



FINANCE

## CITY OF LANCASTER

Parks, Arts, Recreation, and Community Services Department

(PARCS)

**Request for Proposal No. 831-24**

### **PARKS AND FACILITIES LANDSCAPE SERVICES**

#### **SUBMISSION DEADLINE**

**June 14, 2024**

**BY 11:00 A.M.**

**(10:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)**

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“RFP 831-24 Parks and Facilities Landscape Services”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFP contact by email:

[bidinquiries@cityoflanasterca.gov](mailto:bidinquiries@cityoflanasterca.gov)

## **NOTICE REQUESTING PROPOSALS (RFP) FOR PARKS AND FACILITIES LANDSCAPE SERVICES**

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest City in the Antelope Valley, with a population of 160,000 across 94 square miles.

The City is seeking proposals from interested and qualified individuals, organizations, or firms, hereinafter referred to as “Contractor,” with expertise and understanding of provision of professional landscape services.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

The services to be performed by the successful Contractor are described in **Section 3 and the Appendices** found within this RFP.

All responsive proposals shall be reviewed and evaluated by the City to determine which Contractor best meets the City’s needs for this project by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals are set forth in the Request for Proposals.

The City will host a pre-proposal meeting, which will be held at **8:30 AM on Monday, June 3, 2024**. Attendance to this meeting is recommended and not mandatory. The meeting shall start promptly at 8:30 AM at Lancaster City Hall 44933 Fern Avenue in Lancaster. This meeting will include visits to some or all parks and facilities stated in the proposal (including in the scope of work and the appendices) and its duration can be between 4 and 8 hours. Meeting attendees must provide their own method of transport to be able to visit all intended sites. The City will not provide transportation to attendees. If mitigating circumstances occur and the City reschedules, postpones, cancels, or suspends the meeting, the City reserves the right to reschedule it at a later time and day. The City shall inform of these changes in a timely manner and prior to the RFP’s closing date. Please contact Purchasing at [bidinquiries@cityoflanasterca.gov](mailto:bidinquiries@cityoflanasterca.gov) for questions regarding this meeting. The subject line should be Questions - RFP 831-24 Parks and Facilities Landscape Services.

The schedule of parks and facilities to visit will be revealed promptly at the start of the meeting.

The City of Lancaster reserves the right to reject any or all proposals, to delete portions of any and all proposals, to waive any informality or irregularity in any proposal received or in the RFP procedures, and to be the sole judge of the merits of the qualifications received. Be advised that unauthorized conditions, limitations, or provisions attached to the Proposal may render it unresponsive and may cause its rejection. The completed Proposal forms shall be submitted without interlineations, alterations, or erasures. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The award, if made, will be made to the most qualified vendor based on the criteria set forth in the RFP documents.

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**REQUEST FOR PROPOSAL  
PARKS AND FACILITIES LANDSCAPE SERVICES**

**SECTION 1. INTRODUCTION AND GENERAL INFORMATION**

**Instructions to Contractors**

The City of Lancaster (the “City”) is requesting proposals for PARKS AND FACILITIES LANDSCAPE SERVICES in accordance with this Request for Proposal (RFP). The selected Contractor will provide Landscape Services to parks, facilities, community homes and other areas as detailed in this RFP. The Contractor shall provide all equipment, supplies, insurance, training, and personnel for landscape services, weed abatement, pest control, disposal of green waste and other services as described in this RFP. This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it can perform quality work to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

**Examination of Work Sites**

Contractors are responsible to personally examine the locations of the proposed work to understand the actual conditions and requirements of the work and how these may affect the services to be provided, and shall not at any time after the submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done. Contractors shall not disturb City employees at any site or location, nor disturb any occupants of buildings on site.

**Questions Regarding this RFP**

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to [bidinquiries@cityoflancaesterca.gov](mailto:bidinquiries@cityoflancaesterca.gov) prior to 11 a.m. Friday, May 16 2024.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Contractor.

**Clarification Statements**

For clarification purposes, the words “Contractor”, “Vendor”, “Supplier”, “Company”, “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

### **No Contact Policy**

After the date and time established for receipt of proposals by the City, any contact initiated by any Contractor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.

### **Proprietary Material**

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

### **Completion of Proposal**

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statement made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Contractor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

## Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- 1. Proposal Summary:** This section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages including the separate sheet.
- 2. Profile on the Proposing Firm(s):** This section shall include a brief description of the Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Proposer firm's financial stability, capacity, and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

- 3. Qualifications of the Firm:** This section shall include a brief description of the Proposer's and any sub-Proposer's qualifications and previous experience on similar or related projects.
- 4. Work Plan or Proposal:** This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section for the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.
- 5. Project Staffing:** This section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

6. **Copy of Licenses:** Please provide a copy of the state approved license(s) documentation.
7. **Sample Curriculum:** Please provide a sample curriculum for a one-month period.
8. **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached **Appendix E: Proposed Schedule of Pricing**. Proposals shall be valid for a minimum of 180 days following submission.
9. **Exceptions to Professional Services Agreement:** The Proposer shall list any exceptions to the Professional Services Agreement/insurance requirements (**Appendix H – Sample Agreement**).
10. **Signature Sheet:** Complete the included Signature Sheet and include it with the Proposal submission.

### **Examination of RFP and Work Site**

The Contractor shall carefully examine the RFP and the locations/sites of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract documents.

### **Errors and Omissions**

If, prior to the date fixed for submission of Proposals, a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all vendors who have furnished or requested an RFP.

If vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the vendor, or an error that reasonably should have been known to the vendor, vendor shall submit its Proposal at his/her own risk, and if vendor is awarded a Contract, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **Addenda to Proposal**

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Contractors. Such

Addendum shall also be posted on the City's website. Contractor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

### **Execution of Proposal**

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Contractor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted. An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

### **Withdrawal of Proposal**

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Consultant or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

### **Proposals Become the Property of the City**

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the Proposal.

Contractor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

### **List of Subcontractors**

The Contractor shall submit with his Proposal a list of the name and address of each subcontractor who will perform work included in the Contract if awarded, and the portion of work that will be completed by each subcontractor.

### **Evaluation of Proposals**

A committee of at least three staff shall evaluate all Proposals. All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not met the minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP or the City's **Sample Agreement (Appendix H)** will be rejected as non-responsive.

Proposals will be evaluated on the following criteria:

- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer 30%
- Qualifications and Experience of Business 25%
- Responsiveness and Completeness of Proposal 5%
- Verification of References 5%
- Local Preference (Lancaster) 5%
- Proposed Cost to Provide Services 30%

The City reserves the right to award the Contract as complete, or any part thereof, as deemed to be in the best interest of the City.

The City reserves the right to make observations of existing sites being maintained by the Contractor to evaluate the facilities and/or sites and determine the level of maintenance being performed. These visual observations, if made, will be used in the evaluation process.

The most qualified Company(ies) may be asked to participate in an oral interview to discuss in greater detail the content of their Proposal. The City will notify finalists, if interviews are conducted, of the date and time of the interview.

The most highly qualified Company/Contractor shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Services, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Services. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms and compensation for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Company.

### **Rejection of Proposals**

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal.



The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

### **Award of Contract**

Award of Contract or rejection of Proposals will be made by the City within thirty (30) calendar days following the Proposal due date. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Contractor whose Proposal best complies with the requirements of this RFP.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

### **Contract Term**

The total term of the Agreement may extend for a period of not to exceed five (5) years. The initial terms of the Agreement will be for thirty four (34) months beginning approximately September 1, 2024. At the option of the City, the Agreement may be extended for two(2) additional one (1) year terms based upon acceptable performance by the Contractor and acceptable fees, and subject to the same terms and conditions of the Agreement.

The contract is subject and contingent upon funds being appropriated by the City Council each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

### **Contract Documents – Precedence**

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City in a substantially similar form to **Appendix H: Sample Agreement** attached. The Agreement to be

executed by the successful Contractor will generally conform to the content of the attached Sample Agreement; however, the City reserves the right to update the Agreement to its current standards at the time the City makes an award. Contractors are advised that the indemnification and insurance provisions contained in the Sample Agreement are mandatory and not subject to revision.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City Request for Proposals
- Contractor's Response to the Request for Proposals

### **Execution of Agreement**

After Contract award, the following Contract documents shall be signed and returned within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Contractor.

- A. Agreement in the form included herein, properly executed by the Contractor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

### **Failure to Execute the Agreement**

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

### **Cancellation**

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

### **Administrative Contact**

Any questions regarding contractual terms and conditions, proposal format, technical specifications, or Scope of Services requirements shall be directed to [bidinquiries@cityoflancafterca.gov](mailto:bidinquiries@cityoflancafterca.gov).

**Due Dates**

All Proposals are due by 11:00 (10:59:59) A.M. on **June 14, 2024**. Any Proposal received after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals will not be accepted.

**Schedule of Events**

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<b>Event</b>	<b>Date</b>
RFP Distribution	May 29, 2024
Pre-Bid Meeting	8:30 am, June 3,2024
Last Day to Submit Questions	11:00 am, June 7, 2024
Last Day to issue Addendum	June 11, 2024
Proposal Due Date	11:00 am, June 14, 2024
Proposal Evaluation by Committee and Selection Process	June 17 through June 26, 2024
Expected Contract Awarded by City Council	July 9, 2024
Expected Contract Start	September 1, 2024

## SECTION 2. GENERAL TERMS AND CONDITIONS

### Definitions

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Biweekly: Occurring every two weeks; perform a task once every two weeks

Change: Additions, deletions, or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of change order describing such change.

City: The City of Lancaster, a municipal corporation.

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor: Any manufacturer, company, or agency providing services, equipment, software, or supplies for this RFP.

Days: Calendar days unless specifically noted otherwise.

Fence Line: areas adjacent to fences, typically measured in linear feet. Fence Lines identified for specific maintenance or landscape services are identified in **Appendix B**

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

Plants: Plants are defined as any shrub, tree, grasses, annuals, or any desirable vegetation that is currently present in the City's planters, shrub beds, and other grounds

Project Manager: a person designated by the City of Lancaster to manage the Landscape Services contract, Contractor adherence to contract, and Contractor performance. Project Manager will act as the city's point of contact for

communication with the Contractor regarding operations, performance, standards, and items related to the contract.

Quarterly: Occurring four times per year

RFP: Request for Proposal

Semiannual: Occurring twice per year; perform a task two times in one year

Semiweekly: Occurring twice per week; perform a task two times in one week; twice weekly

Specifications: Part of the Contract Documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work to be performed by the Contractor.

Special Provisions: Contract Documents containing requirements that modify or supplement the General Conditions.

Sports Turfgrass: shall be defined as all turfgrass at the Lancaster National Soccer Center, eight (8) softball fields at Sgt. Steve Owen Memorial Park, and two (2) baseball fields at Rawley Duntley Park. For the purposes of this RFP, Athletic Turf is a synonym of Sports Turfgrass. **See Appendix I for locations of sports turfgrass.**

Turfgrass: All turf or grasses within the parks and facilities, with the exception of Sports Turfgrass (as specified in **Section 3: General Terms and Conditions**).

Twice Weekly: Twice per week; perform a task two times in one week; semiweekly

Work: Any and all labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Contractor to generate the results defined, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.

### **Compliance with Law**

The Contractor shall keep itself informed concerning—and shall render all services hereunder in accordance with—all ordinances, resolutions, statutes, rules, and regulations of the City and any

Federal, State, or local government entity having jurisdiction in effect at the time service is rendered.

### **Specifications and Requirements for Landscape Equipment**

Notwithstanding the provisions of Lancaster Municipal Code section 8.70.030, the Contractor shall meet the requirements of the Lancaster Municipal Code Chapter 8.70 - GASOLINE POWERED LANDSCAPE EQUIPMENT.

### **Licenses and Permits**

The City requires the issuance of a City Business License as a condition precedent to being engaged as a contractor or Sub-Contractor within the City. The Contractor is responsible for applying for and obtaining a Business License from the City. The Contractor is responsible for ensuring that all sub-Contractors apply and obtain a Business License from the City. The Contractor shall submit proof of Business License at the time he/she provides the City with the required bonds and certificates of insurance and endorsements.

The Contractor is responsible for obtaining the required permits and certifications for the application of herbicides and pesticides as required to adequately perform the landscape services duties stated in this RFP. The Contractor shall ensure that all Sub-Contractors obtain the required permits and certifications for the application of herbicides and pesticides to adequately perform the duties stated in this RFP. The Contractor shall submit proof of the relevant permits and certifications at the time he/she provides the City with the required bond and certificates of insurance and endorsements.

### **Force Majeure**

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

### **Liquidated Damages**

It shall be agreed by the parties to the Agreement that time is of the essence and, in the event of a delay in starting the work or the delivery of goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum five hundred dollars **(\$500.00)** for each working day delay in completing the schedule and meeting the requirements of the scope of work set by the Contractor, as set forth in the Agreement beyond any timeline, due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement and shall be recovered by the City by removing the appropriate dollar amounts from the monthly invoices, or through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to force majeure provisions of the Agreement, provided the Contractor will notify the City in writing of the causes of delay within three (3) business days from the beginning of such delay. The Contractor shall bear the burden of proof to establish that any delay is subject to force majeure provisions of the Agreement.

### **Communication**

The Contractor shall provide the City with a contact person (i.e. Field Supervisor) that will engage in daily communication with the City. The Contractor shall also provide the City with a contact person who directly manages the Field Supervisor and is responsible for his/her actions. The Contractor shall provide the City with the Field Supervisor and his/her manager's contact numbers for easy, efficient and effective access. The Contractor shall equip the Field Supervisor and his/her manager with a smart communication device (i.e. smart cell phone) for the purposes of dispatching, answering emergency calls, and to communicate with City staff during the workday.

The Contractor's Field Supervisor shall be in Lancaster each workday, for the duration of each workday, and shall be available to the City's Project Manager for scheduled and unscheduled visits to parks and facilities. The Field Supervisor's manager shall be available to the City's Project Manager for scheduled weekly visits to parks and facilities. For unscheduled visits, the City will provide the Field Supervisor's manager with a 24 hour notice when requesting a visit to parks and facilities. Contractor shall ensure that at least one member of each landscape crew and all Field Supervisors are proficient in the English language to ensure clear communication between City staff and Contractor personnel.

### **Identification**

All vehicles used by the contractor shall have the company name visible on the vehicle. The logo shall be consistent on all vehicles. Vehicles shall be clean and properly maintained.

All employees shall wear similar uniforms showing the first name of the employee and the name of the company. High visibility vests and/or shirts shall be worn at all times. If the City feels that

improper clothing is being worn, the supervisor will be instructed to make the necessary changes.

### **Scheduling of Work**

The City reserves the right to change work schedules to meet the needs of the City. The Contractor shall accomplish all normal landscape services detailed herein between the hours of 7:00 AM and 4:30 PM, Monday through Friday. Other exceptions may be made to normal work hours when site conditions prohibit safe and efficient landscape services to be performed. The City may grant on an individual basis and in writing, permission to perform contract services at other hours.

The Contractor shall provide the City with a complete work schedule, listing the days when work will be performed and the locations of such work. Any changes in scheduling shall be requested to and approved by the City in writing prior to the implementation of said changes. The work schedule shall include general landscape service operations, weed and pest control plans, planter and hardscape maintenance, wash and brush operations, and any other operations related to landscape services.

The Contractor shall conduct the work at all times in a manner which will not interfere with park patrons, City staff, events, programs, or normal pedestrian traffic on adjacent sidewalks. In addition, the Contractor shall notify the City in writing 48 hours prior to starting aeration, fertilizing, spraying, pruning, or targeted pest control operations.

Once work has begun at a given site, work shall continue uninterrupted until the entire scope of work for that site is completed. The Contractor shall notify the City in writing if work cannot be completed as stated herein.

### **Turfgrass Cycling and Disposal of Green Waste**

Turfgrass cycling is a management practice of leaving grass clippings on the turfgrass surface during the mowing operation. The practice of Turfgrass Cycling returns nitrogen, phosphorus, potassium, and other elements back to the soil, saves labor and time, and eliminates disposal fees at local disposal sites. The Contractor shall use Mulching Blades on all mowers (also known as 3-in-1 blades). The Contractor, after using Mulching Blades to mow turfgrass, shall leave the clippings on the turfgrass surface. If the clippings left behind are excessive (as deemed by the City's Project Manager) and/or result in piles of grass clippings left on the turfgrass surface, the Contractor shall, within 24 hours of receiving notification from the City, remove all excess clippings at the discretion of the City and at Contractor's expense. If the Contractor fails to remove clippings adequately, then the Liquidated Damages Section herein will take effect immediately. If the failure to remove excessive clippings results in damage to City assets, the Contractor shall bear the cost to repair or replace those assets. The City reserves the right to schedule the date and time of this work.

As a condition of the City of Lancaster's Source Reduction and Recycling Element, all other green waste generated from this contract shall be recycled. The City of Lancaster has an exclusive franchise agreement with Waste Management of Antelope Valley for refuse disposal and



recycling. The Contractor shall use Waste Management facilities for such disposal and all price schedules for refuse disposal and recycling submitted as part of this Bid should reflect Waste Management of Antelope Valley's current rate scheduled.

Dumping of any type of waste or debris in trash bins located at any park or facility is not permitted.

### **Turfgrass Maintenance**

All turfgrass areas detailed in this RFP and the **Appendices** shall be maintained to have a lush, green, and properly cut appearance year-round. Strict adherence to site mowing schedules is required and the City's Project Manager will coordinate all weekly turfgrass maintenance service schedules with the Contractor at the beginning of each season. Any modifications to these service schedules will require that the Contractor provide two weeks' notice and must be approved by the City's Project Manager.

Non-biodegradable debris shall be removed from turfgrass areas by the Contractor prior to the beginning of each mowing cycle. Turfgrass shall be mowed with conventional mowing equipment of a mulching type. Mowers shall be adjusted, maintained, and operated so that the turfgrass is cut to a uniform height, without scalping, and without tearing grass blades.

In the event that turfgrass areas contain dropped tree leaves, the Contractor shall mow over the leaves with the purpose of mulching the leaves and re-introduce them mulched into the turfgrass. If the amount of leaves is deemed by the Project Manager to be excessive, the Contractor shall remove them from the area prior to mowing and dispose of them properly. Leaves or debris shall not be blown into hard surface areas (i.e. parking lots, sidewalks, concrete plazas, playground surfaces, etc.).

