



**CITY OF FILLMORE
REQUEST FOR PROPOSALS**

FOR

**LANDSCAPE MAINTENANCE SERVICES
SPEC NO. 20-02**

RFP RELEASE DATE:
July 9, 2020

MANDATORY PRE-PROPOSAL ZOOM (NOT IN PERSON) MEETING:
**10:00A.M.
Tuesday July 21, 2020**

PROPOSALS DUE:
**10:00 A.M.
Tuesday August 6, 2020**

DUE TO COVID-19 RESTRICTIONS, DELIVER PROPOSALS AS NOTED:

1. Email Complete Proposal, not including the fee proposal, to City Engineer at roxanneh@ci.fillmore.ca.us
2. Hard copy mail deliver the fee proposal in a sealed envelope to: City Clerk's Office, City of Fillmore, 250 Central Avenue, Fillmore, CA 93015
Phone (805) 534-1500 ext. 211

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**NOTICE
CITY OF FILLMORE INVITING PROPOSALS FOR
LANDSCAPE MAINTENANCE SERVICES**

Spec No. 20-02

1.1 ANNOUNCEMENT

The City of Fillmore (City) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance services.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP document is available for download on the City's website at:

<http://www.fillmoreca.com/business/request-for-proposal>

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. In order to be considered in the selection process, interested parties shall submit their completed proposal **digitally via E-MAIL by 10 A.M. on August 6, 2020** to Roxanne Hughes, City Engineer, at roxanneh@ci.fillmore.ca.us . **Late proposals will NOT be accepted.**

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the City.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from initial contract date to the termination date with the option to renew for up to a maximum of two (2) additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the City's sole discretion. To exercise its extension option, the City may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the City, an amendment to the Agreement will be presented to the City Council to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The City hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit

proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- Solicit Proposals for Services July 9, 2020
- Mandatory Pre-proposal ZOOM Meeting Tuesday July 21, 2020 at 10AM
- **Proposals Due via EMAIL(roxanneh@ci.fillmore.ca.us) August 6, 2020 by 10AM**
- Recommend Award to City Council August 25, 2020
- Issue Notice of Award August 26, 2020
- Notice to Proceed September 16, 2020
- Contract Commences September 16, 2020

1.9 RIGHT TO REJECT PROPOSAL(S)

The City reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The City also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the City. No Proposer may withdraw its proposal for a period of **sixty (60) days** after the date from the opening thereof. If the City cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the City and will ultimately become public records available for public review. The City reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall pay prevailing wages in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance for Ventura County. (Refer to Exhibit "B" - Special Requirements Item 16 for additional information).

1.11 MANDATORY PRE-PROPOSAL ZOOM (NOT IN PERSON) MEETING

There will be a mandatory pre-proposal ZOOM meeting with the Public Works Supervisor and/or Field Crew Representative on Tuesday July 21, 2020 at 10 A.M. The information on the ZOOM meeting will be posted on the City's website prior to the ZOOM meeting at <http://www.fillmoreca.com/business/request-for-proposal> . All contractors shall log on and promptly be ready for the meeting by 10 A.M.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall carefully examine each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the City on the form agreement provided herein and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the City the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the City to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond's validity.

1.15 INSURANCE

The contractor shall not commence work under the agreement until he has secured all insurance required. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers satisfactory to and first approved by the City in writing. **Certificates of insurance in the amounts required shall be furnished by the Contractor to the City** within fifteen (15) days from the date of written notice of the award and prior to commence of the work.

1.16 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Public Works prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.17 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Fillmore business license** for the duration of the contract. The amount of the business license fee may be obtained from the City Planning Department at (805) 524-1500 ext. 113.

**CITY OF FILLMORE
LANDSCAPE MAINTENANCE SERVICES**

SPEC NO. 20-02

GENERAL REQUIREMENTS

1. Each proposer is instructed to carefully examine all the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. Each proposer is required to become familiar with the Scope of Services and requirements of the services to be performed pursuant to the Contract Services Agreement. The City will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
3. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the City will in no way be responsible for any errors or omissions in the preparation of the proposal.
4. Proposals shall be made on the forms (Proposal Documents) provided by the City. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
5. Complete proposals, **not including the fee proposal**, must be submitted to Roxanne Hughes, City Engineer, electronically via E-MAIL to roxanneh@ci.fillmore.ca.us on or before the date and time specified in the Request for Proposals.
6. **A hard copy of the fee proposal must be mailed (not to be E-mailed) to the City in a sealed envelope, to arrive at City Hall by no later than the date specified in the Request for Proposals to the following address:** Attn: City Clerk's Office
City of Fillmore
250 Central Avenue, Fillmore, CA 93015.
Phone (805) 534-1500 ext. 211
7. Proposals shall include a list of cities, counties or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person. A proposer must have a current (within past two years) landscape maintenance service contract with a local municipality of similar size and similar landscape services to be deemed a qualified company.
8. Proposals shall include a list of equipment that will be used for landscape maintenance in the City.

9. Proposals will be evaluated based on:
 - a. Qualifications of the proposer
 - b. References
 - c. Proposed Fee
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general Public Works procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Pre-Proposal Meeting.
 - f. Experience in landscape services for similar sized projects.
 - g. Experience and qualifications of the proposer and its work force members.
10. Upon receipt of the submittals, the City may select the most qualified proposer in a “one-step” process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The City may/will negotiate a final scope and fee with the most qualified consultant as determined by a selection committee in its sole discretion.
11. Upon completion of the evaluation and selection process the City’s Public Works Supervisor or City Engineer will make a recommendation to the City Council regarding the award of the contract.
12. The City is not obligated to award a contract and reserves the right to reject all proposals.
13. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the City. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
14. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice acceptance of the proposal by the City and prior to commencing services.
15. The contract shall commence upon issuance of Notice to Proceed and continue for a period of three years, with renewal options as described above resulting in a maximum contract period of seven years.
16. The City desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the City issues the Request for Proposals and until the City Council receives City Staff’s recommendation for contract award, all contact with the City shall be through:

Roxanne Hughes
City Engineer
City of Fillmore
250 Central Ave; Fillmore, CA 93015
Telephone: (805) 524-1500 x115
roxanneh@ci.fillmore.ca.us

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the City Council, or any other official, employee, or agent of the City, other than the designated City contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall carefully examine the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

17. All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal.

1. General Requirements (signed)
2. Proposal and Proposer's Certification (pages 10-17 in this RFP)
 - a. References' List
 - b. Equipment List

We have read and understand the General Requirements of the City of Fillmore's Request for Proposal for Landscape Maintenance Services.

SIGNATURE

DATE

NAME/TITLE (PRINT)

SIGNATURE

DATE

NAME/TITLE (PRINT)

COMPANY

ADDRESS

TELEPHONE NUMBER

E-MAIL

CONTACT PERSON

COMPANY NAME: _____

PROPOSAL FOR

SPEC NO. 20-02

LANDSCAPE MAINTENANCE SERVICES

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

The undersigned declares that he/she has examined the General Requirements and Contract Services Agreement of the City of Fillmore, that he/she has carefully examined the location of the proposed services, which are listed and mapped in Appendix 1 of the Contract Services Agreement, and has examined the Scope of Services and all related documents.

2. **BASIC CONTRACT**

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement, with each item number corresponding to locations identified in Appendix 1 to the Contract Services Agreement, at the following prices for Schedule "A" Assessment District Landscape Maintenance Areas and Schedule "B" City Landscape Maintenance:

COMPANY NAME: _____

SCHEDULE "A"					
Assessment District Landscape Maintenance Areas					
ITEM NO.	ITEM DESCRIPTION	APPENDIX 1 PAGE NO.	RECYCLED WATER IRRIGATION?	UNIT	ITEM COST PER UNIT (\$)
01	Traditions Landscape, Tract 4447	5	No	MONTHLY	
02	Traditions Hillside Debris Wall, Tract 4447	5	No	*EACH	
03	Barcelona, Tract 4603	6	No	MONTHLY	
04	Intercal, Tract 5075	7	No	MONTHLY	
05	Country Faire, Tract 4535	8	No	MONTHLY	
06	Sorento, Tracts 4498 & 4505	9, 10	No	MONTHLY	
07	Ventura Street Planters, Tract 4005	11	Yes	MONTHLY	
08	Riverwalk Linear Park, Tract 5099 and Tract 5353	12	Yes	MONTHLY	
09	Riverwalk Parkways, Tract 5099	12	Yes	MONTHLY	
10	Hometown Phase 1-3 Parkways, Tract 5160	13, 14, 15	No	MONTHLY	
11	Hometown Phase 1-3 Bio-filters, Tract 5160	13, 14, 15	No	MONTHLY	
12	Hometown Phase 1-3 Entrance, Tract 5160	15	No	MONTHLY	
13	Hometown Phase 4 Parkways & Well #7, Tract 5335	13	No	MONTHLY	
14	Hometown Phase 4 Bio-filters, Tract 5335	13	No	MONTHLY	
15	River Oaks Park, Tract 5304	16	Yes	MONTHLY	
16	River Oaks Parkways, Tract 5304	16	No	MONTHLY	
17	Intentionally Omitted	--	--	--	--
18	HVP Entry & Parkways, Tracts 5474, 5496, & 4435	18, 19	Yes	MONTHLY	
19	River & E Street Parkways, Tract 5785	20	Yes	MONTHLY	
20A	Rio Vista Basin	21	Yes	MONTHLY	
20B	Rio Vista Park	21	Yes	MONTHLY	
TOTAL MONTHLY SCHEDULE "A" =					

*NOT TO BE INCLUDED AS PART OF TOTAL MONTHLY SCHEDULE "A"

COMPANY NAME: _____

SCHEDULE "B"				
City Landscape Maintenance Areas				
ITEM NO.	ITEM DESCRIPTION	APPENDIX 1 PAGE NO.	RECYCLED WATER IRRIGATION?	ITEM COST PER MONTH
30	E Street Parkway	20	Yes	
31	A & 3rd Streets Park (Turtle Park)	22	No	
32	B Street Parkway	23	No	
33	Middle School Bike Path	24	Yes	
34	Public Works Yard Bio-filter	24	No	
35	Lemon Street Police Storefront & Villa Rodeo Park	25	No	
36	Meadowlark Drive, Pond Park, Tract 4535	26	No	
37	Sespe Avenue Parkway, Tracts 2718 & 2687	27	No	
38	Los Serenos Street Park	28	No	
39	Los Serenos Oleanders	28	No	
40	Sespe Avenue Medians	29	No	
41	Police Department Parkway	29	No	
42	Chamber Park	29	No	
43	Boys & Girls Club	30	Yes	
44	Fillmore Aquatic Center	30	Yes	
45	Main Street Park	31	Yes	
46	4th Street Medians in Cul-du-sac	33	No	
47	Central Avenue Parkway & Woodgrove Median	34	No	
48	3rd Street Stairs	36	No	
49	Veterans Memorial Building	37	No	
50	Library	37	No	
51	Intermodal Center & Senior Center Parking Lot	35	Yes	
52	City Hall & Fatco Parking Lots	31	No	
53	Mountain View & Santa Clara Streets Planters	32	No	
54	Downtown Planters & Fillmore Street Parking Lot	17, 31, 35	No	
55	Central Park & City Hall	31	Yes	
56	Shiells Park	38	Yes	
57	Delores Day Park	14	No	
58	Delores Day Ballfield	14	No	
59	Two Rivers Park	39	Yes	
60	Railroad Bike Path, B Street to Central Avenue	40, 41	Yes	
61	Santa Fe Street Parkway	12	No	
TOTAL MONTHLY SCHEDULE "B" =				

COMPANY NAME: _____

3. EXTRA WORK

Extra Work as defined in the Agreement shall be at the following rates. These rates can be used for additions to, or deletions from the Agreement.

