



CITY OF GALT
DEPARTMENT OF PARKS & RECREATION

**LANDSCAPE MAINTENANCE OF
CITY PARKS AND PROPERTIES**

REQUEST FOR BIDS

ARMANDO SOLIS, PARKS & RECREATION DIRECTOR

CITY OF GALT
DEPARTMENT OF PARKS & RECREATION
610 CHABOLLA AVENUE
GALT, CA 95632
(209) 366-7180

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Note: An Atlas of maps may be supplied by the City upon request at the mandatory pre-bid meeting.

**NOTICE TO CONTRACTORS
REQUEST FOR BIDS
LANDSCAPE MAINTENANCE
OF CITY PARKS AND PROPERTIES**

NOTICE IS HEREBY GIVEN that the City of Galt will accept bids for this project until the hour of 2:00 p.m. on Wednesday, June 5, 2019. All the bids are to be submitted to the office of the City Clerk, 380 Civic Drive, Galt, California 95632. Bids will be opened in the City Clerk's Office at City Hall 380 Civic Drive, Galt, California unless otherwise posted.

Plans and specifications will be issued to prospective bidders over the counter for a non-refundable fee of \$20.00 at the Galt City Clerk's Office located at 380 Civic Drive, Galt, California 95632.

There will be a mandatory pre-bid meeting held at 2:00 p.m. on Wednesday, May 29, 2019 at Galt Department of Parks and Recreation located at 610 Chabolla Avenue, Galt, CA. Attendance of all potential bidders is required and is a precondition to bid acceptance.

The work to be performed under this contract consists of landscape maintenance to include: mowing, edging, policing, cleaning of sidewalks, care of shrub beds, trees, and ground cover, fertilization, irrigation repair and maintenance, aeration, application of pesticides and herbicides, pruning and staking, grass and weed control, and other items as listed in the maintenance specifications. Bidders must possess and secure a valid C-27 State License for landscaping maintenance, and all other appropriate licenses or certifications for the purpose of carrying out the work.

Pursuant to Public Contract Code section 6109, Contractors ineligible to perform work on public works projects may not submit a bid.

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check, payable to the order of the City of Galt, or cash for an amount no less than ten percent (10%) of the aggregate sum of the bid. This security will be declared forfeited if the successful bidder refuses to enter into a contract after being requested to do so by the City.

The successful bidder shall be required to execute a Labor Payment Bond, for one hundred percent (100%) of the contract price, and a Performance Bond, in the amount of one hundred percent (100%) of the contract price, by an admitted surety insurer, as defined in Civil Code of Procedure Section 995.120 and acceptable to the City.

The City encourages the submission of bids and sub-bids by minority-owned and women-owned enterprises.

Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Section 1720 et seq., and Section 1770 et seq. the successful bidder shall pay not less than the rate of per diem wages, as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's principal office, which shall be made available to any interested party on request. Successful bidders shall also comply with all applicable provisions of the Labor Code, including but not limited to hours of work per day and week, retention of payroll records and the employment of apprentices.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial

Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Pursuant to California Public Contract Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the City to ensure performance under the contract.

The City of Galt reserves the right to reject any or all bids, and/or waive any informality on a bid. No bidder may withdraw her or his bid for a period of sixty (60) days after the date set for the opening thereof.

In soliciting bids, it is the intent of the City of Galt Parks and Recreation Department to provide the best possible service to the public. The award will be made to the bidder who best meets the following criteria, in the sole discretion of the City:

- Reasonable Cost
- Recent Successful Experience Similar in Nature and Scope
- Quality of Operations

Any bids received after the time specified will be returned to the bidder unopened. The City reserves the right to postpone the date and time for opening bids at any time prior to the date and time announced in the advertisement. Each bid will be on forms provided by the City and shall in all respects comply with the instructions to Bidders and the Contract Documents. Bidder in submitting their proposal states that they are an equal opportunity employer and certifies that they are in compliance with the Civil Rights Act of 1964, the Civil Right Act of 1991, the American with Disabilities Act, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations regarding equal opportunity employment.

DATED: May 1, 2019

DONNA SETTLES, CITY CLERK
City of Galt, Sacramento County,
California

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LANDSCAPING OF CITY PARKS AND PROPERTIES

PROPOSAL BID FORMS

PAGES 6-31

Project: Landscape Maintenance - City Parks and Properties

SUBMIT BID TO:

Galt City Clerk
380 Civic Drive
Galt, CA 95632

BID OPENING

Galt City Council Chambers
380 Civic Drive
Galt, CA 95632

NO LATER THAN: 2:00 P.M.
Thursday, June 5, 2019

TO: City of Galt
Parks and Recreation Department
State of California

BID

Pursuant to your published Notice to Contractors for the above-referenced project, and in accordance with the approved Bid Documents and Specifications for that project, the following bid for said entire project is hereby submitted by the firm indicated on Sheet 17 of the Bid Form.

Bid sheets are page 6 through 31

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LANDSCAPING OF CITY PARKS AND PROPERTIES

II. BID GRATUITY:

Bid security for an amount not less than ten percent (10%) of the aggregate sum of the bid must be bidders bond, a certified check or cashier's check payable to the City of Galt, or cash. Bid secured by personal checks or personal guarantees will be rejected.

III. AFFIDAVIT OF NONCOLLUSION:

The bidder swears and deposes that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not directly, or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

IV. TYPE OF BUSINESS (CHECK ONE)

- CORPORATION
STATE OF INCORPORATION
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

V. CONTRACTOR INFORMATION

Firm Name: _____

NOTE: Place Name on Sheet 1 Where Space is Provided

Address: _____

Telephone: (____) _____

Contractor's License Number: _____

Contractor's License Expiration Date: _____

Contractor's License Classification: _____

I hereby certify under penalty of perjury that the above statements are true.

BID and certification submitted:

Date: _____

Signature: _____

Authorized Representative

Title: _____

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LIST OF REFERENCES

Please list three (3) names of former and/or current clients for whom you have performed work in the last five (5) years and provide the contact information and a brief description of the work performed for each client. The City may, in its sole discretion, contact any or all of these former or current clients in order to evaluate the bidder's recent experience. Failure to complete this information and provide at least three references shall cause the bid to be rejected as non-responsive.

1. Client Name: _____
Client Contact Name: _____
Address: _____

Telephone: (____) _____
Brief Description of Work Performed: _____

2. Client Name: _____
Client Contact Name: _____
Address: _____

Telephone: (____) _____
Brief Description of Work Performed: _____

3. Client Name: _____
Client Contact Name: _____
Address: _____

Telephone: (____) _____
Brief Description of Work Performed: _____

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LANDSCAPING OF CITY PARKS AND PROPERTIES

DESIGNATION OF SUBCONTRACTORS

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement, in an amount in excess of one-half of one percent (0.5%) of the total bid.

The low bidder or apparent contractor will submit a listing of license numbers by subcontractors with twenty-four (24) hours of bid opening.

BID ITEM NUMBER	SUB-CONTRACTOR	PLACE OF BUSINESS

Use additional sheets if necessary.

