BID DOCUMENT

FOR

RAILROAD CANYON ROAD
LANDSCAPE & IRRIGATION MAINTENANCE
BID NO. 2020-01

PREPARED BY:
CITY ENGINEER
City of Canyon Lake

BID OPENING – Thursday, March 19, 2020 at 2:00 PM

Mandatory Pre-Bid Meeting – Tuesday, March 10, 2020 at 10:00 AM
Expected Award of Contract – April 1, 2020
Expected Start of Contract Date – April 6, 2020
PROJECT INFORMATION SHEET

Project: Railroad Canyon Road Landscape & Irrigation Maintenance

Mandatory Pre-Bid Meeting: Tuesday, March 10, 2020 @ 10:00 a.m.

Bid Opening Date: Thursday, March 19, 2020 @ 2:00 p.m.

Award Contract Date: April 1, 2020

Contract Start Date: April 6, 2020

Contract Duration: One (1) Calendar Year

Liquidated Damages: $250.00 per calendar day

Project Description: Contractor shall provide the necessary manpower and equipment to maintain the areas along Railroad Canyon Road Parkways and Medians within the City Right-of-Way, at the level of maintenance and service defined by City. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

Contact Person for Purchasing Bid Package: Ana Sauseda
City Clerk
(951) 244-8547

Contact Person for Technical Inquiries: Engineer’s Office
Brad A. Brophy
(951) 943-6504

Note: See specifications for details regarding the above information.
PUBLIC NOTICE IS HEREBY GIVEN that the City of Canyon Lake, herein referred to as “City”, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk up to the hour of 2:00 p.m. on March 19, 2020, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the General and Specific Specifications (collectively the “Specifications”) and Contract Documents for the above stated project.

Printed copies of said Contract Documents and Specifications are available from the City for a non-refundable fee of $20.00 per set. Contract Documents and Specifications may also be obtained, free of charge, in electronic format by emailing or calling Ana Sauseda, City Clerk, at asauseda@cityofcanyonlake.com or 951-244-8547.

Proposed Schedule:

**Mandatory Pre-Bid Meeting:** March 10, 2020 @ 10:00 a.m.
**Bid Deadline:** March 19, 2020 @ 2:00 p.m.
**Anticipated Contract Award:** April 1, 2020
**Anticipated Contract Start Date:** April 6, 2020

As provided for in Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract. In accordance with California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of Industrial Relations has determines the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates can be obtained by accessing the Department of Industrial Relations website at: www.dir.ca.gov/DLSR/statistics_research.html, or by contacting their office at 464 West Fourth Street, Suite 239, San Bernardino, CA 92401-111, telephone (909) 383-4341. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code except that this project **shall** be subject to prevailing wage law (Labor Code Section 1770, et. seq.).

**All questions must be put in writing and received by the City no later than 3:00 p.m. on March 12, 2020.** Requests for clarifications, questions and comments must be emailed and clearly labeled in the subject line, “Written Questions for City of Canyon Lake Landscape Maintenance” and addressed to Mike Borja at mborja@cityofcanyonlake.com. The City of Canyon Lake is not responsible for failure to respond to a request that has not been so labeled. All responses shall go to all those who obtain/obtained bid packets.
Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope, plainly marked on the outside:

“SEALED BID PROPOSAL NO.2020-01: RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE.”

The City reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days. At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a C-27 license, a California Pest Control Applicators License, a Riverside County Pesticide Business License, ISA Arborist certification, Irrigation Association Certified Landscape, and Irrigation Auditors Certificate.

Ana Sauseda
City Clerk
City of Canyon Lake
CONTRACT DOCUMENTS/BID TERMS AND CONDITIONS/INSTRUCTIONS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all of the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The City will make a final determination of any proposed deviation.

BID RETENTION AND AWARD

The City reserved the right to retain all bids for a period of thirty (30) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITE

Bidders must examine the site and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the bidder’s ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed as to such matters.

A mandatory pre-bid meeting (site walk-through) will be scheduled for Tuesday, March 10, 2020 at 10:00 a.m. Meeting will start at City Hall and site walk-through will begin after.

BID WITHDRAWAL/ACCEPTANCE

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Clerk for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the “Notice Inviting Bids” will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
**CONTRACT INITIATION MEETING**

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

**NON-COLLUSION AFFIDAVIT**

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud. The Affidavit of Non-Collusion shall be executed and submitted with the bid.

**CONTRACT DOCUMENTS**

The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans, Specifications, or Attachments in making their bids.

**COMMUNICATION REGARDING BID**

All timely requests for information must be submitted in writing and will receive a written response from the City.

**INTERPRETATION OF DOCUMENTS**

Discrepancies, omissions, ambiguities, and requirement likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City, in writing, and to the attention of the City Clerk to referral to the appropriate staff. When appropriate, Addenda will be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

**ADDENDA**

City reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the City its name, address, phone number, and e-mail address for the purpose of receiving Addenda. City will cause copies of Addenda to be mailed, delivered, or e-mailed to such names at such addresses. To be considered, a Contractor’s proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.
QUANTITY

This contract is a unit price bid for all work shown on contract documents and specifications. Quantities shown are estimates and final payment will be based upon the methods outlined in the General Specifications or as modified by the Special Provisions contained herein.

BIDS

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit-basis items, is the same amount as the entry in the “total column”, then the amount set forth in the “total” column for the item shall prevail in accordance with the following:

a. As to the lump sum items, the amount set forth in the “total” column shall be the item price.

b. As to unit-basis items, the amount set forth in the “total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The evaluation of bids and award of contract shall be based solely on the final decision of the City.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the City’s rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, the surname or surnames of the person or persons signing the bid.

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.

