant or condition or this agreement or of any applicable law or ordinance.

Section 7.10. Nondiscrimination

No discrimination shall be made in the employment of any person under this agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability or place of birth.

## **ADDITIONAL CONDITIONS**

1. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

2. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned Contractor within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to the City in accordance with the proposal as accepted, together with the insurance documents specified in Article 2 of the General Conditions, all within ten (10) days after personal delivery or deposit in the mail, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in the City's Notice to Contractor to Proceed, and shall be completed in the time specified in Section 2 of the Agreement.

3. Notice of acceptance or request for additional information may be addressed to the undersigned Contractor at the business address set forth below.

4. The undersigned Contractor declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the undersigned Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any contractor or anyone else to put in a sham proposal or to refrain from providing a proposal; that the undersigned Contractor has not directly or indirectly sought by agreement, communication or conference with anyone to fix this proposal price or the proposal price of any other contractor, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned Contractor has not directly, or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation or association except to such person or persons as have a direct financial interest in Contractor's general business; and that the Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

5. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

6. The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.) (If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State the legal name of corporation, names of the president, secretary, treasurer and manager thereof.)

NAME BUSINESS ADDRESS

INTEREST (owner partner. etc.)

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Attach additional sheets if necessary.

7. The undersigned is licensed in accordance with the Contractor's State License Law, Business and Professions Code Section 7000 et seq.

License No.: \_\_\_\_\_

Type of License: \_\_\_\_\_

Name and Relationship to Contractor of Licensed Firm or Individual:

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License Holder: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

NOTE: State whether your concern is a Corporation, a Co-partnership, joint venture, private individuals doing business under a firm name: \_\_\_\_\_

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If the Contractor is a Corporation, the proposal must be executed in the name of the Corporation and must be signed by a duly authorized officer of the Corporation. If the Contractor is a Corporation, fill in the following sentence:

"This Corporation is organized and existing under and by virtues of the laws of the State of \_\_\_\_\_."

If the Contractor is a partnership, the proposal must be executed in the name of the partnership and one of the partners must subscribe his signature thereto as the authorized representative of the partnership.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR'S LICENSE NO. \_\_\_\_\_ AND CLASS \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

Respectfully submitted,

## **Note:**

Do not fill out the **Agreement** section. It is for information only, at this time, and will be filled out by the successful bidder.

**Place the completed Bid Schedule (p. 63 & 64) in the provided envelope and seal it prior to submittal.**

# AGREEMENT

For Landscape Maintenance Services

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Davis (hereinafter referred to as City), and \_\_\_\_\_, [a corporation duly organized and existing under the laws of the State of California, or a partnership consisting of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_], (hereinafter referred to as Contractor).

WITNESSETH:

## RECITALS:

WHEREAS, the City Council of the City of Davis has awarded a contract to Contractor for performance of the work set forth herein.

## AGREEMENTS:

### SECTION 1 - SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and professional manner, and in strict accordance with the Contract Documents as defined in Section 6, hereof, the work of: complete general landscape maintenance of city greenbelts, streetscapes, neighborhood Parks and facilities at various locations throughout the City of Davis as called for in the specifications adopted by the City which specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

### SECTION 2 - TERM OF CONTRACT:

The term of the agreement shall be for a period of two (2) years from the date specified in the City's Notice to Contractor to Proceed. Unless either party gives sixty (60) days written notice prior to the end of such two (2) year period, the term of the Agreement shall be automatically extended an additional year from that date under the same terms, conditions and prices agreed upon in the initial proposal. No price changes are permitted during the initial two year term of this agreement.

The City shall have the option to renew said agreement for up to **three (3)** additional one year terms upon the same terms and conditions as provided in this agreement. If the contract extends beyond the initial two year term, prices may be subject to adjustment not to exceed 2% annually. At the end of the third additional one year term, the Agreement shall automatically terminate unless extended in writing by mutual written agreement of the parties.

### SECTION 3 - CONTRACT PRICE:

City shall pay Contractor for the full and complete performance of this contract on a monthly basis subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents.

SECTION 5 - LIQUIDATED DAMAGES:

Liquidated damages may be charged against the Contractor in accordance with the General Conditions and in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per day.