**LANDSCAPE MAINTENANCE CONTRACT
REQUEST FOR PROPOSAL
OPTION 1, 1A, 1B, 1C**

				Option #1		Option #1A		Option #1B		Option #1C	
	TURF	2,270.0	PER MONTH								
	BEDS	2,382.0	PER MONTH								
8	SOUTH LINCOLN WAY - (ELM STREET TO MELADEE LANE)										
	BEDS	10,234.0	PER MONTH								
	SUB-TOTAL STREETSCAPES	14,886.0		\$	\$	\$	\$	\$	\$	\$	\$
	PARKS:										
9	SP PARK/4TH STREET PROMENADE - (4TH STREET N/O & S/O C ST.)										
	TURF	29,000.0	PER MONTH								
	BEDS	22,752.0	PER MONTH								
10	SMUD PARK - (720 A STREET)										
	TURF	19,564.0	PER MONTH								
11	LION'S OAK PARK - (254 OAK STREET)										
	TURF	7,221.0	PER MONTH								
12	HARVEY PARK - (248 C STREET)										
	TURF	60,460.0	PER MONTH								
	SPORTS FIELD	51,754.0	PER MONTH								
13	CHABOLLA SKATE PARK - (620 CHABOLLA AVENUE)										
	TURF	8,587.0	PER MONTH								
14	GORA AQUATIC CENTER - (630 CHABOLLA AVENUE)										
	TURF	10,167.0	PER MONTH								
	BEDS	5,249.0	PER MONTH								
15	VETERAN'S SOCCER FIELD - (900 CAROLINE AVENUE)										
	TURF	17,333.0	PER MONTH								
	SPORTS FIELD	100,638.0	PER MONTH								
16	SPORTS COMPLEX - (1022 CAROLINE AVENUE)										
	TURF	202,396.0	PER MONTH								
	BEDS	3,543.0	PER MONTH								
	SPORTS FIELD	279,626.0	PER MONTH								
17	MEADOWVIEW PARK - (1128 MEADOWVIEW DRIVE)										
	TURF	109,798.0	PER MONTH								
	SPORTS FIELD	57,466.0	PER MONTH								
18	ROTARY PARK - (3RD STREET AT B STREET)										
	TURF	19,236.0	PER MONTH								
	SUB-TOTAL PARKS	1,004,790.0		\$	\$	\$	\$	\$	\$	\$	\$
	FACILITIES:										
19	CHABOLLA CENTER/P & R ADMIN - (600 & 610 CHABOLLA AVE)										
	TURF	5,242.0	PER MONTH								
	BEDS	3,839.0	PER MONTH								
	SUB-TOTAL FACILITIES	9,081.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - CENTRAL PARKS	1,028,757.0		\$	\$	\$	\$	\$	\$	\$	\$

**LANDSCAPE MAINTENANCE CONTRACT
REQUEST FOR PROPOSAL
OPTION 1, 1A, 1B, 1C**

				Option #1	Option #1A	Option #1B	Option #1C
31	GALT COMMUNITY PARK - (1000 WALNUT AVENUE)						
	TURF	118,366.0	PER MONTH				
	BEDS	28,773.0	PER MONTH				
	DECOMPOSED GRANITE	11,722.0	PER MONTH				
	SPORTS FIELD	130,313.0	PER MONTH				
32	MONTEREY PARK - (1025 LAKE PARK DRIVE)						
	TURF	69,439.0	PER MONTH				
	BEDS	17,734.0	PER MONTH				
33	ROUNDSTONE PARK - (950 ROUNDSTONE DRIVE)						
	TURF	42,562.0	PER MONTH				
	BEDS	24,866.0	PER MONTH				
34	CANYON CREEK PARK - (700 CANYON CREEK DRIVE)						
	TURF	56,433.0	PER MONTH				
	BEDS	4,521.0	PER MONTH				
	DECOMPOSED GRANITE	1,335.0	PER MONTH				
35	LAKE CANYON PARK - (899 LAKE CANYON AVENUE)						
	TURF	50,393.0	PER MONTH				
	DECOMPOSED GRANITE	2,229.0	PER MONTH				
36	NE SPORTS PARK (McCAFFREY) - (1001 PARK TERRACE DRIVE)						
	TURF	4,946.0	PER MONTH				
	BEDS	3,533.0	PER MONTH				
	SPORTS FIELD	238,413.0	PER MONTH				
37	EMERALD VISTA PARK - (800 EMERALD VISTA DRIVE)						
	TURF	99,461.0	PER MONTH				
	SUB-TOTAL PARKS	905,039.0		\$	\$	\$	\$
	GULCH LANDSCAPE EASEMENTS:						
38	PADDINTON CIRCLE (GULCH LANDSCAPE EASEMENT)						
	BEDS	9,147.0	PER MONTH				
39	STONEYGATE DRIVE (GULCH LANDSCAPE EASEMENT)						
	BEDS	16,718.0	PER MONTH				
40	TRAFALGAR CIRCLE (GULCH LANDSCAPE EASEMENT)						
	BEDS	8,936.0	PER MONTH				
41	BEELER WAY (GULCH LANDSCAPE EASEMENT)						
	BEDS	24,360.0	PER MONTH				
42	SOUTHSIDE WALNUT AVE - LAKE CANYON TO MARENGO (GULCH LANDSCAPE EASEMENT)						
	BEDS	25,900.0	PER MONTH				
43	HAMSTEAD DRIVE (GULCH LANDSCAPE EASEMENT)						
	BEDS	6,444.0	PER MONTH				
	SUB-TOTAL GULCH LANDSCAPE EASEMENTS	91,505.0		\$	\$	\$	\$
	GULCH OPEN AREA:						
44	PADDINGTON CIRCLE - (GULCH NATURE AREA)						
	NATURAL LANDSCAPE	10,515.0	PER MONTH				

**LANDSCAPE MAINTENANCE CONTRACT
REQUEST FOR PROPOSAL
OPTION 2, 2A, 2B, 2C**

				Option #2		Option #2A		Option #2B		Option #2C	
	NATURAL LANDSCAPE	122,089.0	PER MONTH								
49	EMERALD VISTA/CANYON CREEK TRAIL TO CEDAR FLAT -										
	NATURAL LANDSCAPE	53,717.0	PER MONTH								
	SUB-TOTAL GULCH OPEN AREA	229,854.0		\$	\$	\$	\$	\$	\$	\$	\$
	FACILITIES:										
50	CARILLION WELL SITE - (1018 DIMAGGIO WAY)	6,804.0	PER MONTH								
	SUB-TOTAL FACILITIES	6,804.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - NORTHEAST L&L DISTRICT	1,851,638.0		\$	\$	\$	\$	\$	\$	\$	\$

WESTSIDE L&L DISTRICT (Fund 033-3158-714)