The bid must be signed in long hand by the person authorized to submit the bid.
COMPARISON OF BID PROPOSALS

After the bid proposals for the contemplated work have been opened and read as provided herein, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

AWARD OF CONTRACT

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made, the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

Acceptance by the City, at a meeting regularly called and held, of a Contractor's Proposal authorizes the City to enter into a contract, subject to the execution by both Contractor and City, consisting of a written agreement evidencing said contract, and subject to the Contractor providing all requirements set forth in said contract including, but not limited to, insurance and bonding requirements. The Contractor is advised that the City has up to 60 days from Award of Contract within which to issue the Notice to Proceed.

BID PROTEST PROCEDURES

Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number for the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a Bid Protest. The bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including
filing of a challenge of the award pursuant to the California Public Contracts Code, filing a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest but may do so at the option of the Contract Manager, or if otherwise legally required. At the time of the City Council consideration of the award of the bid, the City Council may also consider the merits of any timely protests and the Contract Manager’s recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council’s right to reject all bids, to rebid the project, to perform the work by force account, or waive technical irregularities.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his proposal guaranty.

BONDS

Contractor shall execute and submit a Bidder’s Bond in the amount of ten percent (10%) of the contract amount. In addition to the Bidder’s Bond, the City requires that the successful bidder provide a Performance Bond in the amount of one hundred percent (100%) of the contract amount for each year (i.e. annual amount) and a Labor and Materials Bond in the amount of one hundred percent (100%) of the annual contract amount. All Bonds must be on the City’s forms contained in the Contract Documents and as provided by State Law and be for a surety acceptable to the City.

RETURN OF GUARANTEE

Bid bonds or checks of unsuccessful bidders will be returned by mail when the executed agreement and bonds are received by the City. Bid Bonds of the successful bidder will not be returned but is exonerated by its execution and delivery of the Agreement and bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a Bid Bond would be exonerated.

SUBLETTING AND SUBCONTRACTING

Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (Commencing with Section 4100 of the Government Code) to list in their proposal the name and location of place of business for each sub-contractor who will perform work or labor, or render services in or about, the construction of the work or improvement, or a sub-contractor who will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of one half of one percent (.5%) of the prime Contractor's total bid. Failure to list a sub-contractor for any portion of the work under the guidelines above implies that Contractor’s own forces will do that portion of the work. It is
the City’s intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.

**GOVERNMENT CODE SECTION 4551**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Sub-Contractor, offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, arising from the purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties.

**DISQUALIFICATION OF BIDDERS**

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the City, be rejected.

The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding twelve (12) months or was unfaithful in any former contract with the City, non-responsible.

**COMPETENCY OF BIDDERS**

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statement relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City in determining such competence and capability.

**LICENSES AND CERTIFICATES**

The bidder must have, at the time the bid is submitted, current licenses and certifications as listed below. This includes a joint venture formed to submit a bid.

- City of Canyon Lake Business License
- C-27 Landscape Contractor License
- California State Pest Control Applicators License
- Riverside County Pesticide Business License
- ISA Arborist Certification
- Irrigation Association Certified Landscape
• Irrigation Auditors Certificate

**BID PROPOSAL SUBMISSION**

The City shall accept a sealed bid proposal submitted on the providing Contractor’s Proposal Submission Form, which shall be combined with the bid terms, conditions, and specifications for a complete agreement.

The proposal cost quotation shall include all costs for the Contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Special Provisions. Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The proposal shall be submitted in a sealed opaque envelope that clearly identifies the bidder and the project, and shall also include the following information:

- Company name and business address
- Contractor’s license type and number
- Business phone number
- Contact person

Sealed bid proposals will be received at the office of:

- City Clerk
- City of Canyon Lake
- 31516 Railroad Canyon Road
- Canyon Lake, CA
- 92587

**Until: Thursday, March 19, 2020 @ 2:00 p.m.**

The completed package shall include a signed Contractor’s proposal as outlined in the specifications and an executed Affidavit of Non-Collusion.
AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

State of California  )
County of Riverside  ) ss

______________________________, being first duly sworn, deposes and says that
he/she is of____________________, the party making the foregoing bid; that the bid is
not made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and neither collusive nor 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 of the bidder or any other bidder, or to fix any overhead, profit, or
cost element of 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.

By: __________________________________________
    Signature (CONTRACTOR)                      Title (CONTRACTOR)
Jurat Certificate

State of California  )
County of Riverside   ) ss

Subscribed and sworn to (or affirmed) before me on this__________day of____________, 2020,
by______________________________, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature of Notary______________________________

(Seal of Notary)
CONTRACTOR’S PROPOSAL SUBMISSION FORM

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

TO: City Clerk
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

The undersigned declares that he/she has carefully examined the Bid Terms and Conditions, the General Terms and Conditions, and the Specific Terms and Conditions accompanying the Invitation to Bid; that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the bidding firm and propose services to the City of Canyon Lake.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the specifications.

For each item, the averaged one-month maintenance cost shall be indicated, and the total of these costs shall be extended for the term of the contract.

CONTRACTOR’S PROPOSAL CONTINUED ON NEXT PAGE
### Specific Terms and Conditions

**BID LOCATIONS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PRICE (MONTHLY)</th>
<th>PRICE (ANNUALLY)</th>
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<td>1.</td>
<td>Railroad Canyon Road Parkways and Median</td>
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TOTAL AMOUNT BASE BID IN FIGURES $ ________________________________

TOTAL AMOUNT BASE BID IN WORDS ________________________________

CONTRACTOR’S PROPOSAL CONTINUED ON NEXT PAGE
CONTRACTOR’S PROPOSAL (CONTINUED)

The costs of any work shown or required in the Specifications, but not specifically identified as a Pay Item are included in the Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Specifications.

