



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR BIDS (RFB) 22-23-07**

**ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF
QUADRANT F**

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to submit a bid. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:30am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:30pm

Bid Submittal Deadline: Wednesday, June 21, 2023, at 11:30am

Bids received after the time and date stated above shall be returned unopened to the bidder.

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Bidder for at least ninety (90) days.

Contract resulting from this bid process is considered a Public Works Maintenance Contract, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached). All Bidders and Subcontractors (if any) must be registered with the DIR to be eligible to bid on, be listed as a subcontractor, or perform work under this contract.

Direct inquiries regarding clarification of this bid document to the Purchasing Division (559) 713-4334. To prevent misinterpretation, especially questions regarding contract requirements or regarding the scope of services, the Purchasing Division prefers that all questions be submitted in writing via email to purchasing@visalia.city or via fax (559) 713-4801. All questions must be received by 4:00pm on Monday, June 12, 2023.

Legal Ads 5/24/23 & 5/30/23

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I. DEFINITIONS

For the purposes of RFB NO. 22-23-07, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 22-23-07.

II. INTRODUCTION

The City of Visalia is requesting bids for landscape maintenance of an area identified as Quadrant D. Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

This contract is for the maintenance of approximately 441,192 sq. ft. (10.13 acres) Refer to Attachment D-1 and D-2 of this RFB for square footage and location details.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. **Award will be made to the lowest bidder whose proposal is deemed both responsive and responsible and meets the requirements and criteria set forth in this RFB.**

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to bid on this project. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

- Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:30am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:30pm

Time will be set aside at these meetings for Contractors to ask questions about the project work and contract requirements. It shall be the responsibility of the Contractor to have acquired full knowledge of the job sites, scope of work and any problems or difficulties that may affect the work proposed.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city or via fax: 559-713-4801.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. **Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.**

Local Vendor Preference: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business

address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

Public Works Maintenance contract: Notice is hereby given that this is a Public Works Maintenance Contract. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors bidding and performing work on Public Works Projects must: 1) Be currently registered with the California Department of Industrial Relations (DIR), 2) Furnish electronic payroll records for new projects to the Labor Commissioner. Awarded Contractor will be required to furnish the City of Visalia with their DIR registration number. See Scope of Work, Section D and City of Visalia Labor compliance Manual (attached) for additional details.

Prevailing Wages: Awarded Contractor must comply with State Regulations that apply to this contract, including payment of prevailing wages. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The prevailing wages associated with this work are attached as **Exhibit D-5**.

The City of Visalia affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, creed, age, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The City of Visalia reserves the right to reject any or all bids.

III. INSTRUCTIONS TO BIDDERS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

From: Bidders Name & Mailing Address

Marked: Landscape Maintenance Quadrant F
RFB NO. 22-23-07

4. **Submit a security deposit of no less than 10% of the Bid amount to the City with the sealed Bid to guarantee the Bid.** City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.
5. Submit each of the required Certifications, Affidavits, Assurances, Statements and Questionnaires as well as optional waiver(s) to the City with the sealed Bid. The city will not consider Bids which are not accompanied by the required completed forms.
6. Inquiries regarding this Request for Bids may be directed to the Visalia Purchasing Division, at (559) 713-4334. However, to prevent misinterpretations, the Purchasing Department requests that all questions be submitted in writing via email puchasing@visalia.city or via fax (559) 713-4801. *Questions regarding this RFB are due no later than 4:00pm on Monday, June 12, 2023.*

IV. **CONTRACT ACCEPTANCE AFTER AWARD**

Contract Acceptance: After award of the contract, the Contractor will inspect and review current landscape and irrigation conditions of the project areas. The Contractor must provide a statement summarizing the status of the current landscape conditions and irrigation system along with a cost estimate to make the necessary corrections and present them to the Project Manager for review. The Project Manager will schedule a meeting with the Contractor to review the current landscape and irrigation conditions of the project work areas and agree to a resolution and approval of the project areas. The Project Manager will provide a statement summarizing the resolution of the current landscape conditions and irrigation system and must be executed by the Contractor as stated below.

Acceptance of contract will be done in phases:

Phase 1: 10 acres or less the contractor will have (30) thirty days to inspect all areas and provide summary of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (4) four months of contract providing all material receipts and labor costs as agreed.

Phase 2: 10 to 20 acres the contractor will have (60) sixty days to inspect all areas and provide summary of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (5) five months of contract providing all material receipts and labor costs as agreed.

Phase 3: 30 or more acres the contractor will have (90) ninety days to inspect all areas and provide summary of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (6) six months of contract providing all material receipts and labor costs as agreed.

At least sixty (60) days prior to the renewal of the contract a revised statement summarizing the landscape conditions and irrigation system of the project work area must be prepared by the City's project manager and executed by the Contractor.

The City will conduct regular inspections of the landscaping work by the Contractor and issue observed "Out of Compliance" reports to the Contractor. The Contractor will be required to review and remedy the observed "Out of Compliance" issues of those observed areas of the inspection reports by the City. This does not relinquish the contractor of any responsibility to inspect and ensure that all areas maintained by the contractor are compliant as outlined in the contract.

Sixty (60) Days prior to annual contract renewal or termination of contract, all landscape repairs and replanting requested by the City's Project Manager must be complete. Any work left in an unacceptable condition will be cause for delay of final payment to Contractor until such time as the City has repairs and replanting completed. Final payment will be reduced by the cost of these repairs and replanting.

V. SCOPE OF WORK/SERVICES

A. STANDARD REQUIREMENTS AND LEVEL OF SERVICE

Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant, however the City reserves the right to determine which level of service (frequency of service) will be assigned to each area in every Quadrant. Available funding in each Quadrant will determine the level of service assigned to each particular area of the Quadrant. The City of Visalia may find it necessary to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant. Thus, the Bidder shall provide pricing for all Levels of Service where indicated on bid form.

Service Level	Frequency of Service	Number of Services Annually
A	Once per week intervals	52
B	Two-week intervals	26
C	Once per month intervals	12

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

The specifications and standards must be met by Contractor at all times regardless of Contractor's employees' absence or established staffing pattern and levels.

2. **Working Day.** The contractor's activities must be confined to the hours between 6:00 a.m. PST and 6:00 p.m. PST, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior written consent of the City, except in emergencies involving immediate hazard to persons or property.

- No normal and routine maintenance operations that cause excessive noise shall be performed before 7:00 a.m.
- All or some locations may require blowing of parking lots and other hardscape areas prior to normal business hours of 8 a.m. PST to avoid materials being blown onto private vehicles and customers, i.e., Civic Center, and other customer-based facilities.

Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at www.visalia.city.

3. **Company Identification.**

- All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the contractor.
- All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the contractor.

4. **Professional Conduct.** Contractor and contractor's employees must conduct themselves professionally at all times in public and when dealing with City staff and/or Visalia citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and contractor's employees will also afford residents and citizens the utmost courtesy and respect at all times.

5. **Property Owner Concerns.** Contractor must make every attempt to satisfactorily address concerns and issues presented by residents of the district. As soon as the contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Project Manager of the concern (including the resident's name and phone number if possible), and what action was taken or will be taken by the contractor to address the concern.

Failure of the Contractor to abide by these terms and meet addressed concerns of the Quadrant's residents will result in a \$100 liquidated damages assessment or contract termination. The amount of damages for these types of issues is difficult to estimate, therefore a \$100 liquidated damages assessment (per incident) shall represent costs incurred by the City in responding to complaints concerning the Contractor.

6. **Mowing** All Turf areas covered by this contract shall be mowed at the intervals established by the Level of Service assigned to the area (Level A, Level B or Level C Service).