BID ITEM	STREETSCAPES:	TOTAL SQ FT.	UNIT	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21
51	WEST A STREET										
	BEDS	94,312.0	PER MONTH								
52	SOUTH LINCOLN WAY - (MELADEE TO SO. OF KOST ROAD)										
	TURF	7,070.0	PER MONTH								
	BEDS	8,313.0	PER MONTH								
53	NEW HOPE ROAD										
	BEDS	15,411.0	PER MONTH								
54	KOST ROAD-RAVEN BROOK										
	BEDS	4,995.0	PER MONTH								
55	VINEYARDS-GAYLON WAY										
	BEDS	7,009.0	PER MONTH								
56	LYONIA DRIVE										
	TURF	625.0	PER MONTH								
	BEDS	940.0	PER MONTH								
57	DRY CREEK TRAIL TO KOST ROAD										
	NATURAL LANDSCAPE	38,726.0	PER MONTH								
58	WRISTEN WAY										
	BEDS	20,188.0	PER MONTH								
	SUB-TOTAL STREETSCAPES	197,589.0		\$	\$	\$	\$	\$	\$	\$	\$
	PARKS:										
59	GREER BASIN PARK - (136 FUMASI DRIVE)										
	TURF	269,290.0	PER MONTH								
60	FUMASI OAK PRESERVE - (214 S. EMERALD OAK DRIVE)										
	BEDS	21,714.0	PER MONTH								
	DECOMPOSED GRANITE	1,442.0	PER MONTH								
61	ASHBORO TOT LOT - (832 LYONIA DRIVE)										
	TURF	1,031.0	PER MONTH								
	BEDS	1,044.0	PER MONTH								
	SUB-TOTAL PARKS	294,521.0		\$	\$	\$	\$	\$	\$	\$	\$
	GULCH LANDSCAPE EASEMENTS:										
62	LYONIA DRIVE TO BRIDGE PATHWAY (GULCH NATURE AREA)										
	BEDS	9,000.0	PER MONTH								
	SUB-TOTAL GULCH LANDSCAPE EASEMENTS	9,000.0		\$	\$	\$	\$	\$	\$	\$	\$

**LANDSCAPE MAINTENANCE CONTRACT
REQUEST FOR PROPOSAL
OPTION 2, 2A, 2B, 2C**

				Option #2		Option #2A		Option #2B		Option #2C	
FACILITIES:											
63	QUAIL HOLLOW WELL SITE - (375 ELM AVENUE)										
	TURF	1,594.0	PER MONTH								
	BEDS	540.0	PER MONTH								
64	SPARROW LIFT STATION - (SPARROW DRIVE)										
	TURF	12,165.0	PER MONTH								
	BEDS	2,840.0	PER MONTH								
65	KOST ROAD WELL SITE - (10650 KOST ROAD)										
	BEDS	1,831.0	PER MONTH								
	SUB-TOTAL FACILITIES	18,970.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - WESTSIDE L&L DISTRICT	520,080.0		\$	\$	\$	\$	\$	\$	\$	\$

L&L DISTRICT #3 (Fund 037-3158-714)

BID ITEM	STREETSCAPES:	TOTAL SQ FT.	UNIT	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21
66	WEST ELM AVENUE										
	BEDS	49,096.0	PER MONTH								
67	KOST ROAD - (WILDER TO LINCOLN WAY)										
	BEDS	23,431.0	PER MONTH								
68	LINCOLN WAY - (PRINGLE TO ELM STREET)										
	BEDS	7,780.0	PER MONTH								
69	NORTHEAST KOST ROAD - (WEST SIDE OF LINCOLN WAY)										
	BEDS	34,139.0	PER MONTH								
	SUB-TOTAL STREETSCAPES	114,446.0		\$	\$	\$	\$	\$	\$	\$	\$
	PARKS:										
70	WALKER PARK - (380 WEST ELM AVENUE)										
	TURF	52,674.0	PER MONTH								
	BEDS	37,674.0	PER MONTH								
	SPORTS FIELDS	212,114.0	PER MONTH								
	SUB-TOTAL PARKS	302,462.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - L&L DISTRICT #3	416,908.0		\$	\$	\$	\$	\$	\$	\$	\$
	GRAND TOTAL - SQUARE FEET	4,531,946.0									
	GRAND TOTAL - ACRES	104.0									

**LANDSCAPE MAINTENANCE CONTRACT
REQUEST FOR PROPOSAL
OPTION 3, 3A, 3B, 3C**

				Option #3		Option #3A		Option #3B		Option #3C	
FACILITIES:											
63	QUAIL HOLLOW WELL SITE - (375 ELM AVENUE)										
	TURF	1,594.0	PER MONTH								
	BEDS	540.0	PER MONTH								
64	SPARROW LIFT STATION - (SPARROW DRIVE)										
	TURF	12,165.0	PER MONTH								
	BEDS	2,840.0	PER MONTH								
65	KOST ROAD WELL SITE - (10650 KOST ROAD)										
	BEDS	1,831.0	PER MONTH								
	SUB-TOTAL FACILITIES	18,970.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - WESTSIDE L&L DISTRICT	520,080.0		\$	\$	\$	\$	\$	\$	\$	\$

L&L DISTRICT #3 (Fund 037-3158-714)

BID ITEM	STREETSCAPES:	TOTAL SQ FT.	UNIT	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21
66	WEST ELM AVENUE										
	BEDS	49,096.0	PER MONTH								
67	KOST ROAD - (WILDER TO LINCOLN WAY)										
	BEDS	23,431.0	PER MONTH								
68	LINCOLN WAY - (PRINGLE TO ELM STREET)										
	BEDS	7,780.0	PER MONTH								
69	NORTHEAST KOST ROAD - (WEST SIDE OF LINCOLN WAY)										
	BEDS	34,139.0	PER MONTH								
	SUB-TOTAL STREETSCAPES	114,446.0		\$	\$	\$	\$	\$	\$	\$	\$
	PARKS:										
70	WALKER PARK - (380 WEST ELM AVENUE)										
	TURF	52,674.0	PER MONTH								
	BEDS	37,674.0	PER MONTH								
	SPORTS FIELDS	212,114.0	PER MONTH								
	SUB-TOTAL PARKS	302,462.0		\$	\$	\$	\$	\$	\$	\$	\$
	TOTAL - L&L DISTRICT #3	416,908.0		\$	\$	\$	\$	\$	\$	\$	\$
	GRAND TOTAL - SQUARE FEET	4,531,946.0									
	GRAND TOTAL - ACRES	104.0									

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LANDSCAPING OF CITY PARKS AND PROPERTIES

**LANDSCAPING-MAINTENANCE
SPECIFICATIONS**

**“Exhibit A”
Pages 18 - 28**

SECTION 1 - GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS

1.1 SCOPE OF WORK

- A. Contractor shall furnish all labor, materials, tools, equipment, services, disposal fees and transportation required to accomplish Services identified in the City Streetscapes, Facilities Landscape, and Open Space Contract.
- B. Contract work includes routine landscape maintenance, small extra work projects and large extra work projects.
 - 1. Routine Landscape Maintenance – Approximately 96% of all Contractor work. This is the ongoing landscape maintenance and irrigation service of turf and activity areas, and planters and bark areas as listed in Section 2. Pricing is set according to the Base Cost Sheet for Landscape Maintenance provided by Contractor in the Proposal.
 - 2. Small Extra Work Projects – Approximately 4% of all Contractor work. Example projects include replanting 70 plants in a planter, tree replacement of 5 trees, irrigation valve box replacement. Typical projects are \$200 to \$500. Pricing is set according to the Extra Cost Sheet for Landscape Maintenance provided by Contractor.
 - 3. Large Extra Work Projects – Less than 1% of all Contractor work. Example projects include plant replacement of 200+ plants in a planter or irrigation renovation of substantial size. Contractor would provide a bid which is compared to two or more other bids from outside vendors. The project is awarded to the lowest bidder.
- C. Contract Specification work excludes the following tasks. These tasks are normally accomplished by City maintenance staff or specialized contract vendors.
 - 1. Artificial turf maintenance – Walker Park
 - 2. Graffiti removal
 - 3. Repairs to fences, bollards, gates, benches, tables, playground equipment, or other site amenities
 - 4. Welding repairs
 - 5. Drinking fountain repairs
 - 6. Irrigation repairs other than heads and fittings
 - 7. Lighting repairs
 - 8. Cleaning barbecue grills, bike racks, or other site amenities not identified as part of routine maintenance work
 - 9. Water feature maintenance such as chemicals, water quality, and pumps
 - 10. Vandalism repair

1.2 EFFECTIVE COMMUNICATION

The City emphasizes use of electronic forms to communicate Work Orders to the Contractor. Using the service request, City staff identifies open items. The Contractor assigns staff to complete the work and notes completion on the service request. This written format reduces confusion and allows the City and Contractor to track status of work.