	ITEM		UNIT COST
1.	Turf Mowing by walking mower	\$	/sf.
2.	Turf Mowing by riding mower	\$	/sf.
3.	Turf Edging and Trimming	\$	/sf
4.	Turf Aeration	\$	/sf.
5.	Fertilization		
	A. Turf Areas	\$	/sf
	B. Shrub Areas	\$	/sf
	C. Ground Cover Areas	\$	/sf
6.	Turf Renovation (site preparation, seeding and top dressing)	\$	/sf
7.	Turf Sod - Furnish and Install	\$	/sf
8.	Plant Material - Furnish and Install		
	A. 1 Gallon Plant	\$	/ea.
	B. 5 Gallon Plant	\$	/ea.
	C. 15 Gallon Plant	\$	/ea.
	D. Flat of Groundcover	\$	/ea.
	E. Flat of Color Annuals	\$	/ea.
	F. Flat of 4" Potted Annuals	\$	/ea.
	G. 15 Gallon Tree - Standard Trunk	\$	/ea.
	H. 15 Gallon Tree - Multi-Trunk	\$	/ea.
	I. 24" Box Tree - Standard Trunk	\$	/ea.
9.	Labor Rates		
	A. Supervisor (day-to-day supervision)	\$	/hr
	B. Streetscape Maintenance Worker	\$	/hr
	C. Irrigation Repair Specialist	\$	/hr
	D. Pesticide Operator	\$	/hr
	E. General Laborer	\$	/hr
	F. Equipment Operator (riding mower, tractor, dump truck, etc.)	\$	/hr
	G. Heavy Equipment Operator	\$	/hr

Vacant Lot Weed Removal/Abatement

Upon the option and written authorization from the City, Contractor will cut and remove grass/weed material growing on various vacant private property lots. This would be in conjunction with a City vacant lot weed abatement program. The total quantity of vacant lots will vary from year to year as well as the square footage. The maximum square footage of all vacant lots is estimated not to exceed 100,000 square feet.

- A. Tractor Mounted Mower with Operator \$ _____ /sf.
- B. Walking Mower with Operator \$ _____ /sf.
- C. Power String Trim – edging \$ _____ /lf.
- D. Power String Trim - weed cutting \$ _____ /sf.
- E. Remove and Dispose of Material after cutting \$ _____ /cy.

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

4. PROPOSER’S CERTIFICATION

The undersigned is prepared to satisfy the City Council of the City of Fillmore of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the City of Fillmore in accordance with the Contract Documents.

Name of Company _____

Address

Business Telephone Number _____

Company organized under the laws of the state of _____

By: _____ **dated:** ___/___/___
President or Owner

By: _____ **dated:** ___/___/___

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the CITY OF FILLMORE, (“City”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

SAMPLE

CITY OF FILLMORE

CONTRACT SERVICES AGREEMENT FOR

SPEC NO. 20-02 LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Fillmore, a municipal corporation ("City"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$_____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor, its agents, or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating

Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor and the City shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in

the event, Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Fillmore, 250 Central Avenue, Fillmore, California 93015, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry

out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF FILLMORE,
a municipal corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____

Name: [insert name here]

Title: [insert title]

By: _____

Name: [insert name here]

Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below and as depicted in Appendix 1. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization, and pruning)
- Irrigation - Operation and Maintenance (includes parts and labor for daily irrigation wear and tear, excludes construction-related facility irrigation damage or facility failure)
- Weed Abatement
- Maintenance height clearance around trees to 7' above ground, and maintenance of tree staking as needed.
- Rio Vista Park:
 - Run timers and inspect irrigation systems every other week.
 - Make any necessary adjustments for proper coverage.
 - Repair any damage found in the laterals and sprinkler heads.
 - Adjust irrigation timers as needed.

Medians, Planters & Parkways (landscape & hardscape maintenance with trash and litter control)

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization, and pruning)
- Irrigation - Operation and Maintenance (includes parts and labor for daily irrigation wear and tear, excludes construction-related facility irrigation damage or facility failure)
- Weed Abatement
- Maintenance of tree staking as needed.

Landscape Maintenance for the following facilities:

- Public Works Yard (Schedule B Item 34)
- Police Department Parkway (Schedule B Item 41)
- Boys & Girls Club (Schedule B Item 43)
- Fillmore Aquatic Center (Schedule B Item 44)
- Veterans Memorial Building (Schedule B Item 49)
- Library (Schedule B Item 50)
- City Hall (Schedule B Item 55)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, mulch, seed, chalk, brick dust, wood chips, decomposed granite, light bulbs, irrigation controller batteries and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the City. The areas to be maintained shall include but are not limited to: turf areas, irrigation systems, planter areas, trees height clearance, shrubs, tree staking, and all other area(s) listed in Appendix 1 -"Facilities Descriptions".

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement includes all aspects of irrigation. All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement subject to all applicable drought restrictions. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but not be limited to: operation of the system (both potable and non-potable water), adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by City Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

It is the intent of the section that materials necessary for the repair of irrigation systems shall be invoiced in addition to the monthly maintenance contract billing. All other materials and supplies are to be furnished by the contractor, as stipulated.

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks and median facilities. These supplies and materials shall include, but are not limited to:

EXHIBIT "A"

(A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, , fasteners, rodent control devices, et cetera.

Materials necessary for the repair of irrigation systems shall be billed separately by Contractor to City. Prices for such materials shall not exceed cost plus ten percent (Contractor's Costs +10%) of Contractor's acquisition costs for same. Contractor shall submit an invoice each month itemizing all completed repairs. Irrigation repair billing shall be in addition to the monthly maintenance contract billing.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the City shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

4. CONTRACTOR VEHICLES AT CITY PARKS

Contractor is permitted to drive vehicles within City Parks as needed while performing services.

EXHIBIT "B"

SPECIAL REQUIREMENTS

1. LEVEL OF MAINTENANCE

(A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the City. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

(B) The City shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The City will coordinate with the Contractor to develop a Parks Inspection List that shall be used to evaluate the Contractor's performance.

The Contractor shall compensate the City for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the City.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by City.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the City based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) City's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, City shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the City. City may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by City from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4. Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals,

prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the City's Representative.

- Failure to comply with minimum City-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with City specifications and/or as requested by the City's Representative. May result in a deduction of up to \$250 per instance per workday.
- Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing City property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- Failure to comply with water restrictions imposed by the Water Authority. May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the City on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

2) The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.

3) The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Public Works Supervisor or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the City the Contractor shall assign additional personnel within two workdays. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The City shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a regular bi-weekly basis and at such other times as may be required by the City to review the performance of the contract and to discuss any problems or matters as determined by the City. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the City.

(E) Emergency Services

Contractor shall provide the City with the names and telephone numbers of at least two (2) contacts who can be called by City representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the City.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the City may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the City in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the City shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any City-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within twenty-four (24) hours to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or City facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or City facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or city facility is partially declared out of use, City and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Public Works Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved

by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipe, valves, irrigation heads, irrigation controllers) in good working order. The City shall be promptly notified of any water leaks. No watering shall occur when it is raining nor shall watering conflict with daytime school operations or with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the City. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Public Works Supervisor.

Contractor shall work to use electric powered equipment as much as possible. Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. TRAFFIC AND DETOURS

(A) General

Contractor shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements, which arise during landscape installations at the park and medians. Contractor shall notify Contract Officer seventy-two (72) hours in advance for approval prior to closing or partial closing of any street or public thoroughfare.

(B) Responsibility

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense.

(C) Hauling

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper, and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the City in accordance with Section 6.0,

Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be made available upon request by the Public Works Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PUBLIC WORKS SUPERVISOR

The Public Works Supervisor or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Public Works Supervisor or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the City, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Public Works Supervisor or his/her authorized representative, within the time specified in such notice, the City Council may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the City Council may deem proper or the City Council may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the City as above provided.

14. LAWS TO BE OBSERVED

Compliance with this section shall include coordination with the Ventura County Transportation Commission and obtaining railroad safety certifications, as may be required, as needed.

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the City which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Fillmore Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Fillmore Public Works office. Contractor further understands and agrees as follows:

A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)

B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)

C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)

D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the City harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the City with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the City the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Contractor shall provide the City with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) covering the first year of the contract period within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services. The Contractor shall provide the City with an annual Faithful Performance Bond and Payment Bond at least thirty (30) days prior to the bond expiration date of the current year.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require the City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required

by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond's validity.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The monthly and as-needed basis compensation for the initial three years of the contract term will be the same. The two two-year optional extensions may be adjusted through negotiations.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following prices (on pages C-2 & C-3):

SCHEDULE "A"
Assessment District Landscape Maintenance Areas

ITEM NO.	ITEM DESCRIPTION	APPENDIX 1 PAGE NO.	RECYCLED WATER IRRIGATION?	UNIT	ITEM COST PER UNIT (\$)
01	Traditions Landscape, Tract 4447	5	No	MONTHLY	
02	Traditions Hillside Debris Wall, Tract 4447	5	No	*EACH	
03	Barcelona, Tract 4603	6	No	MONTHLY	
04	Intercal, Tract 5075	7	No	MONTHLY	
05	Country Faire, Tract 4535	8	No	MONTHLY	
06	Sorento, Tracts 4498 & 4505	9, 10	No	MONTHLY	
07	Ventura Street Planters, Tract 4005	11	Yes	MONTHLY	
08	Riverwalk Linear Park, Tract 5099 and Tract 5353	12	Yes	MONTHLY	
09	Riverwalk Parkways, Tract 5099	12	Yes	MONTHLY	
10	Hometown Phase 1-3 Parkways, Tract 5160	13, 14, 15	No	MONTHLY	
11	Hometown Phase 1-3 Bio-filters, Tract 5160	13, 14, 15	No	MONTHLY	
12	Hometown Phase 1-3 Entrance, Tract 5160	15	No	MONTHLY	
13	Hometown Phase 4 Parkways & Well #7, Tract 5335	13	No	MONTHLY	
14	Hometown Phase 4 Bio-filters, Tract 5335	13	No	MONTHLY	
15	River Oaks Park, Tract 5304	16	Yes	MONTHLY	
16	River Oaks Parkways, Tract 5304	16	No	MONTHLY	
17	Intentionally Omitted	--	--	--	--
18	HVP Entry & Parkways, Tracts 5474, 5496, & 4435	18, 19	Yes	MONTHLY	
19	River & E Street Parkways, Tract 5785	20	Yes	MONTHLY	
20A	Rio Vista Basin	21	Yes	MONTHLY	
20B	Rio Vista Park	21	Yes	MONTHLY	
TOTAL MONTHLY SCHEDULE "A" =					

*NOT TO BE INCLUDED AS PART OF TOTAL MONTHLY SCHEDULE "A"

SCHEDULE "B"
City Landscape Maintenance Areas

ITEM NO.	ITEM DESCRIPTION	APPENDIX 1 PAGE NO.	RECYCLED WATER IRRIGATION?	ITEM COST PER MONTH
30	E Street Parkway	20	Yes	
31	A & 3rd Streets Park (Turtle Park)	22	No	
32	B Street Parkway	23	No	
33	Middle School Bike Path	24	Yes	
34	Public Works Yard Bio-filter	24	No	
35	Lemon Street Police Storefront & Villa Rodeo Park	25	No	
36	Meadowlark Drive, Pond Park, Tract 4535	26	No	
37	Sespe Avenue Parkway, Tracts 2718 & 2687	27	No	
38	Los Serenos Street Park	28	No	
39	Los Serenos Oleanders	28	No	
40	Sespe Avenue Medians	29	No	
41	Police Department Parkway	29	No	
42	Chamber Park	29	No	
43	Boys & Girls Club	30	Yes	
44	Fillmore Aquatic Center	30	Yes	
45	Main Street Park	31	Yes	
46	4th Street Medians in Cul-du-sac	33	No	
47	Central Avenue Parkway & Woodgrove Median	34	No	
48	3rd Street Stairs	36	No	
49	Veterans Memorial Building	37	No	
50	Library	37	No	
51	Intermodal Center & Senior Center Parking Lot	35	Yes	
52	City Hall & Fatco Parking Lots	31	No	
53	Mountain View & Santa Clara Streets Planters	32	No	
54	Downtown Planters & Fillmore Street Parking Lot	17, 31, 35	No	
55	Central Park & City Hall	31	Yes	
56	Shiells Park	38	Yes	
57	Delores Day Park	14	No	
58	Delores Day Ballfield	14	No	
59	Two Rivers Park	39	Yes	
60	Railroad Bike Path, B Street to Central Avenue	40, 41	Yes	
61	Santa Fe Street Parkway	12	No	
TOTAL MONTHLY SCHEDULE "B" =				

EXTRA WORK

Extra Work shall be at the following rates. These rates can be used for additions to or deletions from the Agreement.