COMPANY

ADDRESS

( ) ( )
TELEPHONE FAX

BID PREPARED BY TITLE

SIGNATURE DATE

TECHNICAL ABILITY AND EXPERIENCE

The bidder must verify acceptable experience of diversified landscape maintenance (including drought tolerant and California native plant material), which will enable City to judge the responsibility, experience, skill, and business/financial standing of the bidder.

Due to the location, difficult environmental conditions, water quality, low water use plant material, and naturalistic pruning methods associated with this maintenance area, the City Council of the City of Canyon Lake reserves the right to reject bids from firms that do not reflect adequate experience and qualifications to conduct the necessary work.

Additional numbered pages outlining information required by this portion of the proposal shall be attached as necessary.

The bidder is required to state all work of a similar character that is included in the proposed contract that he has performed in the last three years. In the space below, provide references with a contact person, address, and phone number for verification of said work.

CONTRACTOR’S PROPOSAL CONTINUED ON NEXT PAGE
Due to the location, size/extent and maintenance requirements of the maintenance area, bidder is required to state how it will provide the necessary maintenance and services in the specifications. State the estimated manpower your company will use each week to fulfill the contract, including supervision, irrigation and general labor sub-categories.
CONTRACTOR’S PROPOSAL (CONTINUED)

CONTRACTOR’S PROPOSAL SUBMISSION FORM
INFORMATION REQUIRED OF BIDDER

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL ALL
APPLICABLE ITEMS MUST BE FILLED OUT

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Address ____________________________________________________________

2. Telephone No. ______________________________________________________

3. Type of Firm (Individual, Partnership or Corporation) ______________________

4. Corporation organized under the laws of the State of ______________________

5. Contractor's License No. ______________ Exp. Date ______

Contractor hereby swears under penalty of perjury that the information provided is true and correct.

By: ___________________________________ Title: ____________________________
    Signature  Contractor

6. List the names and addresses of all Owners of the firm or names and titles of all officers of the corporation:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

7. Number of years of experience as a Contractor ______

8. Number of years of experience with municipal landscaping contracts ______

9. I.S.A. Certified Arborist Number ______________ Exp. Date ______

10. Number of ISA Certified Tree Workers with the organization ______

11. I.A. Certified Landscape Irrigation Auditors Number ______________ Exp. Date ______
(12) **Local Office**
Address: ____________________________________________

Phone: (__) __________________

(13) **Emergency Contact Person**
Name: ____________________________

Phone: (__) __________________

(14) List the names and addresses of each subcontractor who will perform work related to this contract and indicate what portion of the work will be done by each subcontractor. (If more than one subcontractor, please check the box below and list ALL subcontractors on a separate sheet.)

See Subcontractor List on Separate Sheet

Subcontractor's Name: ____________________________________________

License Number: ____________________________________________

Address: ____________________________________________

Telephone: ____________________________________________

Work to be performed: ____________________________________________

(15) List the name of the person who inspected the site of the proposed work for your firm:

(16) A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the City.

(17) This bid was prepared by:
Signature: ____________________________
Name/Title: ____________________________
Telephone: ____________________________

(18) Contact Person:
Signature: ____________________________
Name/Title: ____________________________
Telephone: ____________________________
AGREEMENT

This AGREEMENT is made and entered into this __________ day of __________, 2020, by and between City of Canyon Lake, California, hereafter called “OWNER” “CITY” or “AGENT” and __________________________, hereinafter called “CONTRACTOR”.

WITNESSETH:

WHEREAS, on __________, the City invited bids for landscape maintenance services for City-maintained properties per specifications; and

WHEREAS, pursuant to said invitation, Contractor submitted a proposal, which was accepted by City for said services.

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

TERM. The term of this Agreement shall be from __________ through __________, or to such later date as may be agreed in writing between parties.

CITY’S OBLIGATIONS. For furnishing services, as specified in this Agreement, City will pay and Contractor shall receive in full compensation, therefore the total sum of ______________ as set forth in the Contract Documents and adopted by the City.

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

HOLD HARMLESS AND INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the City of Canyon Lake, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of Contractor, his agents, employees, and subcontractors and employees thereof in connection with the performance, or non-performance, of this agreement. The Contractor shall thoroughly investigate any and all claims and indemnify the City and do whatever is necessary to protect the City of Canyon Lake, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, or damages.

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

TERMINATION. If, during the term of this Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform, which notice must give Contractor a three-day notice.
of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said work or sure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, nor rights under this Agreement except, however, any and all obligation of Contractor’s surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City’s Notice of Termination, minus any offset from such payment representing the City’s damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in the City’s sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its bid.

The City Council may terminate the contract with 30 days written notice for any reason.

**INCORPORATED BY REFERENCE.** The Notice Inviting Bids; Bid Terms and Conditions; Instructions to Bidders, General Terms and Conditions; Specific Terms and Conditions; Bid Submission Form(s), Addendum Nos.____; Change Orders; additional or supplemental specifications, drawings, maps, or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.

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

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

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

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

Office of the City Clerk  
City of Canyon Lake  
31516 Railroad Canyon Rd  
Canyon Lake, CA  
92587
LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs, in addition to any other relief granted by the court.