7. **Watering.** Irrigation systems must be maintained, repaired, and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle.

Contractor shall follow the City's and State's water regulations. There will be a liquidated damage assessment of \$100 per incident or termination of contract if multiple or gross violations occur in recognition of the importance of water conservation. The amount of damage for these types of issues is difficult to estimate and therefore, \$100 shall represent costs incurred by the City in responding to complaints concerning the Contractor.

8. **Signage.** All regulatory park, street, and traffic signs, trail head signs, city information signs, botanical garden signs, donation monuments or stones, individual plant placards, etc., must be kept clean and clear of plant materials, dirt and dust, graffiti, and animal and bird excrements.
9. **Chemicals.** The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. **Safety Data Sheets (S.D.S.) shall be provided to City prior to award of contract and in case of changes after award of contract at least thirty (30) days prior to usage by Contractor for any chemicals while performing this contract.**

Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue. Contractor shall not use pesticides in Category 1 (no chemicals with LD50 levels lower than 500 mg/kg). These would include, but not be limited to, several organophosphate and carbamate possessing high mammalian toxicity due to their intense anticholinesterase activity.

Pesticides in Category II may be used with the authorization of the Project Manager.

Contractor shall, as part of the required monthly report to the City, prepare a Chemical Use and Proposed Work Report to indicate in writing the amount, type, and location of all chemicals used. **If no chemicals are used, then the report must still be submitted indicating to the City that no chemicals were used.**

10. **Fertilizer.** Short release fertilizer: Only commercial fertilizer containing ten percent (10%) or more nitrogen (N), available phosphoric acid (P2O5) or eight percent (8%) soluble potash (K2O), singly or collectively may be used. Generally, 16-6-8 would be nitrogen coming from an ammoniac or nitrogen source. A slow-release fertilizer shall have at least half of the nitrogen coming from a coated slow-release nitrogen source.

Fertilization will be on an as needed basis. Project Manager will request a quote for cost of additional services from time to time when services are needed.

11. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be removed and disposed of at intervals established by the Level of Service assigned to the area and at the contractor's expense.

12. **Emergency Response.** Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an **immediate danger or hazard to property or persons**, or that significantly violate water conservation requirements. If the emergency condition is identified and the contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the contractor must respond to the emergency within **two hours** unless otherwise specified. If discovery or notification occurs after normal working hours, the contractor must respond by 10am on the following working day.

Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, email, etc.

13. **Reporting and Inspections**

Status Reports

- a. **A written report is to be prepared by the Contractor and given to the Project Manager monthly.** The report shall include a description of unusual circumstances, locations of any

homeless encampments that are found in areas being maintained by the Contractor, lighting that is inoperable, major irrigation breaks, safety hazards, etc. For emergencies and safety hazards, the Project Manager is to be called immediately. Failure to provide a report may result in a a \$100 penalty per incident or termination of contract if multiple incidents are noted. The reports are important especially if they are safety hazards. Amount of damages for these types of issues are difficult to estimate. Therefore, \$100 per incident shall represent costs incurred by the City in responding to complaints concerning the Contractor.

- b. **The Contractor must schedule a meeting with the Project Manager no less than once per month** to review the work site to ensure compliance with the contract specifications and standards. At this meeting, Contractor or Contractor's supervisor shall sign the meeting attendance and inspection reports prepared by the City, provide all chemical use and proposed use reports, irrigation inspection and schedule changes, and usage and/or proposed fertilizer usage reports and discuss major accomplishments for the previous month, notable problems, schedule changes and goals and deadlines for the coming month. The Project Manager shall discuss areas out of compliance and options to bring areas back into compliance with contractor. Project Managers shall discuss any penalties to the contractor and/or intensions to withhold payment of invoices. Project Manager shall document these meetings. Failure to attend these meetings may be cause for a \$100 penalty per incident or termination of contract if Contractor has failed to meet with City staff after multiple attempts to discuss gross breaches of duty.
- c. **The Project Manager shall report any maintenance deficiencies to Contractor. Contractor must correct any deficiencies at Contractor's cost within five (5) working days of written notification.** Unusual horticultural problems such as pests, disease, and damages that are beyond the scope of Contractor's responsibility shall be brought to the attention of Project Manager.
- d. **A Chemical Use and Proposed Work Report must be completed for each chemical application and proposed application. These reports shall be submitted each month during contractor's monthly meeting with City's Project Manager.** Failure to submit reports may delay the City's payment to Contractor and be cause for a liquidated damage assessment of \$100 per incident. The amount of damage and costs to the City for these types of issues is difficult to estimate and therefore, \$100 shall represent costs incurred by the City in responding to incidents where the City was unsure of what chemicals were applied by the Contractor. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the Project Manager as part of the Contractor's monthly report.
- e. Monthly Irrigation Inspection reports (described below), irrigation schedule changes, and contractor signed landscape inspections from the City must be submitted with monthly invoice before payment will be made. Failure to submit all reports may delay the City's payment to Contractor.

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

1. **Irrigation.** Irrigation must be done with the use of automatic or manual sprinkler systems where available and operable, unless outlined in the initial acceptance inspections for repairs. These areas will be addressed with Contractor during initial inspection and noted for regular monthly inspections. Failure of an existing system to provide full and adequate coverage after Contractor signs Notice of Acceptance shall not relieve the contractor of the responsibility to provide proper coverage of all areas. **Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish proper coverage shall be the contractor's responsibility.** Exclusions will be identified in description of areas and will be addressed with Contractor during initial inspection.

Original brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

Contractor is responsible for all repairs to the irrigation system starting at the City side of the water meter, with the exception of the **testing of the back flow** and **repair/replacement of the irrigation controller**. Original, or equivalent, brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

- a. **Maintenance.** At all times, Contractor must maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf, plants, and shrubs, and prevent excessive run-off into streets or other areas not intended to be irrigated. Care must be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

- Sprinkler heads
- Sprinkler risers
- Quick coupler valve boxes
- Hose bib boxes
- Remote control valves
- Remote control valve boxes and covers
- Maintain and replace batteries in battery operated controllers on a continual basis
- All irrigation wiring should be maintained to City standards including proper splices using DBR/Y-6 splice kits
- Proper solenoid replacement should be completed with dry and tight connections
- Minor graffiti removal from irrigation controllers
- Controllers to be kept free of all plant materials, spiders and webs, and any other material that could cause the controller to be non-accessible or damaging to the controller

If contractor fails to keep sprinkler nozzles properly adjusted/aligned to prevent water waste, repair or replace malfunctioning, broken or missing sprinkler heads and/or sprinkler head risers and water waste results, the City of Visalia reserves the right to bill contractor for excess amount of water in addition to assessing a liquidated damage assessment of \$100 per incident. Because It is difficult to estimate the potential losses in water and the costs for City response time to complaints from residents, \$100 has been established as a reasonable assessment.

The Contractor shall prepare a written Irrigation Inspection Report (a report template has been included with this RFB, as a sample for Contractor). The report shall describe any irrigation schedule changes, malfunctions, and necessary repairs. The Irrigation Inspection Report must be submitted with monthly invoice before payment will be made.

- b. **Inspection.** The contractor must inspect all irrigation systems for any malfunction on an interval established by Level of Service assigned for the area. This must be accomplished by utilizing a remote-control receiver to place the controller in test mode and visually inspecting sprinkler operation. This includes, but is not limited to breaks in irrigation lines, irrigation valves, heads, leaks and washouts, saturated areas or dry spots. Contractor must notify Project Manager within twenty-four (24) hours of any malfunctions. Failure to provide notice to the Project Manager may be cause for liquidated damage assessments of \$100 per incident or termination of contract. Because It is difficult to

estimate the potential losses in water and the costs for City response time to investigate complaints from residents, \$100 has been established as a reasonable assessment.