1.3 MATERIALS SPECIFICATIONS

All materials used shall be of the highest quality and shall conform to original plans of the landscape specifications, or as approved by the City.

1.4 SAFETY PROGRAM AND TRAINING

- A. All services and merchandise must comply with the California State Division of Industrial Safety Orders and OSHA.
- B. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations.
- C. Contractor shall have in place an Injury and Illness Prevention Program as required by law and provide the City with appropriate evidence thereof prior to the Contract Award.

1.5 SEXUAL HARASSMENT POLICY AND TRAINING

The City's Sexual Harassment Policy shall apply to Contractor and its staff at all times during the performance of the services provided under the Streetscapes, Facilities Landscape, and Open Space Contract. A copy of the City's Sexual Harassment Policy will be provided to the Contractor prior to contract start date. Contractor is required to train his staff on the Policy and provide the City with appropriate evidence of the training within 30 days of Contract Award.

1.6 TIME OF OPERATIONS

Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public. The Contractor shall conduct weekday operations between the hours of 7:00 am and 5:00 pm, and weekend operations between 9:00 am and 6:00 pm.

1.7 TOBACCO, ALCOHOL, AND DRUG POLICY

Use of tobacco, alcohol, or drugs on City property is prohibited at all times during the performance of the Streetscapes, Facilities Landscape, and Open Space Contract.

1.8 CONTRACTOR EMPLOYEE SUPERVISION

Contractor shall assure that the conduct and activities of their employees will not be detrimental to the interest of the public using City facilities, or reflect poorly on the City. Upon written notification by the City that such conduct, in the opinion of the City, has occurred, Contractor shall promptly use reasonable measures to address the situation and prevent any reoccurrence.

1.9 KEY CONTROL

Contractor shall be responsible for the proper use and safekeeping of all keys issued by the City during the performance of this work. Lost or stolen keys shall be reported immediately to the City. Contractor shall

reimburse the City for the cost of replacing keys and/or the re-keying of all keyed alike locks. Upon expiration or termination of the Agreement, all keys received by the Contractor shall be accounted for and returned to the City.

1.10 STORM WATER POLLUTION PREVENTION PLAN

The City has developed a Stormwater Pollution Prevention Plan (SWPPP) to comply with the Phase I MS4 National Pollution Discharge Elimination System (NPDES) Permit for discharging stormwater to the waters of the state. The intent of the SWPPP is to reduce the discharge of pollutants in stormwater to the maximum extent practicable, and in a manner designed to achieve compliance with water quality standards and objectives, and effectively prohibit non-stormwater discharges into the municipal storm drain system and watercourses within the City's jurisdiction.

All fertilizers will be kept out of the gutter and off the sidewalks. Fertilizer deposited into the gutters, sidewalks or streets during application is to be blown back onto the landscape area immediately. Blowing of lawn clippings, leaves or other landscape debris into the gutter or storm drain inlets is strictly prohibited. During irrigation repairs, all mud and water is to remain in the landscape area. No turbid discharge is allowed into the gutter. Fines or penalties levied against the City as a result of maintenance practices by the Contractor will be born solely by the Contractor.

The City will provide Contractor with copy of the City's Stormwater Pollution Prevention Plan. Contractor is required to train his staff on the Policy and provide the City with appropriate evidence of the training within 30 days of Contract Award.

1.11 TRAFFIC CONTROL AND PUBLIC SAFETY

Contractor will follow State of California traffic control standards as per the 2012 or updated edition of the "California Manual of Uniform Traffic Control." Contractor shall be responsible for safety to traffic within the project limits and on the approaches to the project. For lane closures, Contractor may work under the City's encroachment permit, but shall bear solely all liability and costs for any non-compliance. Contractor shall be responsible to coordinate lane closures and provide submittals of 'cut sheets' and traffic control plans to the City's Public Works department, if applicable. Any proposed lane closures must be reported to the City at least 48 hours prior to work.

1.12 UNIFORMS

All workers employed on the project shall wear a uniform at all times bearing the name of the Contractor and the employee. Uniform can be a shirt or safety vest. Contractor's employees shall present a neat and clean appearance given the nature of the work.

1.13 VEHICLES

All Contractor vehicles must have City approved magnetic signs identifying them as Contractors working for the City. The City will provide the initial set of signs; replacement of damaged or missing signs shall be the responsibility of Contractor. Vehicles and equipment working on City property shall be maintained in a neat and clean manner.

Contractor street vehicles (i.e., trucks, trailers) are prohibited from entering City parks, streetscapes, and facilities landscapes. If an exception is necessary, Contractor must receive written authorization from the Parks & Recreation Director. Contractor is required to park legally on the street or in the parking lot at all City facilities.

1.14 HAZARDS

Upon discovery, hazards are to be resolved by Contractor as identified in the Streetscapes, Facilities Landscape, and Open Space Contract. Other hazards requiring action by the City must be reported immediately. Examples include pot holes, standing water, tunnels, excavations, ropes tied to tree limbs, hanging tree limbs above 96" high, damaged park equipment or amenities, settlements and unsecured materials, which shall be reported immediately to the Parks & Recreation Department at (209) 366-7180 immediately upon discovery.

Armando Solis, Parks & Recreation Director	(209) 366-7180
Armando Morales, Parks Supervisor	(209) 366-7205

1.15 VANDALISM

Any acts of vandalism shall be reported immediately to the City Parks & Recreation Department at (209) 366-7180. The City may request quotes for repairs of vandalized projects. Commencement of work will proceed only after City approval.

1.16 DAMAGE

All damage to landscaping, property or any related structures due to Contractor's negligence during the performance of any provision of the contract shall be the responsibility of the Contractor. The City shall determine who is responsible for such negligence.

All damage or vandalism of landscaping, related structures or fixtures not attributable to Contractor negligence shall be the responsibility of the City.

If irrigation equipment is damaged by Contractor through mowing and/or other work, Contractor shall repair such damages at his cost. Repairs to turf shall be made with sod.