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

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

CITY OF CANYON LAKE

__________________________
Jordan Ehrenkranz, Mayor

ATTEST: ____________________________
Ana Sauseda, City Clerk

APPROVED AS TO FORM:

__________________________
Steven Graham, City Attorney

CONTRACTOR

__________________________

APPROVED AS TO CONTENT:

Brad Brophy, City Engineer
BIDDER'S BOND

To Accompany Proposal

KNOW ALL MEN BY THESE PRESENTS,

That we, ______ as principal, and ______ as surety, are held and firmly bound unto the City of Canyon Lake in the sum of $___________ (10% of bid), to be paid to the said Owner or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden principal to perform certain work described as follows:

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE: The general items of work to be done hereunder consist of, but are not limited to: landscape, irrigation, hardscape, and hardscape maintenance and dated ______ is accepted by the City of Canyon Lake, and if the above bounden principal ______ shall duly enter into and execute a contract for such construction, and shall execute and deliver the Performance Bond and Payment Bond and insurance certificates as required by said contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Should it become necessary for the City to institute a lawsuit, or any other legal proceeding to enforce the terms and conditions of this bond, then all costs of said proceeding, including attorney's fees, shall be awarded to the prevailing party.

[Remainder of this page has intentionally been left blank.
Signature blocks are contained on the next page]
IN WITNESS WHEREOF, We hereunto set our Hands and Seals this___ day of____, 20__. 

Contractors Name:__________________________________________________________

Contractor’s Signature:________________________________________________________

Title: ______________________________________________________________________

Address:____________________________________________________________________

Telephone:___________________________________________________________________

Surety’s Name:________________________________________________________________

Surety’s Signature:________________________________________________________________

Title:_______________________________________________________________________

Address:____________________________________________________________________

Telephone:___________________________________________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the City of Canyon Lake has awarded to __________________________________________ hereinafter designated as “Principal”, a contract for:

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE
CONTRACT NO. 2020-01

WHEREAS, said Principal is required under the terms of said contract to furnish a good and sufficient bond for the performance of said contract:

NOW THEREFORE, WE, _______________________________ as Principal, and _______________________________ as Surety, are held and firmly bound unto the City of Canyon Lake, hereinafter called City, in the penal sum of _______________________________ Dollars ($__________________), being 100% of the contract amount in lawful money of the United States of America for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his executors, heirs, administrators, and successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants and agreements in the said contract and any alterations thereof made as herein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or the specifications.

Should it become necessary for City to institute a lawsuit or any other legal proceeding to enforce the terms and conditions of this bond, then all costs of said proceeding, including attorneys’ fees, shall be awarded to the prevailing party.
IN WITNESS WHEREOF, identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on this_________ day of ___________, 2020.

SURETY

By: ______________________

PRINCIPAL

By: ______________________

Insurance Company and/or agent: ________________________________

Address: ________________________________

______________________________

Telephone Number: ________________________________
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Canyon Lake (sometimes referred to hereinafter as "Obligee") has awarded to (hereinafter designated as "Contractor"), an agreement dated described as follows: RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE, CONTRACT NO. 2020-01, (hereinafter referred to as the "Contract"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code.

NOW, THEREFORE, we, ________________________________, the undersigned Contractor, as Principal, and ____________, a corporation organized and existing under the laws of the State of ____________________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Canyon Lake and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of ____________________________ Dollars ($__________________), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon, for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Contractor and his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Section 3247 through 3252 of the Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or Internal Revenue Service from the wages of employees of Contractor or his or its Subcontractors, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

No final settlement between Obligee and Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if Obligee is required to engage the services of an attorney in connection with the enforcement of the bond, each shall pay Obligee’s reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

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

PRINCIPAL/Contractor:  

(Signature)

(Type Name of Contractor) (Typed Name of Surety)

By: _______________________________  

(Signature of Attorney-in-Fact)

(Type Name and Title)  (Typed Name of Attorney-in-Fact)

The rate of premium on this bond is $_________ per thousand.

The total amount of premium charged: $__________________________

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department’s most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to: (Name, Address and Telephone No. of Surety)

(Name, Address and Telephone No. of agent or representative for service of process in California if different from above)
GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold
and save them and each of them harmless from, any and all actions, suits, claims, damages to
persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein
"claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of
or in connection with the negligent performance of the work, operations or activities of Contractor,
its agents, employees, subcontractors, or invitees, provided for herein, or arising from the
negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent
performance of or failure to perform any term, provision, covenant or condition of this Agreement,
whether or not there is concurrent passive or active negligence on the part of the City, its officers,
agents or employees but excluding such claims or liabilities arising from the sole negligence or
willful misconduct of the City, its officers, agents or employees, who are directly responsible to
the City, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities
and will pay all costs and expenses, including legal costs and attorneys' fees incurred in
connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or
employees for any such claims or liabilities arising out of or in connection with the negligent
performance of or failure to perform such work, operations or activities of Contractor hereunder;
and Contractor agrees to save and hold the City, its officers, agents, and employees harmless
there from;

(c) The Contractor shall maintain strict compliance with all provisions of Cal OSHA Standards and
Regulations. The Contractor acknowledges and hereby agrees to be defined as the “Controlling
Employer” at the job site. As the “Controlling Employer” the contractor shall take reasonable
steps to ensure that all employees and subcontractors maintain compliance with Cal OSHA Standards
and Regulations. The Contractor shall be responsible for all fines, penalties and judgments that
result from Cal OSHA action.

(d) In the event the City, its officers, agents or employees is made a party to any action or proceeding
filed or prosecuted against Contractor for such damages or other claims arising out of or in
connection with the negligent performance of or failure to perform the work, operation or activities
of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees,
any and all costs and expenses incurred by the City, its officers, agents or employees in such
action or proceeding, including but not limited to, legal costs and attorneys' fees.
GENERAL TERMS AND CONDITIONS (CONTINUED)

BUSINESS TAX

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

CONTRACT REQUIREMENT

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

FAILURE TO ACCEPT CONTRACT

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

LABOR ACTIONS

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

WORKERS’ COMPENSATION COVERAGE

The Contractor shall procure and maintain, during the life of the contract, workers’ compensation insurance for all his or her employees engaged on or at the site of the project; and in case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers’ compensation insurance by protection afforded by, workers’ compensation insurance carried by the Contractor.