ITEM	UNIT COST
1. Turf Mowing by walking mower	\$ _____ /sf
2. Turf Mowing by riding mower	\$ _____ /sf.
3. Turf Edging and Trimming	\$ _____ /sf
4. Turf Aeration	\$ _____ /sf.
5. Fertilization	
A. Turf Areas	\$ _____ /sf
B. Shrub Areas	\$ _____ /sf
C. Ground Cover Areas	\$ _____ /sf
6. Turf Renovation (site preparation, seeding and top dressing)	\$ _____ /sf
7. Turf Sod - Furnish and Install	\$ _____ /sf
8. Plant Material - Furnish and Install	
A. 1 Gallon Plant	\$ _____ /ea.
B. 5 Gallon Plant	\$ _____ /ea.
C. 15 Gallon Plant	\$ _____ /ea.
D. Flat of Groundcover	\$ _____ /ea.
E., Flat of Color Annuals	\$ _____ /ea.
F. Flat of 4" Potted Annuals	\$ _____ /ea.
G. 15 Gallon Tree - Standard Trunk	\$ _____ /ea.
H. 15 Gallon Tree - Multi-Trunk	\$ _____ /ea.
I. 24" Box Tree - Standard Trunk	\$ _____ /ea.
9. Labor Rates	
A. Supervisor (day to day supervision)	\$ _____ /hr
B. Streetscape Maintenance Worker	\$ _____ /hr
C. Irrigation Repair Specialist	\$ _____ /hr
D. Pesticide Operator	\$ _____ /hr
E. General Laborer	\$ _____ /hr
F. Light Equipment Operator (riding mower, Tractor, dump truck, etc.)	\$ _____ /hr
G. Heavy Equipment Operator	\$ _____ /hr

Vacant Lot Weed Removal/Abatement

Upon the option and written authorization from City, Contractor shall cut and remove grass/weed material growing on various vacant private property lots. This would be in conjunction with a vacant lot weed abatement program managed by the City. The total quantity of vacant lots will vary from year to year as well as the square footage. The total maximum square footage for all vacant lots within the City is estimated not to exceed 500,000 square feet.

- | | | | |
|----|--|----------|------|
| A. | Tractor Mounted Mower with Operator | \$ _____ | /sf. |
| B. | Walking Mower with Operator | \$ _____ | /sf. |
| C. | Power String Trim – edging | \$ _____ | /lf. |
| D. | Power String Trim - weed cutting | \$ _____ | /sf. |
| E. | Remove and Dispose of Material after cutting | \$ _____ | /cy. |

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options at the sole discretion of the City. To exercise its extension option, the City may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the City, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management

	<u>Service Level</u>
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation turf	Three times a week March – July Once a week – July – March (M-F)
(d) Renovation	As directed by City
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Three times annually - chemically balanced
(h) Aeration	Twice annually
(i) Mowing -Rio Vista Park Area 20A (BASINS)	Any day of the week, M-F

2) Trees, Shrubs & Ground Cover Areas

	<u>Service Level</u>
(a) Shrub maintenance	Weekly
(b) Ground cover (weeding)	Weekly
(c) Cultivation	Monthly
(d) Tree height maintenance and staking	As needed

3) Watering / Irrigation

	<u>Service Level</u>
(a) Irrigation equipment	Inspect once a week (M-F)
(b) Head adjustment	Maintain properly

- | | |
|--|--------------------------|
| (c) Broken heads | Repair as needed |
| (d) Flow restrictions | As indicated |
| (e) Control valves | Adjust as needed |
| (f) Controller Progress | Adjust as needed |
| (j) Rio Vista Park Maintenance Areas
20A & 20B Only | Any day of the week, M-F |

4) Medians and Parkways

Service Level

- | | |
|-------------------------|--|
| (a) General Maintenance | All maintenance requirements & functions specified (above) for turf, shrubs, trees, ground cover & irrigation as applies to median and parkway maintenance |
| (b) Litter pick-up | As needed with regular maintenance. |

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and “as needed” frequency may require Saturday and Sunday work by Contractor as specified by the City. The City reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Public Works Supervisor or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the City with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Public Works Supervisor no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"

TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. TURF MANAGEMENT

(a) Mowing - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) Turf Edging and Trimming - Turf edging and trimming shall be performed once per week concurrently with mowing. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) Recreation Turf - These areas shall be inspected weekly for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) Renovation - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) Turf Irrigation - Turf irrigation shall be managed through automated controls and manual operation using sprinkler heads properly spaced and adjusted for uniform application. Application shall be at a rate corresponding to climate, soil type and cultural requirements of the turf species.

(f) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.

(g) Turf Fertilization - All turf areas shall be fertilized three (3) times annually using a balanced chemical fertilizer. Fertilizer spreading shall be accomplished using a rotary and/or drop spreader. Fertilizer specifications shall be formulated on the basis of laboratory soil analysis and shall be approved by the City prior to application. Application of fertilizer with a pre-emergent weed control shall be completed between February 15th and March 30th; with a weed and feed fertilizer mixture, July 15th and August 15th, and October 15th and November 15th annually. Fertilizer shall be applied within one (1) day of aeration.

(h) Aeration - All turf areas shall be aerated twice annually and shall be accomplished using either plugging or slicing equipment. Extreme care shall be used to identify sprinkler heads, valve boxes, and other in-ground equipment prior to aeration (this shall be done using wire/plastic marking flags). All plugs shall be broken to satisfaction of City by dragging and/or by rotary mower immediately after aeration. There is a subsurface drip irrigation (SDI) system in

place in the ball fields and recreation turn areas of Two Rivers Park (Schedule B, Bid Item 59); as depicted in the Two Rivers Park Irrigation map in Appendix 1 to this RFP. The SDI areas, as labeled in Appendix 1, are restricted from aeration in order to avoid damage to the SDI system. The SDI system is maintained by the City's Waste Reclamation Plant contractor, Veolia and maintenance of this irrigation system is not included in this contract.

(i) Mowing - Rio Vista Park Area 20A (Basins) shall have reduced mowing frequencies during the rainy season when the area is closed to the public. The rainy season is anticipated to be between October 1st and April 15th annually; however, the basin area will not be closed off until the first significant rainfall occurs. During the rainy season, grass heights may be allowed to grow up to 5" depth. During the dry season, when the area is open for use by the public, mowing shall be as needed to keep the grass height to 2.5" max in the Bermuda area, with 6" max height in the tall red fescue area along the easternmost end of the basin area.

Rio Vista Park Area 20A (Basins) is comprised of two detention basins. The clean out of accumulated debris and sediment and the maintenance and operation of the standpipes and storm drain outlets from the stormwater detention use of the area is not a part of this contract.

2. TREES, SHRUBS AND GROUND COVER AREAS

(a) Shrub Maintenance - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized four (4) times annually to promote maximum foliage and flowers.

(b) Ground Cover - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized four (4) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation - Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least once every other week to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Height and Staking Maintenance - All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Public Works Supervisor or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees

pruned by the Contractor. Pruned trees rejected by the City's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the City's representative.

(e) Tree Protection – Use of weedwhackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractor's operations result in tree girdling, the tree will be remedied to the satisfaction of the City's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the City.

3. WATERING/IRRIGATION

(a) Irrigation Equipment – All irrigation equipment (including but not limited to pipes, heads, valves and controllers) shall be inspected for proper operation and adjustment once each week.

(b) Head Adjustment – All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.

(c) Broken Heads – All broken sprinkler heads and risers shall be repaired immediately.

(d) Flow Restrictions – The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.

(e) Control Valves – Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.

(f) Controller Progress – All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the “rain mode” or turned off.

4. MEDIANS AND PARKWAYS

(a) General Maintenance – All maintenance activities and functions specified above for turf, trees, shrubs, ground cover and irrigation shall apply to median maintenance.

5. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect weekly and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed.

APPENDIX 1 FACILITIES DESCRIPTIONS

CITY OF FILLMORE LANDSCAPE MAINTENANCE SERVICES

MAPS SHOWING AN OVERVIEW AND LOCATING SPECIFIC WORK SITES

July 2020

The specific work site maps are diagrammatic in nature and include street references that will identify each site's location. The maps are intended to convey a general indication of the work area. Proposers should visit each work site to verify specific details of the work to be performed at each work site.

The work sites are given mutually exclusive id numbers that correspond to the id numbers for each bid item on the bid sheets. Adjacent work sites may have separate id numbers because of different funding sources for the work. There may be multiple work sites on the same page and the extent of some work sites is such that the work site map may cover multiple map pages.

The colors used for each work site approximate the boundary and its id number on the map are meaningless except to try to separate adjacent work sites and tie the work area to the bid items.

Please review the work site boundaries and id numbers carefully as some of them have changed from previous years.