<<END OF SECTION 1>>

SECTION 2 – LANDSCAPE MAINTENANCE TASKS - ADDITIONAL DETAILS

2.1 STAFFING, EQUIPMENT

- A. Trained Employees with Equipment – Contractor must provide sufficient employee levels to meet City requirements identified in the Streetscapes, Facilities Landscape, and Open Space Contract. Employees will be expected to have training, skills, and equipment necessary to effectively accomplish all contract work.
- B. Project Manager or “PM”– Contractor must provide one (1) or more full-time Project Manager(s) available to communicate with the City at all times during normal business hours. PM is responsible for managing all aspects of Streetscapes, Facilities Landscape, and Open Space Contract including staff, equipment, and scheduling work. PM is the designated point-of-contact for the City to communicate work tasks and receive feedback. PM must be capable of communicating effectively with the City through the use of the English language both orally and in writing.

2.2 IRRIGATION STAFFING, EQUIPMENT

- A. Irrigation Crew Leader or “ICR” – Contractor shall provide one (1) or more full time, Irrigation Crew Leader(s) available to communicate with the City at all times during normal business hours. ICR is responsible for managing all irrigation tasks in the contract. ICR may be the same person as the Project Manager. ICR shall be thoroughly trained in the operation of the City’s Irrigation Systems within 30 days of Contract Award. The City can assist Contractor with arrangements for training if requested. ICR must be competent in all phases of irrigation installation and repair. ICR must be capable of communicating effectively with the City through the use of the English language both orally and in writing.
- B. Irrigation Technicians or “IT” – Contractor shall furnish IT workers who are competent and skilled in performing irrigation assigned work under the Streetscapes, Facilities Landscape, and Open Space Contract. IT shall be under the direction of the ICR.
- C. Irrigation Equipment – Contractor is responsible for providing irrigation staff with all of the equipment and tools necessary for the efficient performance of the Streetscapes, Facilities Landscape, and Open Space Contract. This equipment shall include, but is not limited to shovels, pumps, small wet/dry vacuums, quality multi-testers, all hand tools and supplies necessary to perform irrigation testing, troubleshooting and repairs.

2.3 IRRIGATION SYSTEM – INSPECTIONS, PARTS

- A. Monthly Irrigation Inspections – Contractor shall check the irrigation system monthly at each City streetscape, facility landscape and open space for proper operation. All sprinklers, drip emitters, valves and irrigation controllers shall be manually checked for proper operation. Time clock adjustment shall be the responsibility of City staff. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize overspray and water waste. Adjustments and routine irrigation head replacements shall be the responsibility of the Contractor. Irrigation heads shall be supplied by the City.
- B. Parts – Irrigation parts for repairs and other approved irrigation projects will be provided by the City. Contractor will use the City’s Irrigation Inventory Control System to identify irrigation parts used. Contractor will be responsible for any unaccounted irrigation parts.

2.4 FERTILIZATION

Fertilization Schedule and Application Verification – Contractor shall provide the City with a written fertilization schedule annually and shall notify the City in writing one week in advance of each site being fertilized. Credit for fertilization of any site is contingent on the timely submittal of these schedules.

Contractor shall provide all materials, equipment and labor. In order to verify proper application rates, empty fertilizer containers shall be provided to the City for the purpose of count and disposal. Within one month of the required application, deficiencies in the amount of fertilizer applied shall be credited back to the City. Deductions will be based on the least cost per bag, based on three (3) quotes of like fertilizer per fifty (50) pound bags from vendors in the area plus \$5.00 per bag for saved labor. Fertilizer poundage calculations will be based on the 1.5 pounds of nitrogen per 1000 sq. ft. of area not fertilized.

2.5 PESTICIDES/HERBICIDES

- A. Overview – A pesticide/herbicide program for the control and/or the elimination of weeds shall be applied as needed, following a City-approved schedule. Any pesticides/herbicides used must be on the Department of Agriculture's approved list. Contractor shall provide appropriate permits and licenses before any pesticides are applied. Contractor is responsible for acquiring and providing to the City annually prior to April 1, a recommendation and MSDS sheets from a State of California licensed Pest Control Advisor, for all pesticides/herbicides and chemical products used in or on City property.

Upon prior approval of the City, pesticides/herbicides may be used to maintain beds in a weed-free condition. Evidence of vertebrates, fungus or insects shall be reported to the City.

- B. Containers – Pesticides/herbicides must be brought to the work site in the original manufacturer's container and properly labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid any hazard to any persons or pets in the immediate area or adjacent area, or any property damage. All chemical applications will be applied or supervised by a State of California licensed Qualified Applicator. Contractor shall dispose of empty pesticide containers off-site.
- C. Products and Application – Weeds may be controlled by the use of approved products. Material, timing, rate of application, and application shall be applied or supervised by a State of California licensed Qualified Applicator. If products, timing, rate of materials applied or other measures exercised by the Contractor are not effective in eliminating weeds or other target pests, it will be the responsibility of the Contractor to take appropriate measures that will insure tasks/projects achieve expected results.
- D. Notification of Application – Contractor shall notify the City one week prior to date of application of any pesticide so irrigation schedules can be adjusted.
- E. Reports – Monthly pesticide/herbicide reports shall be submitted by Contractor to the City indicating each site that has been treated the previous month and listing all pesticides/herbicides, insecticides, and disease control chemicals used. Contractor to provide the City Chemical Application Record and State of California Monthly Summary Pesticide Use Report No. PR-ENF-060.

2.6 LITTER, GREEN WASTE

- A. Trash Receptacles – In areas where trash receptacles are located, Contractor shall be responsible for emptying receptacles once per week.
- B. Trash Bags – Receptacle trash bags to be supplied at Contractor's expense and shall be a minimum of 2 mil or heavier. The City can provide vendor contact.

- C. Litter, Debris – All areas shall be kept free of all litter and debris including, but not limited to, broken glass, trash and other such debris. The Contractor shall dispose of all debris. Arrangements may be made to utilize designated City dumpsters at no charge.
- D. Litter Removal at Bodies of Water – Dead Man’s Gulch maintenance and Dry Creek maintenance shall include removal of trash within 6’ of creeks concurrent with scheduled mow days. Maps will be provided to the contractor by the City prior to the commencement of the contract.
- E. Green Waste – Contractor shall be responsible, at their expense, for all green waste disposal. The City will allow the Contractor to locate a green waste dumpster at the Corporation Yard Annex, 550 Elm Avenue, at no charge. Contractor shall use the City’s current vendor for solid waste services. It will be the Contractor’s responsibility to incur dump fees and scheduling of the dumpster.

2.7 SIDEWALKS, GUTTERS

- A. Sidewalks and paved areas shall be cleaned of dirt or soil that might be washed from adjacent slopes or planted areas as required and shall be kept free of all tree generated debris such as leaves, cones, seed pods and limbs (no more than once weekly).
- B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters.
- C. All street gutters shall be kept free of leaves (no more than once weekly).
- D. Contractor shall report any hazardous sidewalk condition (i.e., raised lip, cracking) to the Parks & Recreation Department Park Supervisor (209) 366-7205.
- E. Stormwater Protection is of the utmost importance and therefore blowing of debris from sidewalks, hardscapes or landscape areas into the street gutters or into streets is strictly prohibited. Documented instances will result in a \$150.00 fine per location per occurrence.