Mowing equipment shall operate with sharp mulching blades, clean and properly adjusted decks, and properly inflated tires. Mower blades shall be sharpened weekly and prior to each mowing cycle. Mowing speeds shall be appropriate to meet or exceed the standards stated herein. Dull or damaged mower blades, uneven or unclean mower decks, improperly inflated tires, and high mowing speeds will not be acceptable. If the mowing quality is below the standard stated in this RFP, the Contractor shall adjust the mowing practices in order to meet these standards and as directed by the Project Manager.

The Contractor shall ensure their staff operate equipment at appropriate engine and mower speeds that result in quality and acceptable turfgrass cuts. The City reserves the right to inspect mowing equipment and operating procedures at any time. Uneven cuts or streaking (thin strips of uncut grass) will not be permitted and the Contractor shall provide an even cut at all times or within 24 hours of the City's Project Manager bringing the issue to the attention of the Contractor.

To help prevent contamination and the spread of fungus, disease, and weeds in turfgrass areas, the Contractor shall thoroughly clean and sanitize per industry standards all equipment that was used at another site prior to mowing or edging any areas on the next site. The City reserves the right to request that equipment is washed prior to any mow cycle and at any frequency. This cost is at the

Contractor's expense. The City reserves the right to conduct periodic inspections for conformance.

### **Inspection and Acceptance**

All items and/or invoicing are subject to final inspection and acceptance by the City of Lancaster. Final inspection will be made within a reasonable time after receipt of items and services hereunder. The City reserves the right to withhold payment until inspection and acceptance of all work.

### **Excess Procurement Liability**

The Contractor shall be liable to the City for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Contractor hereunder, should the Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such re-procurement expense obligation by the Contractor shall be limited to the excess over the price specified herein for such items or services.

### **Indemnification**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened 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 provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, 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 therefrom;
  
- c. 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 in such action or proceeding, including but not limited to, legal cost and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so, Contractor shall be fully responsible to indemnify City hereunder; and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional service hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of the Agreement.

### **Method of Payment and Invoicing**

Payment will be made to the Contractor for all work performed and completed to the satisfaction of the City within thirty (30) days of invoicing by the Contractor. The Contractor shall invoice the City after the work has been completed and within thirty (30) days of completion of work. No advance payments shall be made to the Contractor. The Contractor shall provide a monthly invoice for all work performed, for each Category and Sub-Category listed separately as shown in **Appendix E: Proposed Schedule of Pricing**. The work performed each month must be identified in detail with each invoice. All payment requests for extra work must be accompanied by the City's written request for such work.

### **Adjustments to Contract**

Cost Adjustments: Cost adjustments for the second and subsequent years will be made to the Contractor's annual prices using the annual indexes of the Consumer Price Index of all Urban Consumers (CPI-U), Los Angeles Region as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made the first month of each new contract year.

The Contractor shall make in writing a request of the City for any cost adjustments sixty (60) days prior to the end of the current contract year.

Extension of Contract: sixty (60) days before the end of the initial term of this contract, the Contractor shall advise the City in writing of its desire to have the term of the contract extended for an additional one (1) year period.

Approval of any contract extension is at the sole discretion of the City. Upon approval, the

subsequent term will commence on the first month of the new contract term.

### **Insurance**

See **Appendix H: Sample Agreement** for language and sample of coverage and limits of insurance.

### **SECTION 3. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **General**

The purpose of these specifications is to provide details and specifications so the Contractor can provide complete and effective landscape maintenance and service to all areas listed in the RFP. It shall be the Contractor's responsibility to furnish and maintain all tools, equipment, labor, materials, and services necessary for the satisfactory performance of the work set forth in these specifications.

The Contractor is to provide Landscape Services to the parks and facilities identified in this RFP and **the Appendices**. The Specifications of each task, as also listed in **Appendix E: Proposed Schedule of Pricing**, include (but are not limited to):

- General Landscape Maintenance Services to Parks and Facilities
  - Mowing, edging, line trimming of all turfgrass; general clean up
  - Planter and shrub bed maintenance (weed and trash removal, shrub and plant maintenance)
  - Weed abatement
  - Pest control
  - Cleaning of playground surfaces, decomposed granite planters, and hard surfaces
  - Other activities associated with landscape maintenance
- Community Homes Maintenance
  - General landscape services; general clean up
  - Weed abatement
- Aeration and fertilization of turf
- Additive alternates
  - Wash and brush hardcourts
  - Semiannual weed control

#### **Base Scope of Work Details**

Mow dates and schedules:

From the beginning of March to the end of October: Turfgrass areas shall be mowed weekly at 2” height. Sports turfgrass shall be mowed twice per week at 1 ½” height.

From the beginning of November to the end of February: Turfgrass areas shall be mowed every other week at 2” height. Sports turfgrass shall be mowed every week at 1 ½” height.

The City reserves the right to adjust mow dates, mow schedules, and mow heights pertaining to seasonal and temperature conditions and as needed.

Sports turfgrass shall be defined as: all turfgrass at the Lancaster National Soccer Center, eight (8) softball fields at Sgt. Steve Owen Memorial Park, and two (2) baseball fields at Rawley Duntley Park. See **Appendices** for details. Sports turfgrass mow height may be decreased or increased at the discretion and need of the City and the City shall provide the Contractor one week’s notice for any turfgrass height changes.

Per instructions in this RFP, all excessive grass clippings shall be removed by the Contractor after each mowing cycle or within 24 hours of request, at Contractor’s expense.

When turfgrass cannot be mowed on the scheduled day—due to weather, or other circumstances—the turfgrass shall be mowed as soon as conditions or circumstances permit, or at the direction of the City’s Project Manager. Depending on site conditions and the height of turfgrass at the time of mowing, the Contractor shall adjust the cutting height so that no more than 1/3 of the turfgrass blade is removed in a single mowing, unless otherwise directed by the City’s Project Manager. The Contractor shall inform the City’s Project Manager immediately in writing when turfgrass cannot be mowed on the scheduled day or at the prescribed height.

The entire property shall be cleaned of turfgrass cuttings, debris, etc. on the same day as mowed. This includes, but is not limited to, parking lots, gutters, sidewalks, patios, plazas, hardcourts, etc. Blowing or sweeping trimmings and debris onto the street, parking lots, hardcourts, plazas, sidewalks, and other non-turfgrass areas will not be permitted.

Areas within the turfgrass that cannot be reached with a mower shall be trimmed using a string trimmer. Turfgrass trimmed with a string trimmer shall be trimmed down to the same height as the surrounding turfgrass that has been mowed using a mower. This trimming includes, but is not limited to, grass along or around walls, fences, foundations, trees, shrubs, poles, tree basins, guy wires, valve boxes, utility boxes, or any other object within turfgrass areas.

All irrigation boxes, utility boxes, valve boxes, vaults, and other relevant objects within turfgrass shall be trimmed and exposed to clear view **every other mow cycle** using a string trimmer. The purpose is for these items to remain visible and exposed year-round. All curbs, sidewalks, and edges of turf shall be edged **every other mow cycle** using a lawn edger with a

metal blade. Using string trimmers for edging curbs, sidewalks, and edges of turf will not be permitted.

While mowing, trimming, or edging, special care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings, light poles, utilities, amenities, buildings, or structures. If damage is caused by the Contractor, the Contractor shall be responsible for the cost of inspections, repairs, and replacement of the damaged item. The Contractor shall report any damage immediately to the City's Project Manager. The City reserves the right to approve inspection, repair, and replacement methods proposed by the Contractor.

If turfgrass is too wet, too dry or too icy, the Contractor shall report these conditions to the City's Project Manager in writing immediately. The contractor shall not mow turfgrass areas under these conditions or that are saturated or muddy. However, the City may request that the Contractor use a string trimmer in those areas to provide a uniform appearance of the turfgrass.

### **Clean-Up and Litter Control**

All turfgrass clippings, turfgrass edging debris, tree and shrub trimming debris, other debris, leaves and branches as a result of routine maintenance functions or as naturally occurring shall be collected and removed by the Contractor during each site visit.

All debris along gutters within the Contractor-assigned work areas shall be removed and disposed of by the Contractor during each site visit. Disposing of trimmings, cuttings and debris into public streets, sidewalks or gutters will not be permitted. All walkways will be kept clean and accessible to foot traffic. The Contractor shall not use water to clean sidewalks or walkways.

The following areas shall be cleaned on a weekly basis preferably with the use of backpack blowers: all parking lots, curb and gutter, sidewalks, pathways, hardcourts (tennis, pickleball, basketball, volleyball), and any other assigned areas in the open which collect debris. The use of commercial ride-on vacuums or sweepers is acceptable where appropriate and practical, and upon approval of the Project Manager.

### **Cleaning Procedures for Playground Areas, Decomposed Granite Hardscapes, and Hard Surfaces**

Playgrounds: The Contractor shall clear debris, decomposed granite (DG), sand, wood chip and other materials from playground flooring on a weekly basis. Blowing or sweeping are acceptable methods; use of water for this purpose is not permitted.

Hardscapes and Hardcourts with Adjacent Decomposed Granite Areas : The Contractor shall clear debris, sand, decomposed granite, and other materials from walkways, sidewalks, asphalt areas, and concrete areas (including hardcourts) adjacent to decomposed granite planters or hardscapes on a weekly basis. Blowing, sweeping, or vacuuming are acceptable methods; the use of water for this purpose is not permitted.

## **Planters, Shrub Beds, and Hardscapes**

All Parks and Facilities detailed in the **Appendices** have planters, shrub beds, and/or hardscape areas within them and these areas shall be part of the scope of work of this RFP. Planters, shrub beds, and hardscape areas assigned to the Contractor shall be maintained to have a clean, properly maintained, and healthy appearance year-round. **The Contractor shall provide maintenance to all assigned planter areas, shrub beds, and hardscapes on a weekly basis.** Regular maintenance includes weed control, pruning, trash and debris removal, and pest control. It is the Contractor's responsibility to keep all assigned areas free from weeds, fallen leaves, litter, pests, and debris, which shall be removed completely during each maintenance visit.

General Pruning Criteria: Pruning is the process when individual branches are cut selectively to remove certain parts of a plant, including branches and buds. The Contractor shall prune shrubs as part of routine maintenance and remove the branches and foliage that are: dead; nonproductive; damaged or diseased; obstructing walks or drives; obstructing required utility access; and obstructing required traffic safety sight clearance setbacks. Goals of pruning include: to remove errant branches which detract from their natural form; to aesthetically differentiate shrub types; and to differentiate mass with another shrub type mass, trees, or groundcover. Shrubs should be pruned as needed so that the portion of the branches removed does not exceed six to eight inches in length. Shrubs to be pruned are located in planters and shrub beds that do not serve as hedges or topiaries.

General Shearing Criteria: Shearing is a form of pruning that involves removing the soft, new growth of shrubs and plants. The Contractor shall shear only hedges and topiaries with the use of electric hedge trimmers or manual shears. The form or shape of sheared plants shall be the choice of the City's Project Manager.

Any shrub with half or more of its total foliage mass dead or dying should be brought to the attention of the City's Project Manager and **removed as directed at the Contractor's expense.** The Contractor shall make a careful analysis of conditions which caused or contributed to the plant's decline. Any detrimental site condition that can be corrected should be accomplished by the Contractor prior to installing any replacement shrub. If irrigation issues are the cause of detrimental conditions, the City shall be responsible for the cost or completion of repairs prior to installing new shrubs.

Replacement of Plants: If damage that results in the death (or life-threatening condition) of any plant, as consequence of the Contractor's negligence, the Contractor is responsible to remove and replace the plant(s) at their cost. If plants are damaged or die due to causes other than Contractor negligence, the City is responsible for the cost of removing and replacing the plant(s). The Contractor shall provide an estimate for hourly rates for this type of work as part of their bid. The City shall provide the Contractor prior approval for the replacement of plants.

### **Weed Control: Abatement and Removal**

The Contractor is responsible, and shall strive for, one hundred percent (100%) elimination of



weeds. The Contractor is responsible for weed abatement and weed removal of all assigned areas, as detailed in the **Appendices**. These assigned areas include, but are not limited to, planters, shrub beds, hardscapes, parking lots, roads, curb and gutter, sidewalks, concrete plazas, hardcourts, fence lines, jogging paths, ballfield infields, and ballfield warning tracks. Weed infestations in these areas (including cement or asphalt cracks, expansion joints, and along walls and fences adjacent to work areas) shall be controlled by chemical, mechanical, or manual methods and removed immediately upon discovery.

During the second week of January of each contract year, the Contractor shall provide the City with a Weed Control Plan that shows how the Contractor will address weed control as specified herein. The Plan must include the weed control methods to be used by the Contractor including, but not limited to, method of removal of weeds, herbicide application, preemergent application, and weekly abatement plans. In addition to the plan, the Contractor shall apply pre-emergent and post-emergent (contact) herbicides seasonally and as necessary to abate weeds as they appear.

Weeds in turfgrass areas are not the responsibility of the Contractor; the Contractor's responsibility is to report the presence of weeds within turfgrass areas to the Project Manager as soon as they discover them.

The application of herbicides shall be in accordance with a program designed by a State licensed Pest Control operator and approved by the City's Project Manager. The application of herbicides shall be in accordance with the product manufacturer's guidelines and instructions. For each occurrence of herbicide application, the Contractor shall submit a **Pesticide/Herbicide Application Report** which contains relevant information including, but not limited to: applicator name, location of application, type and quantity of chemical used, and target pest. See **Appendices** for Sample Report.

### **Pest Control**

Rodents: the Contractor is responsible for keeping all assigned areas, as detailed in the **Appendices**, free and clear of pest infestations at all times. Target pests include, but are not limited to, burrowing squirrels and gophers. The Contractor shall develop and implement a continual pest control program which monitors assigned areas frequently and immediately treats and removes pests from those areas. Such program shall be developed by a State-licensed pest control operator, be in accordance with regulations of the State of California, and be approved by the City's Project Manager.

When infestation issues are discovered or reported to the Contractor, the Contractor shall address the issues within one week of pest discovery with the use of a State-licensed pest control operator. If the reported infestation issues are at and within Sports Turfgrass (as defined in this RFP), the Contractor shall address issues within 48 hours. A timeline for infestation mitigation shall be provided to, and agreed upon by, the City's Project Manager in writing. Strict adherence to the timeline shall be observed by the Contractor.

The Contractor is responsible for filling holes and eliminating mounds that resulted due to pest

invasion or infestation on all Turfgrass and Sports Turfgrass weekly and within 24 hours of discovery or notification by the Project Manager.

Plant and Shrub Pest Control: The Contractor shall inspect all plants in planters and shrub beds monthly for fungus and insect infestation, and report results to the City's Project Manager via a monthly report. See **Appendices** for report sample.

Should the City decide so, the Contractor may apply herbicide or insecticide to affected Plant and Shrub areas. The City shall bear the cost of the herbicides or pesticides, and the labor cost for such application. **The Contractor shall provide an estimate of labor cost for this type of operation as part of the bid.** If the Contractor is selected for herbicide or pesticide application, the Contractor must do so in accordance with a program designed by a State-licensed Pest Control operator, and approved by the City's Project Manager.

For each occurrence of herbicide or pesticide application, the Contractor shall submit a **Pesticide/Herbicide Application Report** which contains relevant information including, but not limited to: applicator name, location of the application, type and quantity of chemical used, target pest. See **Appendices** for Sample Report.

### **Community Homes**

The Contractor shall provide landscape maintenance services to ten (10) community homes around Lancaster. The Contractor shall follow the turfgrass maintenance requirements detailed in **Section 2: Turfgrass Maintenance and Section 3: Base Scope of Work**, which include mowing frequency, mow height, edging and line trimming specifications, and clean up procedures. Additional details (including procedures to access front and back yards) will be discussed during pre-construction meeting with the selected contractor.

Scope of work for each Community Home includes, but is not limited to, mowing turfgrass; edging turfgrass perimeters; edging around trees and any other objects within turfgrass; remove weeds and trash from planters; trim shrubs; clean up all surrounding areas of debris generated by the landscape operation; and pest control.

### **Turfgrass Aeration**

All turfgrass areas detailed in the **Appendices** shall be aerated by the Contractor four (4) times per year. Aeration cycles shall take place during the last week of each of the following months: March, May, August, and October (or when directed by the Project Manager). The Contractor shall provide the staffing and equipment necessary to aerate all sites and shall assume the cost of doing so. The Contractor shall provide the City with a schedule of aeration a minimum of two weeks in advance of said operation.

The Contractor shall be responsible for marking all irrigation heads, valve boxes, and other City assets in the pathway of the aerator with highly visible marking flags so as not to damage these assets during the aeration operation. The Contractor shall be responsible for all damages to City assets that result from the Contractor's aeration operation. The Contractor shall immediately

report all damages to the City's Project Manager. All repair and replacement parts shall be approved by the City's Project Manager.

Aeration equipment shall be of a commercial type, equipped with aerating blades of the slicing type. The precise type of slicing blade (width, length) shall be approved by the Project Manager prior to each aeration cycle. The City reserves the right to inspect and approve aeration equipment prior to each use. Aeration equipment and blades shall be adjusted and operated in a manner which allows the blades to enter and exit the turfgrass without causing visible damage to the turfgrass. Aeration shall be performed to a depth between 4 inches and 6 inches. If this depth is not achieved, the Contractor shall restart aeration operations and ensure the required depth is met. Failure to meet the requirements of Turfgrass Aeration shall trigger the Liquidated Damages clause stated herein.

### **Turfgrass Fertilization**

All turfgrass areas detailed in the **Appendices** shall receive fertilizer applications four (4) times per year. Fertilizer application shall take place during the first week of each of the following months: April, June, September, and November (or one week after each of the Aeration cycles have taken place, or when directed by the Project Manager). The City shall provide the fertilizer and the fertilizer application rates for each site; fertilizer shall be of granular type. Fertilizer application shall occur after the mow day of the week. The Contractor shall follow fertilizer manufacturer's instructions for proper application.