Contractor is to track all irrigation locations where plants are missing and maintain irrigation heads until plants are replaced.

Excessive water run off or overflow onto hard surface areas must be kept to an absolute minimum so as not to cause waste of water, pedestrian and/or vehicular liabilities. Problems reported to Project Manager or designated representative will be repaired within twenty-four (24) hours. Failure to complete repair or notify Project Manager of any delay to repairs may be cause for liquidated damage assessment of \$100 per incident or termination of contract if multiple breaches occur.

Water leaks or stations must be turned off within two hours (2 hrs.) on the day reported to save water. Repairs must be made within twenty-four (24) hours or sooner if City classifies the necessary repairs as requiring an Emergency Response as stated in this Agreement. Twenty-four (24) hour fixit notices will be sent to contractor via email. Failure to comply may result in liquidated damage assessments to the Contractor of \$100 per incident, unless the Project Manager is contacted, and an agreed time frame modification is made between the contractor and the Project Manager in writing.

Approximately sixty (60) days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility must be made by the contractor prior to the end of the contract period.

If the repairs made are not to the Project Manager's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Project Manager.

- c. **Repairs.** Irrigation systems which are damaged by vandalism or in any way as a result of work performed under this contract must be repaired or replaced in kind and in an approved manner by the contractor. Repairs must be made immediately after damage occurs, unless otherwise directed. Vandalism will be documented by the contractor with the use of digital photos or video tape and supplied to the Project Manager as proof of vandalism. The preferred method of transmission of photos would be digital photos transmitted via email. Failure to provide such documentation may be cause for no reimbursement of corrective expenses to Contractor.

The contractor shall keep an itemized list of material(s) used to repair vandalism damage and submit to Project Manager for reimbursement of materials only.

- **Normal Repairs** = Contractor is responsible for all normal repairs (i.e. Main line (including from water service meter to the back flow), valves, control wires, sprinklers, nozzles, lateral lines, etc.) The City is not responsible for any repairs needed past the irrigation controller. The backflow devices annual maintenance/testing will be the responsibility of the City of Visalia. All normal repairs are the sole responsibility of the contractor except for repairs needed due to vandalism. Repairs not made within twenty-four (24) hours of notification or not completed to the satisfaction of the Project Manager may be assessed a liquidated damage assessment of \$100 per incident.
- **Major Repairs** = City is responsible for funding major repairs, which include repairs to Irrigation Controllers, Booster Pumps, or Backflow Devices. All major repairs are the responsibility of the contractor to repair and make operable but must be authorized by Project Manager in writing prior to repairs being made. Hourly rate

plus materials for major repairs to be authorized by Project Manager prior to any work being done. Contractor is responsible to report in writing any issues with these devices to the Project Manager for authorization to repair or replace.

Failure to complete repairs in the allotted time on a repeated basis will cause the Contractor to have the full costs of repairs deducted from monthly billing and may be grounds for termination of contract. Contractor will be responsible for any fines applicable under state law, public utility billing, or local ordinance, due to continuous running water.

- d. **Turf Watering** All turf areas must be watered based on 85-95% of daily evapotranspiration rate and need to maintain a uniform, green, healthy growth pattern and promote deep root growth. **(If City water restrictions are imposed to conserve water, they will supersede the previous statement).** Water shall be applied in short repeat cycles of 3 - 5 minutes each to prevent water run-off into street. **Care shall be taken to not over water or waterlog any soil.** Contractor shall turn off irrigation system during the wet season and adjust the controller seasonally. **Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the Project Manager.**

Water applications on turf and ground cover areas shall generally be applied between 12:00 a.m. and 6:00 a.m. where possible, to lower the risk of fungus in turf. Drip stations may be operated during daytime hours.

- e. **Water Schedule.** Turf and landscape watering shall be scheduled in accordance with prevailing water conservation requirements, and unless otherwise specified shall be scheduled Tuesday through Sunday. No watering shall be allowed on Monday without prior approval of Project Manager. Irrigation program shall be set up so that no water is applied to turf 48 hours prior to mowing. Overhead systems shall not be operated between 8:00 a.m. and 6 p.m.

Contractor will be responsible for any fines associated with not following the City's Water Conservation Rules and Regulations.

A proposed quarterly schedule of watering shall be provided to the Project Manager one (1) month after award of contract. Each time the schedule is changed a new updated schedule must be provided to the PM.

- f. **Ground Cover.** Sufficient amounts of water shall be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not over water or waterlog soil.
- g. **Banks and Slopes.** Sloped landscape areas shall be irrigated in short cycles as required to prevent water runoff, and to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.
- h. **Shrub and Trees.** All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken to not over water.

Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off is to be kept at a minimum.

- i. **Newly Planted Trees, Shrubs, and Groundcover.** All newly planted areas are to receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period. **It is the contractor's responsibility to contact the City's Natural Resource and Conservation Department to get a twenty-one (21) day**

establishment permit for any additional irrigation that will be needed for newly planted plant materials.

- j. **Remote Control Receiver:** Upon contract commencement, the contractor is required to have a radio-frequency ready remote-control receiver that is compatible with all major irrigation systems. **It is the responsibility of the contractor to obtain and purchase these devices unless it is a Toro Sentinel controller. The City of Visalia will supply the contractor with the Toro Sentinel remote control to use for the duration of the contract.** The Toro Sentinel controller(s) shall be returned to the City at the conclusion of the contract.

Continuous activation of valves by manual solenoid or bleeding valve stem can be damaging to the fragile irrigation mechanisms. The remote control allows the contractor to inspect the irrigation system effectively by utilizing the technology currently in place.

2. Weed Control.

- a. **Weed control clarification.** For the purpose of this specification, **a weed shall be considered to be any undesirable plant or plant growing out of place.**
- Maintenance shall include the removal and chemical abatement of weeds growing on all paved and unpaved surfaces of all maintenance areas of contract. All landscaping within the specified maintenance areas including lawns, planter areas, median islands, and tree wells shall be kept weed free at all times.
 - **Complete removal of all weed growth is to be accomplished by the Level of Service assigned to the area.** Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.
 - Weeds reaching height or width of four inches (4") shall be physically removed from landscaped areas.
 - Seedlings growing out of desired landscape plants shall be removed and chemically treated to terminate the growth of the undesirable seedling.
- b. **Use of Chemical Herbicides.** The contractor shall abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the contractor's employees during chemical weed control operations. The Project Manager may restrict the use of chemical weed control in certain areas. **Pesticide Applicators License is required to apply herbicide. Contractor must supply a copy of this license to the Project Manager.** Failure to provide documentation of active license may result in a liquidated damage assessment or termination of contract.

Contractor shall take necessary precautions to prevent herbicide drift onto non-target plants.

3. **Diseases and Pest Control.** The contractor must regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The contractor shall notify the Project Manager within three (3) days of finding such a condition, outlining identification and control measures to be taken. Upon approval of the Project Manager, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.
- a. **Use of Chemical Pesticides.** All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed. **Pesticide Applicators**

License-Category B and C, along with a valid Maintenance Gardener Pest Control Business License are required to apply pesticide. Contractor shall take necessary precautions to avoid pesticide drift onto non-target organisms.