SAFETY PROGRAM

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

CALIFORNIA OSHA

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

CONTROLLING EMPLOYER

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

INSURANCE

The 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 written on an occurrence basis with a combined single limit of at least $2,000,000 per occurrence, and $3,000,000 general aggregate, for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The General Liability Policy shall add the City of Canyon Lake as an additional insured in accordance with the language below.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which will include $1,000,000 employer’s liability.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

The General Liability Policy shall be primary and non-contributing insurance or endorsed to be primary and non-contributing insurance.

The Commercial General Liability insurance policy shall add “the City, its officers, employees and agents” as additional insured. If the contract is with a City Agency the Commercial General Liability insurance policy shall add “the City, the Agency, its officers, employees and agents” as additional insured.
GENERAL TERMS AND CONDITIONS (CONTINUED)

The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.

No work or services under this Agreement shall commence until the Contractor has provided the City with (1) Certificates of Insurance and (2) Additional Insured Endorsements that are approved by the City.

In the event the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

CONTRACT ASSIGNMENT

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

NON-DISCRIMINATION

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

LOCAL OFFICE

Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and is authorized to discuss matters pertaining to this contract with the City. A local office is one that can be reached by telephone without toll call charges. An answering service or mobile telephone shall not fulfill the requirement for a local office.

PERSONNEL

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

CONTRACTOR IDENTIFICATION

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

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

PERFORMANCE DEFICIENCIES AND REDUCTION IN PAYMENT
City of Canyon Lake has set up very specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, City reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, City shall implement a standard $100 cost per incident. The following describes deficiencies:

1. Lack of compliance to specifications, i.e., failure to adequately pick up litter, sweep/rake, weed, prune, remove dead plant material, etc.
2. Failure to provide specified reports or to falsify reports.
3. Failure to supply adequate equipment, labor, or supervision.
4. Failure to repair irrigation deficiencies in the allotted time frame.
5. Failure to comply with schedules. Variances may be approved by request. Delays caused by the acquisition of parts or adverse weather conditions will be taken into consideration.
6. Failure to protect public health and safety.
7. Failure to provide contractor/company identification on vehicles or for employees.
8. Three consecutive fines may be viewed by City as failure to execute the contract and City may choose to terminate said contract.

SEVERABILITY
If any term, provision or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder for the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE
SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

1. Railroad Canyon Road Parkways and Medians within the City Right-of-Way between the Canyon Lake and Lake Elsinore City Limits to the west and between the Canyon Lake and Menifee City Limits to the east. Area includes two medians at the entry driveways to Canyon Lake Towne Center Entrance East and West. Area includes two sections of Canyon Lake Merchants Association that are included within the irrigation controller.

SCOPE OF SERVICES

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, for a period of twelve months commencing on April 6, 2020. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

SPECIFIC SERVICES TO BE PERFORMED

The specific services to be performed include, but are not limited to, the following:

Litter Control

A. Removal of all trash, such as paper, cans, bottles, broken glass, dog droppings, cigarette butts, and any out-of-place or discarded items.
B. Removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, dried up and/or dead plant material, pinecones, and wood pieces.
C. Litter removal as outlined in the Frequency Schedule.

All refuse shall be removed and taken to a sanitary landfill at Contractor’s expense. Green waste shall be disposed of in the manner identified later in this section.

Trash Cans (Railroad Canyon Road)

Contractor shall remove and replace trash can liners and wipe down trash can lids as indicated in the Frequency Schedule, if and when trash cans are provided.

Chemical Applications General

Contractor shall obtain necessary permits and licenses to comply with the city, county, state or federal laws for use of pest control chemicals. Contractor will assume responsibility and liability for use of chemical controls. Contractor shall be responsible for the safe and proper application of all chemicals. Contractor shall be responsible for the replacement of any plants and trees.
killed or damaged by improper chemical applications. Contractor shall complete and furnish a pesticide application log to the City, submitted at the monthly walk-through. The log shall include the following information:

1. The pest to be controlled
2. Method of control
3. Copies of the product labels
4. MSDS Sheets
5. A frequency schedules
6. A copy of the PCA recommendation

Chemical Applications - Weed Control

A. Contractor shall provide complete and continuous control and/or eradication of all weeds.
B. Planters, gravel areas, sidewalks, curbs and gutters, expansion joints, fence lines, drainage areas, bare areas, and the area around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
C. Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Mechanical and/or chemical methods of weed control are acceptable for annual weeds. Perennial weeds (such as Bermuda grass, nutseedge, bindweed, and pennisetum grass) shall be controlled by chemical means only.
D. After weeds have been sprayed and removed, Contractor shall rake or sweep the area to remove any debris generated by the weed control process.
E. Chemical herbicide control is the responsibility of Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, City may require additional herbicide applications at no cost to City.
F. City will require proof of California State Applicators license QAL Category B - Landscape Maintenance - by the person(s) supervising or performing the herbicide applications.

Chemical Applications – Other

A. Contractor shall provide control and/or eradication of rodents.
B. Contractor will be responsible for reporting to City any bee activity (swarms or hives) immediately. Bee removal will be City’s responsibility.
C. The application of insecticides and fungicides will be performed on an as-needed basis and is outside the scope of this contract.
D. Fertilization activities will be performed based on the Frequency Schedule.