The Contractor shall provide the staffing and equipment necessary to spread fertilizers and shall assume the cost of doing so. Fertilizer spreader must be of a commercial type, capable of the following: spreading granular fertilizer; pattern and settings adjustments to guarantee that fertilizer is spread evenly and as intended; accurate metering of fertilizers; and meeting the City's fertilizer application rate requirements. The City's Project Manager must approve the type of equipment prior to use. Fertilizers shall be of the granular type; no liquid fertilizers shall be applied to turfgrass.

The Contractor shall strive to ensure that fertilizer granules end up in the targeted areas and not in unintended areas. Target areas are turf or areas with plants that have been selected for fertilization. Unintended areas are hard surfaces or areas without plants that are not selected for fertilization. After each fertilizer application, the Contractor shall remove from all sites any fertilizer granules that end up on unintended areas as result of the fertilizing operations. Blowing or sweeping of the granules back into target areas is acceptable. Disposing of fertilizer granules into gutters, drainage channels, or any other unintended area is not permitted. The use of water to wash fertilizer granules off of unintended areas is not permitted.

The Contractor shall provide the City with a schedule of fertilization for each site a minimum of two weeks in advance of said operation. Any variations to the fertilization schedule shall be approved by the City's Project Manager. Failure to meet the Turfgrass Fertilization requirements as detailed herein shall trigger the Liquidated Damages clause.

## Tree Maintenance

The Contractor is not responsible for tree trimming services throughout parks and facilities. The Contractor is responsible for the following Tree Maintenance functions:

- The Contractor is responsible for pruning branches that are seven feet or closer to the ground (and one inch or less in diameter), and/or when such low hanging branches present a hazard to pedestrians.
  - If branch is more than one inch in diameter, the Contractor shall not prune and shall immediately inform the Project Manager in writing of exact location and condition of tree.
  - Pruning should be just enough to cause the branch to rise above seven feet above ground. Contractor shall not remove more than twenty five percent (25%) of the total tree foliage during a single pruning effort.
  - Contractor shall inform the City's Project Manager in writing on a weekly basis of any dead or dying trees, broken branches that are not reachable by the Contractor's pruning efforts, broken or missing tree stakes, unsecured tree stakes, diseased trees, and any other abnormal or concerning tree condition.
- If Contractor is responsible for the damage to any tree, Contractor shall have the tree(s) inspected by a Certified Arborist at Contractor's expense and with Project Manager's approval. After City approval, the Contractor shall proceed with the Arborist's recommendation. If Contractor is responsible for the death of a tree, Contractor shall replace the tree with another tree. Project manager will provide recommendations on the type, age, species, and location to plant the tree. All costs associated with damage, assessment by Arborists, repair, and replacement of trees and associated items shall be the responsibility of the Contractor. All trees shall be properly staked or guyed by the Contractor to ensure their initial structural stability.
- If Contractor shall replace trees due to Contractor negligence, Contractor shall follow these tree replacement requirements:
  - Trees should be removed in a safe manner.
  - Stumps should be ground to a minimum of eighteen inches (18") below finish grade, unless tree is being replaced, in which case stump shall be removed completely.
  - Wood chips from stump grinding should be removed and the cavity void backfilled with topsoil. The topsoil placed in the cavity should be prepared, compacted and fine graded suitable for replanting.
  - Any drainage component, irrigation equipment item or construction feature that

was damaged by the tree removal process shall be repaired or replaced.

## **Irrigation System Maintenance and Repairs**

Contractor is not responsible for irrigation system maintenance with the following exception:

- Contractor is responsible for repairs to irrigation systems damaged due to Contractor's operations or negligence. If irrigation systems need to be replaced due to Contractor's negligence, Contractor shall replace all necessary components. Costs for such repairs or replacements, including labor and parts, are the Contractor's responsibility. The City's Project Manager shall approve the brand, type, size of components or parts prior to Contractor installing them.

As a standard practice, the City should have the Contractor formally acknowledge receipt of the irrigation system in good working order at the beginning of the contract period. At the close of the contract period, all irrigation systems should be checked by City staff. The Project Manager will schedule walkthroughs for irrigation system inspection at the appropriate times.

## **Graffiti**

The Contractor is not responsible for removing graffiti. The Contractor shall report all graffiti in contract areas immediately upon discovery and in writing to the City's Project Manager.

## **Reports**

The Contractor will be required to submit weekly and monthly reports and other reports as instructed by the Project Manager. The reporting details and frequency will be specified during the pre-construction meeting. Sample Reports are in the **Appendices**.

## **Additive Alternates**

The City's intent is to clearly identify between the Base Bid Items and Additive Alternates (Add Alternates) so that the Contractor can provide a price for Base Bid and Add Alternates separately and as requested in **Appendix E: Proposed Schedule of Pricing**. There are three (3) Add Alternates in this RFP and they are as follows:

### **1. Wash & Brush**

**Wash & Brush:** The Contractor shall use low pressure water and standard deck brushes to clean all hardcourts **once per month** and as detailed in the **Appendix D: Wash and Brush Hard Surfaces - Locations**. Water pressure shall not exceed 100 psi when directed at the hardcourt surfaces. The Contractor shall not use any chemicals which may damage, deteriorate, stain, remove, or compromise the condition of epoxy finishes of the hardcourts. The Contractor shall remove all standing water when finished and prior to leaving the work areas.

The Contractor is responsible for repairs, replacements, and damage of hardcourt components (i.e.

epoxy finishes, court lines) as result of Contractor's Wash & Brush operations. The locations of the hardcourts to be washed and brushed include: American Heroes Park, Deputy Pierre Bain Park, Jane Reynolds Park, Rawley Duntley Park, Sgt. Steve Owen Memorial Park, Skytower Park, and Whit Carter Park.

## **2. Semiannual Weed Control**

### Clearing of Fence Lines:

The Contractor shall remove weeds and debris alongside all fence lines identified in the Exhibits, at a width of six (6) feet starting at the fence line. The Contractor shall remove the weeds and debris four (4) times per year. Each visit shall occur during the second week of the following months: March, June, August, and November. The City reserves the right to modify this schedule and shall give the Contractor two weeks' written notice if doing so. The Contractor can request a schedule modification in writing from the City; the City will approve at its discretion.

Sites with Fence Lines that will need clearing are identified in the **Appendix B** and include, but are not limited to: Prime Desert Woodland Preserve, the Preserve at Rawley Duntley Park, Whit Carter Park, and Lancaster National Soccer Center.

### Weed Abatement in Drainage Channels and Miscellaneous Lots:

- Soccer Center drainage channels: At the Soccer Center, the East Fields and West Fields Drainage Channels will need to be cleared of weeds and debris in their entirety semiannually: once in April and once in November. The Contractor shall apply contact herbicide and preemergent as weed control during each service visit.
- Soccer Center solar lot: At the Soccer Center, the Solar Lot shall be cleared of weeds and debris in its entirety semiannually: once in April and once in November. The Contractor shall apply contact herbicide and preemergent as weed control during each visit.

See **Appendix B** for the locations of these sites.

## **3. Power Wash Hard Surfaces**

The Contractor shall use power washing equipment to power wash the horizontal areas identified in **Appendix C** quarterly or four (4) times per year. Water pressure shall be at least 3,000 psi and Contractor shall remove all unwanted items, including: dirt, gum, oil, marking paint, and any other matter that is not intended to be on the surface. The use of steam and hot water is acceptable and subject to prior approval by the City's Project Manager.

Non-hazardous and biodegradable cleaning and sanitizing products shall be used as well. The use of chemicals or other products not approved by the City is prohibited.

The Contractor shall protect the work area by using barricades, cones, or caution tape to prevent unintended access by the public. The Contractor shall provide the Project Manager with a

cleaning schedule one week prior to commencing work. All cleaning schedules shall be approved by the City's Project manager

All necessary water, products and equipment shall be provided by the Contractor. The City will not provide water on site.

The areas to be power washed are detailed in **Appendix C** and include: American Heroes Park North and South gazebos, Jane Reynolds Park Skatepark, Jane Reynolds Park shelter, Mariposa Park shelter, Sgt. Steve Owen Memorial Park North and South concessions, Sgt. Steve Owen Memorial Park South shelter, Rawley Duntley park shelters (3 total), and Whit Carter Park gazebo.

### **Additional Work and Special Projects**

From time to time the City may request that the Contractor perform additional landscape services work, or special projects, that are not specifically detailed and are not part of the scope of work of this RFP. It is understood that this additional work and services are not part of the RFP and shall be quoted and billed by the Contractor separately and in addition to the regular landscape services. In such instances:

- The Contractor shall not use the labor force and equipment that is being used to fulfill the requirements and scope of work of this RFP and instead shall provide additional labor force and additional equipment to perform additional work or special projects.
- For each time that the City requests such additional work or special projects, the Contractor shall provide the City with a quote for the required services and await City approval prior to performing them.
- The Contractor shall provide details of Cost for Additional Work and Special Projects in the Bid Schedule as detailed in **Appendix E: Proposed Schedule of Pricing**