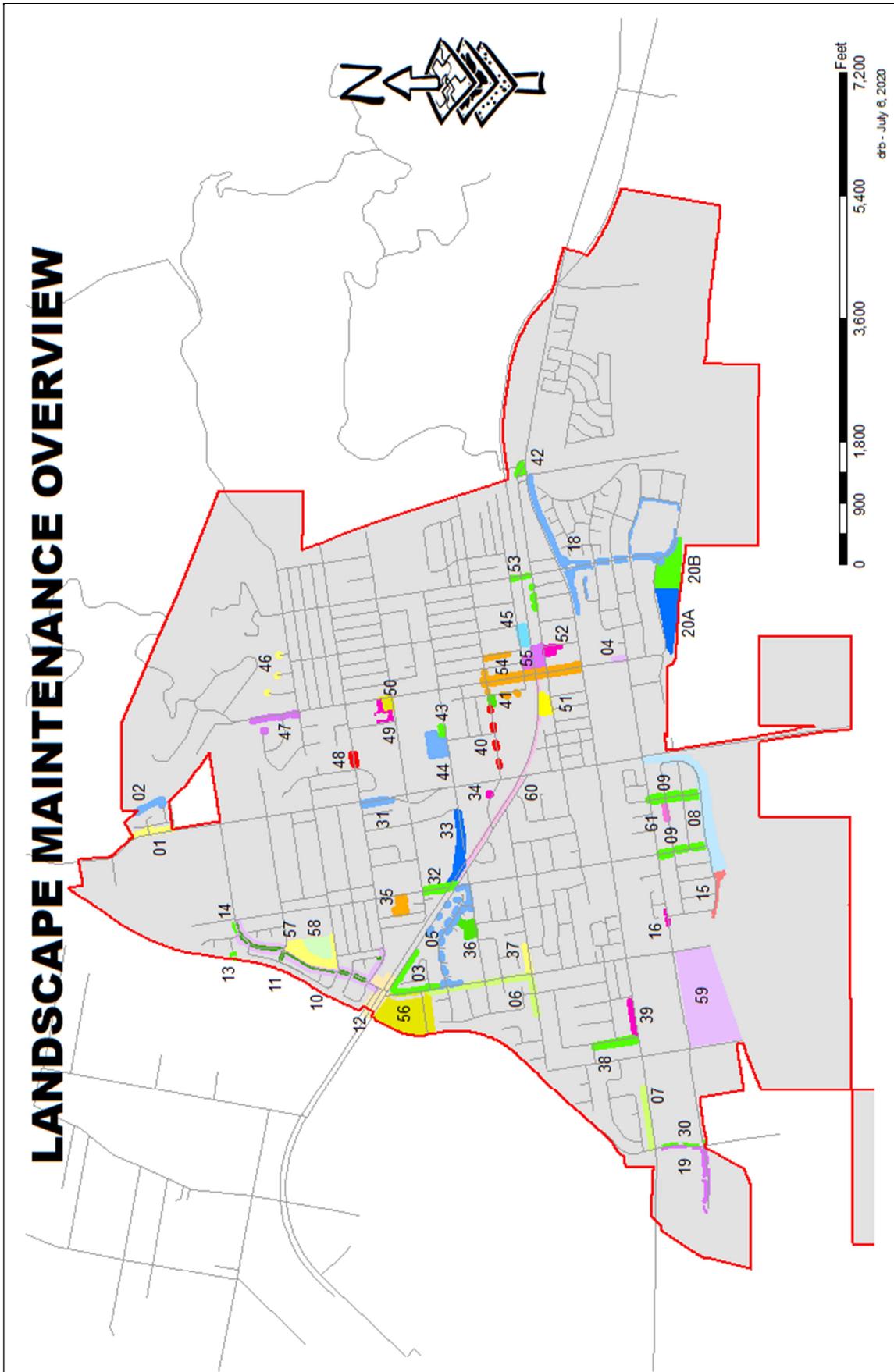


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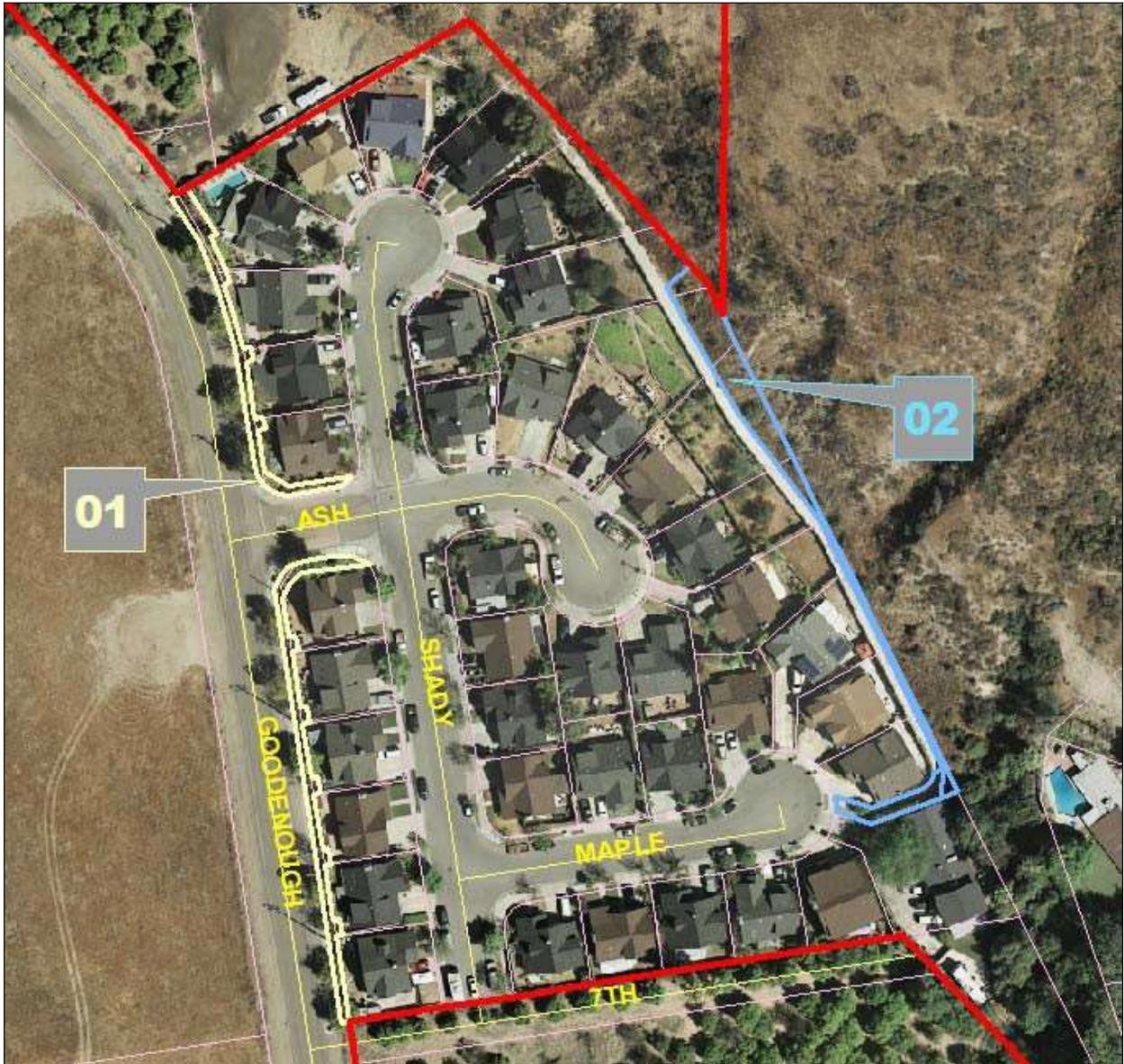
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01 – Traditions Landscape, Tract 4447

02 – Traditions Hillside, Tract 4447



03 – Barcelona, Tract 4603



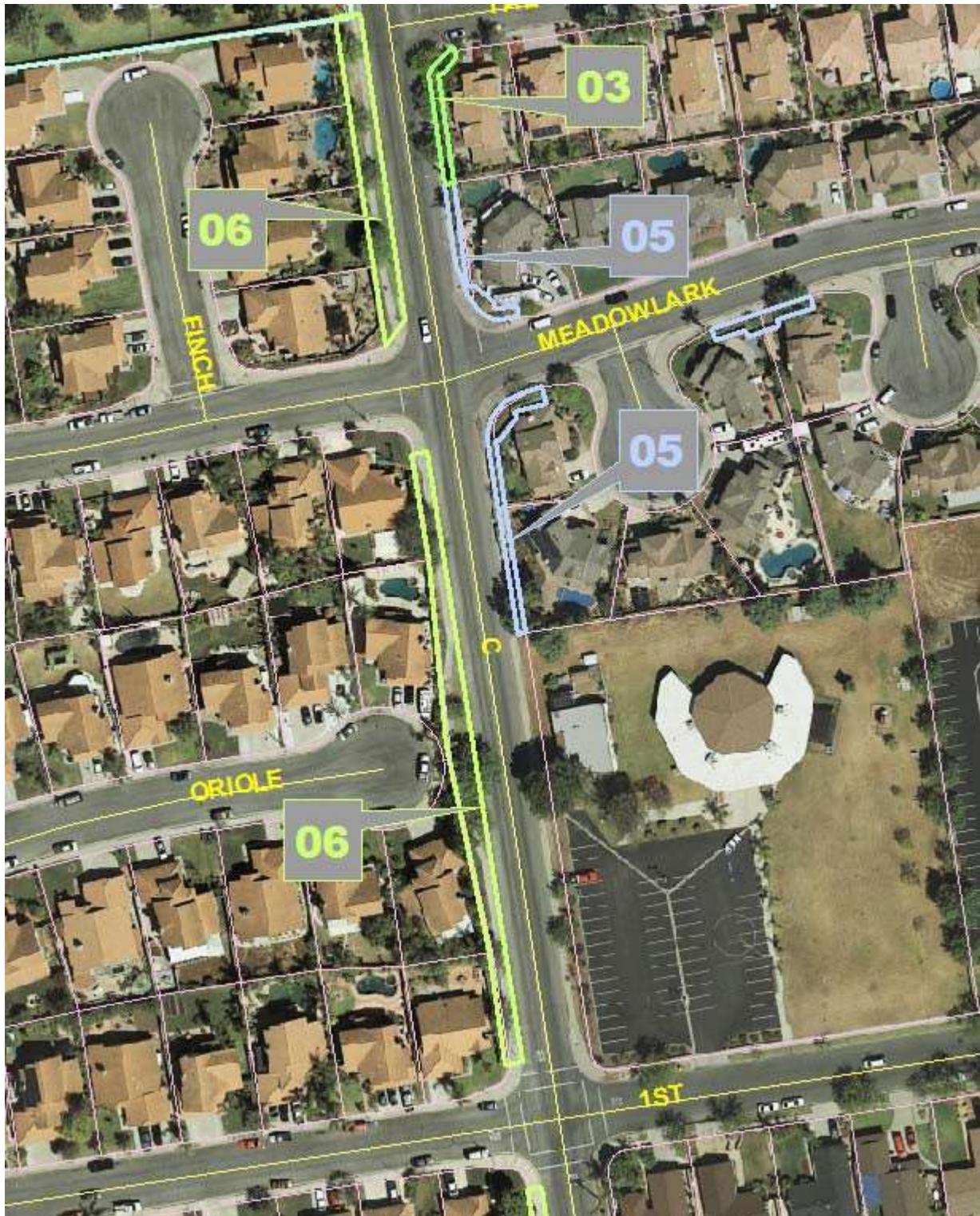
04 – Intercal, Tract 5075



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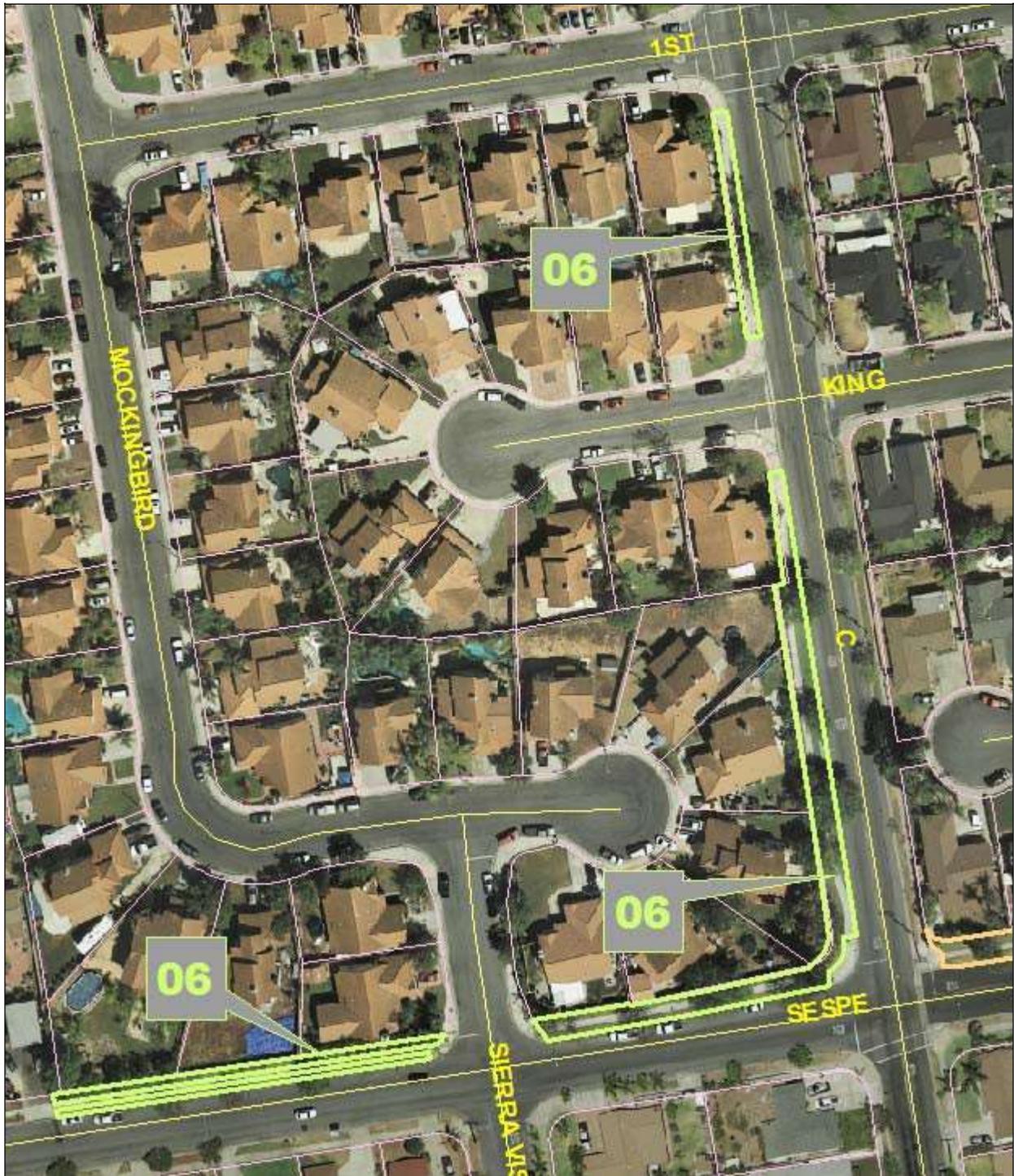
05 – Country Faire, Tract 4534



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06 – Sorento, Tracts 4498 & 4505