- b. **Rodent Mounding.** Mound of soil in turf and planter areas caused by rodent activity shall be raked down at the intervals established by the Level of Service assigned to the area, to prevent soil build up in turf and around plants. All curbs, gutters, and other hardscapes adjacent to the maintenance areas will be free of any soil mounds or erosion caused by rodents.
 - c. **Rodent/Pest Control.** Contractor must inspect all turf and planter areas for rodent (gopher, squirrel, and other pest) activity, and initiate control measures at the intervals established by the Level of Service assigned to the area. Contractor must fill all rodent holes in areas that are used by walkers and pedestrians for safety (i.e. trails, turf, DG paths, etc.). Contractor shall take necessary precautions and safeguards to protect health of public and employees.
4. **Plants.** All shrubs and ground cover plants growing in the work area must be pruned once every other month to maintain plants in a healthy growing condition, and to allow for full coverage of the irrigation system. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. If hedging is needed to clear the sidewalk, the plant must be trimmed on all sides to balance growth. Hedging, shearing, or other severe pruning will not be allowed except with prior approval. **All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed from planter areas and off the plants on a monthly basis to allow for proper growth of the plants.**

- a. **Growth Control.** Plant growth shall be kept within reasonable bounds to prevent its encroachment into walk, passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All shrubs and plant growth in planter areas along walls are to be maintained to a height no greater than four feet (4') and kept from blocking any subdivision, safety signage, and overhead or landscape lighting.

All trees, large and small shrubs, and groundcovers in planters or Right of Way areas along streets and at intersections, must be maintained and trimmed for traffic sightline clearances.

Mature tree canopies must be maintained above eighty-four (84) inches above soil grade for site line visibility. Newly planted, young or non-mature trees, multi-trunk trees, or large shrubs (i.e. Western Redbuds) must also be raised or thinned to maintain site line visibility.

Pruning is to be done in a manner that promotes the plant's natural growth characteristics.

Small shrubs and groundcovers must be kept below thirty (30) inches at road level to allow for visual site of oncoming traffic.

- b. **Removal.** All dead, dying, or damaged plants (including trees) and any branches must be removed immediately. This debris, including plant growth removed by contractor, shall be removed away from job sites and appropriately disposed of at the intervals established by the Level of Service assigned to the area. **Hauling and disposing of said debris must be included in bid price.** Dead stems of daylily, agapanthus, and similar plants shall be removed on a monthly frequency. Dead leaves around base of plants shall also be removed on a monthly basis.
- c. **Trees.** The contractor is responsible for removal of suckers, limb growth that inhibits site line visibility of any traffic, and all pruning that can be reached with a twelve-foot (12') pole saw by a person standing on the ground as part of this contract.

All trees are to be maintained in their natural shape, and pruning is to be done in a manner that promotes the trees natural growth characteristics using sharp and proper pruning tools along with the correct pruning techniques to promote and achieve the trees natural growth characteristics and to meet International Society of Arboriculture (I.S.A.) Standards; all cuts shall be made cleanly with no stubs or projections remaining.

No weed whackers or hedging type tools shall be allowed to trim and maintain trees. The use of improper tools and techniques resulting in the negligent and irresponsible care of trees or plants, thus causing damage to trees or plants and resulting in the need for the Project Manager to hire outside services to correct the damage will result in those costs associated with the corrections being deducted from the Contractors monthly invoice along with a \$100 liquidated damage assessment per incident or up to termination of the contract.

Canopy clearance above sidewalks, bikeways, and other pathways of 10'0" is to be maintained for pedestrian safety.

All regulatory street and traffic signs must be clear of tree and plant growth at all times for sight clearances.

Clippings must be picked up, hauled away, and disposed of by the Contractor immediately and appropriately.

Leaves in planter areas shall be removed on a monthly basis. In addition, during seasonal drop leaves will need to be removed off of walkways as needed for safety. **Fallen leaf material shall be removed off the plants regularly to allow for proper plant growth.**

Newly planted trees that do not have trunk caliber sufficient to support tree shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species.

Until young trees are strong enough to stand alone, they shall be flex-tied between two (2) approved two-inch (2") diameter x eight foot (8') treated tree stakes. Tree stakes shall be of treated lodge pole pine. Metal stakes may be required in some areas. Tree ties made of extruded vinyl base, 1" wide, and a minimum of .01" thick shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

Contractor must maintain a three-foot (3') diameter circle free of grass/weeds around all trees located in turf areas.

Trees damaged by maintenance equipment shall be replaced by contractor with like size and species. Contractor is responsible for all costs related to replacement.

Maintenance shall include the removal of dead trees, limbs, and dead leaf material at the intervals established by the Level of Service for that area. Dead trees will need to be replaced per the contract for plant replacement in Item 6 (below) of this scope of work and per the discretion and determination of the Project Manager.

Young or new trees along trails, paths, riparian landscapes, Landscape and Lighting Districts, parkway strips, and pocket parks shall be maintained, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species by the contractor for the first three (3) years of the trees life within the landscape. Stakes must be removed when tree has sufficient strength to support itself. These costs are to be factored into the planter costs. Project manager will instruct contractor when tree stakes are to be removed. Contractor is responsible for the proper disposal of all pressure treated

wooden tree stakes. All metal stakes in good condition must be taken to City of Visalia, Corporation Yard for storage.

The contractor shall notify the Project Manager within twenty-four (24) hours of any tree that shows sign of root heaving, leaning, having hanger limbs, or in some manner constitutes a safety hazard. Failure to notify Project Manager may result in a liquidated damage assessment of \$100 per incident to recover the losses to the City for responding to resident complaints of the Contractor noncompliance or termination of contract if multiple breaches or gross violations occur that place residents in danger.

- d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walks, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs. Shrubs in planters must be kept below thirty (30) inches at intersections and turn lanes for sightline of oncoming traffic.

5. **Fertilization.** Fertilization will be performed on an as needed basis as requested by the Project Manager. Project Manager will request separate pricing for fertilization when it is required. A slow-release fertilizer will be applied when fertilizer is requested by Project Manager.

When fertilizer is applied as needed, to maintain healthy and vigorous plants: The City anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth.

Analysis of fertilizer shall be approved by the Project Manager prior to application.

All turf fertilizer shall be watered in thoroughly within two (2) hours of application.

Fertilizer shall be applied uniformly using an appropriate spreader. Prior to beginning a fertilization program, Project Manager shall submit to the Contractor, a schedule showing sites to be fertilized. The Contractor shall submit to the Project Manager a schedule showing the dates and approximate times of fertilizer applications. Timing or number of sites fertilized per day or week shall not be set up to preclude normal on-site maintenance work.

Once the Project Manager has requested that fertilization is necessary the Contractor shall notify Project Manager at least ten (10) days before any fertilizer applications. **Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the Project Manager with monthly invoice.**

Note: Subject to approval of the Project Manager, fertilization may be altered by use of slow-release fertilizers such as Woodace containing IBDU formula.

6. **Replacement of Plant Material**

- a. The contractor must notify the Project Manager within three (3) days of discovery of loss of turf, shrub, ground cover, or tree material due to any cause.
- b. The contractor must supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged during work by the contractor or lost through the contractor's faulty maintenance or negligence.

Trees, shrubs, or turf that are damaged or lost through disease, insect infestation, or rodents, that could have been prevented with reasonable ordinary care by the Contractor shall be the responsibility of the Contractor.

Contractor is not responsible for plant loss due to vandalism, theft, vehicle accident, fires, storm, or water restriction in response to drought conditions. Whether or not the loss was due to contractor faulty maintenance or negligence shall be determined by the Project Manager. The size and species of replacement plant material shall also be determined by the Project Manager but shall be reasonably equal to the plant material that is being replaced.