**SECTION 4      APPENDICES**

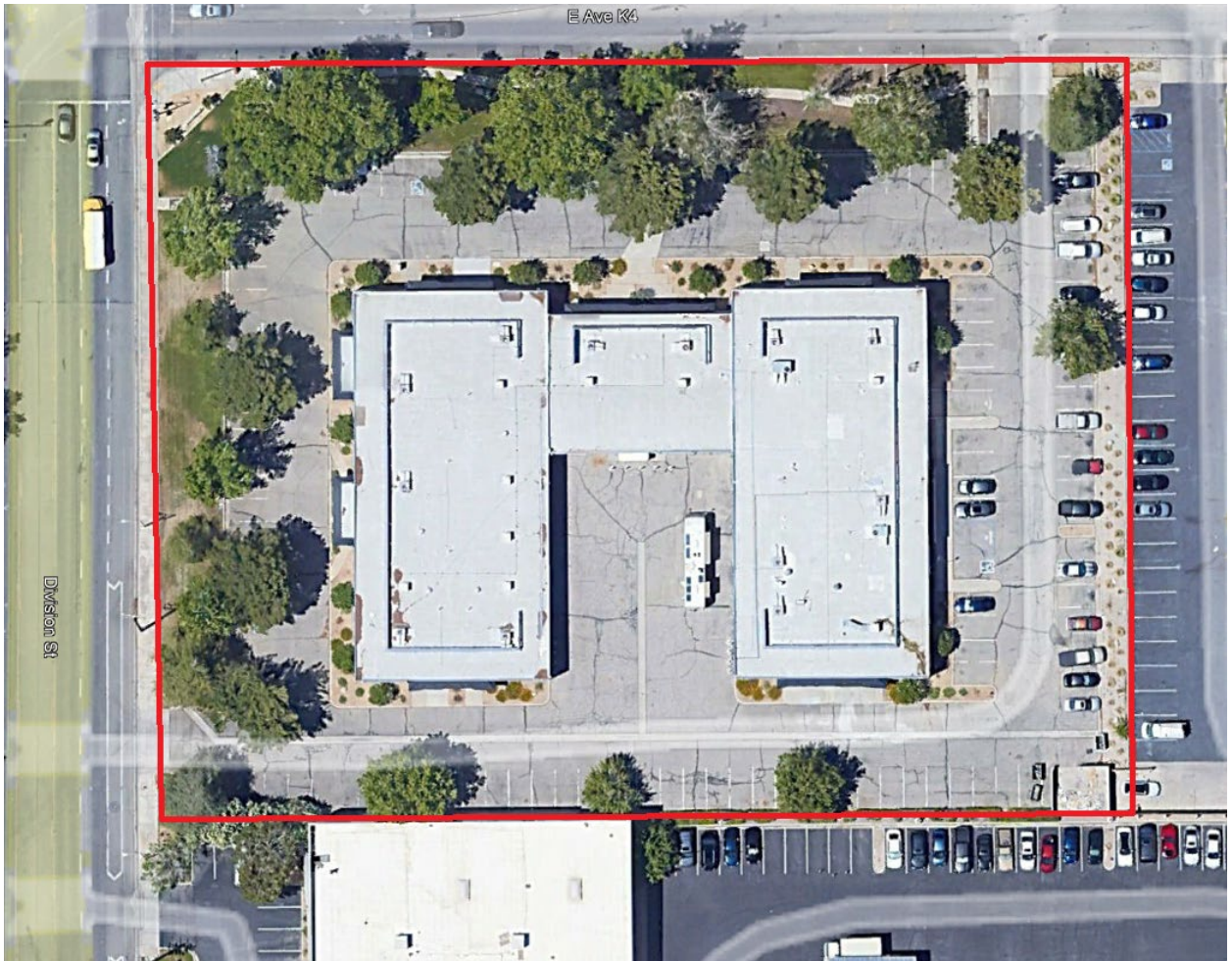


## **APPENDIX A: PARKS AND FACILITIES – LOCATIONS**

American Heroes Park



Business Incubator



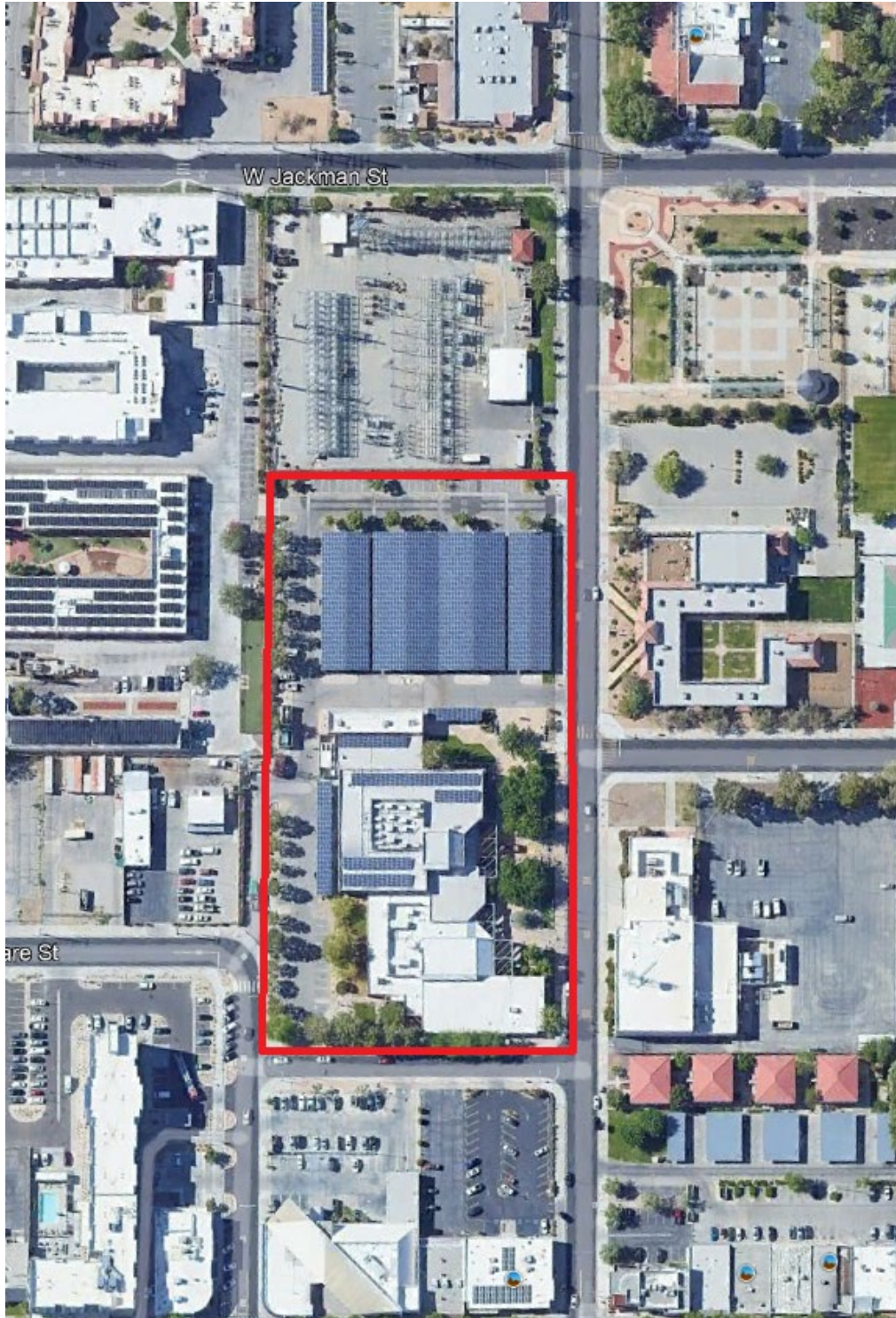


Cedar Center





City Hall





Deputy Pierre Bain Park

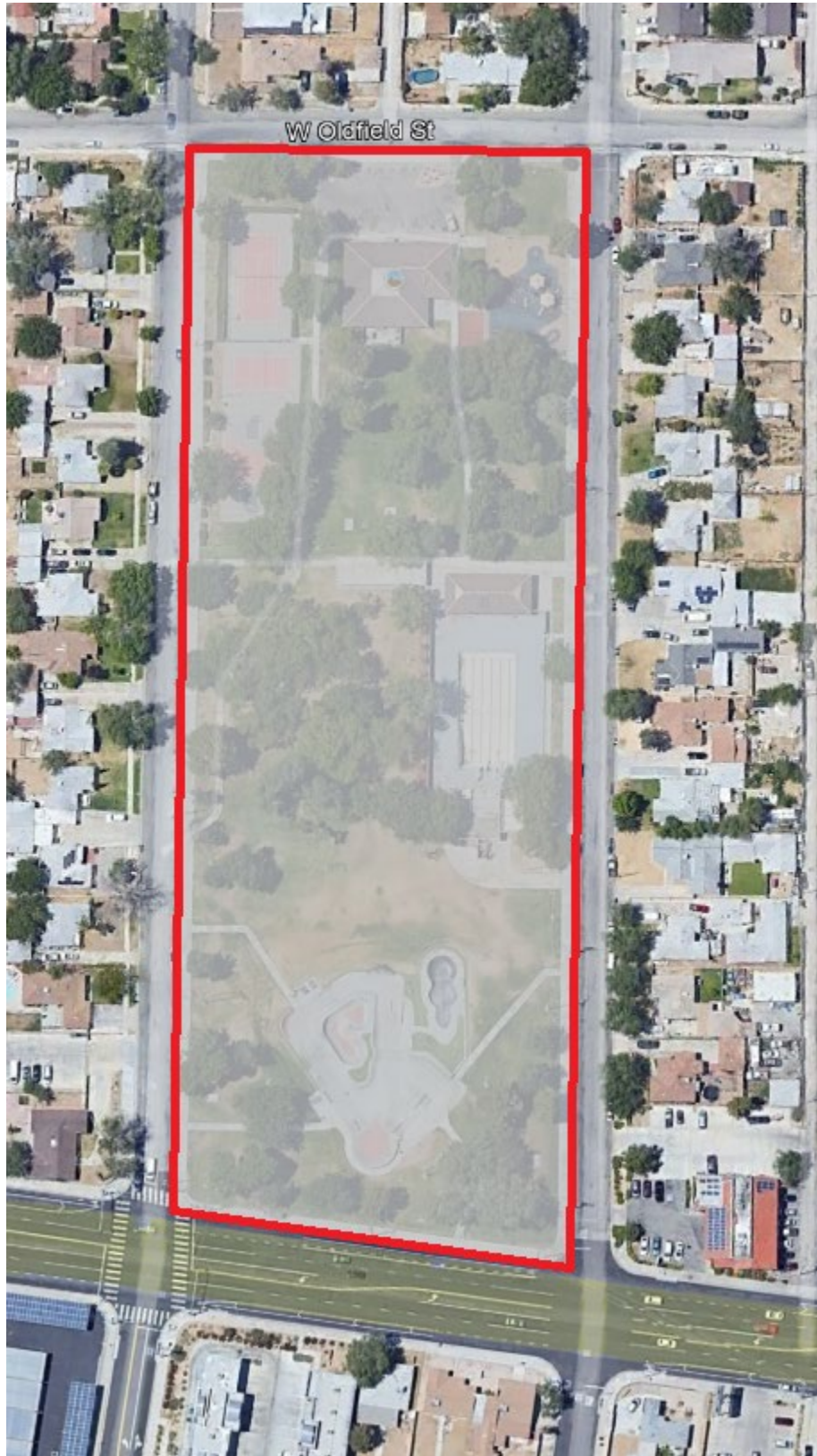


Forrest E. Hull Park



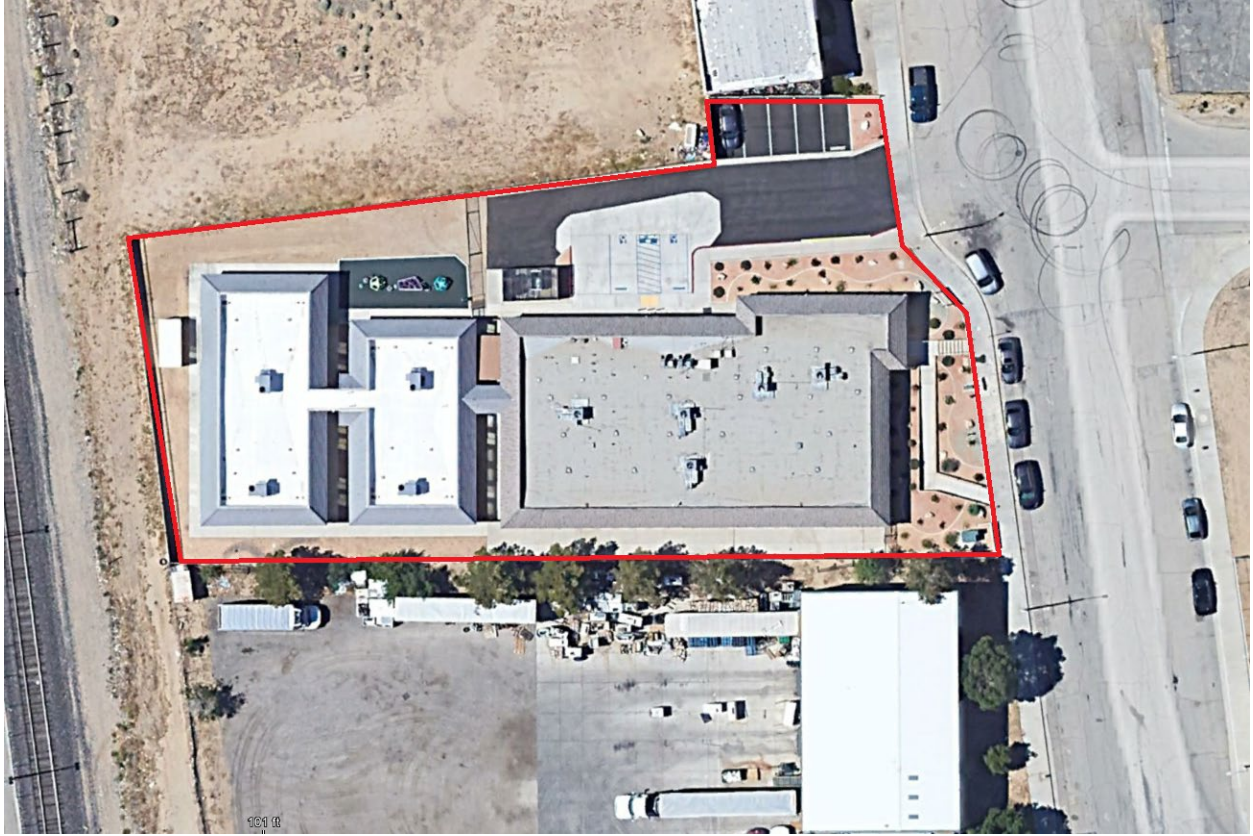


Jane Reynolds Park

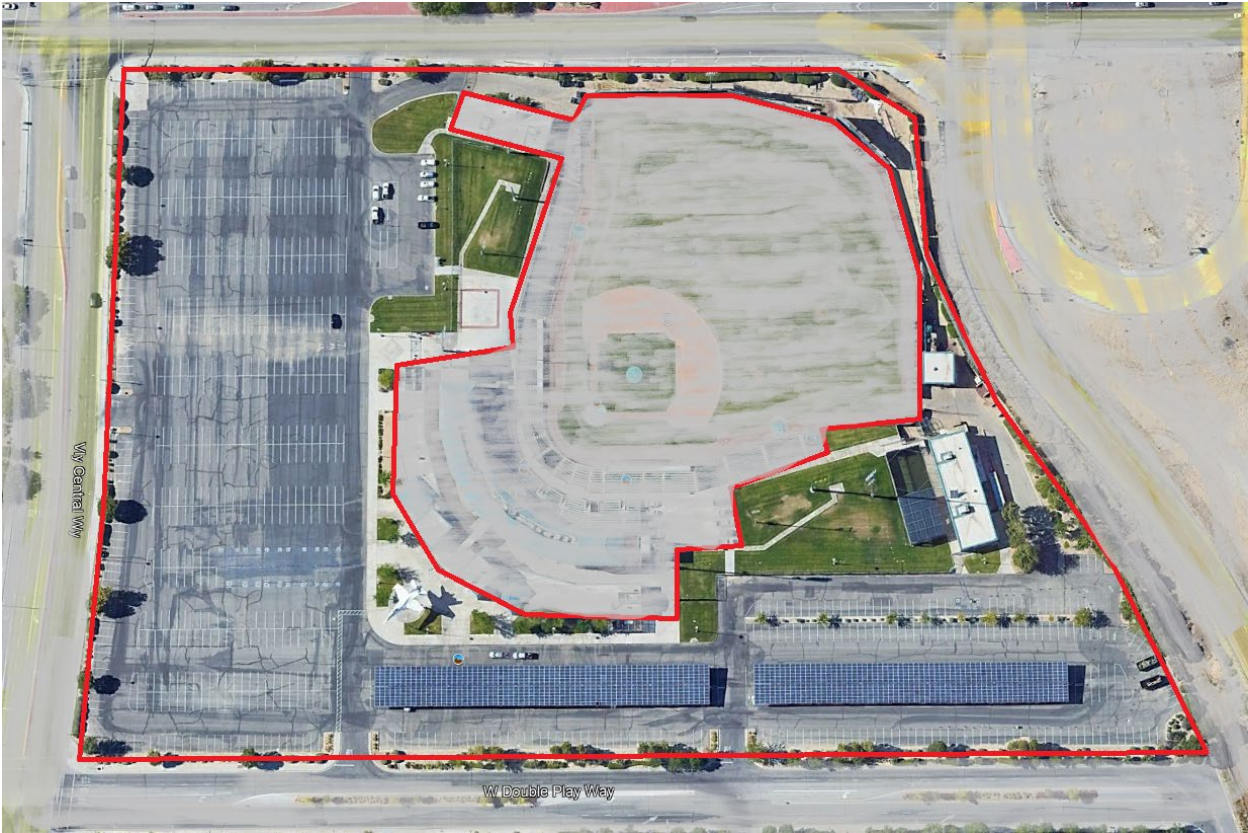




Lancaster Community Center

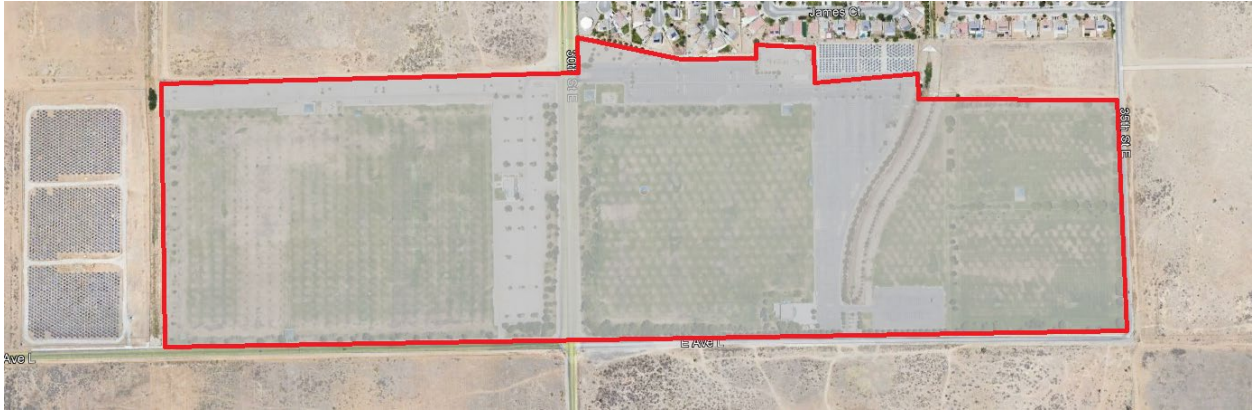


Lancaster Municipal Stadium



\*unshaded areas

Lancaster National Soccer Center

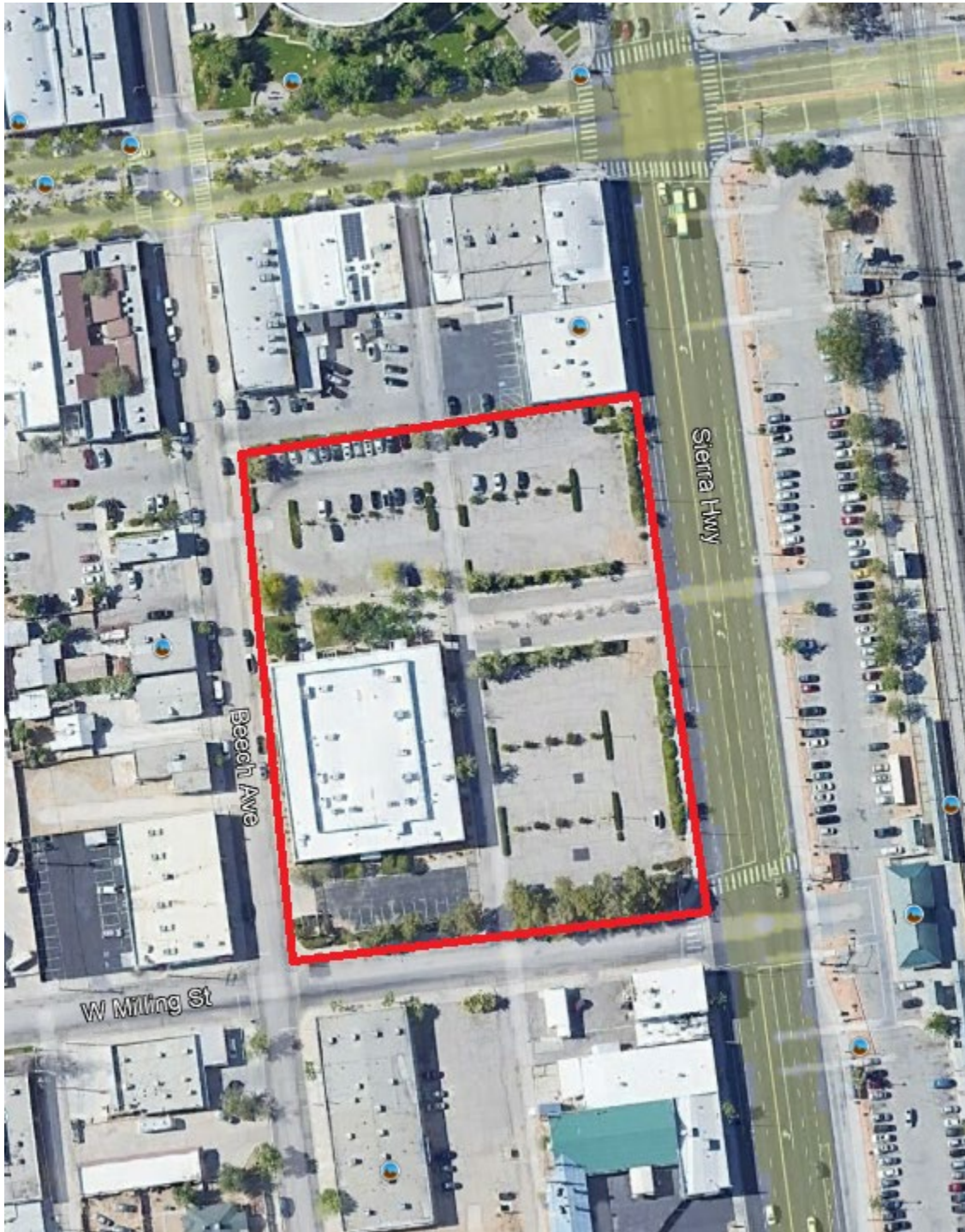




Lancaster Performing Arts Center



Lancaster Police Station





Lancaster University Center and Boys & Girls Club

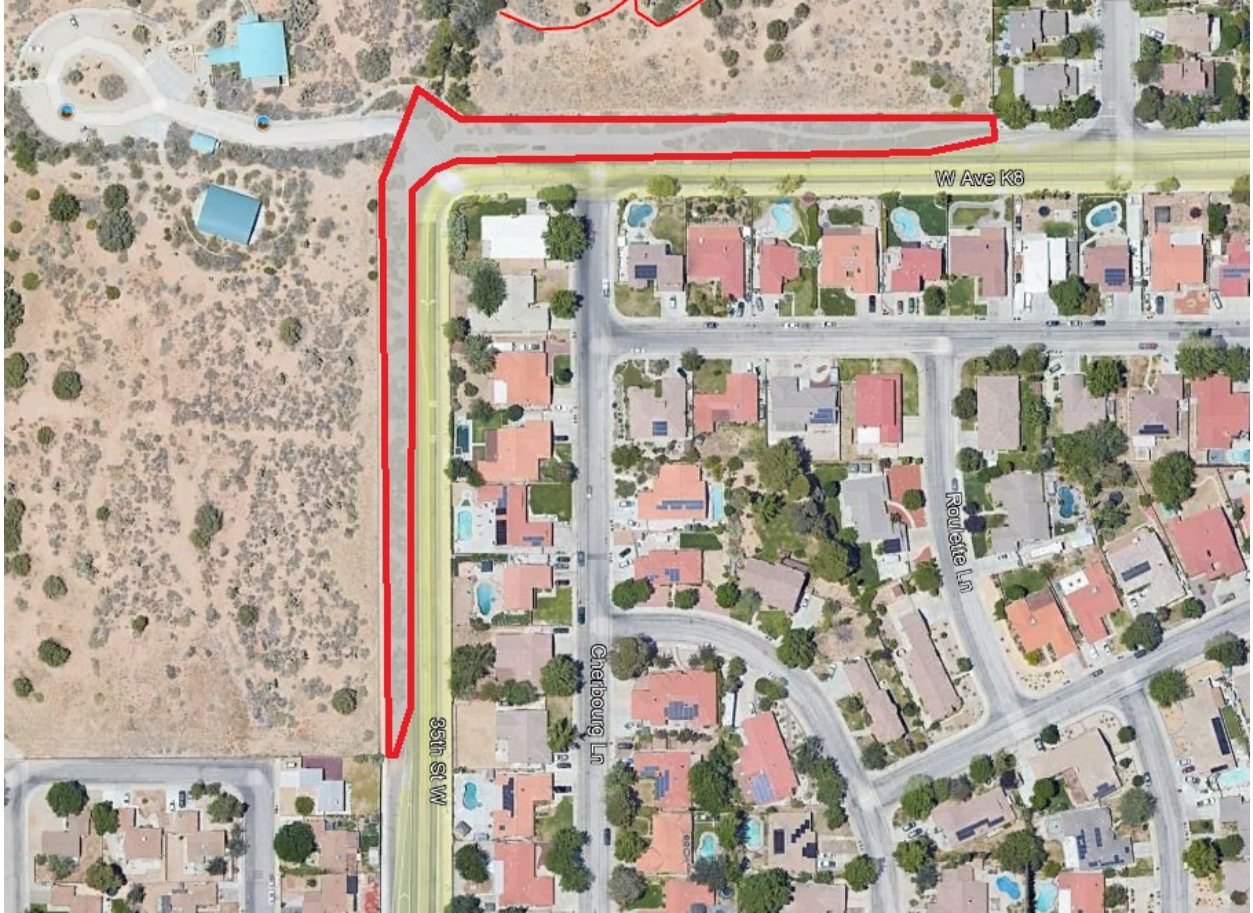


# Mariposa Park





Prime Desert Woodland Preserve





Rawley Duntley Park

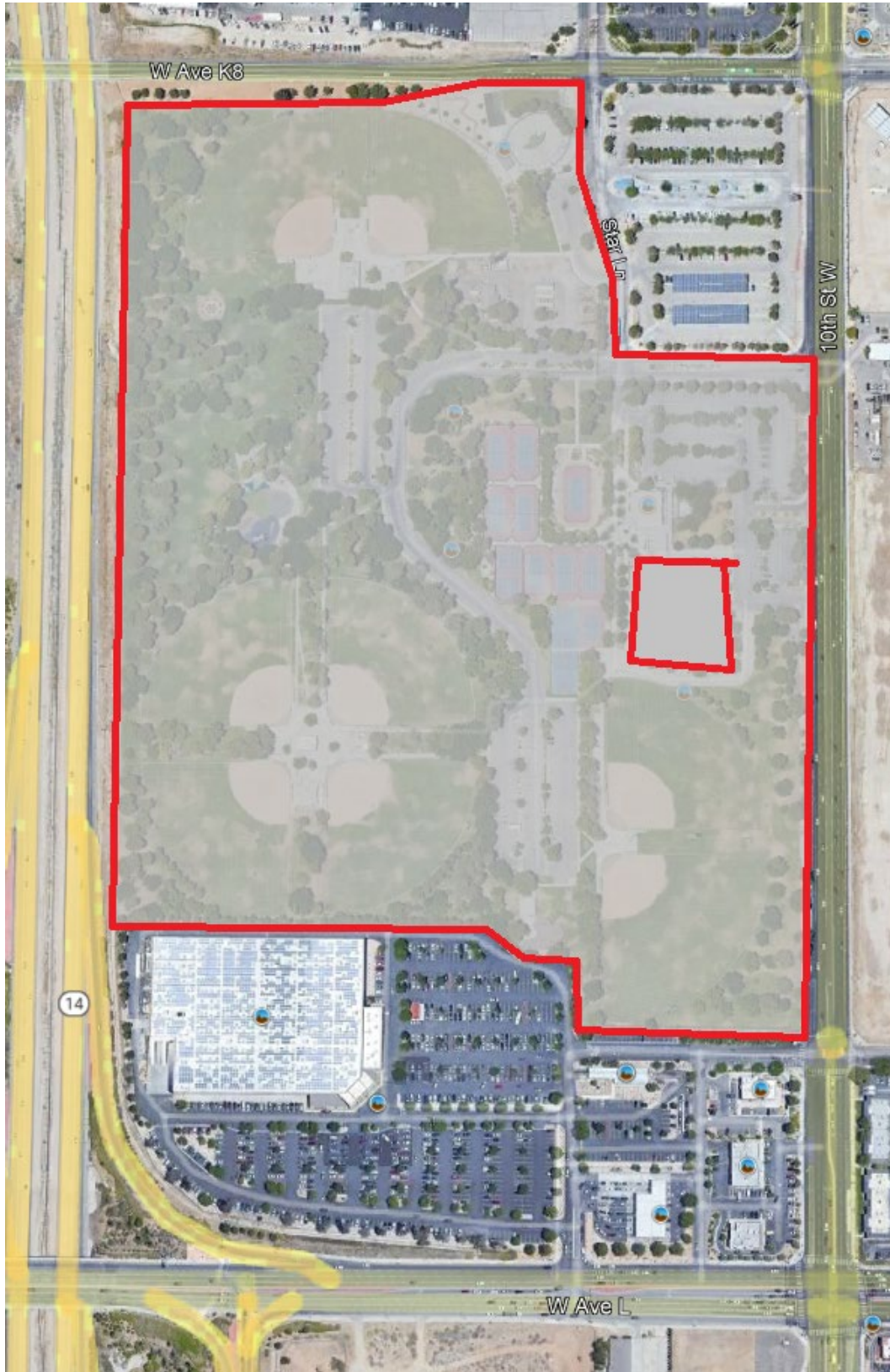


Samaritan's Purse Park (formerly El Dorado)