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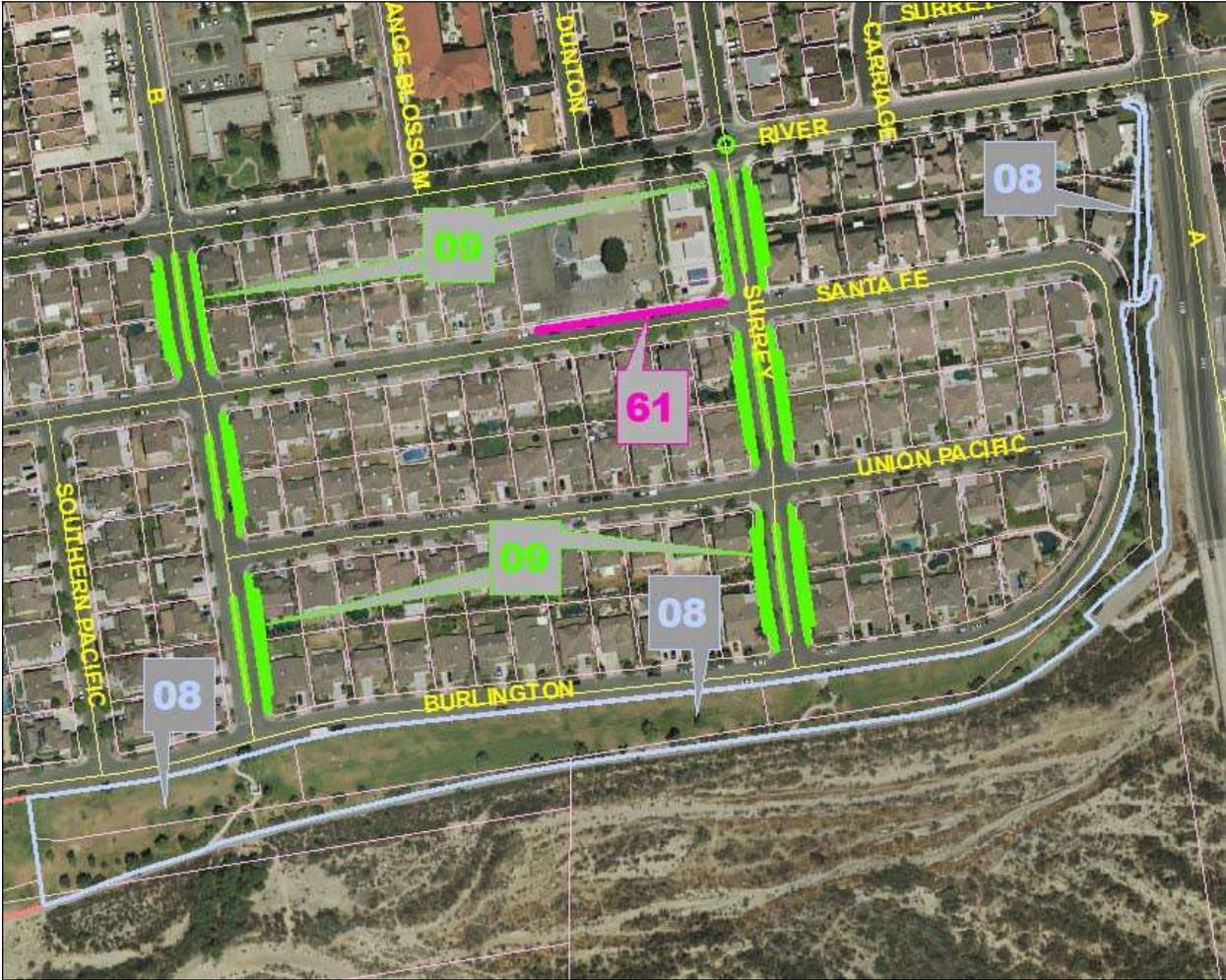
06 – Sorento, Tracts 4498 & 4505



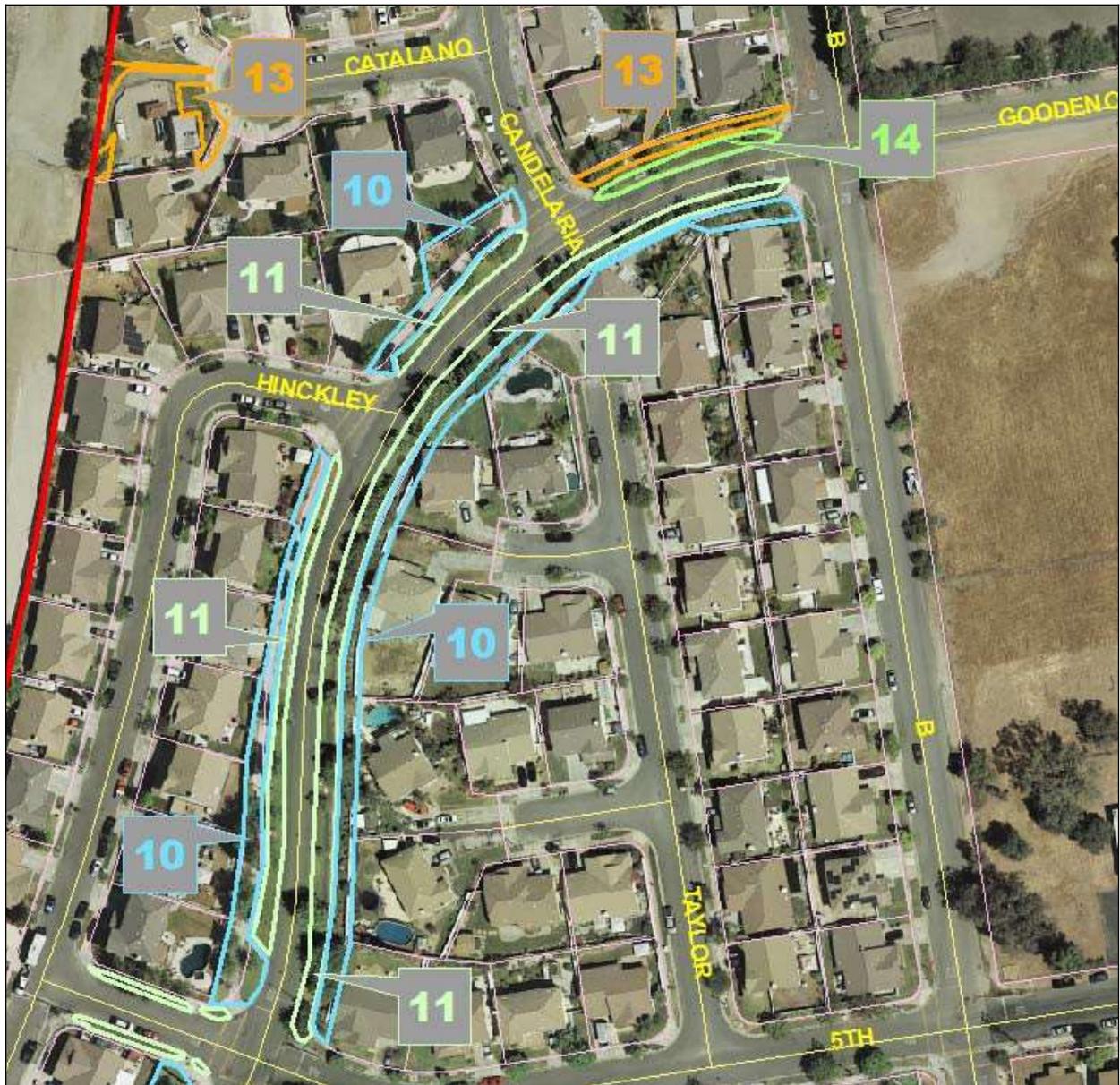
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07 – Ventura Street Planters, Tract 4005



- 08 – Riverwalk Park, Tract 5099**
- 09 – Riverwalk Parkways, Tract 5099**
- 61 – Santa Fe Street Parkway**



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- 10 – Hometown Phase 1-3 Parkways, Tract 5160**
- 11 – Hometown Phase 1-3 Bio-filters, Tract 5160**
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- 10 – Hometown Phase 1-3 Parkways, Tract 5160**
- 11 – Hometown Phase 1-3 Bio-filters, Tract 5160**
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Area on North Continued from Previous Page



10 – Hometown Phase 1-3 Parkways, Tract 5160

11 – Hometown Phase 1-3 Bio-filters, Tract 5160

12 – Hometown Phase 1-3 Entrance, Tract 5160



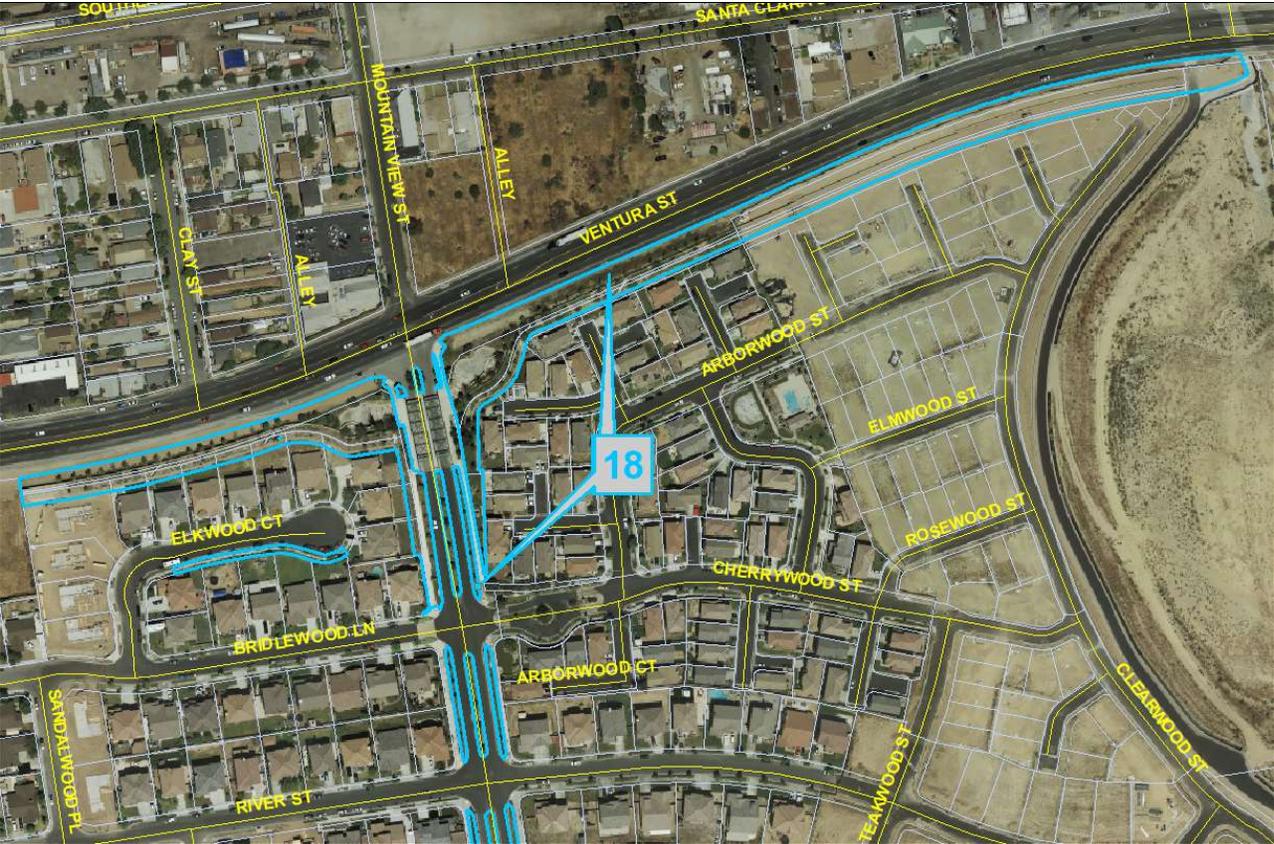
15 – River Oaks Park, Tract 5304

16 – River Oaks Parkway, Tract 5304



Area South of Above Map Continues on Pages 31 & 35.