Turf Maintenance

A. Turf Maintenance is not included and not required as a part of this contract.
Plant Maintenance

A. All plant material in the public right-of-way shall be maintained as needed to allow for the safe passage of vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate overgrowth beyond its designated parameter, as well as to prevent encroachment onto sidewalks or curbs. Plants located adjacent to sidewalks must be maintained at a maximum height of three (3) feet and pruned back six (6) inches from the edge of the sidewalk or curbing.

B. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as Manfreda) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation, replace the plant, and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or the contract documents.

C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. All plant material shall be pruned in accordance with the City of Palm Desert's "Desert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition. The book, which is intended to serve as a visual guide to Contractor, also provides pruning techniques and a calendar for ideal maintenance timing. City may, at its own discretion, alter timelines or techniques as it deems necessary.

D. Contractor shall assume the cost and responsibility for replacing plant material that dies 30 days from commencement of the contract throughout the term of the contract if such plant demise is due to neglect, lack of maintenance, or otherwise improper care. It is Contractor's responsibility to identify unacceptable plant material prior to inception of the contract. This will be accomplished during the mandatory acceptance walk-through with City representative(s) and Contractor.

E. Regular pruning will occur per the Frequency Schedule.

Tree Maintenance

A. Trees shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Any broken, dead or detached limb is considered a hazard. Suckers will be removed as they appear.

B. Contractor is responsible for safety and sucker control on all trees (excluding palms) fifteen feet in height and under. All other tree pruning will be performed under a separate contract.

C. Contractor is responsible for the pruning of fronds, flowers, and seed pods on all palms that have six feet of brown trunk or less. All other palms will be pruned under a separate contract. All palm seedlings not intentionally planted as a part of the existing planting theme shall be removed, under weed control, prior to 6 inches in height.

D. Any tree pruning performed at the request of City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, and the City of Palm Desert's "Dessert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition in order to promote proper form, strength, health, and appearance.

E. No topping of trees will be allowed.
F. Contractor shall remove debris caused by pruning and tree maintenance activities on the same working day as such debris is accumulated. Contractor shall be held responsible for any damages done to trees due to poor management procedures. Contractor shall replace trees, at no cost to City, that die 30 days after acceptance of the contract when such death is attributed to neglect, lack of maintenance, infestation or improper care. This section excludes trees identified during the mandatory acceptance walk-through with City representative(s) and Contractor.

G. Any trees broken or damaged as a direct result of storm, wind, accident or vandalism shall be pruned and/or removed, upon City’s request to Contractor, within 24 hours of notification and may be considered an Extra to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

Irrigation Maintenance

The controlling factor in the performance of water management within the landscape maintenance area is the application of water to landscape plants at a rate which closely matches the demands of plants with little or no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractual requirements shall be strictly adhered to by Contractor.

A. The entire irrigation system, including all components beginning at the water meter shall be maintained in an operational state at all times. This coverage will be the main responsibility of City except for the items indicated in this section and the Frequency Schedule.

B. Contractor is responsible for irrigation system inspections per the Frequency Schedule. It is a requirement of this contract that the Contractor report any irregularities observed during routine maintenance activities to City the same workday the irregularities are observed.

C. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval by City.

D. All damage resulting from Contractor’s maintenance operations, including but not limited to pruning, weeding, and trash removal shall be repaired or replaced prior to the end of the workday or as directed by Public Works Director or his designee, at Contractor's expense.

E. Repairs to the irrigation system shall be made at City’s request, on a time-and-materials basis, and per City standards.

F. Prior to commencement of the contract, the Public Works Director, or his designee, and Contractor will perform an irrigation inspection. The purpose is to allow Contractor and the City representative to observe and note any potential problems with the irrigation
CITY OF CANYON LAKE
BID NO 2020-01

RAILROAD CANYON ROAD
LANDSCAPE & IRRIGATION MAINTENANCE

system. These problems may be resolved with the current Contractor or with the successful Contractor on a "one-time-only" extra work basis. After a specified time, frame for corrections, Contractor will assume responsibility for maintenance of the irrigation system, per frequency schedule, with the exception of the controller operation, which will remain the responsibility of City.

G. City reserves the right to supply any or all parts for irrigation repairs. If Contractor supplies the materials and/or the labor, then City shall be billed by Contractor based upon the pricing schedule provided to City as part of this contract.

H. Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his designee.

I. When making repairs, Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent their damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by Contractor at no cost to City. Contractor shall be responsible for all damage done to irrigation components as well as to any plant material affected by Contractor’s personnel or equipment during maintenance operations.

J. Contractor shall provide personnel who are fully trained in all phases of irrigation systems operations, adjustments and repairs for irrigation systems used in the landscape maintenance area. Contractor shall provide personnel capable of effectively communicating, in English, with City representatives.

K. Irrigation time schedules shall be adjusted seasonally as directed by the Public Works Director or his designee. All controller operations shall be submitted to the City and approved by the City. At no time will Contractor make changes to the controller schedule without notifying the City and securing City approval.

Cleaning of Signs and Benches

The cleaning of monument signs, transportation shelter trash cans and benches is the responsibility of the Contractor per the Frequency Schedule. Cleaning shall include, but not be limited to, removal of cobwebs, sweeping the benches in the public transportation shelters, and wiping down monument signs and pottery with a non-abrasive cloth material. Contractor shall notify City of any damage or vandalism to walls, monument signs and transportation shelters.

Extra Work

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material
and/or unit price costs. Contractor must have a signed work order from the Director of Public Works or his designee before beginning extra work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction of mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and further repair shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

Safety

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

If work along a public right-of-way will require the closure of a traffic lane, Contractor shall notify City at least 24 hours in advance and comply with procedure outlined in the WATCH Manual.