In regard to trees, where there is a difference between the tree lost and the replacement tree, the difference will be deducted from the contract payment. **The value will be determined using the latest American Shade Tree Conference guidelines.**

- c. Any plant damaged or lost through fires, storms, or water restrictions in response to drought conditions, theft, vehicular damage, or vandalism that are not the responsibility of the contractor (as determined by the Project Manager), shall be replaced in kind and size at the Project Manager's direction. The contractor will perform the work and the City will pay for the contractor's labor at an hourly rate established in this contract and pay for replacement materials at COST plus 10%.

From time to time it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the Project Manager's decision. The contractor will perform the work and The City will pay for the contractor's labor at contract rates and cost of replacement materials. All landscape repairs and replanting requested by the City's Project Manager must be completed according to a date agreed upon in writing between the City Project Manager and Contractor.

The contractor shall supply itemized labor hours and material cost invoice(s) with monthly invoices in order to be reimbursed for plant replacement.

7. Turf Maintenance

- a. **Mowing**. The turf must be mowed and edged at the intervals established by the Level of Service assigned to the area during its growing season in order to maintain a neat appearance and healthy growth. If weather conditions do not permit regular mowing, longer intervals may be observed by Project Manager with notice from contractor.
 - Contractor shall **never mow turf when it is in a wet**, saturated condition that would cause rutting, tearing or sliding on the turf surface or when it could be unsafe for contractor's employees to operate equipment.
 - All lawn areas in this contract **must** be mowed with power-propelled reel or rotary-type mowers.
 - All mowers **must** be cleaned prior to each mowing to avoid possible weed invasion.
 - Mowers **must** be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions.
 - Turf **must** be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes.
 - Blades **must** be kept sharp at all times to prevent turf damage.
 - Mowing patterns **must** be changed for each mowing service or as often as necessary to avoid rutting.
 - Turf **must** be kept at a uniform height that is recommended for that particular type of turf grass.
 - Grass clippings **must** be removed promptly and disposed of at the Contractor's expense unless they will dry and drop beneath the growing level of the turf within twenty-four (24) hours.
 - Recycling cutting decks that provide an acceptable cut may be used if written approval of Project Manager is obtained prior.

Contractor's employees shall take care to avoid obstructions such as electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities.

Contractor shall take great care around trees. Any trees which have more than fifty percent (50%) of the bark removed in a given three-inch (3") area of trunk by weed whips or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

b. **Mowing Height** All turf, except Bermuda, must be maintained at a height range between three and one-half inches (3 ½ ") maximum and two and three fourths inches (2 ¾") minimum.

Fescue height shall not exceed three and one half inches (3 ½").

Common Bermuda must not exceed two inches (2") in height.

Mowing shall be performed so that no more than one third (1/3) of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed within areas assigned at a level A Service.

All turf areas shall be mowed at the intervals established by the Level of Service assigned to the area on a preset day and route. Any changes to this schedule shall be approved in advance by the Project Manager.

During periods of heavy growth, more than one mowing per week may be required to maintain acceptable appearance within areas assigned at a Level A Service.

All turf areas shall be maintained at a level that will ensure a healthy, green color and uniform growth.

c. **Broad Leaf and Noxious Weeds.** These weeds shall be controlled on a continuous basis by chemical or manual method. Chemicals used for control shall be registered for use on Fescue and Bermuda turfs. A Broadleaf and Crabgrass pre-emergent herbicide shall be applied between mid-January and March and again between September and Mid-November of every year. Herbicides such as Dimension, Pendulum, or Barricade are recommended during this application period. For post broadleaf weed control Triplet, Trimec, or Triamine will be applied to control Broadleaf and Crabgrass weeds that are currently growing and weather conditions permit the application. **Contractor will notify the Project Manager of the application dates and provide a schedule of areas treated as completed.**

d. **Edging.** All turf adjacent to improved surfaces shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

String trimmers, a.k.a. weed eaters, shall not be used around trees.

e. **Clean-up.** All surfaces shall be free of grass clippings and debris including turf, gutters, and street upon completion of mowing and edging operation. It is the responsibility of the Contractor to remove these items immediately and dispose of them appropriately.

f. **Turf grass seeding.** Turf grass seeding will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid

separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. **When seed is used, areas shall be top-dressed with humus.**

- g. **Renovation.** Renovation will be done on an as-needed basis when requested by Project Manager. Project Manager will furnish square footage and locations for renovation. This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started.

Turf renovation to remove accumulated thatch from all sites under this contract must be accomplished by power raking or dethatching rakes on turf (care shall be taken so turf is not damaged).

A schedule of equipment to be used by the contractor shall be submitted to the Project Manager for approval 10 days prior to beginning work.

Refuse generated by renovating shall be removed not later than the day following the operation.

- h. **Aerification.** Aerification will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. Contractor shall not perform work without Project Manager's approval of quote.

Project manager will furnish square footage and locations for aerification.

8. Ground Cover Maintenance & Wall Covering of Ficus Pumila, and All Other Vines

- a. All areas planted in ground covers shall be adequately irrigated to maintain vigorous growth.
- b. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into sidewalks, lawns, shrub beds, or other areas deemed as undesirable by the Project Manager.
- c. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site.
- d. Groundcovers in median and other Right of Way areas must be trimmed below thirty (30) inches at road/asphalt level for sight clearances for traffic safety.
- e. Wall covering of Ficus Pumila and other vines, will be trimmed back close to the wall and removed from trees and shrubs, and removed from planter areas as needed. **Wall coverings shall not be allowed to grow over the top of the wall.**

9. **Hardscape Areas.** All patios, curbs, gutters, pathways, sidewalks, and other hardscape areas (i.e. Center median island points, roundabouts, etc.) adjacent to and part of the City owned property or Right of Way must be kept free of weeds, debris, leaves, grass clippings, etc. at all times to provide a safe and clean passage for users and to prevent slips and falls.

All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as glass, bottles, cans, trash, paper, and other yard waste. All trash and debris are to be removed and disposed of at the intervals established by the Level of Service and at the contractor's expense.

Note: If and when using a blower or other power equipment the City's municipal code 8.36.050 Exterior noise standards--Mobile noise sources prohibition against use. It is unlawful to operate any of the below-listed devices, appliances, equipment, or vehicles on public or private property abutting noise sensitive land uses between the weekday hours of seven p.m. and six a.m., and between the weekend hours of seven p.m. and nine a.m.

- a. Power-assisted leaf blowers, lawn mowers, edgers, or other power equipment used for the maintenance of property;
- b. Vehicle equipment, which equipment is not expressly regulated by state or federal statute, such as car radios or sound amplification equipment which is audible more than twenty-five (25) feet from the exterior of vehicle;
- c. Construction equipment including jackhammers, portable generators, pneumatic equipment, trenchers, or other such equipment, except for emergency repair purposes as provided in Section [8.36.070](#).

Refer to Exhibits D-1 and D-2 for square footages and locations.

C. IMPORTANT NOTICE

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Invitation to Bid, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting the competitive bid, to contact the Purchasing Division, 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addenda were issued and to make such addenda a part of the competitive bid.

D. STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

This contract is considered a public works maintenance contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations. Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after will be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b) (1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f)

of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ☐ As set forth in CLC section 1771.4(a) (2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpndb.html> .
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- ☐ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ☐ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall:
 - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811, and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ☐ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- ☐ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
- As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811, and 1815, signed under penalty of perjury.
- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- As set forth in CLC section 1775(b) (3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- As set forth in CLC section 1775(b) (4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

E. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall fulfill requirements of Department of Industrial Relations and California Labor Codes by complying with the *City of Visalia Labor Compliance Manual* which is incorporated into This RFB and subsequent contract by reference and available at **visaliapurchasing.org**. Executed contract will include a hard copy of this document.