54 – Downtown Planters & Fillmore Street Parking Lot



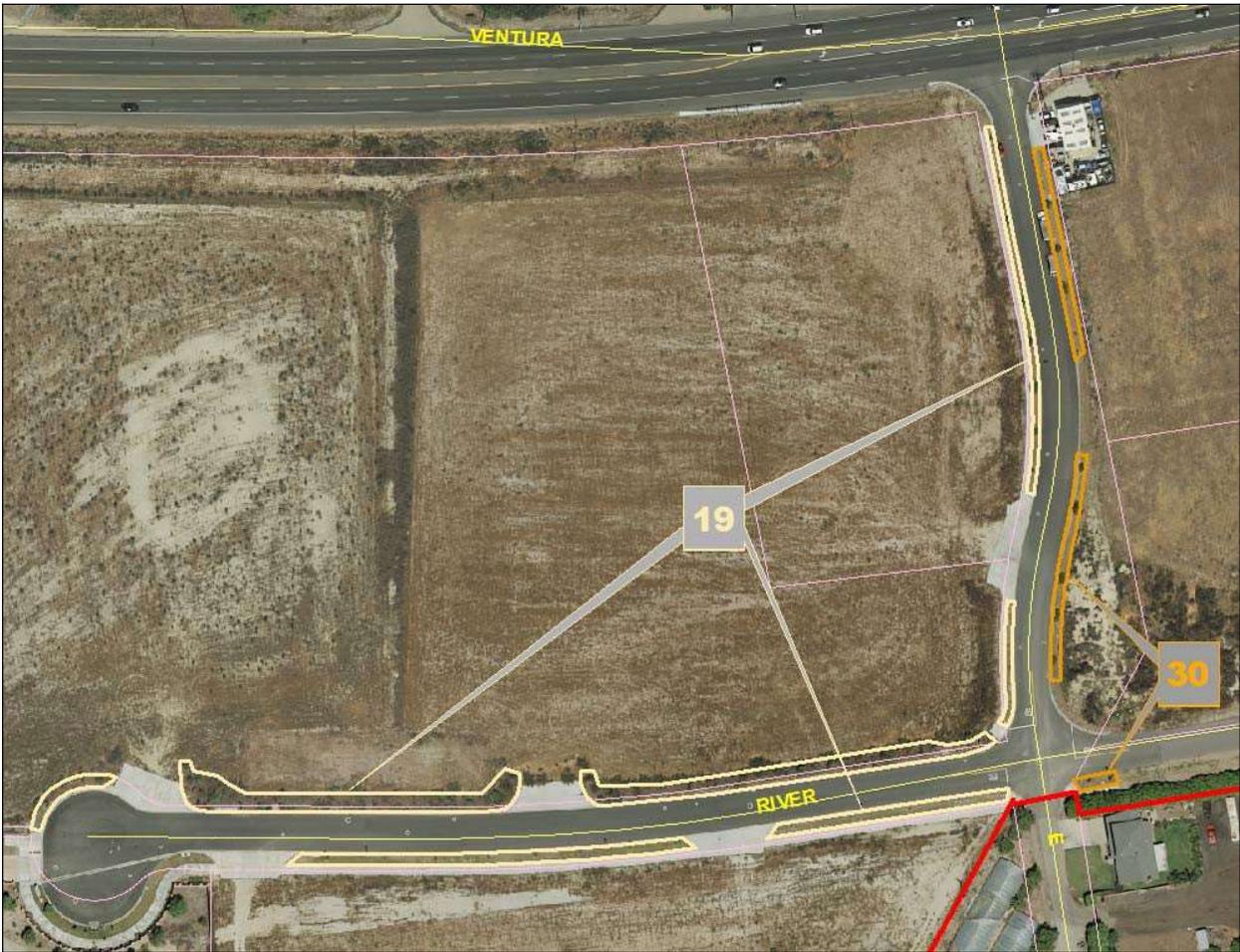
Area to south continued on the next page

18 – HVP Entry, Parkways, & Medians, Tracts 5474, 5496, & 4435



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18 – HVP Entry, Parkways, & Medians, Tracts 5474, 5496, & 4435



19 – E & River Streets Parkways, Tract 5785

30 – E Street Parkways

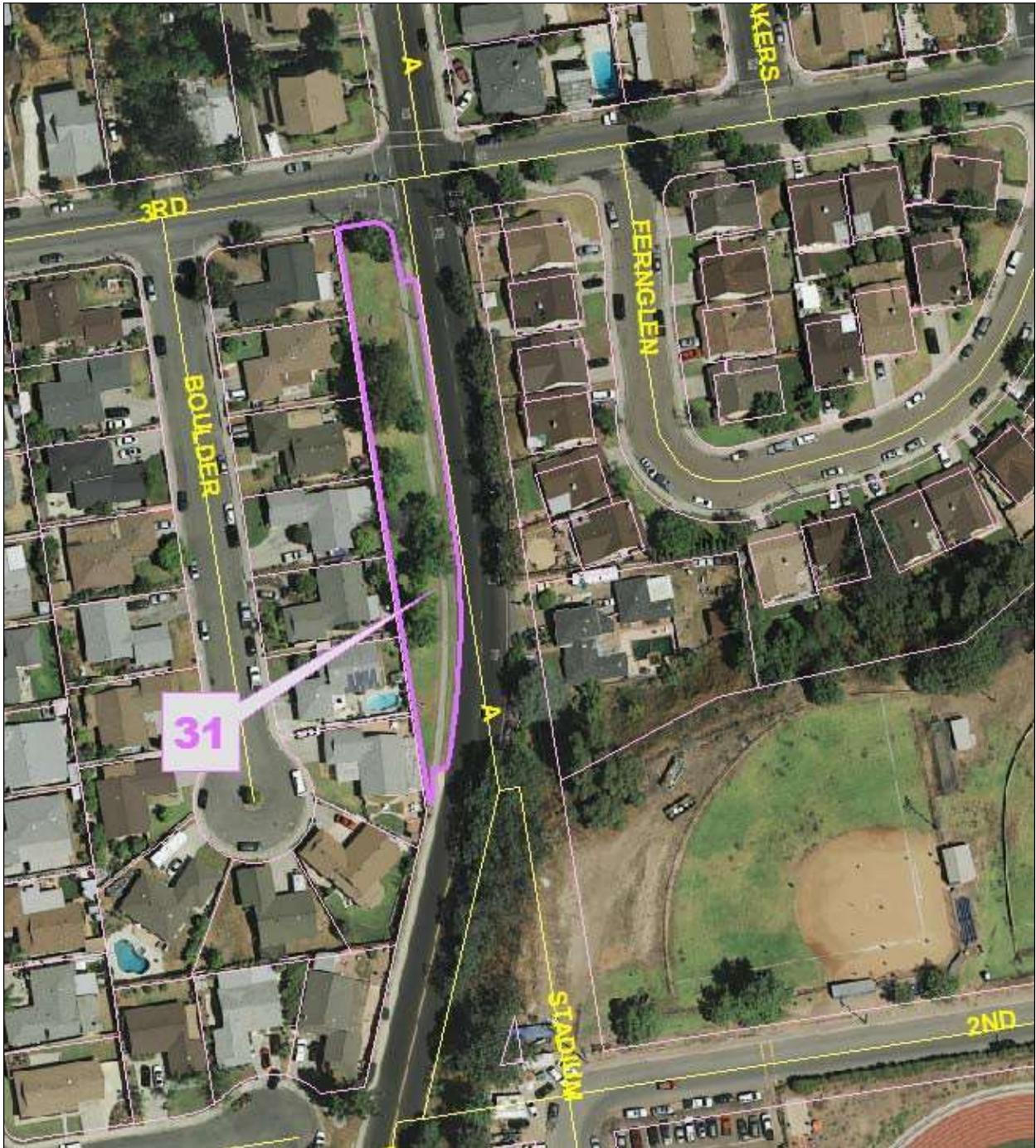


20A – Rio Vista Basin

Area on right continued below



20B – Rio Vista Park



31 – A & 3rd Streets Park (Turtle Park)