2.8 ADDITIONAL DETAILS FOR MAINTENANCE TASKS IN SECTION 2

2.8.1 TURF AND ACTIVITY AREAS

- A. Mow Height, Frequency, Equipment, and Repairs – Turf shall be mowed to maintain a uniform height of 1-1/2 to 2-1/2 inches per direction of the City. This requires mowing once weekly mid-March to mid-November. During winter months (typically mid-November through mid-March), the frequency of mowing (but not other items of work) will be determined by growing conditions, subject to review by the City. Contractor shall provide the City with a written mowing schedule, for review and approval, which cannot be changed without City approval. Contractor shall utilize mowers of the appropriate size for each area, subject to approval by the City, so as to provide a high quality cut and not damage or rut turf areas. Contractor shall immediately notify the City of any such damage and make repairs at Contractor’s expense.
- B. Edging – Lawn shall be trimmed in concurrence with the scheduled mow day to maintain a neat appearance. This shall include edging along all wood headers and borders. Clippings shall either be vacuumed or blown off walks as called for in Section 2.7E.
- C. Clippings – Mulching of cuttings shall be allowed when conditions are appropriate. It is the intention of the City to promote mulching of lawn clippings. All excessive grass clippings shall be picked up and removed, or double cutting of the area, whichever the Contractor chooses that will achieve desired results. Determination of ‘excessive’ clippings will be at the City’s discretion. If there is a situation or question of whether or not to collect the grass clippings it will be discussed with the Contractor and the City. Grass clippings shall be cleaned out of gutters and shall not at any time be blown on to streets or into street drain inlets. Documented instances will result in a \$150.00 fine per location per occurrence, plus any SWPPP penalties levied by the State of California.

Clippings shall be disposed of in the Contractor-provided green waste container or disposed of off-site at the Contractor's expense.

- D. Trimming – “Weed-Eaters” are not to be used around the base of trees. Tree wells are to be kept turf and weed free 18 inches from trunk of tree. Chemical killing of the turf around tree trunks is recommended, taking care not to spray the trunks of trees with herbicides. Dead turf around tree trunk will be allowed to be left, but at a height not to exceed 2 ½ inches. The Contractor is responsible for replacement of trees damaged by weed eaters plus the addition of soils displaced by weed eating practices. Tree replacement is to be with trees of like species and comparable size as those damaged.

Trimming around valve boxes or drain inlets must be done using a vertical cut and not a flat cut.

- E. Aeration – All turf areas shall be aerated one time per year, within three (3) days prior to spring application of fertilizer. Notification to the City will occur one week prior to procedure. A coring tine aerator producing a minimum core size of 5/8” X 3” shall be used. All sprinkler heads and boxes (valve, electrical, etc.) must be flagged prior to aerating. The City reserves the right to approve all equipment used for aeration. Contractor shall provide all materials, equipment and labor. Any damage incurred as result of the aerating shall be repaired at the Contractor's expense.
- F. Turf Fertilization – Will occur three (3) times per year with 30% water soluble, 70% granular slow release product that will deliver 1.5 pounds of actual total nitrogen per 1000 square feet of turf per treatment for a total of 4.5 pounds of actual total nitrogen per 1000 square feet, per year. The product must also include a minimum of 5% available phosphate and soluble potash. Applications will take place within the months of May, July, and October.
- G. Weed Control – Turf shall be kept 85 to 90 percent free of weeds (broadleaf & clover). Contractor is not responsible for treatment of Dallas, Bermuda or crab grasses, or nut sedge. The City, at its cost, may coordinate with Contractor for the treatment of noxious weeds. Weeding may be done manually or by use of selective weed killers. Extreme caution shall be exercised if non-selective weed killers are used so as to not damage other plant material. If spraying is done, it shall only be done at times when there is no wind. No spray shall be used if detrimental to fish, animal life or desired plant material.

2.8.2 PLANTERS

2.8.2.1 SHRUBS AND TREES (not limited to planter areas, applies to all trees & shrubs)

- A. Pruning Guidelines – All pruning shall be done by qualified professional personnel using recognized and approved ISA (International Society of Arborists) methods and techniques. Excessive pruning or stubbing back is not permitted.
- B. Shrub Pruning – Twice per year in spring and fall. Contractor to confirm dates in writing with City staff. Shrubs shall be pruned per contractual obligation to maintain established height (no higher than 6 ft.) and shape, or to prevent encroachment over sidewalks at all times. Pyracantha shall be maintained no higher than fence height. Approved growth regulators may be used on shrubs at the option of the Contractor.

Carpet roses (Carillion Medians, Chabolla Hills) shall be pruned 3 times annually.

- C. Tree Pruning – Scheduled once annually at direction of the Parks Supervisor. Raise the lower branches of trees above 96” (8 feet) height wherever these overhang walks or streets to prevent hazards to persons or property.

No City direction or prior approval is required for the following pruning tasks:

1. To cut back shrubs where these encroach on the walks and paved areas.

2. To cut back branches rubbing on walks, fences, and buildings; or interfering with pedestrian or vehicle traffic.
3. To remove suckers, waterspouts, and other undesirable growth on trees.
4. To remove dead or damaged branches.
5. To remove any hazards.

Young Tree Pruning: Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted unless approved by a Parks Supervisor.

- D. Stakes and Ties – Contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the City. Contractor shall inspect stakes and ties to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. The City shall provide additional stakes and ties. Contractor shall be responsible for installation and maintenance. Stakes damaged or broken by mowers or other Contractor equipment shall be replaced immediately by Contractor at their expense.

Contractor is expected to identify and replace broken stakes concurrent with mow schedule. The City may notify Contractor of broken stakes after inspections. Contractor will have one business day to replace stakes or the City will replace stakes based on time and material costs from Contractor's Unskilled Labor Extra Work schedule. Removed stakes shall be returned to the City for re-use.

- E. Planter Bed Fertilization – Granular feeding occurs two (2) times per year with a water soluble fertilizer that will deliver one-half (1/2) pound of actual total nitrogen per 1000 square feet of area, for a total of one (1) pound of actual total nitrogen per 1000 square feet per year. Product must have at least 15% available potash and 15% soluble phosphate. Applications will take place within the months of April and October.
- F. Rose Pesticide Application – Receive one (1) pesticide application annually in spring pursuant to coordination with Parks Supervisor.
- G. Weed Control – All areas to be kept weed free at all times and serviced concurrent with mow schedule.

2.8.2.2 GROUND COVER, PLANTER BEDS and BIO-SWALE PLANTERS

- A. Ground cover shall be cut back one (1) time per month to prevent growth onto sidewalks and curbs. All cuttings shall be removed.
- B. Dead and damaged plant material, regardless of cause, shall be removed by Contractor after approval by the Parks Supervisor. Plant material replacement must be approved by Parks Supervisor.
- C. Hard Fescue that is located in parks, trails, and bio-swales will need to have seed head cut back two (2) times per year in the spring and fall pursuant to coordination with Parks Supervisor.
- D. Weed control – Ground cover, planter beds, and bio-swale planters shall be kept free of weeds and tree generated debris with service concurrent with mow schedule. Landscape beds to be cleared of leaf accumulation on a weekly basis during autumn leaf drop. In the event of weeds 3 inches or larger, these shall be pulled 48 hours after spraying.

2.8.3 BARK / NON PLANT AREAS

Bark / Dry Creek Bed – These areas are mainly under oak trees without shrubbery and are barked only. Areas are to be kept trash and weed free.