Green Waste

Contractor shall remove all debris generated from maintenance operations on a daily basis. No debris or trash will be allowed to remain on site after work hours. Disposal of debris shall not be allowed in any City trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any City refuse container unless other arrangements have been authorized by City. Contractor is encouraged to compost all appropriate green waste removed from City landscaped areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from an approved facility that receives and fully comports Riverside County green waste. Said products shall be approved by the Public Works Director or his designee before use.

Upon request, Contractor may be required to submit verification of green waste disposal.

Schedules

At the pre-contract start-up meeting, Contractor will present a temporary or baseline schedule of work for the upcoming year. Thirty days from issuance of the Notice to Proceed, a permanent schedule will be given to City. Failure to provide this schedule to City in the appropriate time may result in termination of the contract.
The schedule must include the Frequency Schedule as it pertains to the maintenance for that month. City will assume that Contractor will adhere to the schedule. City must receive notification of changes at least 24 hours in advance.

**SCHEDULING OF WORK**

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

May 1 through September 30

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

October 1 through April 30

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

Failure to observe these work hours may result in a citation being issued to the offenders by the police department. (Emergency work directed by City is not held to these restrictions.)

**Work is permitted on Saturdays only with prior approval by City. Work is not permitted during City holidays.**

**CURRENT LICENSE AND CERTIFICATION REQUIREMENTS**

- City of Canyon Lake Business license
- C-27 California State Contractors License
- Irrigation – Certification from the Irrigation Association
- Arborist Certification from the International Society of Arboriculture
- State of California Pesticide License QAL for chemical applications category B County
- of Riverside Pesticide Business License
ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

RRCR LANDSCAPE & IRRIGATION MAINTENANCE

LABOR

Additional Laborer  $_________ per hour
Additional Irrigator  $_________ per hour
Additional Supervisor  $_________ per hour

IRRIGATION PARTS will be paid at a 15% mark-up.

PLANT MATERIAL REPLACEMENT

Note: Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Canyon Lake.

1-Gallon Shrub Installed  $____________
5-Gallon Shrub Installed  $____________
15-Gallon Shrub Installed  $____________
15-Gallon Tree Installed*  $____________
24”-Box Tree Installed*  $____________
30”-Box Tree Installed*  $____________
36”-Box Tree Installed*  $____________

Note: Anything over 36” box size will be paid at the contractual hourly rate plus materials with a 15% mark-up.

*To include the following: digging of hole, setting of tree, backfilling with approved soil amendments and fertilizer, watering in of tree, staking (if needed), securing with cinch ties, and replacing decomposed granite or bark mulch with the same to match existing.
ATTACHMENT 2 FREQUENCY SCHEDULE

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

Irrigation System Maintenance

Maintenance of the irrigation system is a necessary and continuing process involving monitoring, adjustment, cleaning, and repair. Canyon Lake draws irrigation water from holding ponds fed by reclaimed water. It is imperative that the system be checked and monitored regularly to keep the irrigation system operational.

Contractor shall familiarize himself and his staff with the pump station operation, including the N-Control fertigation pump and equipment.

Continually clean debris from irrigation equipment for proper water discharge, including basket strainer, master valve, flow sensor, remote control valve, drip irrigation filter, emitters, and bug caps.

During times when the water supply is cut off or the irrigation system is otherwise inoperable, the landscape shall be carefully monitored for signs of water stress. Start a hand watering program immediately for all stressed landscapes and notify the City in writing if this occurs.

Wire tracing and diagnosis of wire miscommunication, equipment not working, and all other electric problems shall be included within the monthly service at no additional cost to the City.

Maintain electric control valve boxes free of dirt and debris.

Maintain all irrigation equipment in good operating order, including proper coverage adjustments. Repair or replace equipment as needed using the exact type and manufacturer as called for in the original irrigation plans, unless otherwise directed by the City of Canyon Lake. Contact the City of Canyon Lake as soon as equipment is found to be in need of repair or replacement.

Maintain Rain Bird 1800 tree spray heads one (1) inch above the top of the mulch. Replace bug caps on drip irrigation spaghetti tubing as needed.

Bury and stake down Blu-lock pipe to keep it below the mulch layer.

The contractor shall keep permanent records of all performed maintenance tasks. Records shall be presented to the City quarterly. Record all proposed and executed repairs. Contractor shall record all times when the irrigation systems are not operable.
**Plant Maintenance**

No plants shall be trimmed using gas powered hedge shears or string trimmers, except as directed and approved by the City, if wide growing shrubs are planted in a narrow planting area.

Dead or dying plants shall be reported to the City and replaced at the contractor’s expense, unless authorized in writing by the City.

Palm fruit shall be removed from the medians regularly to eliminate germination.

Overhanging plants from adjacent properties that impact the landscape maintenance area or cause site distance to be obscured shall be trimmed on a regular basis. This includes plants hanging over the walls or through the fence. These shall be trimmed away from the parkway. Litter that falls as a result of overhanging plants from adjacent properties shall be removed from the parkway on a regular basis.

Pinecones that fall shall be removed from the parkway.

Vines shall be continuously trained to walls. Vine runners shall be removed from planting areas.