Sgt. Steve Owen Memorial Park



AVTA Transfer Station at Sgt. Steve Owen Memorial Park





Skytower Park



Tierra Bonita Park





Western Hotel Museum



Whit Carter Park





COMMUNITY HOMES  
43057 39<sup>th</sup> Street West



43028 Guyman Avenue





43745 12<sup>th</sup> Street West



45534 Gadsden Ave





45740 Kingtree Ave

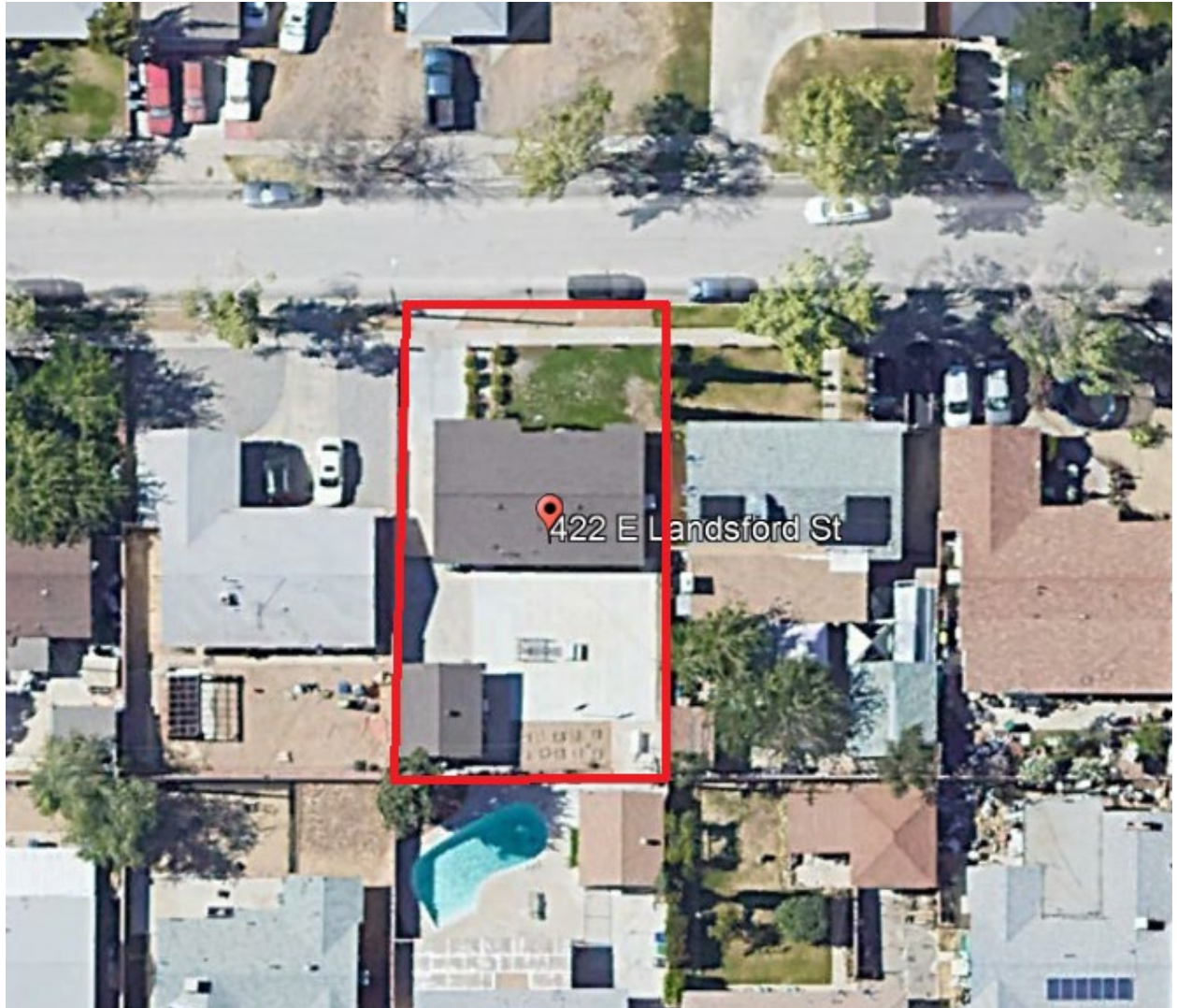


1102 West Avenue H-5

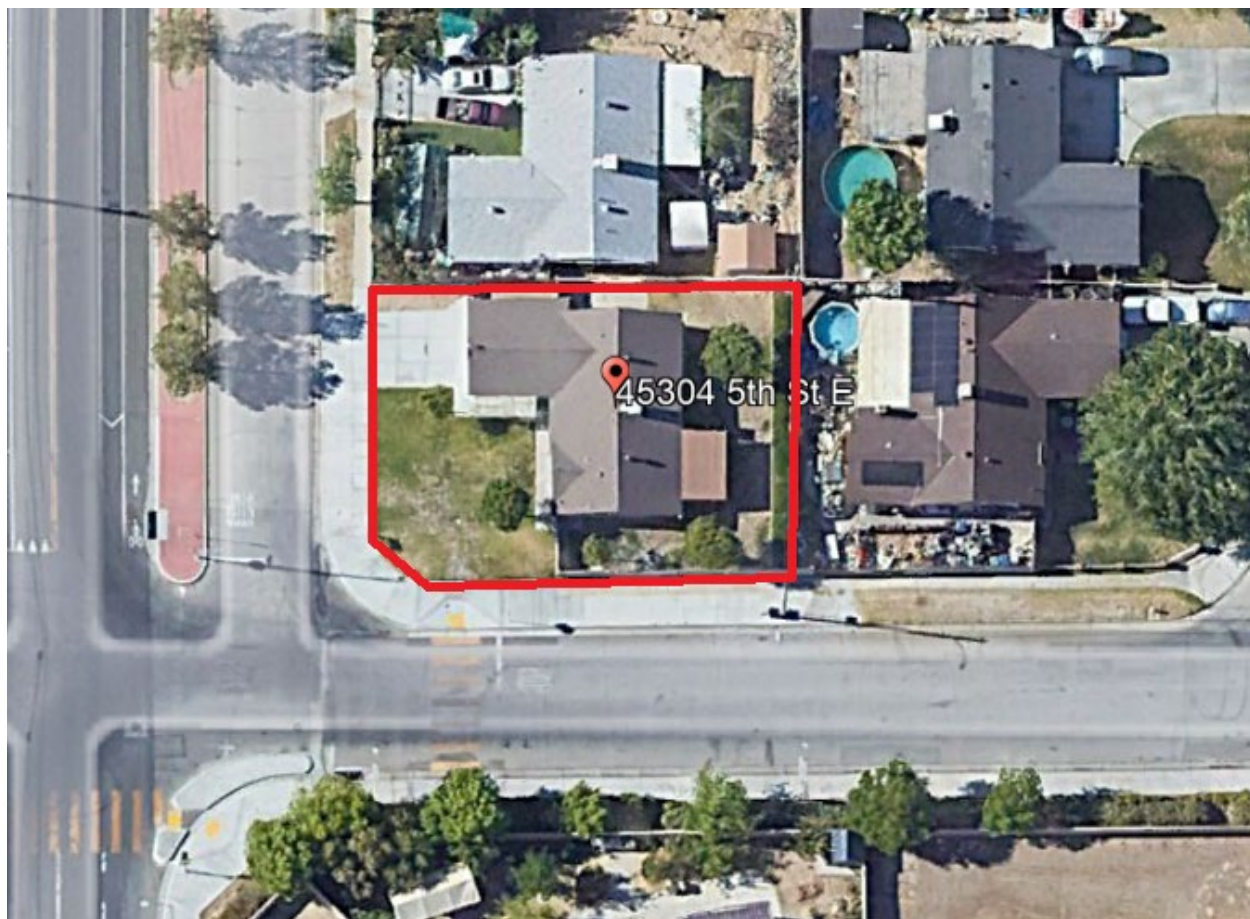




422 Landsford Street

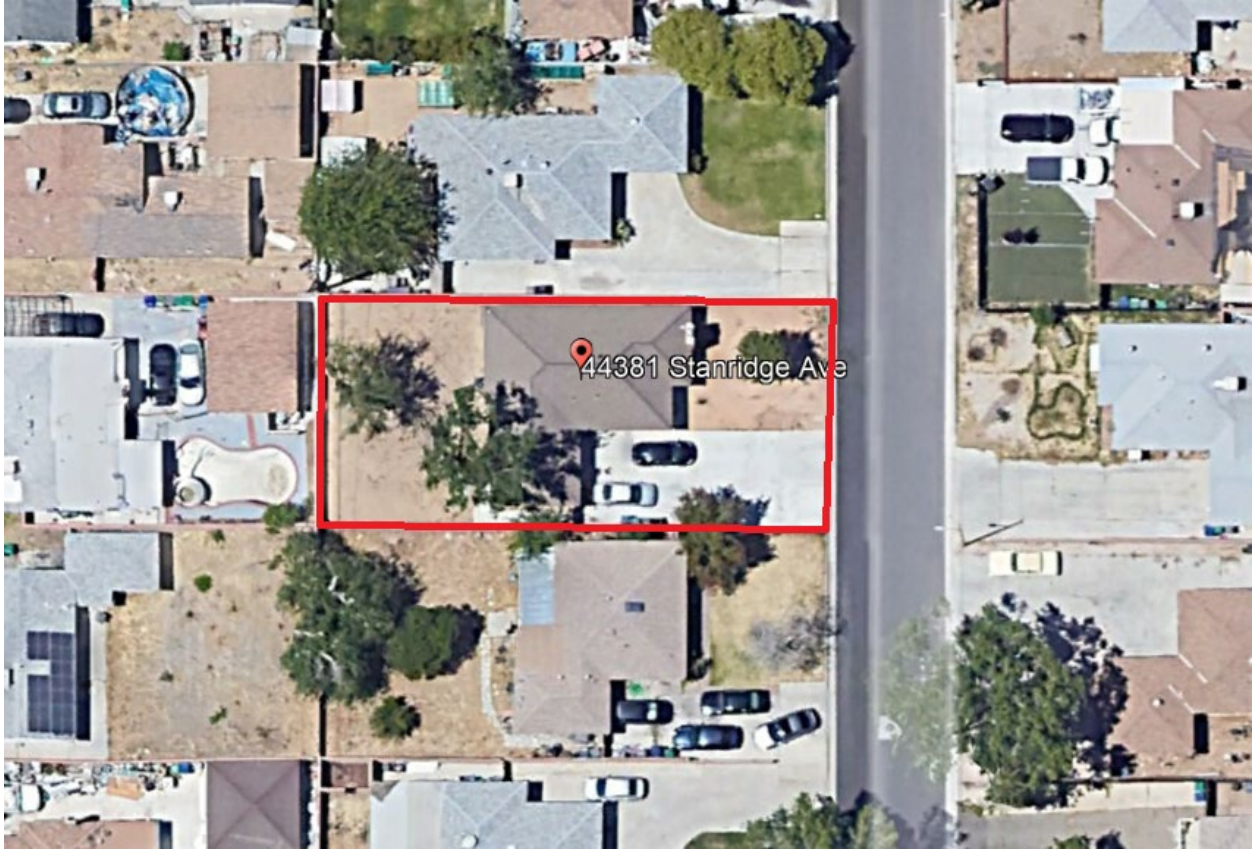


45304 5<sup>th</sup> Street East





44381 Stanridge Ave



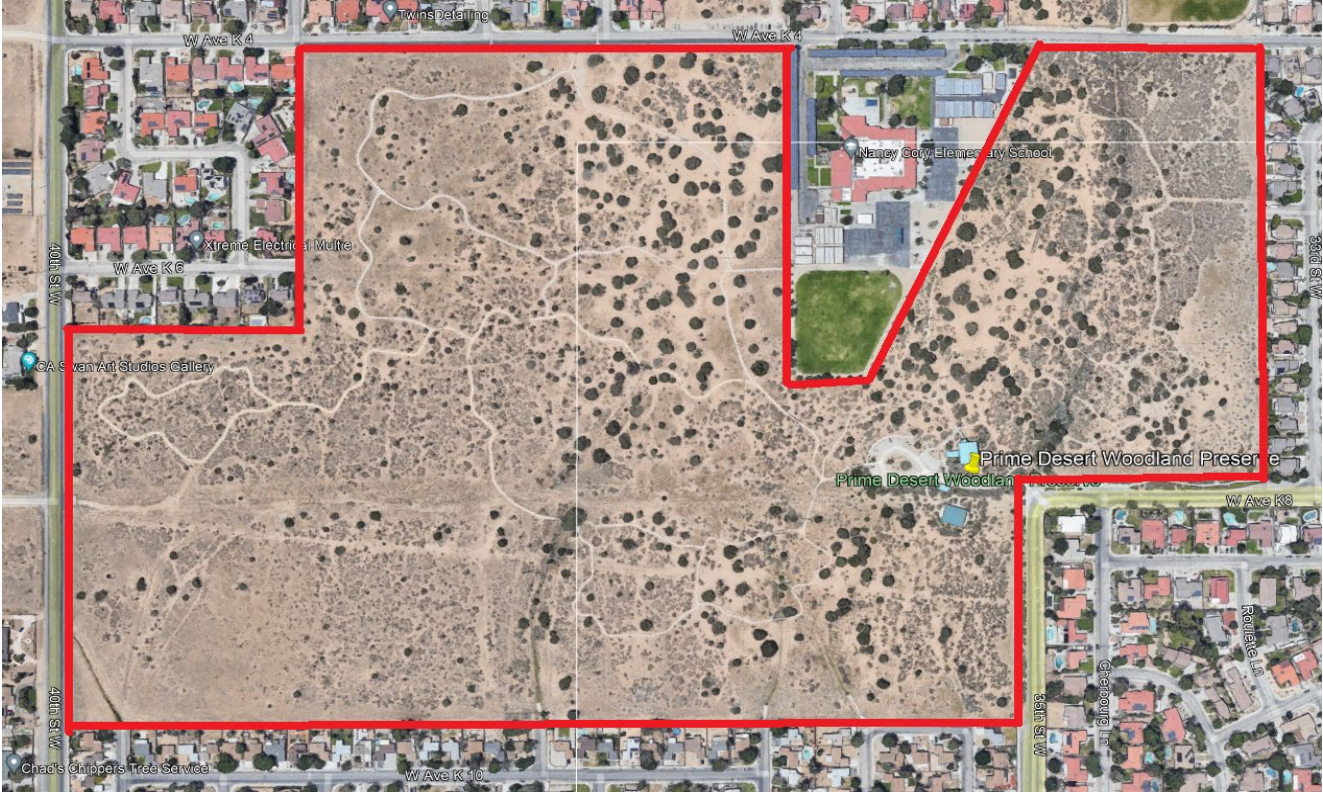
302 East Avenue J-12



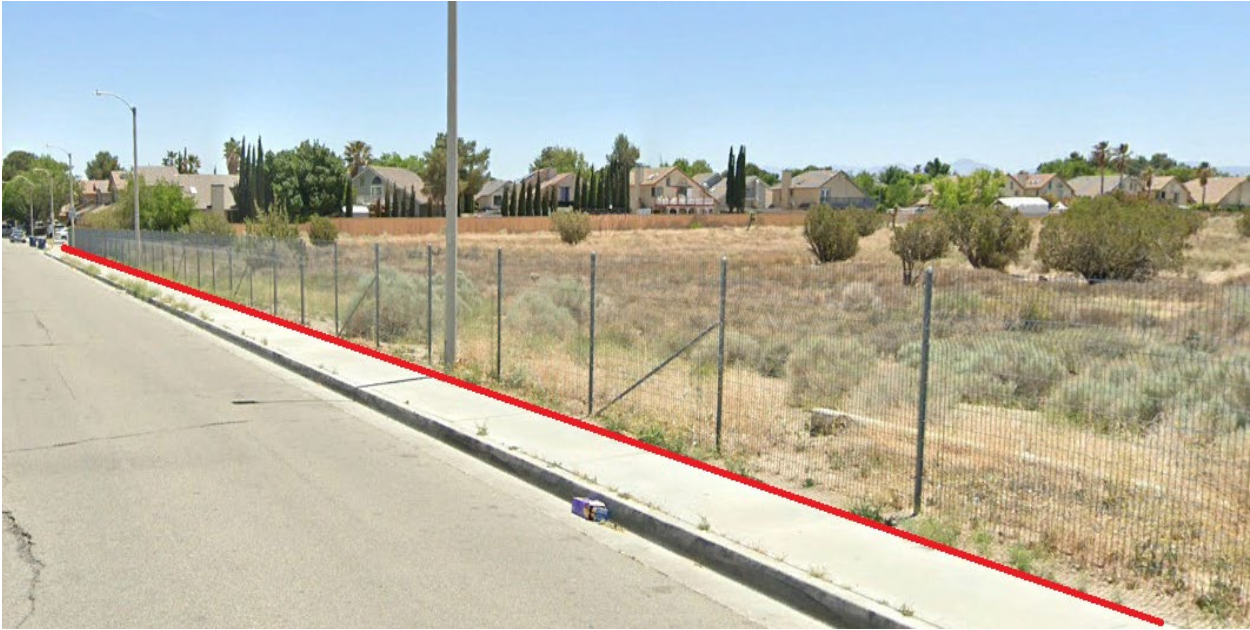
**APPENDIX B: FENCE LINES, DRAINAGE CHANNELS, LOTS -  
LOCATIONS**



# PRIME DESERT WOODLAND PRESERVE FENCE LINE



**PRIME DESERT WOODLAND PRESERVE FENCE LINE EXAMPLE**





**RAWLEY DUNTLEY PARK PRESERVE FENCE LINE EXAMPLE**



# RAWLEY DUNTLEY PARK PRESERVE FENCE LINE





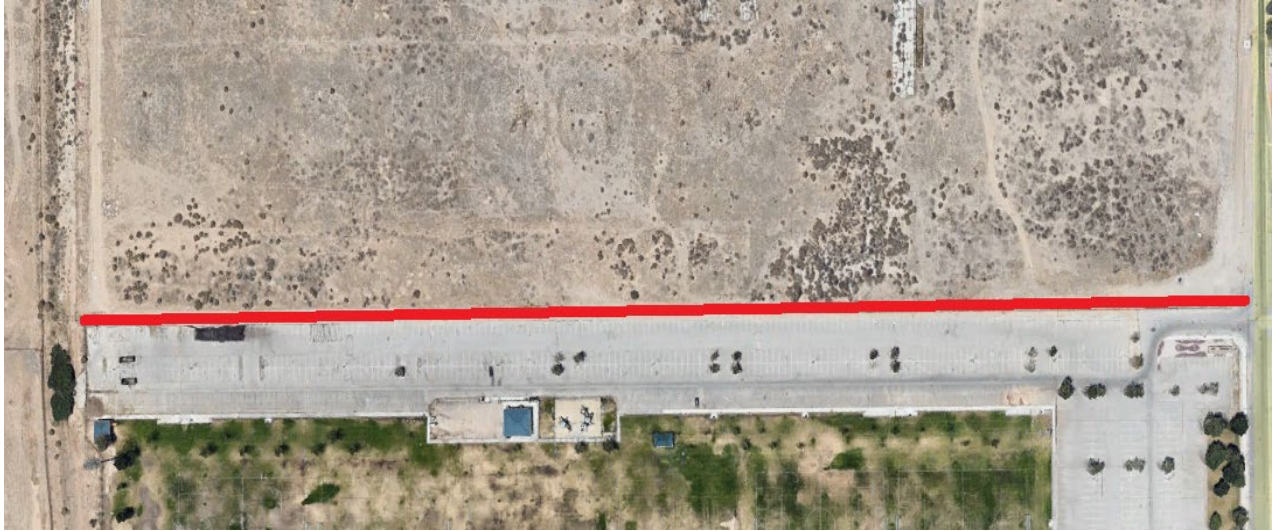
# WHIT CARTER PARK FENCE LINE



**LANCASTER NATIONAL SOCCER CENTER PERIMETER FENCE LINE  
EXAMPLE**