VI. GENERAL CONDITIONS

A. CONTRACTING AGENCY

The contract resulting from this Invitation to Bid will be administered by the City of Visalia Parks Maintenance Department. However, the City Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.

B. TERM OF CONTRACT

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall begin on the first of the month immediately following the written Notice to Proceed or as scheduled between City Project Manager and Contractor.

The City will be presumed to request renewal unless the City delivers a thirty (30) day written notice of non-renewal to the Contractor prior to the renewal date.

If Contractor decides not to consent to renewal by the City, then they must provide the City Project Manager with a written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, Contractor shall transfer to City any funds and/or accounts receivable on hand attributable to the use of CITY funds.

C. PRICING

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

D. APPROXIMATE ESTIMATE

The quantities given on the bid proposal form and in the contract documents are approximate only, being given as a basis for comparison of bids, and the City of Visalia does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portions of the work, as the City may deem necessary or advisable, at the prices bid.

E. EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

Bidders shall satisfy themselves by personal examination of the work site(s), specifications, other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. The submission of a bid shall be conclusive evidence that the bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal and the City.

If the bidder receives an award as a result of this bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the bidder for additional compensation.

Any errors, omissions, or discrepancies found in the contract documents shall be called to the attention of the City and clarified prior to the submission of bids.

Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the bid.

F. DISCREPANCIES AND MISUNDERSTANDINGS

No bidder shall, at any time after the submission of a proposal, make a claim or assertion that there was any misunderstanding or lack of information regarding the nature or the amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the project manual or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals or proceeding with the described work. The contractor shall be liable for any resultant damage where he recognized such error, inconsistency, or omission and knowingly failed to report it to the City. The contractor will bear no liability for any errors that he discovers and reports to the City.

The bid documents (including all attachments and addenda), Bidder's response to RFB, contract, and purchase order shall constitute the full contract for this project. Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to the submission of a proposal. Verbal information obtained otherwise will not be considered in awarding of bids.

G. BID FORMS

The City has furnished to each bidder a standard bid form, which, when filled out and executed, may be submitted as his bid. Bids not presented on forms so furnished will be disregarded.

All bids shall give the prices proposed in the spaces provided and shall be signed by the bidder who shall fill out all blanks in the bid form as therein required. No telegraphic bids will be considered.

All bids shall be submitted in a sealed cover and plainly marked as a bid and identifying the project to which the bid relates and the date of the bid opening therefore. Bids that are not properly marked may be disregarded. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the City of Visalia prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

H. WITHDRAWAL OF BIDS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, only by written request for the withdrawal of the bid filed with the Purchasing Manager. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. No bid may be withdrawn after the time fixed in the public notice for the opening of bids.

I. DISQUALIFICATION OF BIDDERS

Only one bid may be submitted as a "prime contractor" for the same work by any firm, individual, partnership, corporation, or combination thereof. A contractor submitting a bid as a prime contractor may not also submit sub-bids to other competing prime contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. A contractor who is not submitting a bid as a prime contractor may submit any number of sub-bids to competing prime contractors.

J. OPENING OF BIDS

Bids will be publicly opened at the time, date and place indicated in the Notice Inviting Sealed Bids. Bidders or their authorized agents are invited to be present. Bidders name, location and bid amount will be read aloud. A bid summary will be prepared at that time. No other information will be provided until

after bids have been fully examined and accepted. No bids will be received, nor considered, after the time fixed for receiving them. Late bids will be returned unopened to the sender.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Invitation to Bid.

VII. PROTESTS/APPEALS

Because it is essential that bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved bidder knows, should have reasonably known, or could reasonably be expected to know, of the facts giving rise thereto; and
2. Should identify only the areas regarding big contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to bidder in writing within five (5) working days of receipt of the appeal unless the bidder is notified more time is required.
4. Further levels of appeal may be made in accord with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

VIII. AWARD AND EXECUTION OF CONTRACT

A. EVALUATION AND AWARD OF CONTRACT

The City of Visalia reserves the right to reject any or all bids; to waive any irregularities or informalities in any bid or the bidding process.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such proposer fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses or other money due to the City of Visalia.

The award, if made, will be made within ninety (90) days from bid closing date. Bidder agrees and so stipulates in submitting this bid, as though stated therein, and in any subsequent award of contract that:

1. Contractor is an independent contractor, not an employee, administrator, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should contractor be awarded contract, contractor shall not assign contract, or any part thereof, or any monies due or to become due thereunder, without prior consent of the City.

4. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Contractor shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the contractor, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring on open market, any items which the contractor agreed to supply, shall be borne and paid for by the contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contract shall be in the form of a City of Visalia Purchase Order and attachments of the bid documents, all addenda that were issued, the Contractor's bid in response to the RFB document, along with Contractor's Performance Bond and Certificate of Insurance.

6. Contractor is to sign a notice of acceptance (NOA) within 30 days of notice to award contract. Contractor will have those 30 days to review the contracted areas prior to signing the (NOA) notice of acceptance. Failure to sign (NOA) will result in forfeiture of contract.

B. BASIS OF BID AWARD

Award of bid(s) shall be made to the lowest bidder, whose bid is deemed both responsive and responsible and meets the specifications and qualifications listed in bid document.

C. REFERENCES

Where indicated on Bid Forms, Bidder shall include a list of three (3) accounts, complete with locations, that have been maintained for at least three (3) years, and that are similar in size and characteristics to those listed in these contract documents.

D. COOPERATIVE AGREEMENTS

All California agencies may purchase off of this agreement at the same prices, terms, conditions and specifications. Each agreement between a public agency and the successful contractor shall be found to be a separate and distinct legal and binding obligation of the successful contractor. The City of Visalia shall incur no responsibility in connection with purchase or agreement between another agency and the contractor. It shall be the successful contractor's responsibility to inform potential public agencies of this cooperative requirements contract.

E. CONTRACT BONDS

Required Contract Bonds: The Awarded Bidder will be required to provide to the City of Visalia with a "Performance Bond" in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award".

The Performance bond shall remain in force for the duration of the contract. It shall be updated annually and as needed during the contract year due to additions/deletions to the contract. According to City standard the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

F. FAILURE TO EXECUTE CONTRACT

Failure of the lowest responsible bidder, the second lowest responsible or third lowest responsible bidder to file acceptable bonds and meet with the project manager as provided herein within ten (10) days, not including weekends and legal holidays, after such bidder has received notice that the contract has been awarded to him may be just cause for the annulment of award.

IX. CONTROL OF WORK

A. CITY-CONTRACTOR RELATIONS

Project Manager's Responsibility and Authority. All work shall be done under the general supervision of the project manager or his designee(s). The contractor shall bear all responsibility for, and have all control over, in accordance with the bid specifications, the means, methods, techniques, sequences and procedures of the work and safety precautions or programs, and the project manager shall not have control over, nor bear responsibility for same. Nor will the project manager have control over nor bear responsibility for the acts or omissions of the contractor, sub-contractors, their agents, or employees, or for failure of any of these to carry out the work in accordance with the contract documents. The project manager has the right to reject work that does not conform to the contract documents. The project manager shall decide any and all questions which may arise as to the quality and acceptability of work performed, rate of progress of work, and all questions as to the acceptable fulfillment of the Contract on the part of the contractor.

Project Manager's Decisions. All claims of the contractor shall be presented to the project manager for decision that shall be made in writing within a reasonable time. All decisions of the project manager shall be final except in case which time and/or financial considerations are involved, which may be subject to rulings from the City Attorney.

Suspension of Work. The project manager shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the prosecution of work, or failure on the part of the contractor to carry out the provisions of the contract. The contractor shall not suspend operation without the project manager's permission.