**Low Voltage Light Maintenance**

Notify the City if the low voltage light system requires repair or if bulbs require changing.
## ATTACHMENT 2: FREQUENCY SCHEDULE
### RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>Medians</th>
<th>Parkways</th>
<th>Merchants Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation operation inspection</td>
<td>D</td>
<td>D</td>
<td>D</td>
</tr>
<tr>
<td>Remove plant flower stalks</td>
<td>M</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Fertilize with Tri-C humate</td>
<td>J</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>Safety-prune plant material</td>
<td>M</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Remove weeds* (see below)</td>
<td>F</td>
<td>G</td>
<td>G</td>
</tr>
<tr>
<td>Prune shrubs and ground covers</td>
<td>J</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>Rake DG</td>
<td>H</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rake non-DG areas (bark)</td>
<td></td>
<td>G</td>
<td>G</td>
</tr>
<tr>
<td>Litter removal</td>
<td>D</td>
<td>D</td>
<td>D</td>
</tr>
<tr>
<td>Rodent control</td>
<td>M</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Disease and pest control</td>
<td>M</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Clean signs and benches</td>
<td>H</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>Clean walks, curbs, gutters, hardscape</td>
<td>G</td>
<td>G</td>
<td>G</td>
</tr>
<tr>
<td>Clean basket strainer**</td>
<td></td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>Clean RCV filters**</td>
<td>G</td>
<td>G</td>
<td>G</td>
</tr>
<tr>
<td>Empty and clean trash receptacles, replace liners</td>
<td>F</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean MV and flow sensor**</td>
<td></td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>Clean or sweep cobble</td>
<td>Q</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check LV light operation</td>
<td>J</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean LV light lens with carnauba wax</td>
<td>K</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**perform task more often as necessary to keep them clean of algae, debris, and other
*perform task in all areas at the minimum frequency indicated (more often if needed)
## ATTACHMENT 3: FREQUENCY SCHEDULE LEGEND

<table>
<thead>
<tr>
<th>Code</th>
<th>Frequency Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Daily, before 10:00 a.m., 7 days per week</td>
</tr>
<tr>
<td>B</td>
<td>Daily, before 10:00 a.m., Monday through Friday</td>
</tr>
<tr>
<td>C</td>
<td>Daily, before close of business (5:00 p.m.), Monday through Friday</td>
</tr>
<tr>
<td>D</td>
<td>Weekly, before close of business (5:00 p.m.) on Friday</td>
</tr>
<tr>
<td>E</td>
<td>Three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.</td>
</tr>
<tr>
<td>F</td>
<td>Bi-weekly (every 2 weeks)</td>
</tr>
<tr>
<td>G</td>
<td>Monthly (12 times per year, every month)</td>
</tr>
<tr>
<td>H</td>
<td>Bi-monthly (6 times per year, every two months)</td>
</tr>
<tr>
<td>I</td>
<td>Quarterly (4 times per year)</td>
</tr>
<tr>
<td>J</td>
<td>Semi-annually (2 times per year)</td>
</tr>
<tr>
<td>K</td>
<td>Annually (1 time per year)</td>
</tr>
<tr>
<td>L</td>
<td>Seasonal</td>
</tr>
<tr>
<td>M</td>
<td>As needed to maintain plant material health and/or public safety</td>
</tr>
<tr>
<td>N</td>
<td>As needed</td>
</tr>
<tr>
<td>O</td>
<td>October 1 to April 30, once monthly; May 1 to September 30, every 2 weeks; Except specified areas</td>
</tr>
<tr>
<td>P</td>
<td>Monthly, from May to October (6 times)</td>
</tr>
<tr>
<td>Q</td>
<td>October 1 to April 30 every other week; May 1 to September 30 weekly</td>
</tr>
<tr>
<td>R</td>
<td>October 1 to May 30, three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.; June 1 to September 30, once a week</td>
</tr>
</tbody>
</table>
ATTACHMENT 4: AREA CALCULATIONS
RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

AREA CALCULATIONS:
Total Landscape Area: 137,631 square feet
Cobble Area: 8179 square feet
Stabilized Decomposed Granite Area: 10,380 square feet
Planted Area: 108,436 square feet
Bark Mulch Area: 83, 632 square feet
Decomposed Granite Mulch Area: 36,439 square feet

PLANT QUANTITIES:
36” box trees: 1
24” box trees: 144
15 gallon trees: 30
5 gallon shrubs: 1,404
1 gallon shrubs: 9,930
5 gallon vines: 69
ATTACHMENT 4: AREA CALCULATIONS
RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE
ATTACHMENT 5 RECLAIMED WATER ASSOCIATED DUTIES
RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

City of Canyon Lake Reclaimed Water and Irrigation System

The irrigation system is currently utilizing reclaimed water from EVMWD that is pumped into holding ponds and pulled out as needed to the streetscape. The ponds are shared with the Canyon Lake Golf Course. The system also utilizes an Amiad filter that is automatically flushed at the pump station, a secondary Yardney Basket strainer at the Master Valve/Flow Sensor location as well as individual Amiad disk filters at all 53 drip zones. The drip zones are designed with Bowsmith 2GPH emitters. The irrigation controller is a Rainbird ESP LXD 2 wire path controller with a total of 71 separate zones.

It is the responsibility of the contractor to maintain the following:

- Contractor shall inspect, clean and flush the all 53 Amiad disk filters a minimum of 1 time per month and as needed to keep free of excessive debris buildup and reduced flow. Contractor shall use a mixture or ¼ cup bleach to gallon of water to clean the filters.
- Contractor shall inspect and flush all lateral lines a minimum of 1 time every 3 months or as needed to reduce excessive debris buildup within the system.
- Contractor shall inspect and clean all Master Valve and Remote-Control Valves a minimum of 1 time each month or as needed to keep the system fully functional.
- Logs shall be maintained to be reviewed by the City Representative upon request which show what days the valves, filters and lateral lines were inspected and cleaned according to the maintenance schedule.
- All irrigation systems and emitters shall be inspected regularly and continually to ensure optimum functionality and coverage of the system to reduce plant stress due to lack of water or overwatering.
- Contractor shall be responsible of maintaining the controller in a fully functional state using all the weather components and flow sensing capabilities.
- All irrigation shall be managed and maintained in such a way as to optimize plant health and vigorous growth.
- All irrigation shall be managed and maintained in such a way as to optimize plant health and vigorous growth.