SECTION 6 - CONTRACT DOCUMENTS:

The complete contract between the parties hereto shall consist of the following documents and information herein referred to as the Contract Documents:

- Notice to Contractors
- Scope of Work/Bid Items
- Maintenance Specifications
- Instructions to Contractor/Proposal Requirements
  1. Contractor Information
  2. Maintenance Plan and Schedule
  3. Supplemental Questionnaire
  4. Proposal for Landscape Maintenance
  5. Certification of Contractor's Experience and Qualifications
  6. Worker's & Liability Insurance Certification
  7. List of Similar Projects #1-3
  8. Proposed Subcontractors Form
  9. Subcontractors Experience and Qualifications
  10. Vehicle/Equipment List
- General Conditions
- Additional Conditions
- Agreement/Bid Schedule
  
- Certificates of Insurance and Licenses

Attachment 1 – SE Contract Area Acreage Inventory

Attachment 2 – City of Davis Living Wage Ordinance (Chapter 15.20)

Attachment 3 – City of Davis Noise Ordinance

Attachment 4 – SE Area Contract Irrigation Inventory

Attachment 5 - City of Davis Standard Plan-Swing Joint/Sprinkler Head

Attachment 6 – Integrated Pest Management Policy

Attachment 7 – Pesticide Application Notification Sheet

Attachment 8 – Maps & Irrigation Atlas

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.



IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY OF DAVIS

By : \_\_\_\_\_  
City Manager

ATTEST:

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

(SEAL)

CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(License Number)

**SAMPLE ONLY  
DO NOT USE**

CORPORATE CERTIFICATE

I, \_\_\_\_\_ certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

\_\_\_\_\_  
(Secretary)

NOTE: State whether your concern is a Corporation, a Co-partnership, joint venture, private individuals doing business under a firm name:

\_\_\_\_\_  
If the bidder is a Corporation, the bid must be executed in the name of the Corporation and must be signed by a duly authorized officer of the Corporation. If the bidder is a Corporation, fill in the following sentence:

"This Corporation is organized and existing under and by virtues of the laws of the State of  
."

If the bidder is a partnership, the bid must be executed in the name of the partnership and one of the partners must subscribe his signature thereto as the authorized representative of the partnership.

FIRM NAME:  
ADDRESS:

CONTRACTOR'S LICENSE NO. \_\_\_\_\_ AND CLASS \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

Respectfully submitted,

ADDENDA RECEIVED.	Add. # _____	Date _____
	Add. # _____	Date _____
	Add. # _____	Date _____

**SAMPLE ONLY  
DO NOT USE**

To the City Council of City of Davis, Davis, CA 95616:

In accordance with the plans, special provisions and specifications relative thereto, and now on file with your Honorable Council, \_\_\_\_\_ hereby offers and agrees to do all the work and furnish all materials required for the below named work in full accord with the terms of said Plans and Specifications for the following prices, to wit:

**BID SCHEDULE**

**Landscape Maintenance of City Greenbelts, Streetscapes, Neighborhood Parks & Facilities**

Item #	Description	Unit	Bid Amount				
			1st Year 19/20	2nd Year 20/21	3rd Year 21/22	4th Year 22/23	5th Year 23/24
1	Landscape Maintenance As Listed On The Scope Of Work						
A	Greenbelts	Per Month					
B	Streetscapes	Per Month					
C	Neighborhood Parks						
	1. La Playa Park	Per Month					
	2. John Barovetto Park	Per Month					
	3. Cedar Park	Per Month					
	4. N Street Mini Park	Per Month					
	5. Willow Creek Park	Per Month					
	6. Village Park	Per Month					
	7. Putah Creek Park	Per Month					
	8. Woodbridge Mini Park	Per Month					
D	SE Facility Areas						
	Fuel Facility (1717 Fifth St.)	Per Month					
	PW Corp Yard - East (1717 Fifth St.)	Per Month					
	PW Corp Yard - West (1717 Fifth St.)	Per Month					
	PGS Corp Yard (1818-5th St.)	Per Month					
	Fire Station #33, (425 Mace. Front-Back)	Per Month					
	Police Department (2600 Fifth St.)	Per Month					
	East Water Tank	Per Month					
	Well # 15 (Manzanita @ E. Covell)	Per Month					
	Well # 26 (2850 Cowell Blvd.)	Per Month					
	Well # 32 (3608 Chiles Rd.)	Per Month					
	El Macero SLS1 (44501 S. El Macero Dr.)	Per Month					
	F Street Parking Structure (101 F St.)	Per Month					
	Boy Scout Lot (616 1st St.)	Per Month					
	Depot Lot (840 2nd St.)	Per Month					
	G Street Plaza Lot (206 G St.)	Per Month					
	Davis Enterprise Lot (120 G St.)	Per Month					
	E Street Plaza (100 E St.)	Per Month					
	Bank Lot (310 E St.)	Per Month					
	Richards/Olive Lot (100 Olive Dr.)	Per Month					
2	Unscheduled Work	Per Hour					
3	Emergency Call Out	Per Hour					
4	24" Box Tree Replacement	Each					
5	15 Gallon Tree Replacement	Each					
6	5 Gallon Shrub/Vine Replacement	Each					
7	1 Gallon Shrub/Vine Replacement	Each					
8	Replacement Ground Cover 1 Flat 72 Ct	Each					
9	Sprinkler Replacement 6" Rainbird Popup	Each					
10	Sprinkler Replacement 4" Rainbird Popup	Each					
11	Sprinkler Head Replacement Hunter I-10 Rotor	Each					
12	Sprinkler Head Replacement Hunter PGP Rotor	Each					
13	Sprinkler Replacement Huntr I-20 Rotor	Each					
14	Sprinkler Replacement Huntr I-25 Rotor	Each					
15	Sprinkler Replacement Huntr I-40 Rotor	Each					
16	Woodchip Mulch Provided by Contractor	Per Yard					
17	Woodchip Mulch Provided by City	Per Yard					