**LANCASTER NATIONAL SOCCER CENTER EAST FENCE LINE**

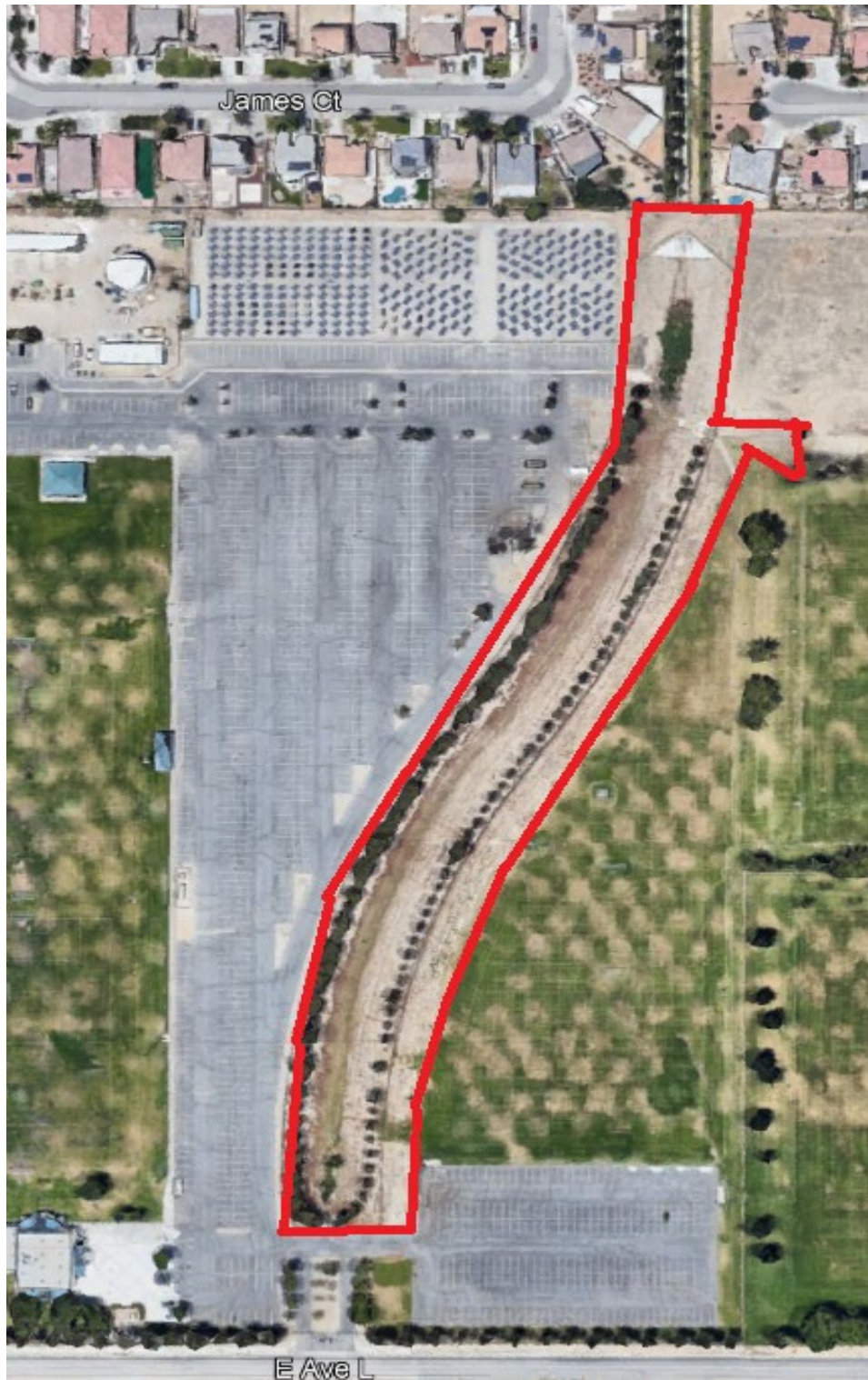




**LANCASTER NATIONAL SOCCER CENTER FIFA FENCE LINE**



**LANCASTER NATIONAL SOCCER CENTER EAST CHANNEL**





**LANCASTER NATIONAL SOCCER CENTER WEST CHANNEL**



**LANCASTER NATIONAL SOCCER CENTER SOLAR LOT**





**LANCASTER NATIONAL SOCCER CENTER ORCHARD LOT**





**APPENDIX C: POWER WASH HARD SURFACES – LOCATIONS**

**AMERICAN HEROES PARK NORTHEAST GAZEBO**



## AMERICAN HEROES PARK SOUTH GAZEBO



**JANE REYNOLDS PARK SKATEPARK**





## JANE REYNOLDS PARK SHELTER



## MARIPOSA PARK SHELTER



## SGT. STEVE OWEN MEMORIAL PARK NORTH CONCESSIONS





**SGT. STEVE OWEN MEMORIAL PARK SOUTH CONCESSIONS**





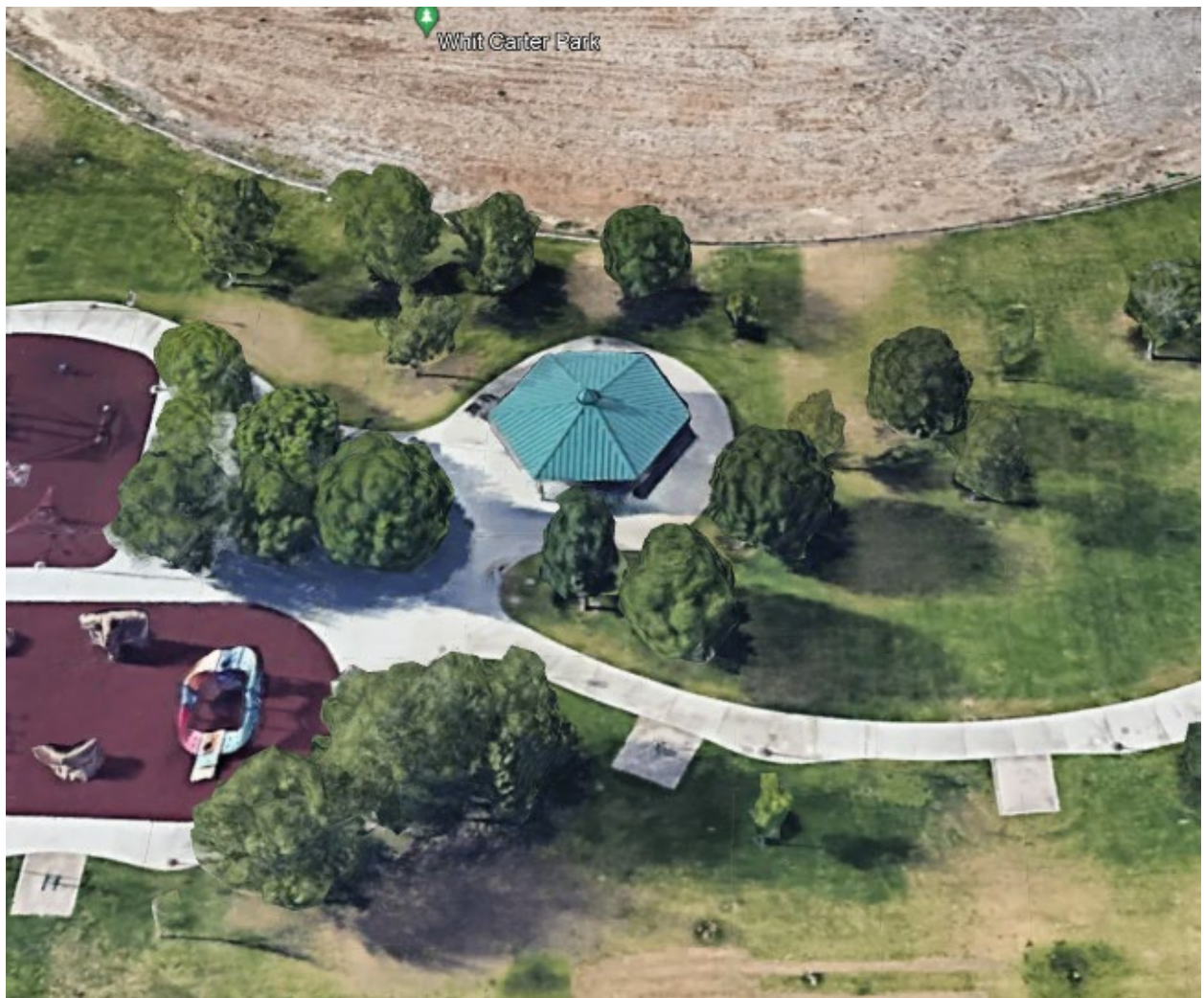
**SGT. STEVE OWEN MEMORIAL PARK SOUTH SHELTER**



## **RAWLEY DUNTLEY PARK SHELTERS 1, 2 AND 3**



## WHIT CARTER PARK GAZEBO



**APPENDIX D: WASH & BRUSH – LOCATIONS**



American Heroes Park Hard Courts



Deputy Pierre Bain Park Hard Court



Jane Reynolds Hard Courts

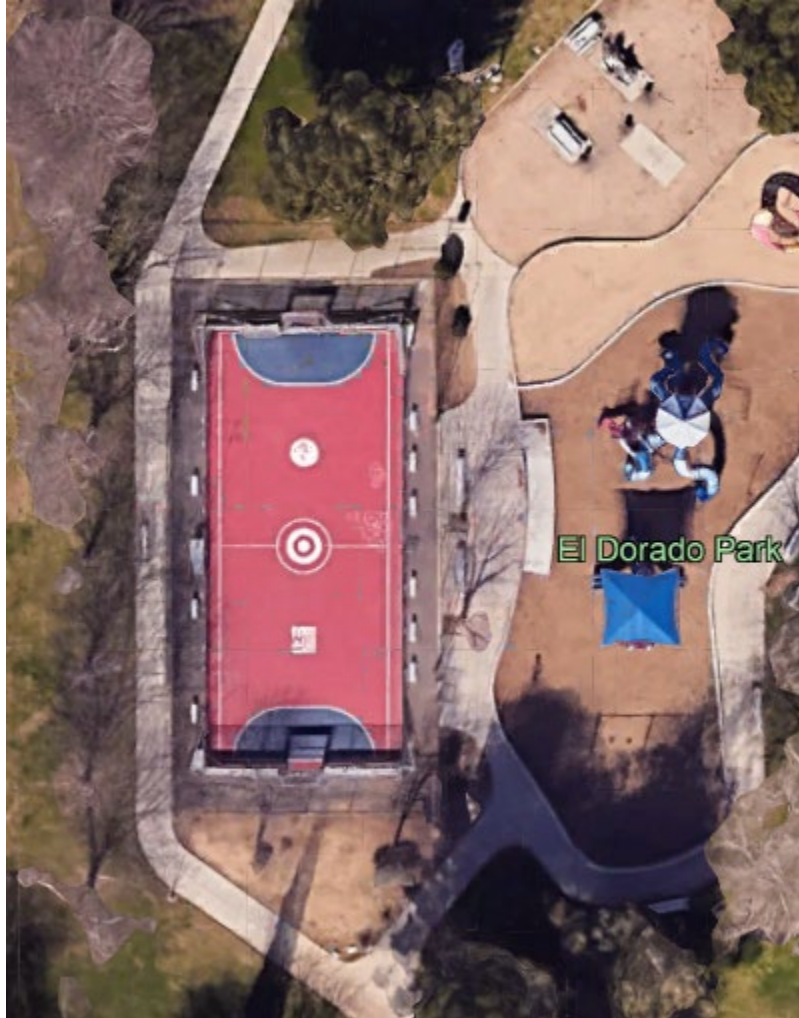


Rawley Duntley Park Hard Court





Samaritan's Purse Park Hardcourt (formerly known as El Dorado Park)