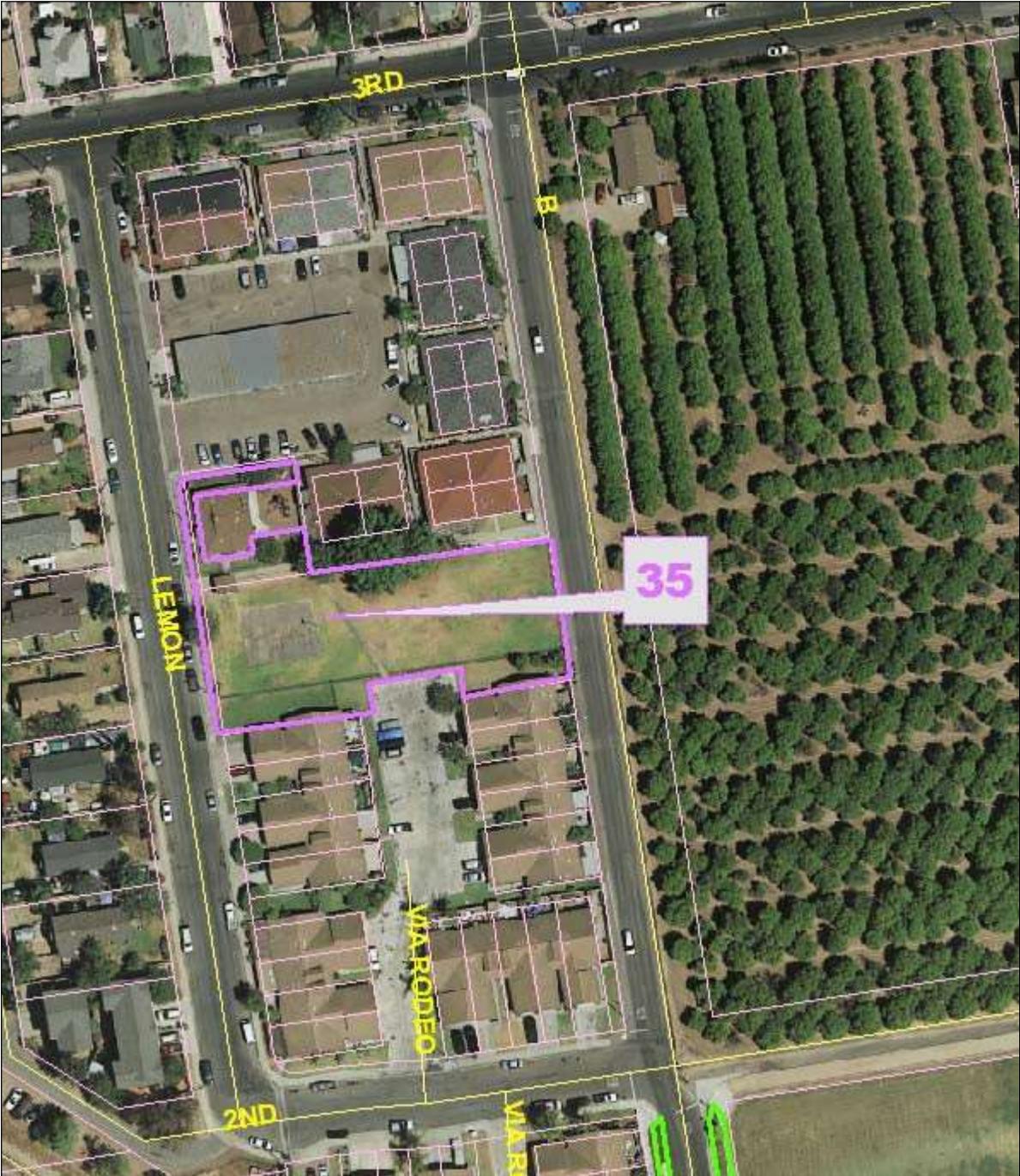
32 – B Street Parkway



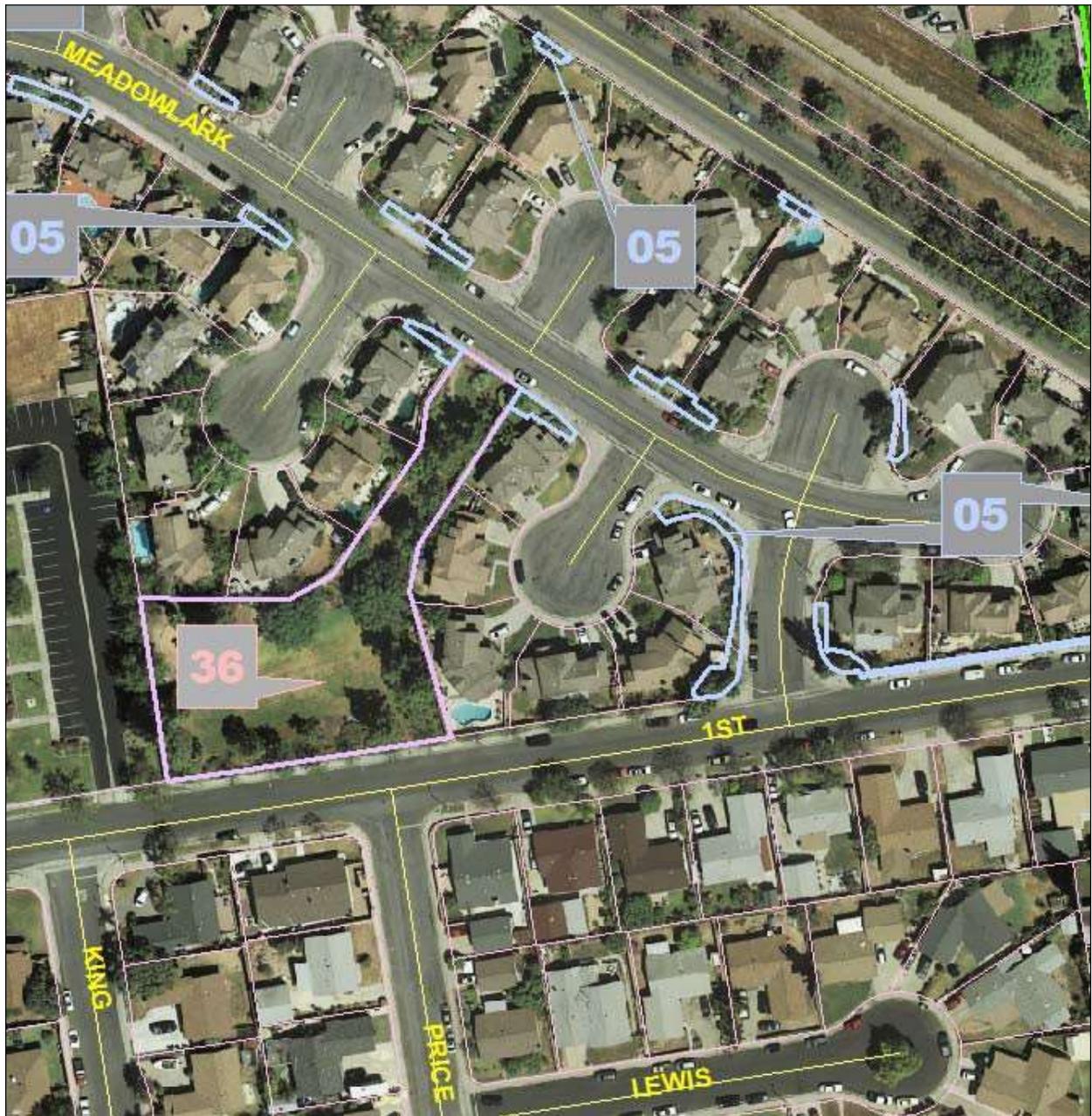
33 – Middle School Bike Path



34 – Public Works Yard Bio-filter



35 – Lemon Street Police Storefront & Via Rodeo Park



36 – Meadowlark Drive, Pond Park, Tract 4535



37 – Sespe Avenue Parkway, Tracts 2718 & 2687



38 – Los Serenos Street Park

39 – Los Serenos Oleanders



40 – Sespe Avenue Medians
41 – Police Department Parkway



42 – Chamber Park



43 – Boys & Girls Club
44 – Fillmore Aquatic Center



45 – Main Street Park

52 – City Hall & FATCO Parking Lots

54 – Portion of Central Avenue Downtown Planters

55 – Central Park & City Hall



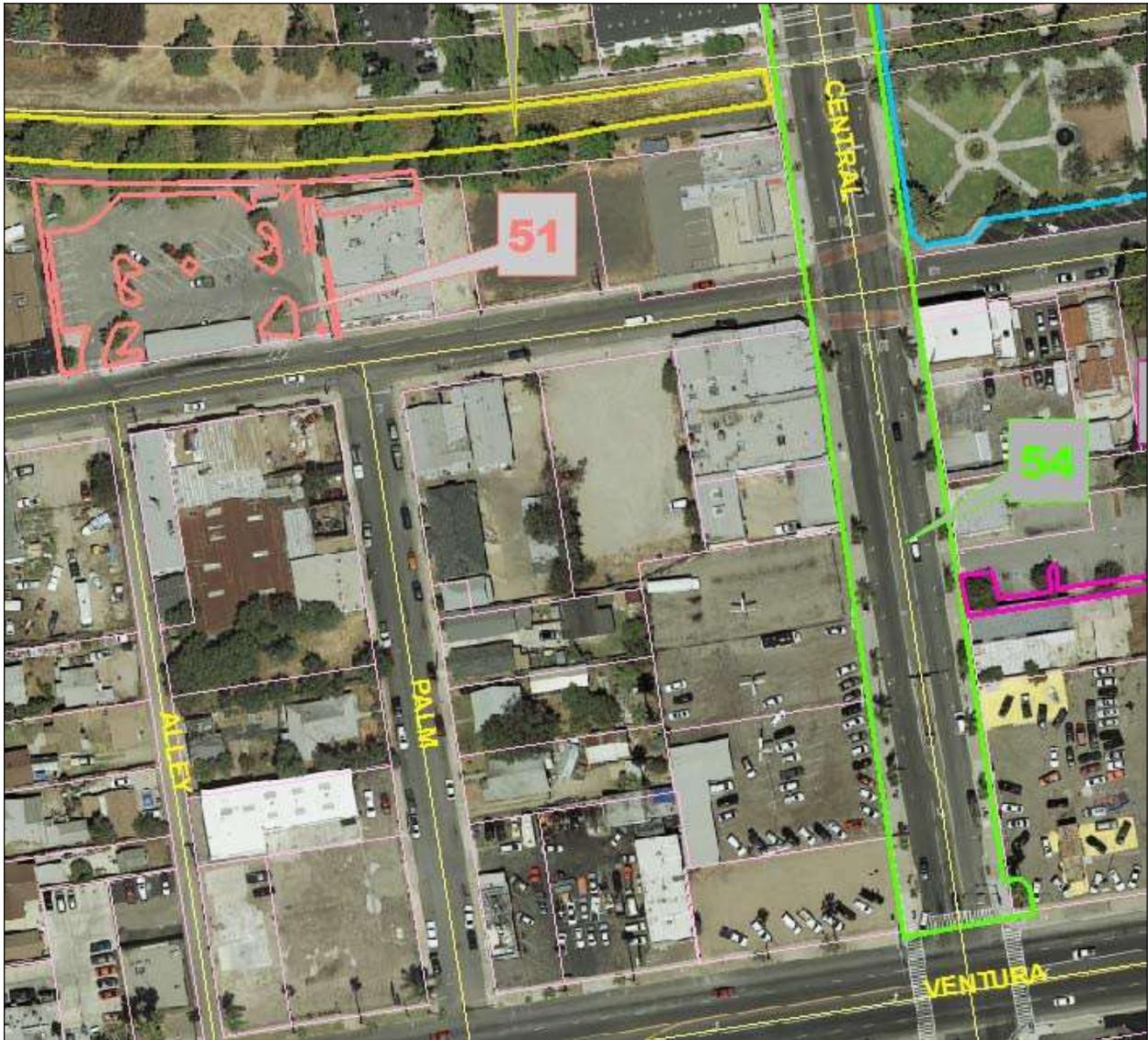
53 – Mountain View & Santa Clara Streets Planters