Subcontracts. As specified by the contract documents the contractor shall submit in writing to the City the names of the subcontractors proposed for the work. The contractor is responsible to the City for the acts and omissions of his subcontractors, and of their direct and indirect employees, to the same extent, as he is responsible for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The contractor shall bind every subcontractor by the terms of the contract documents.

Oral Agreements. No oral order, objections, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

B. CARE OF EXISTING STRUCTURES

The contractor shall be liable for all damage done to any structure arising through his operations. He shall take care of and maintain all retaining walls, sewers, water service, drains, and culverts encountered in the performance of the work. The contractor shall repair all damage done to any of the said structures through his acts or neglect and shall keep them in repair during the life of the contract. He shall in all cases leave them in as good condition as they were prior to the commencement of the work.

Care shall be taken not to move, without the consent of the City Engineer, any sewers, drains, culverts water service, pipes, poles or other structures.

C. EXISTING UTILITIES

Contractor's attention is directed to the possible existence of utility services and other underground improvements. All reasonable precautions shall be taken to preserve and protect any such improvements. The contractor shall notify the project manager and Underground Service Alert companies of proposed locations and times for any and all excavations.

1. Prevention. Contractor shall be responsible for locating and preventing damage to known utilities. The contractor shall notify the owners of all utilities and substructures not less than forty-eight (48) hours prior to working in the vicinity of any such facility. In addition, the contractor shall request that the owners' pothole or otherwise expose all non-City owned high-risk underground facilities. If damage occurs to a known utility, the contractor shall repair utility at no additional expense to the City of Visalia.
2. Damage. If damage occurs to an unknown utility, the contractor shall repair the utility. An equitable adjustment will be made in accordance with work performed. Contractor is to furnish written quotation prior to commencement of work.
3. Connections. The contractor shall not make connection to, or draw water from, any hydrant or pipeline without first obtaining permission of the public or private authorities having jurisdiction over the use of said fire hydrant or pipeline, and from the private or public agency owning the affected water system. For each such connection made, the contractor shall first attach to the fire hydrant, or pipeline, a valve and a meter, if required by said authority, of a size and type acceptable to said authorities and agency. The contractor will be granted privilege to draw water from an authorized point of connection as needed for proper execution of said contract.

D. LABOR

The contractor must provide sufficient supervisory and working personnel to accomplish all work included in this contract satisfactorily and on schedule. All personnel are to be physically able to perform their work. Only workmen thoroughly familiar with their line of work will be employed on the job. Any overseer, superintendent, laborer, or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications, or refuses to carry out the orders of the owner, shall be discharged immediately, and such persons shall not again be employed on the work.

Qualifications of Employees

1. Ensure that employees are physically qualified to perform their assigned duties in a safe manner.
2. The contractor and all employees shall conduct themselves in a proper and efficient manner so as to cause the least annoyance to the public. The project manager may require the contractor to remove any careless, incompetent, or objectionable employees whose continued presence is judged to be not in the City's best interest.
3. Do not allow employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may predispose them to injury.
4. Operators of vehicles and equipment shall be able to understand signs, signals, and operating instructions, and be capable of operating such equipment. Contractor shall provide operating instructions for all equipment. Newly hired employees shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely and efficiently operating equipment. All operators of vehicles and equipment shall be properly licensed and shall operate vehicles used in the performance of the contract in a safe and prudent manner.

E. USE OF CITY PERSONNEL AND EQUIPMENT

City of Visalia shall not furnish personnel to assist the contractor in performance of the contract. The contractor understands that any offers of assistance by City Personnel are unauthorized and the contractor shall not accept such offers.

City of Visalia shall not furnish any equipment to assist the contractor in performance of the contract except for Toro Sentinel irrigation controller remotes and keys needed for landscape maintenance. If the remote and keys need to be returned before the final day of the contract or the last month's payment will be withheld and the amount for replacements deducted.

Contractor understands that any offers by City of Visalia Personnel to use City equipment for loading, processing, and disposal of the property are unauthorized and the contractor shall not accept such offers.

Contractor shall be billed for City personnel labor, equipment, and materials whenever City forces are called upon to repair damage caused by the contractor in the performance of work associated with this contract.

F. MATERIALS

Contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment and transportation necessary to provide contractual Landscape Maintenance for the areas identified in this RFB.

All vehicles utilized to carry out contracted work for the City shall be in compliance with the State of California emission inspection program.

X. MEASUREMENT AND PAYMENT

A. BILLING AND PAYMENTS

Contractor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The contractor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur. The City will routinely audit bills generated.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

B. MEASUREMENT AND PAYMENT

The contractor will be paid monthly in arrears for work satisfactorily performed under this contract. After completed work has been inspected and approved, payment will be made in no more than thirty (30) working days.

Contractor's monthly invoice must include:

- A signed Landscape Inspection sheet,
- signed monthly meeting sheet,
- signed irrigation schedule,
- a signed chemical usage report sheet, and
- a proposed chemical application sheet

C. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- Payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work under this contract and as a result of contractor's failure to properly make payments to its subcontractors or suppliers.
- Claims filed or reasonable evidence indicating the probable filing of claims. The City shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been withheld pursuant to this subsection, to the party or parties who are entitled to payment therefrom. The City will render to the contractor a proper accounting of all such funds disbursed on behalf of the contractor.
- Work required in the specifications which is not performed or is incomplete or for defective work not remedied.
- When Contractor is out of compliance with the requirements of the maintenance agreement, an appropriate downward adjustment in contractor's payment shall be made. Downward adjustments will be made for incomplete and /or unsatisfactory work or non-performance based on a percentage of the estimated cost to the City for each area maintained by the Contractor. See tables below which list the cost adjustment percentage. The Area Cost Estimate used by the City will be the square footage descriptions contained in Exhibit D-2 (or as that document is amended if additional areas are added during the term of the Agreement) and then adjusted based on the Unit Price provided by the successful bidder.

Areas with Planters and Turf:

Area Cost Estimate	Trash/Debris	Turf	Planters	Trees	Irrigation	Utilities Clear
	5%	25%	20%	25%	15%	5%

Areas with only Planters:

Area Cost Estimate	Trash/Debris	Planters	Trees	Irrigation	Utilities Clear
	5%	50%	25%	15%	5%

- If an inspection by City indicates an area is out of compliance, the City shall:
 - Notify the Contractor in writing of the area that the inspection showed was incomplete or unsatisfactory,
 - Describe the reason why the inspection listed the area as incomplete or unsatisfactory,
 - List the amount that the City will withhold if the area is not brought into compliance, and
 - List a date that re-inspection by the City shall occur.
- If the area is not brought into compliance by the re-inspection date or the matter otherwise resolved, the City shall withhold the stated amount for the incomplete and/or unsatisfactory work from the next payment processed by the City.
- If the corrections are not made by the Contractor, the City may, in the sole discretion of the City, have the out of compliance area brought into compliance by City forces or by a third party and charge the expense to the Contractor in lieu of a payment adjustment.
- The City reserves the right to assess a \$100 liquidated damage assessment per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract. Because it is difficult to estimate the potential costs to the City in responding to resident complaints over such conditions, \$100 is set as a reasonable estimate of potential costs to the City in responding to a failure by the Contractor.

D. EXTRA WORK

The contractor shall do no extra work except upon written order from the City. For such extra work the contractor shall receive payment as agreed upon in writing. The contractor shall furnish the project manager with report sheets in duplicate for each day's extra work no later than the working day following the performance of said work. After comparison with the project manager's records, any necessary adjustments shall be made. The reports shall be signed by both parties before they become a basis of payment for the work performed. Payment for extra work shall be made at the unit price or lump sum previously agreed upon by the contractor and the project manager.