Sgt. Steve Owen Memorial Park Hard Courts



Skytower Park Hard Court





Whit Carter Park Hard Court





**APPENDIX E: PROPOSED SCHEDULE OF PRICING**

**BID SCHEDULE**

**RFP 831-24 Parks and Facilities Landscape Services**

<b>BASE BID PRICE</b>						
<b>Service Type</b>	<b>Location</b>	<b>Base Monthly Price</b>	<b>Base Quarterly Price</b>	<b>Base Semiannual Price</b>	<b>TOTAL YEARLY PRICE</b>	
General Landscape Maintenance Services	American Heroes Park	\$ _____			\$ _____	
	Business Incubator	\$ _____			\$ _____	
	Cedar Center	\$ _____			\$ _____	
	City Hall	\$ _____			\$ _____	
	Deputy Pierre Bain Park	\$ _____			\$ _____	
	Forrest E. Hull Park	\$ _____			\$ _____	
	Jane Reynolds Park	\$ _____			\$ _____	
	Lancaster Community Center	\$ _____			\$ _____	
	Lancaster Municipal Stadium	\$ _____			\$ _____	
	Lancaster National Soccer Center	\$ _____			\$ _____	
	Lancaster Performing Arts Center	\$ _____			\$ _____	
	Lancaster Police Station	\$ _____			\$ _____	
	Lancaster University Center	\$ _____			\$ _____	
	Mariposa Park	\$ _____			\$ _____	
	Prime Desert Woodland Preserve	\$ _____			\$ _____	
	Rawley Duntley Park	\$ _____			\$ _____	
	Samaritan's Purse Park (prev. El Dorado Park)	\$ _____			\$ _____	
	Sgt. Steve Owen Memorial Park	\$ _____			\$ _____	
	Sgt. Steve Owen Memorial AVTA Bus Station	\$ _____			\$ _____	
	Skytower Park	\$ _____			\$ _____	
	Tierra Bonita Park	\$ _____			\$ _____	
	Western Hotel	\$ _____			\$ _____	
	Whit Carter Park	\$ _____			\$ _____	
	Community Homes	302 East Avenue J-12	\$ _____			\$ _____
		422 Lansford Avenue	\$ _____			\$ _____
		1102 West Avenue H-5	\$ _____			\$ _____
43028 Guyman Street		\$ _____			\$ _____	
43057 39th Street West		\$ _____			\$ _____	
43745 12th Street West		\$ _____			\$ _____	
44381 Stanridge Avenue		\$ _____			\$ _____	
45304 5th Street East		\$ _____			\$ _____	
45534 Gadsden Avenue		\$ _____			\$ _____	
45740 Kingtree Avenue		\$ _____			\$ _____	

Aeration	American Heroes Park	\$ _____	\$ _____
	Deputy Pierre Bain park	\$ _____	\$ _____
	Forrest E. Hull Park	\$ _____	\$ _____
	Jane Reynolds Park	\$ _____	\$ _____
	Lancaster National Soccer Center	\$ _____	\$ _____
	Mariposa Park	\$ _____	\$ _____
	Rawley Duntley Park	\$ _____	\$ _____
	Samaritan's Purse Park (prev. El Dorado)	\$ _____	\$ _____
	Sgt. Steve Owen Memorial Park	\$ _____	\$ _____
	Skytower Park	\$ _____	\$ _____
	Tierra Bonita Park	\$ _____	\$ _____
Whit Carter Park	\$ _____	\$ _____	
Fertilization	American Heroes Park	\$ _____	\$ _____
	Deputy Pierre Bain park	\$ _____	\$ _____
	Forrest E. Hull Park	\$ _____	\$ _____
	Jane Reynolds Park	\$ _____	\$ _____
	Lancaster National Soccer Center	\$ _____	\$ _____
	Mariposa Park	\$ _____	\$ _____
	Rawley Duntley Park	\$ _____	\$ _____
	Samaritan's Purse Park (prev. El Dorado)	\$ _____	\$ _____
	Sgt. Steve Owen Memorial Park	\$ _____	\$ _____
	Skytower Park	\$ _____	\$ _____
	Tierra Bonita Park	\$ _____	\$ _____
Whit Carter Park	\$ _____	\$ _____	
<b>TOTAL BASE BID PRICE</b>		\$ _____	
<b>TOTAL BASE BID PRICE IN WORDS</b>	_____		

<b>ADD ALTERNATES</b>			
Wash and Brush Hardcourts	American Heroes Park	\$ _____	\$ _____
	Dep. Pierre Bain Park	\$ _____	\$ _____
	Jane Reynolds Park	\$ _____	\$ _____
	Rawley Duntley Park	\$ _____	\$ _____
	Samaritan's Purse Park (prev. El Dorado Park)	\$ _____	\$ _____
	Sgt. Steve Owen Memorial Park	\$ _____	\$ _____
	Skytower Park	\$ _____	\$ _____
	Whit Carter Park	\$ _____	\$ _____

Semiannual Weed Control (Appendix B)

**Fenceline Clearing**

Prime Desert Woodland Preserve

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Rawley Duntley Park

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Whit Carter Park

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Lancaster National Soccer Center Perimeters

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Soccer Center Drainage Channe and Lot Clearing**

East Side Drainage Channel

\$ \_\_\_\_\_

\$ \_\_\_\_\_

West Side Drainage Channel

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Solar Lot

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Orchard lot

Power Wash Hard Surfaces (Appendix C)

American Heroes Park North gazebo

\$ \_\_\_\_\_

\$ \_\_\_\_\_

American Heroes Park South gazebo

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Jane Reynolds Park Skatepark

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Jane Reynolds Park shelter

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mariposa Park shelter

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Sgt. Steve Owen Memorial Park North concessions

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Sgt. Steve Owen Memorial Park South concessions

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Sgt. Steve Owen Memorial Park South shelter

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Rawley Duntley Park shelters 1, 2, and 3

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Whit Carter Park gazebo

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**TOTAL ADD ALTERNATES PRICE**

\$ \_\_\_\_\_

**TOTAL ADD ALTERNATES PRICE IN WORDS**

\_\_\_\_\_

**TOTAL BASE BID PLUS ADD ALTERNATE PRICES**

\$ \_\_\_\_\_

**TOTAL BASE BID PLUS ADD ALTERNATE PRICES IN WORDS**

\_\_\_\_\_

**COST FOR SPECIAL PROJECTS**

**Labor (Prevailing Wage)**

**Cost per Hour**

**Cost per Day**

Field Supervisor

\$ \_\_\_\_\_

Landscape Worker

\$ \_\_\_\_\_

Additional Employee

\$ \_\_\_\_\_



**Equipment**

Pick up Truck	\$ _____
Truck with Spray Rig (pesticides)	\$ _____
Truck or tractor with fertilizer spreader	\$ _____
Truck or tractor with tow-behind aerator	\$ _____

**DEFINITIONS**

**General Landscape Maintenance Services:** Mowing, edging, and line trimming of all turf; planter and shrub bed maintenance; weed abatement; pest control; cleaning of playground surfaces, decomposed granite areas, and hard surfaces; other activities associated with landscape maintenance,

**Community Homes Maintenance:** General landscape services (mowing, edging, and line trimming of turf; planter and shrub bed maintenance; weed abatement; general cleaning; other activities associated with landscape maintenance.

**Aeration of Turf:** Aerate all turf four (4) times per year.

**Fertilization of Turf:** Fertilize all turf four (4) times per year.

**Wash and Brush Hardcourts:** Wash and brush all hardcourts monthly.

**Semiannual Weed Control:** Weed and debris removal from identified fencelines, lots, and drainage channels twice per year.

Contractor shall refer to **Section 3: Scope of Work and Technical Specifications** in this RFP for details and requirements of these **Definitions**.

## **APPENDIX F: SAMPLE REPORTS**

## LANDSCAPE SERVICES WEEKLY MAINTENANCE CHECKLIST

### Landscape Maintenance

- Turfgrass is mowed
- Sports Turfgrass is mowed
- Edging is completed
- Leaves have been raked and disposed of
- Debris has been removed from turfgrass areas
- Perimeter areas around turfgrass are clean

### Planters

- Shrubs and bushes are trimmed
- Weeds are removed
- Trees are trimmed
- Plants are inspected
- Planters are clean – free of debris, trash, leaves, weeds, trimmings, etc.

### Parking Lots

- Parking lots are clean – free of debris, trash, leaves, clippings, etc.
- Gutters are clean
- Curbs and sidewalks are clean

### General and Site-Wide

- Inspect for pests – squirrels, gophers
- Inspect for and report graffiti
- Report wet and dry conditions
- Turf areas, planters, hardscapes, parking lots in good condition

### Equipment

- Mower decks inspected and clean
- Mower blades are sharp
- Mower tire pressure is proper
- Edgers, weed whackers, and edgers are inspected and ready
- PPE is available

### Communication

- Communicate with site Lead Maintenance staff
- Communicate with Project Manager

# NOTICE OF INTENT TO APPLY RESTRICTED MATERIALS

<input type="checkbox"/> NURSERY																				
COUNTY NO.	SECTION	TOWNSHIP	RANGE	BASE & MERIDIAN	APP. METHOD	PERMITTEE/PROPERTY OPERATOR			APPLICATOR NAME AND ADDRESS											
		<input type="checkbox"/> N <input type="checkbox"/> S	<input type="checkbox"/> E <input type="checkbox"/> W	<input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> H	<input type="checkbox"/> GROUND <input type="checkbox"/> AIR <input type="checkbox"/> FUME <input type="checkbox"/> OTHER															
OPERATOR ID/PERMIT NUMBER					SITE IDENTIFICATION NUMBER			TOTAL PLANTED ACRES/UNITS												
LOCATION								BLOCK ID (IF APPLICABLE)												
DATE/TIME APPLIED PROPOSED		ACTUAL		TOTAL ACRES/UNITS TREATED PROPOSED		ACTUAL		COMMODITY/SITE TREATED												
CHEM NO.	MANUFACTURE/NAME OF PRODUCT APPLIED			EPA/CALIF. REGISTRATION NUMBER FROM LABEL			TOTAL PRODUCT USED		RATE	DILUTION	TARGET PEST									
							<input type="checkbox"/> LB. <input type="checkbox"/> OZ. <input type="checkbox"/> PT. <input type="checkbox"/> QT. <input type="checkbox"/> GA.													
							<input type="checkbox"/> LB. <input type="checkbox"/> OZ. <input type="checkbox"/> PT. <input type="checkbox"/> QT. <input type="checkbox"/> GA.													
							<input type="checkbox"/> LB. <input type="checkbox"/> OZ. <input type="checkbox"/> PT. <input type="checkbox"/> QT. <input type="checkbox"/> GA.													
							<input type="checkbox"/> LB. <input type="checkbox"/> OZ. <input type="checkbox"/> PT. <input type="checkbox"/> QT. <input type="checkbox"/> GA.													
							<input type="checkbox"/> LB. <input type="checkbox"/> OZ. <input type="checkbox"/> PT. <input type="checkbox"/> QT. <input type="checkbox"/> GA.													
DAYS REENTRY			DAYS PREHARVEST			APPLIED/SUPERVISED BY			<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: center;">N</td><td></td></tr> <tr><td style="text-align: center;">W</td><td style="text-align: center;">TREATMENT AREA</td><td style="text-align: center;">E</td></tr> <tr><td></td><td style="text-align: center;">S</td><td></td></tr> </table>				N		W	TREATMENT AREA	E		S	
	N																			
W	TREATMENT AREA	E																		
	S																			
ENVIRONMENTAL CHANGES/COMMENTS																				
SUBMITTED BY			DATE	TIME	PCA NAME															
RECEIVED BY			BOX NUMBER	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED															
									ADJACENT CROPS, SCHOOLS, DWELLINGS, ETC.											

- 1) CAC Submit to AGRICULTURAL COMMISSIONER at least 24 hours prior to application
- 2) CAC Submit to AGRICULTURAL COMMISSIONER within 7 days of application
- 3) APPLICATOR COPY
- 4) GROWER COPY

Print Form



# PESTICIDE USE REPORT

PRE-PLANT  
 (IF APPLICABLE)

2 COUNTY NO.	3 SECTION	4 TOWNSHIP <input type="checkbox"/> N <input type="checkbox"/> S	5 RANGE <input type="checkbox"/> E <input type="checkbox"/> W	6 BASE & MERIDIAN <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> H	7 APP. METHOD <input type="checkbox"/> GROUND <input type="checkbox"/> AIR <input type="checkbox"/> FUME <input type="checkbox"/> OTHER	8 PERMITTEE/PROPERTY OPERATOR	APPLICATOR NAME AND ADDRESS					
9 OPERATOR ID/PERMIT NUMBER					10 SITE IDENTIFICATION NUMBER		11 TOTAL PLANTED ACRES/UNITS					
12 LOCATION							13 BLOCK ID (IF APPLICABLE)		14			
15 DATE/TIME APPLIED			16 ACRES/UNITS TREATED		17 COMMODITY/SITE TREATED							
18 CHEM. NO.	19 MANUFACTURER/NAME OF PRODUCTS APPLIED				20 EPA/CALIF. REGISTRATION NUMBER FROM LABEL			21 TOTAL PRODUCT USED		22 RATE	23 DILUTION	
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
								<input type="checkbox"/> LB.	<input type="checkbox"/> OZ.	<input type="checkbox"/> PT.	<input type="checkbox"/> QT.	<input type="checkbox"/> GA.
24 DAYS REENTRY			25 DAYS PREHARVEST		26 APPLIED/SUPERVISED BY							

\* Submit WHITE COPY to the COUNTY AGRICULTURAL COMMISSIONER within 7 days of application.

Distribution: Copy - Agricultural Commissioner; Applicator; Grower

## Use Report Completion Instructions Pesticide Use Report (DPR-PML-025)

These instructions will assist you in completing this form. The completed forms must be submitted to the county agricultural commissioner (CAC) in the county where the pest control work was performed by the 7th day after the application.

1. Check this box if all the pesticide treatments were pre-plant applications.
2. Indicate the county number. This is available from the CAC.
- 3-5. Indicate the section, township, and range designation for each site that is treated. These designations must be the same as those on your restricted materials permit or the Operator Identification form issued by the CAC. Otherwise, a coordinate map showing the designations must be used to determine the appropriate information. The respective compass points, e.g., "N" or "S", should be checked as well.
6. There are only three base and meridians in California. One of the following code letters must be used to complete this section: H-Humboldt; M-Mount Diablo; S-San Bernardino.
7. Check the method of application that represents each application. If checking "FUME" (fumigation), include the four digit numeric field fumigation method (FFM) code.
8. Identify the property operator (grower).
9. Enter the Operator Identification Number/Restricted Material Permit Number assigned by the CAC.
10. Each commodity/site is assigned a unique identification number of eight digits. Enter this number exactly as it was issued by the county agricultural commissioner.
11. Indicate the total planted acres, square feet, or units at the treatment site. For pre-plant applications, enter the total acreage, square feet, or units to be treated.
12. Enter the location of the field treated. Use the system utilized by the CAC to designate the specific property treated.
13. Enter the appropriate number to identify a block within a field, if applicable.
14. Enter the applicator name and address.
15. Indicate the date and hour the pesticide application was completed. Use a 24-hour clock or military time, e.g., write 7:00 a.m. as 0700 and 4:00 p.m. as 1600.
16. Enter the total acreage treated. For band applications or strip spraying, report the total acreage at the site. For spot spraying or partial applications, e.g., border treatments, indicate only the acreage that was actually treated.
17. Enter the commodity/site by common name. Identify the specific type of commodity, e.g., head lettuce, loose leaf lettuce, table grapes, wine grapes. Do not use general terms such as "herbs," "citrus" or "cole crops."
18. Enter the chemical number.
19. Write in the name of the pesticide product and the manufacturer as identified on the label. Include the brand or trade name and type of formulation if it is indicated on the label, e.g., Pestkill 30W, NoGro 6E, or Mildex SP.
20. Each pesticide is assigned an "EPA Regis. No." or "Calif. Reg. No." that appears on the label. Record the entire number including the alpha code, e.g., "AA," "ZA," or "ZB," for each pesticide that is used. Do not use the "EPA Est. No." Spreader stickers, adjuvants, and drift control agents are registered as pesticides in California and must also be reported. Do not report nutrients, fertilizers, buffers, etc., that have no EPA or California Registration Number. Record the number from the label on the container that was used, not a number from a specimen label book.
21. Record the total amount of formulated (packaged) product that was used for each application. Do not report the total mixture after dilution. Check only one unit of measure (if not on form, write it in this box). If necessary, decimals and fractions may be used.
- 22-23. Indicate the rate and dilution at which the pesticide was applied per acre, e.g., 1 pound in 100 gallons or 3 pints in 250 gallons. (Optional)
24. Enter the reentry interval as required by the pesticide label or regulation. (Optional)
25. Enter the pre-harvest days as required by the pesticide label or regulation. (Optional)
26. Enter name of applicator or supervisor.

Remember to sign and date the report. If you have any questions or need additional assistance in completing this form, please contact your local CAC.

# MONTHLY SUMMARY PESTICIDE USE REPORT

**INSTRUCTIONS FOR COMPLETING THIS FORM ARE INDICATED BELOW AND ON THE REVERSE SIDE**

OPERATOR (FIRM NAME)		ADDRESS		CITY	ZIP CODE	PHONE NUMBER
OPERATOR ID/PERMIT NUMBER	LICENSE NUMBER	COUNTY WHERE APPLIED	COUNTY NUMBER	MONTH/YEAR OF USE	TOTAL NUMBER OF APPLICATIONS	

1. Complete Columns A, B, C, and D for All Users

2. Complete Column E by using one of the following codes:

- Code 10 - Structural Pest Control.....includes any pest control work performed within or on buildings and other structures.
- Code 30 - Landscape Maintenance Pest Control.....includes any pest control work performed on landscape plantings around residences or other buildings, golf courses, parks, cemeteries, etc.
- Code 40 - Right-of-Way Pest Control.....includes any pest control work performed along roadsides, power lines, median strips, ditch banks, and similar sites.
- Code 50 - Public Health Pest Control.....includes any pest control work performed by or under contract with State or local public health or vector control agencies.
- Code 80 - Vertebrate Pest Control.....includes any vertebrate pest control work performed by public agencies or work under the supervision of the State or county agricultural commissioner.
- Code 91 - Commodity Fumigation (Nonfood/Nonfeed)....includes fumigation of nonfood/nonfeed commodities such as pallets, dunnage, furniture, burlap bags, etc.
- Code 100 - Regulatory Pest Control.....includes any pest control work performed by public employees or contractors in the control of regulated pests.