SAMPLE ONLY  
DO NOT USE

Notes:

- (1) **DO NOT SUBMIT PRICING ON THIS PAGE**, Bid pricing should not be present on any documents other than those placed in the provided sealed envelope.
- (2) Contract term is two years with an option to extend for up to three additional one year periods at the option of the City.

Landscape Maintenance of Greenbelts, Streetscapes, Neighborhood Parks & Facilities for  
City of Davis SE Contract Area-2019

\*\*\* ALTERNATE BID SCHEDULE \*\*\*

Item #	Description	Unit	Bid Amount				
			1st Year 19/20	2nd Year 20/21	3rd Year 21/22	4th Year 22/23	5th Year 23/24
1	Landscape Maintenance As Listed On The Scope Of Work						
A.	Greenbelts	Per Month					
B.	Streetscapes	Per Month					
C.	Neighborhood Parks						
	1. La Playa Park	Per Month					
	2. John Barovetto Park	Per Month					
	3. Cedar Park	Per Month					
	4. N Street Mini Park	Per Month					
	5. Willow Creek Park	Per Month					
	6. Village Park	Per Month					
	7. Putah Creek Park	Per Month					
	8. Woodbridge Mini Park	Per Month					
D.	SE Facility Areas						
	1. Fuel Facility (1717 Fifth St.)	Per Month					
	2. PW Corp Yard - East (1717 Fifth St.)	Per Month					
	3. PW Corp Yard - West (1717 Fifth St.)	Per Month					
	4. PGS Corp Yard (1818-5th St.)	Per Month					
	5. Fire Station #33, (425 Macermont-Bank	Per Month					
	6. Police Department (200 Fifth St.)	Per Month					
	7. East Water Tank	Per Month					
	8. Well # 15 (Manzanita @ E. Covell)	Per Month					
	9. Well # 26 (2850 Rowan Blvd.)	Per Month					
	10. Well # 25 (308 Chiles Rd.)	Per Month					
	11. El Macero #51 (44501 El Macero Rd.)	Per Month					
	12. F Street Parking Structure (101 1st St.)	Per Month					
	13. Boy Scout Lot (616 1st St.)	Per Month					
	14. Depot Lot (840 2nd St.)	Per Month					
	15. G Street Plaza Lot (206 G St.)	Per Month					
	16. Davis Enterprise Lot (320 G St.)	Per Month					
	17. E Street Plaza & Lot (210 E St.)	Per Month					
	18. Bank Lot (310 E St.)	Per Month					
	19. Richards/Olive Lot (979 Olive Dr.)	Per Month					

Notes:

- (1) **DO NOT SUBMIT PRICING ON THIS PAGE**, Bid pricing should not be present on any documents other than those placed in the provided sealed envelope.
- (2) Submit an "Alternate Bid Schedule" for Pest Management based on the sole use of mechanical, biological and cultural controls, with no chemical use allowed.