2.8.4 DECOMPOSED GRANITE

Decomposed Granite areas are located at walkways, under picnic tables, under exercise equipment, at horseshoe pits, etc. Areas shall be kept free of weeds, grass, grass clippings and tree generated debris at all times concurrent with the mow schedule.

<<END OF SECTION 2>>

<<END OF SPECIFICATIONS>>

**CITY OF GALT
DEPARTMENT OF PARKS & RECREATION**

LANDSCAPING OF CITY PARKS AND PROPERTIES

**SPECIAL PROVISIONS
AND MAINTENANCE SPECIFICATIONS**

SP-01 BIDS

Bids to receive consideration shall be made in accordance with the following instructions:

(a) Bids shall be made on a form provided by the City. All items on the form should be filled out and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Include sales, use, or Federal excise tax in your bid.

(b) Bids should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.

SP-02 DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies in, or should be in doubt as to their meaning, he should at once notify the City, who will send a written instruction to all bidders. The City will not be responsible for any oral instruction.

SP-03 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

Before submitting a bid, bidders must examine and read the form of Agreement and all other Contract Documents. They shall visit the Sites of the proposed work. They should fully inform themselves of all conditions on, in, at, and about the Sites. In submitting a bid in response to this solicitation, the bidder is certifying that it takes no exceptions to the Contract Documents including, but not limited to, the Agreement.

SP-04 BID QUALIFICATIONS

Any bid which contains special qualifications or stipulations may not be accepted. If questions arise during the bidding period of which need clarification, an addendum will be issued to all specification holders before the bid opening. All addenda issued during the bid period are to be covered in the proposal and will become part of the Agreement.

SP-05 PROSECUTION OF THE WORK

The Contractor shall be prepared to enter into a contract when awarded and begin work no later than July 1, 2017. It is important that the work start in a timely manner.

SP-06 SITE INSPECTION

Bidders are required to become familiar with the scope of work required before submitting bids. Failure to visit the sites will not constitute a basis for claims for extra or additional work caused by bidder's lack of knowledge of condition of the sites, or the scope of the work. All measurements listed in the Bid Package are approximate. ATTENDANCE AT THE PRE-BID MEETING, AT THE TIME AND LOCATION STATED IN THE NOTICE TO CONTRACTORS IS REQUIRED.

SP-07 CHANGE IN CONTRACT

The City reserves the right to add, delete, or change areas or scope of service (including a change in the service options set for in **Exhibit A**) under this contract and may do so upon giving written notice to the Contractor. Contractor recognizes that similarly landscaped facilities will be added to the work proposed by Contract throughout the life of this contract and will be serviced at the same contract price per square foot as Contractor is currently being paid. Contract amendments shall be on forms provided by the City.

SP-08 LICENSES/CERTIFICATIONS

The Contractor must possess and secure a valid C-27 State License for landscaping maintenance, and all other appropriate licenses or certifications for the purpose of carrying out the terms of this agreement. No subcontractor may perform work under this Agreement pursuant to Public Contract Code section 6109 if the subcontractor is ineligible to perform work on public works contracts.

SP-09 AWARDING BID

In soliciting bids, it is the intent of the City of Galt Parks and Recreation Department to provide the best possible service to the public. The award will be made to the bidder who best meets the following criteria, in the sole discretion of the City:

- Reasonable Cost
- Recent Successful Experience Similar in Nature and Scope
- Quality of Operations

SP-10 DEFAULT BY BIDDER

In case of default by the bidder, the City may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City. Prices paid by the City shall be considered the prevailing market prices at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such an extension in the opinion of the City.

SP-11 BID AS PUBLIC RECORD

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, bids submitted in response to this solicitation shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 *et seq.*) until after either City and the successful bidder have completed negotiations and entered into an Agreement or City has rejected all bids. All correspondence with the City including responses to this solicitation will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the bidder or other party as a result of any public disclosure of any bid or the Agreement.

SP-12 PRICE VALIDITY

Prices provided by bidders in response to this solicitation are valid for 90 days from the bid submission deadline. The City intends to award the contract within this time but may request an extension from the bidders to hold pricing, until negotiations are complete and the contract is awarded.

<<END OF SECTION>>

CITY OF GALT

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT (hereinafter referred to as "**Agreement**") is made by and between the CITY OF GALT, a California municipal corporation, (herein "**City**") and _____ a California corporation, (herein "**Contractor**"), on _____, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF SERVICES.

Contractor agrees to perform those services described in the Contract Specifications for Landscape Maintenance, attached hereto and incorporated herein by this reference as **Exhibit A**, subject to the direction of the City Contract Administrator, as provided from time to time.

2. CONTRACT ADMINISTRATOR.

Armando Solis, at telephone number (209) 366-7180 will provide routine, day-to-day administration of this Agreement on behalf of City (herein "**Contract Administrator**"). _____ at telephone number () _____ is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notices to the other party.

3. EXHIBITS.

Attached to this Agreement are the following Exhibits. **Said Exhibits shall be initialed by Contractor.** Said Exhibits are incorporated herein by reference:

Exhibit A Contract Specifications for Landscape Maintenance to be performed by Contractor ("**Services**")

Exhibit B Contractor's Quote for Services.

Exhibit C Insurance Requirements.

4. TIME OF PERFORMANCE.

Contractor shall commence performance after the approval and execution of this Agreement of the Services in accordance with the rates and budget set forth for Option _____ in **Exhibit B** of this Agreement, and when directed to commence work by the Contract Administrator, and shall thereafter diligently perform the Services through to completion unless otherwise directed by City or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

A. The Contractor will be paid for performance of the Services on a time and material basis in accordance with the rates and budget set forth for Option _____ in **Exhibit B**, subject to the City's discretion to change the selection Option pursuant to Sections 5G and 5H below.

B. Payment of undisputed amounts is due within forty-five (45) days of receipt of invoices. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with **Exhibit A** and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contractor Administrator may request.

C. Subject to Sections 5G and 5H below, the City shall not under any circumstances pay Contractor more than the sum of _____ **DOLLARS (\$ _____ .00)** for the provision of Services under this Agreement without the prior authorization of the City Council and an execution of a

written amendment to this Agreement. Contractor agrees to provide all Services for the amount specified in this Section without compensation in excess of such amount. Contractor shall not provide additional Services until Contractor has received authorization from the City Council and executed written amendment to this Agreement. Should the Contractor elect to proceed prior to receiving such authorization, the Contractor does so at Contractor's own risk.

D. Payment to Contractor shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.

E. Payment due for results, not effort - Contractors should realize the City's expectation for Contract Specifications is results based and not effort based. As one example, the Contract Specification for Decomposed Granite is that it be weed free. The Contractor will determine the best method to achieve this result. If the Contractor were to apply a chemical for weed control which did not accomplish the specification requirement, the City would require the Contractor to employ other avenues to achieve desired specification result. The Contractor will not be allowed to claim that "an effort was made" and payment is due. The City will only make payment for achieved results.

F. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

G. The amount specified in Section 5C above shall be adjusted each year on July 1st, starting in 2020 by the consumer price index (Pacific Cities West B/C) for Option _____ in **Exhibit B**. In addition, the City reserves the right in its sole discretion to select a different option from those set forth in **Exhibit B** commencing on July 1, 2020, subject to the annual consumer price index adjustment provided for in this Section.