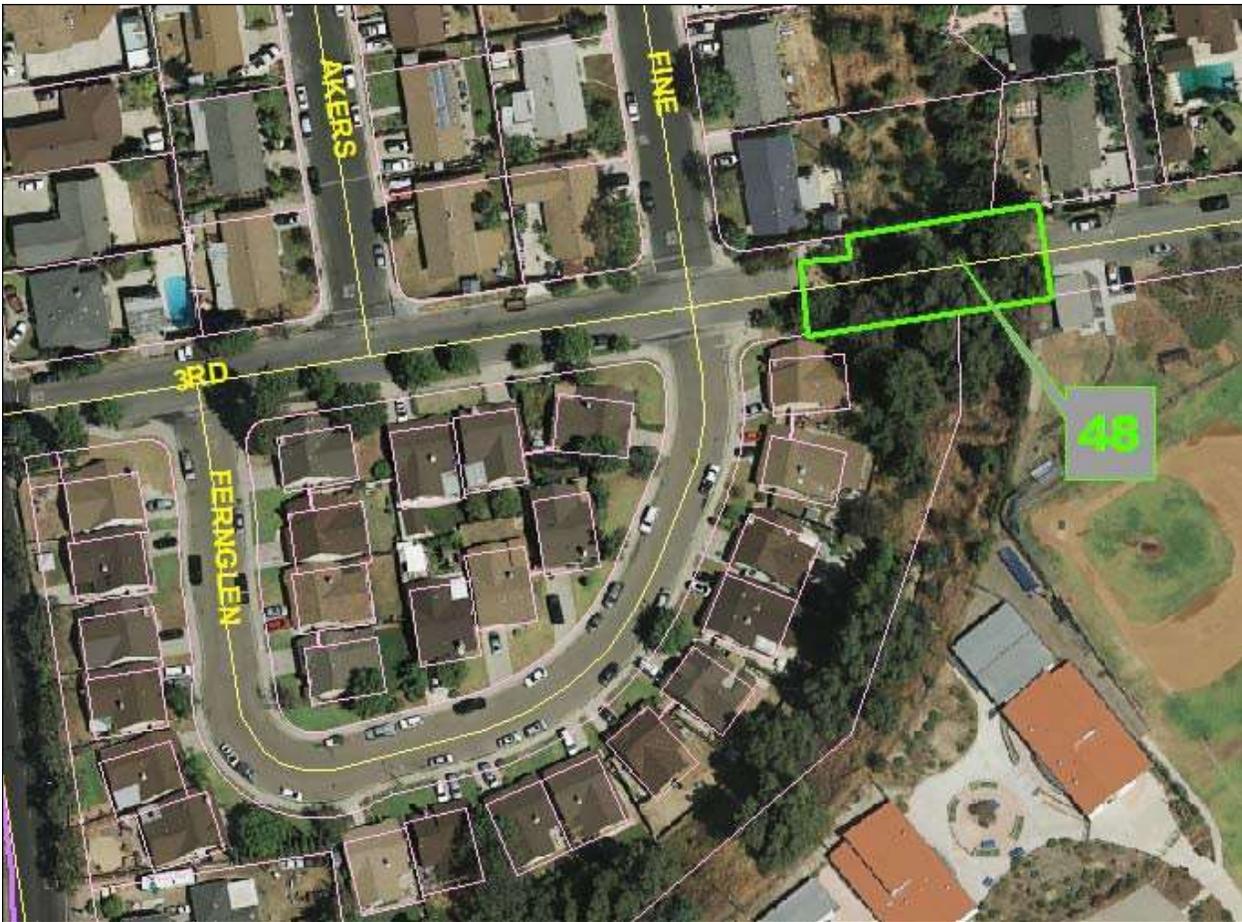
46 – 4th Street Medians in Cul-du-sacs



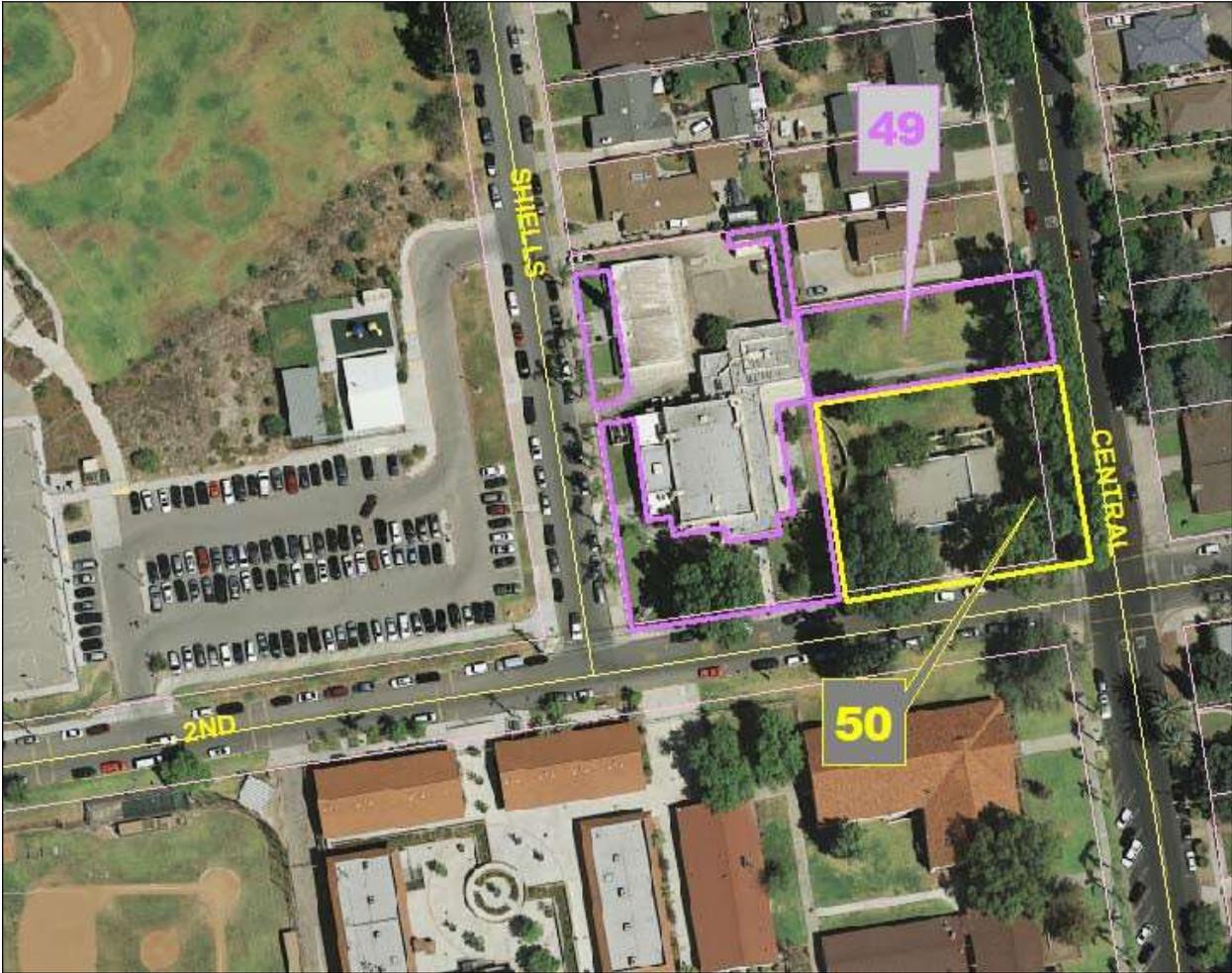
47 - Central Avenue Parkway & Woodgrove Median



51 – Intermodal Center & Senior Center Parking Lot
54 – Portion of Central Avenue Downtown Planters



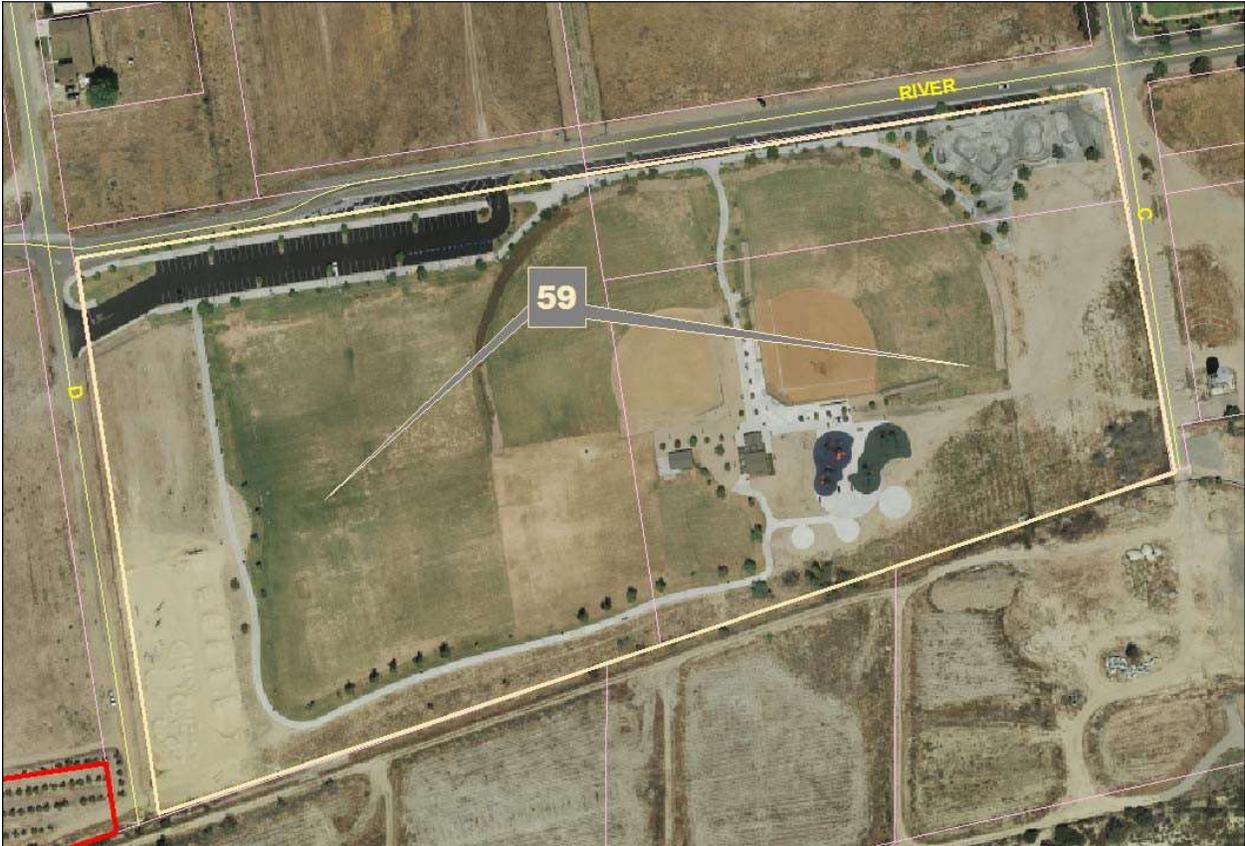
48 – 3rd Street Stairs



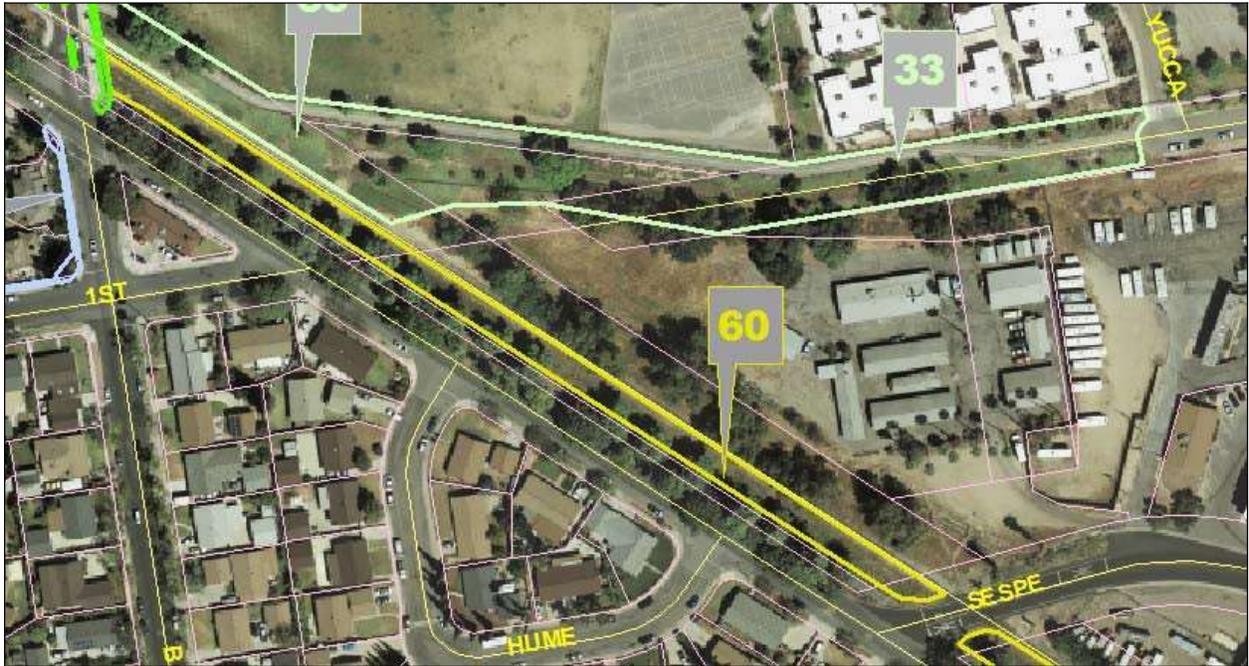
49 – Veterans Memorial Building
50 – Library



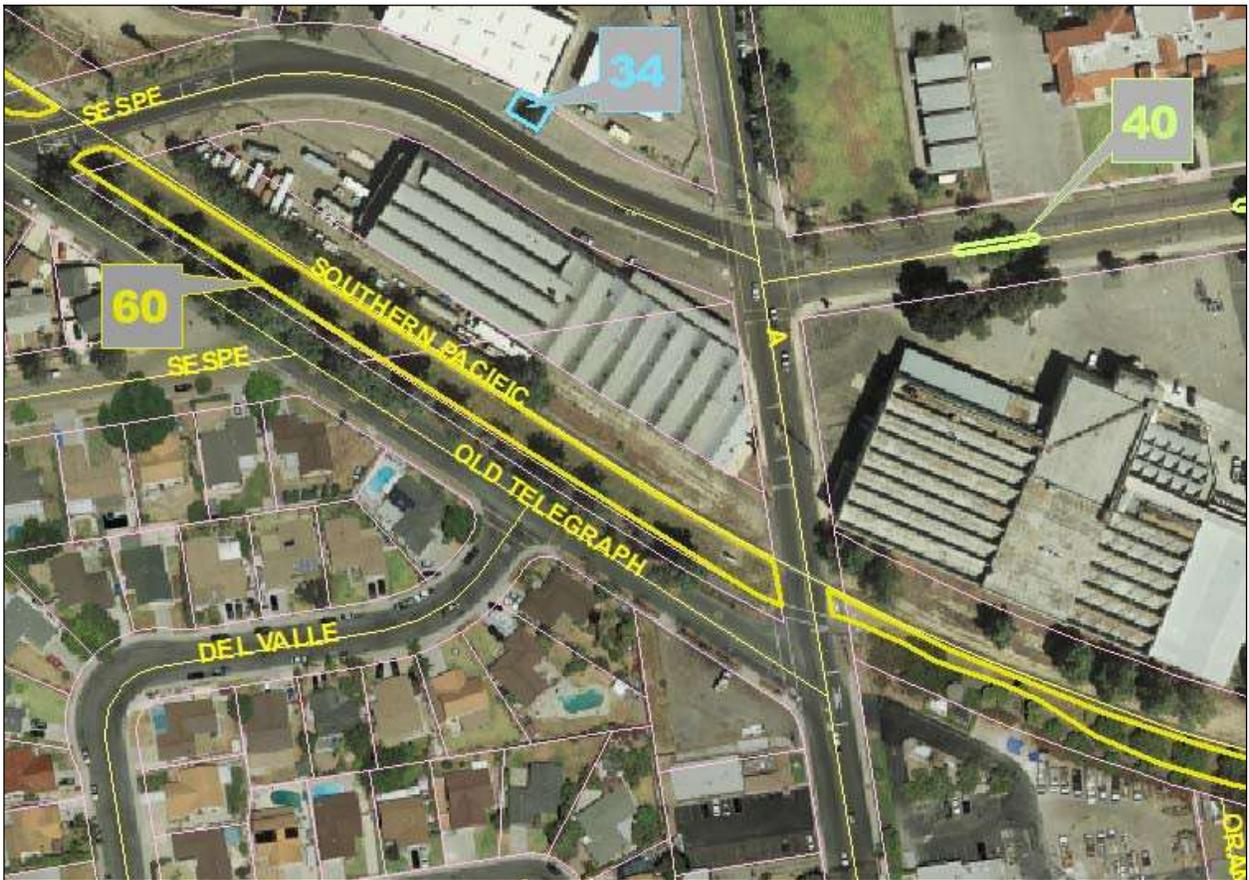
56 – Shiells Park



59 – Two Rivers Park



Area on Right Continued Below



Area on Right Continued on Next Page

Area on Left Continued from Previous Page



60 – Railroad Bike Path, B Street to Central Avenue

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