**Note: pesticide use on cannabis should be reported on the appropriate production agricultural pesticide use report forms (DPR-PML-017C, DPR-PML-183 or DPR-PML-025).**

3. Complete Columns F and G, if use does not fit one of the above codes

A	B	C	D	E	F	G
MANUFACTURER AND NAME OF PRODUCT APPLIED	EPA/CALIFORNIA REGISTRATION NUMBER FROM LABEL INCLUDE ALPHA CODE	TOTAL PRODUCT USED (Check One Unit of Measure)	NUMBER OF APPLICATIONS	CODE	COMMODITY OR SITE TREATED	ACRES/UNITS TREATED
		LB OZ PT QT GA				
		LB OZ PT QT GA				
		LB OZ PT QT GA				
		LB OZ PT QT GA				
		LB OZ PT QT GA				
		LB OZ PT QT GA				

REPORT PREPARED BY \_\_\_\_\_

DATE \_\_\_\_\_

## GENERAL INFORMATION FOR COMPLETING THE MONTHLY SUMMARY PESTICIDE USE REPORT

(Page 2 of 2)

### Reporting Requirements

Reporting of all pesticide applications including spray adjuvants and plant growth regulators, is required by:

1. Landscape maintenance gardener pest control businesses, agricultural pest control businesses performing residential work, and structural pest control businesses.
2. Public agencies, pest control businesses and property operators who apply pesticides for agricultural use other than for the production of an agricultural commodity. These uses include applications for the production of poultry, fish, and apiary. Pest control businesses must report uses for the production of livestock. Also, uses on golf courses, parks, rights-of-way, cemeteries, forests, ditches, fence lines, etc. must be reported.
3. Persons who use restricted materials for uses other than the production of an agricultural commodity.
4. Persons who use a pesticide for industrial post-harvest commodity treatments.
5. Persons who use a Ground Water Protection pesticide, listed in Title 3, California Code of Regulations, section 6800(b) for any outdoor, institutional or industrial use.

### Report Filing Deadlines

Submit two (2) copies of this report to the county agricultural commissioner by the 10th of the month, following the month in which the work was performed. Reports may be hand-delivered or mailed, the postmark serving as the date of delivery. Retain a copy for your records.

For each month when no pest control work has been performed, licensed pest control businesses must submit a use report by the 10th day of the following month to the county agricultural commissioner in counties where they are registered. The use report must indicate that no pest control work was performed.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FACE PAGE

The operator/firm information should be filled out completely, including the address, ZIP code, and telephone number.

Identify the Operator Identification/Restricted Material Permit Number, if applicable.

Enter the name of the county where the pesticide(s) was applied.

Indicate the county number where the product(s) was applied. The county number is available from the county agricultural commissioner's office. A separate report must be filed for each county where pesticides were applied.

Enter the month and year in which the applications were made.

Enter the total number of applications (i.e., the total of column D below) made during the month.

In Column A, enter both the manufacturer and brand name of the product.

In Column B, enter the "EPA Registration Number" or "California Registration Number" that appears on the pesticide label, including alpha codes, if any (AA, ZA, ZB, etc.). Do not use the "EPA Establishment Number" (Est. No.).

In Column C, indicate the total amount of product used as formulated and packaged by the manufacturer. Do not report the total mixture after dilution. Check only one unit of measure. If necessary, decimals and fractions may be used.

In Column D, indicate the total number of applications for each pesticide used during the reporting month. Each separate site (home, apartment complex, building, right-of-way, grain silo, etc.) should be counted as one application. For tank mixes, each represented pesticide should be credited with one application.

In Column E, if the use of the product is structural, landscape, right-of-way, vertebrate, public health, commodity fumigation (nonfood/ nonfeed) or regulatory, enter the appropriate code number. Leave Columns F and G blank.

In Column F, if use of the product is not included in one of the number coded categories that are identified in column E, such as food/feed commodity fumigations, seed treatment, noncrop fencelines or ditch banks, etc., enter the commodity or site treated. Leave Column E blank.

Do not enter vertebrate pest control work in production areas such as orchards or other crop areas. This work should be reported on the Production Agriculture Monthly Pesticide Use Report.

In Column G, if use of the product is not included in one of the number-coded categories that are identified in Column E, enter the amount treated and the appropriate unit of measure (acres, pounds, square feet, tons, etc.). If you have a different measure, describe it fully and enter the amount treated. Leave Column E blank.

Enter the name of the person responsible for completing the information, and date the report. This could be a licensee, a manager, the person who applied the pesticide, a bookkeeper, etc.



**APPENDIX G: SIGNATURE SHEET**

## SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in **RFP No. 831-24**.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Y Examined the local conditions.
- Y Read each and every clause of this RFP.
- Y Included all costs necessary to complete the specified work in its proposed prices.
- Y Agreed that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm: Name

of Firm: \_\_\_\_\_

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

Fed ID No: \_\_\_\_\_

Name (print & sign): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

To receive consideration for award, this signature sheet must be returned with the Proposal

## APPENDIX H: SAMPLE AGREEMENT



## EXHIBIT H: SAMPLE AGREEMENT

### AGREEMENT FOR PARKS AND FACILITIES LANDSCAPE SERVICES

This agreement for Lancaster Police Department Custodial Services (this “AGREEMENT”) is made and entered into this DATE \_\_\_\_\_, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and (the CONTRACTOR)

\_\_\_\_\_.

#### RECITALS

Whereas, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

#### **RFP 831-24 PARKS AND FACILITIES LANDSCAPE SERVICES**

Whereas, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

Now, therefore, the parties agree as follows:

**1. Parties**

The parties to this AGREEMENT are:

OWNER:                   City of Lancaster

CONTRACTOR: \_\_\_\_\_

- 2. Notices:** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNERS	PARCS Director City of Lancaster 44933 North Fern Avenue Lancaster, CA 93534
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CONTRACTOR           (CONTRACTOR information here)

- 3. Successors and Assigns:** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily



or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference:** The OWNER'S RFP 831-24 and the CONTRACTOR'S proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.
5. **Precedence of AGREEMENT Documents:** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT

Second: The OWNER'S RFP 831-24, all attachments and all addenda

Third: The CONTRACTOR'S proposal

6. **Description of Work:** OWNER hereby engage CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as EXHIBIT A. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The PARCS Director or her/his designee shall have the right to review and inspect the work during its performance at such times as may be specified by the PARCS Director or her/his designee.
7. **Obligations of the OWNER:**
  - a. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services shall be paid at the rates included in the schedule of pricing, billed per quantity of work actually completed. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in EXHIBIT B attached hereto and made part hereof. CONTRACTOR must request CPI increase (not to increase more than 5%) for the upcoming year, if option to renew is exercised, sixty (60) days prior to contract renewal.
8. **Obligations of the CONTRACTOR**
  - a. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged in the performance of this AGREEMENT.
  - b. CONTRACTOR shall be responsible for payment of all employee's and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
9. **Payment of Prevailing Wage:**
  - a. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rate for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request. Attention is directed to the provisions of Section 1777.5 (Chapter 1411,

Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under her/him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- i. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five; or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- iv. When the CONTRACTOR provides evidence that she/he employs registered apprentices on all of her/his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if she/he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under her/him shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the prevailing wage provisions of this Section.
10. **Audit:** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.
  11. **Hold Harmless and Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorneys' fees,

incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents.

CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

12. **Amendments:** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the PARCS Director and the CONTRACTOR.
13. **Non-Discrimination and Equal Employment Opportunity**
  - a. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
  - b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.
14. **Termination for Convenience:** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of the OWNER, become the OWNER'S property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.
15. **Default and Termination for Cause**
  - a. In the event CONTRACTOR fails to perform all or any part of this AGREEMENT, OWNER may in its sole and absolute discretion (i) terminate this AGREEMENT pursuant to paragraph B of this Section, (ii) deduct and withhold from the payments otherwise due under this AGREEMENT the applicable unit price(s) set forth in CONTRACTOR'S Schedule of Pricing and Bid Schedule for the number of line items CONTRACTOR has failed to perform and provide written notice to CONTRACTOR of each such deduction as well as the reason(s) therefor, and/or (iii) assess liquidated damages as set forth in in Section 16.

- b. The City Manager or his/her designee of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:
    - i. If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or
    - ii. If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.
  - c. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph B of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
  - d. If this AGREEMENT is terminated as provided above in paragraph B of this Section, OWNER may require CONTRACTOR to provide all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR'S services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.
  - e. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.
16. **Non-Satisfactory Performance:** The parties recognize and agree that if CONTRACTOR fails to perform all or a portion of the services set forth in the "Scope of Services" attached hereto as EXHIBIT A at each location listed on EXHIBIT A (each, a "Location"), it is or will be impractical to determine the actual amount of damage caused by reason of such failure. It is therefore agreed that the CITY will deduct from its payments to CONTRACTOR the following sums in the event of the following failures of performance:
- a. Failure to complete weed removal at each Location                      \$250.00 per occurrence



- b. Failure to complete pest control at each Location occurrence \$125.00 per
- c. Failure to complete weekly mowing at each Location occurrence \$250.00 per
- d. Failure to complete weekly cleaning at each Location occurrence \$125.00 per

17. **Independent Contractor:** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

18. **Insurance**

- a. The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide and tat are admitted insurers in the State of California:

***Commercial General Liability***

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including products/completed operations	
Including contractual liability/independent contractors	
Including broad form property damage	

***Commercial Automobile Liability***

Combined single limit per accident for bodily injury and property damage	\$2,000,000
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***Workers Compensation***

As required by the State of California	Statutory Limits
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***Employer’s Liability***

Each accident	\$1,000,000
Bodily injury by disease	\$1,000,000
Each employee	\$1,000,000

- b. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability, Commercial Automobile coverage shall be at least as broad as ISO for CA 00 01.
- c. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- d. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.
- e. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect the OWNER insured entities or the insurer shall procure a bond guaranteeing payment or losses and related investigations, claim administration and defense expenses.
- f. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute to it.
- g. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.
- h. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.
- i. Insurance written on a 'claims made' basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.
- j. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.
- k. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.
- l. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:
  - i. Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits

except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

- ii. List in the 'Descriptions of Operations/Locations/Vehicles/Special Items' section: **RFP No. 831-24 Parks and Facilities Landscape Services** City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.
- iii. List in the 'Certificate Holder' section: The City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534.
- iv. List in the 'Cancellation' section: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named herein.

m. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

n. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

19. **Commencement and Completion of Work:** the execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its PARCS Director or her/his designee, has issued the notice to proceed. CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.

20. **Data Provided to CONTRACTOR:** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.

21. **CONTRACTOR'S Warranties and Representations:** CONTRACTOR warrants and represents the OWNER as follows:

- a. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.
- b. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach of violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage, or gift.

- c. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited 'conflict of interest' under applicable laws.
- d. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

**22. Resolution of Disputes**

- a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- b. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties. If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.
- c. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

**23. Exhibits:** The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

- a. Attachment A: Scope of Services
- b. Attachment B: Term and Payment Clause

**24. Governing Law:** This AGREEMENT shall be governed by the laws of the State of California.

**25. Effective Date:** This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.



CITY OF LANCASTER

By: \_\_\_\_\_

Jason Caudle, City manager

Dated: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name:

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

CONTRACT SUBMISSION APPROVAL:

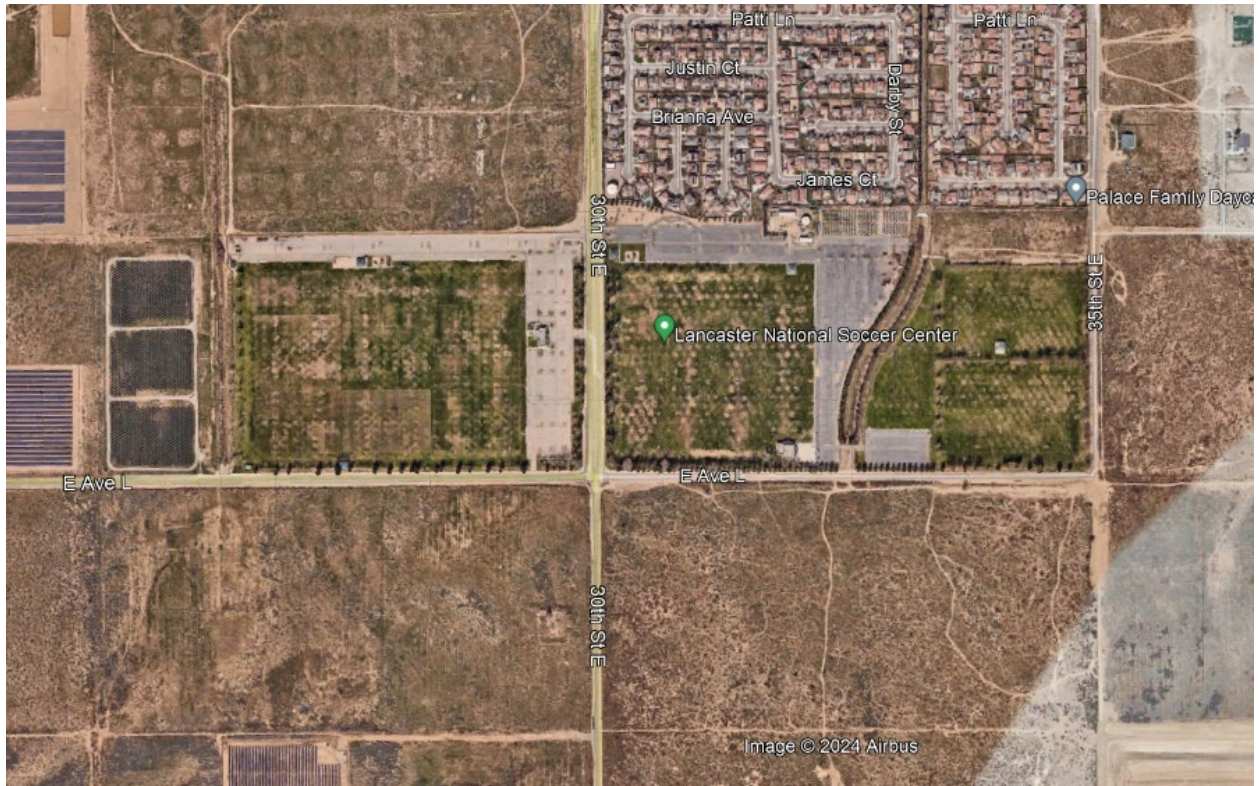
\_\_\_\_\_

Department Head

## **APPENDIX I: SPORTS TURFGRASS - LOCATIONS**

## SPORTS TURFGRASS LOCATIONS

Lancaster National Soccer Center – All turf

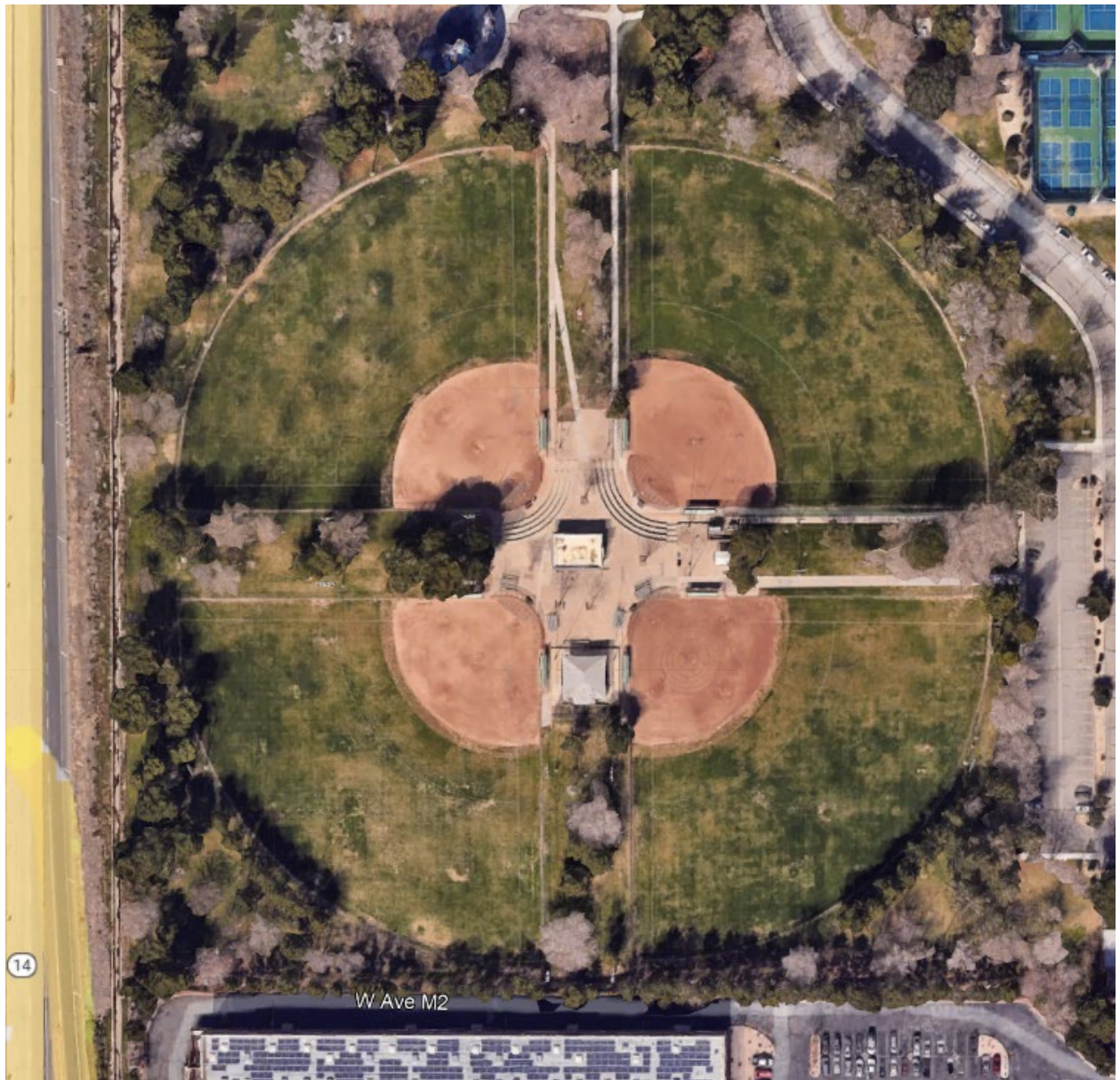


Rawley Duntley Park – Fields 1 and 2





Sgt. Steve Owen memorial Park – Fields 1, 2, 3, and 4



Sgt. Steve Owen memorial Park – Fields 5 and 6





Sgt. Steve Owen Memorial Park – Fields 7 and 8