H. The City Manager, or his/her designee, may request Contractor to perform services, in addition to those specified in **Exhibit A**, subject to the availability of appropriated funds and in accordance with the City Procurement Policy. Such requests shall be in writing, which shall contain as a minimum, the scope of services being requested, compensation to be paid for the requested services, and a schedule of completion. The City Manager, or his/her designee, will review and discuss the written request with Contractor, and upon reaching mutual agreement, a final written request shall be prepared. A written request is approved and effective when it has been executed by the City Manager, or his/her designee, and the Contractor. City agrees to pay for the services identified in an approved and executed written request in accordance with the amount and basis of compensation included with each written request and the compensation provisions of this Agreement. The Contractor will be paid for performance of the services on a time and material basis in accordance with the rates set forth in **Exhibit B**, if compensation is not specified in the written request.

6. INDEPENDENT CONTRACTOR.

Contractor shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to make Contractor an agent or employee of the City while providing the Services. Contractor shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Contractor are employees and agents of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees or agents, or any other person resulting from performance of this Agreement.

7. TERM AND TERMINATION.

A. The term of this Agreement shall commence on **July 1, 2019 and expire on June 30, 2021** ("Initial Term"). The City shall have the option to extend this Agreement for up to three additional one year periods. The City Manager is authorized to execute, or not execute, such one year extensions in his sole and absolute discretion. Any extension of this Agreement beyond June 30, 2024 shall require approval of the City Council.

B. The City may suspend this Agreement and Contractor's performance of the Services, wholly or in part, for such period as it deems necessary in City's sole discretion. Contractor will be paid for satisfactory services

performed through the date of suspension. A suspension in excess of ninety (90) days shall be deemed a termination of the Agreement unless the parties mutually agree to a longer period of time.

C. If Contractor at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in **Exhibit A**, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Contractor shall be in default.

D. If Contractor fails to cure the default within seven (7) days after written notice from City, City may, at its sole option; (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Agreement; or (2) terminate this Agreement.

E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon five (30) days written notice to Contractor. In the event of termination without cause, Contractor shall be entitled to payment for Services then satisfactorily completed and accepted by City. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination and payment.

F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section and Contractor shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

8. TIME.

Time is of the essence in the performance of this Agreement. All Services performed by Contractor under this Agreement shall be completed in accordance with the time schedules set forth in **Exhibit A** or otherwise determined by the Contract Administrator. Contractor may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions must be authorized in advance and in writing by the Contract Administrator.

9. PERFORMANCE STANDARDS.

A. Contractor shall comply, and shall cause its agents and contractors to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor is aware of the requirements of California Labor Code Section 1720, et. seq., and 1770, et. seq. as well as California Code of Regulations, Title 8, Section 16000, et. seq., ("Prevailing Wage Law"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Upon request, City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

Since the Services are being performed as part of an applicable “public works or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registrations and labor compliance requirements.

C. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Contractor’s profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

10. ASSIGNMENT AND SUBCONTRACTING.

Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Except as set forth in **Exhibit A**, no services covered by this Agreement shall be subcontracted without the prior written consent of the Contract Administrator. Contractor shall be fully responsible to the City for the negligent acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in the same manner and to the same extent as it is for the negligent acts and omissions of persons directly employed by Contractor.

11. CONFLICT OF INTEREST.

A. Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Contractor shall make all disclosures required by the City’s conflict of interest code in accordance with the category designated by the City, unless the Contract Administrator determines in writing that Contractor’s duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, City determines and notifies Contractor in writing that Contractor’s duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

12. RECORDS AND AUDITS.

A. Contractor shall establish and maintain records pertaining to this Agreement. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, whether in electronic or other form, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, whether in electronic or other form, and data during the three (3) year period following the termination of this Agreement; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

13. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend (with legal counsel reasonably acceptable to the City) indemnify and hold harmless the City and its officers, agents, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its sub-contractors), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of such Indemnitee.

B. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the completion or termination of this Agreement as long as the event giving rise to the Liabilities occurred prior to the effective date of any such termination or completion.

C. Contractor's compliance with the insurance requirements does not relieve Contractor from the obligations described in this Section 13, which shall apply whether or not such insurance policies are applicable to a claim for damages.

14. INSURANCE.

Contractor shall provide insurance in accordance with the requirements of **Exhibit C**, which is attached hereto and incorporated herein by reference.

15. PERFORMANCE AND PAYMENT BONDS.

The Contractor shall, before beginning said Work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the amount set forth in Section 5 of this Agreement and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the amount set forth in Section 5 of this Agreement.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Bonds shall only be accepted from an "Admitted surety insurer", which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state.

Contractor must submit the following documents with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

16. PERSONNEL.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Contractor shall make every reasonable effort to maintain stability and continuity of Contractor's key personnel assigned to perform the Services.

17. NOTICES.

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Galt
610 Chabolla Ave
Galt, CA 95632
Phone: 209-366-7180
ATTN: Parks and Recreation Director

Contractor: _____

Phone: _____
ATTN: _____

18. CITY NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable for payment hereunder to any party other than the Contractor.

19. NON-DISCRIMINATION.

Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

20. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

21. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. NO WAIVER OF DEFAULT.

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

25. ENTIRE AGREEMENT AND AMENDMENT.

A. This document represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements, either written or oral.

B. This document may be amended only by written instrument signed by both City and Contractor.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. APPLICABLE LAW; VENUE.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Sacramento, if in state court, or in the federal court nearest to the City, if in federal court.

28. LITIGATION COSTS.

Each party shall be responsible for its own costs and attorney's fees incurred in connection with this Agreement. If any legal action or other proceeding, including arbitration or action for declaratory relief, is brought to enforce this Agreement because of an alleged breach or default in connection with this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and other costs of such legal action or other proceeding, in addition to any other relief to which such party may be entitled.

29. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

<<SIGNATURE PAGE FOLLOWS>>

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CONTRACTOR:

(Must be signed by two officers of the corporation, one of which is the Financial Officer)

Date: _____

Tax ID No.: _____

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

CITY OF GALT, a municipal corporation:

Date: _____

Thomas J. Haglund, Interim City Manager

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Donna Settles, City Clerk

Kimberly Hood, Interim City Attorney

ORIGINAL APPROVED AS TO CONTENT:

Armando Solis, Parks and Recreation Director

EXHIBIT A
Contract Specifications for Landscape Maintenance
to be performed by Contractor

[Attach]

EXHIBIT B
Contractor's Quote for Service

[Attach]

EXHIBIT C

INSURANCE REQUIREMENTS TO LANDSCAPE MAINTENANCE AGREEMENT

Contractor shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor in excess of the limits and coverage required in this Agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than **TWO MILLION DOLLARS (\$2,000,000)** each occurrence and **FOUR MILLION DOLLARS (\$4,000,000)** in the aggregate.

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence. If Contractor or its employees will use personal autos in any way related to the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of **ONE MILLION DOLLARS (\$1,000,000)** per occurrence.

4. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

5. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

- a. Contractor agrees to have its insurer endorse the third party general liability and auto coverage required herein to include as additional insureds City, its officials, employees and agents.
- b. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds.
- c. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.
- d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- f. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor 's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.
- h. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
- j. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City prior to execution of this Agreement. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- k. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- l. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
- m. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.
- n. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

<<END OF DOCUMENT>>