XI. LEGAL RESPONSIBILITIES & SPECIAL PROVISIONS

A. ASSIGNMENT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet, or transferred.

B. TERMINATION OF CONTRACT

1. This contract may be terminated without cause by the City, in whole or in part, by giving the contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.
2. If the contractor shall fail to provide services or perform unsatisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice. Termination for cause may result in a contractor being considered a non-responsible bidder in future bids for services under the City of Visalia Purchasing Policy and Procedures.
3. Any assignment, subletting, or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall cause be for the City to immediately terminate the agreement for default.
4. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.
5. In the event of termination, Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

C. RIGHTS AND REMEDIES OF CITY FOR DEFAULT

In the case of default by contractor, and at the option of the City, the City may procure landscape maintenance service from another source, or sources, and may recover the loss occasioned thereby from any unpaid balance due the contractor. The prices paid by the City shall be considered the prevailing market price at the time service is delivered.

D. PERMITS AND LICENSES

Possession of a City of Visalia Business Tax Certificate is not required to submit a bid in response to this invitation. However, contractor, and all subcontractors, shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326. No payment on the contract will be made until such license

is obtained. **Contractor must possess all required State, Federal, and local licenses as it pertains to the scope of work of this RFB. Awarded Bidder must hold:**

- A C-27 Landscape Contractor's License,
- A Pesticide Applicator's License (QAL category "B"), and
- A valid Maintenance Gardener Pest Control Business License.
- A valid Department of Industrial Relations (DIR) Registration Number (as mentioned previously)
- A valid City of Visalia Business Tax Certificate (as mentioned in Section E)

- Awarded Bidder must also obtain a valid City issued encroachment permit to work in City Right of Way

E. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the bidder is particularly called to the requirement for ensuring that employees, and applicants for employment, are not discriminated against because of their race, color, national origin, ancestry, religion, physical or mental disability, marital status, political affiliation, or gender. Such affirmative action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. It is understood and agreed that the contractor shall comply with all requirements, when applicable, of the California Fair Employment Practices Commission and provisions, when applicable, of all Federal, State of California, County of Tulare and City of Visalia laws and ordinances, in performance of fulfilling this agreement.

F. ETHICS IN PUBLIC CONTRACTING

Each offeror, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the offeror certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

G. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the award of any contract, the potential contractor may be required to certify in writing to the Purchasing Manager that no relationship exists between the contractor and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

H. PREVAILING WAGES & LABOR LAWS

Consultant must comply with State and Federal Regulations that apply to this contract, including Prevailing Wage requirements as applicable. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations.

Labor Laws. The contractor, and all subcontractors, suppliers, and contractors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Contractor shall also adhere to the requirements of State Labor Code Sections 1810 and 1815 pertaining to working hours and overtime rates of pay. The contractor or any subcontractor performing work or subcontracting to do any of the work contemplated by this contract shall comply with existing Labor Codes regarding employ of aliens except under extraordinary emergencies (Section 1851.5, 1850 to 1854).

I. INSURANCE AND INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City of Visalia, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with contractors (or contractors subcontractors, if any) performance or failure to perform, under the terms of this contract; except to the extent those which arise out of the negligence of the City of Visalia.

Without limiting the City of Visalia's right to indemnification, it is agreed that contractor shall secure prior to commencing any activities under this contract, and maintain during the term of the contract, insurance coverage as follows:

1. Workers' Compensation insurance as required by California statutes.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this contract shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this contract shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under this contract with the City of Visalia."

J. PUBLIC CONVENIENCE AND SAFETY

The contractor shall at all times so conduct his work as to insure the protection of persons and property in a manner satisfactory to the City. The contractor agrees that he shall maintain the work site and adjacent areas thereto, including all rights-of-way, in a reasonable, secure, and safe manner during the course of work.

Traffic and Access. The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic, vehicular and pedestrian, and inconvenience to the general public and the residents in the vicinity. The contractor shall notify the occupants of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access. No overnight closure of any driveway will be allowed except as permitted by the owner. When working in City Right of Way, the Contractor shall comply with

the California Department of Transportation, Manual of Uniform Traffic Control Devices that specifies safety procedures that protect the Contractor's employees and the driving public.

Street Closures and Detours. Street closures will not be allowed except as specifically permitted by the City and the proper governmental authority. The contractor shall prepare any traffic control or detour plans that may be required as directed by the City of Visalia.

K. SAFETY ORDERS

The contractor shall comply with the provisions of any ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

Contractor shall agree that all material delivered and services rendered under this bid complies, as applicable, with the Occupational Safety and Health Act of 1970 (or latest revisions), including all applicable amendments thereof, the State of California Industrial Safety Act, and regulations issued thereunder and the Williams-Steiger Federal Occupational Safety and Health Act, and certifies that all items furnished under this bid will conform and comply with the indemnification and hold harmless clause for all damages assessed against Buyer as a result of contractor's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Order to so comply. This guarantee is in addition to, and not intended as a limitation on, any other warranty, expressed or implied.

In case of conflicts between Federal, State, and local safety and health requirements, the most stringent shall apply. Failure to comply with the requirements of this section and related sections may result in suspension of work.

L. HAZARDOUS WASTE

Contractor shall notify the project manager immediately if any hazardous materials are found on site.

M. DUST ABATEMENT

The contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the contractor is relieved of further responsibility by the project manager. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the various prices named in the bid sheet for completion of the work.

N. NOISE LEVELS

Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at <http://www.visaliapurchasing.org>.

O. PERSONNEL PROTECTIVE EQUIPMENT

Meet requirements of NIOSH (National Institute for Occupational Safety and Health), and SHA (Mining Safety and Health Act of 1977), where applicable, as well as ANSI (American National Standards Institute.)

P. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Q. COMPLIANCE WITH LAWS

Contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State or Local laws, rules regulations or ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

R. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

S. FIREARMS

Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

T. EXECUTIVE ORDER N-6-22 – Russia Sanctions Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Name of Bidding Agency: _____

EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-07, LANDSCAPE MAINTENANCE OF QUADRANT F

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-07 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of RFB-22-23-05 including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERS, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

The quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.

Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. The City reserves the right to award the contract at a service level deemed appropriate for the areas in the Quadrant. The resulting contract award may be one of the following:

- All areas of the Quadrant at Level A;
- All areas of the Quadrant at Level B;
- All areas of the Quadrant at Level C; or
- A combination of Service Levels deemed appropriate for each area of the Quadrant

Once awarded, the City reserves the right to increase or decrease the Level of Service in any area(s) of the Quadrant, through a contract amendment, according to the Contractor's bid pricing. The City also reserves the right to add or delete areas from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to

Name of Bidding Agency: _____

the specific area. Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT F, PER SPECIFICATIONS OF RFB-22-23-07

Level A Service Service once per week (52 times annually)	Quantity (Sq. Footage)	X	Unit Cost (Monthly)	=	Monthly Price
Turf (including irrigation maintenance)	152,536 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Total Monthly for Level A Service					\$_____

Level B Service Service at two-week intervals (26 times annually)	Quantity (Sq. Footage)	X	Unit Cost (Monthly)	=	Monthly Price
Turf (including irrigation maintenance)	152,536 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Total Monthly for Level B Service					\$_____

Level C Service Service once per month (12 times annually)	Quantity (Sq. Footage)	X	Unit Cost (Monthly)	=	Monthly Price
Turf (including irrigation maintenance)	152,536 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	\$_____/sq. ft.	=	\$_____
Total Monthly for Level C Service					\$_____

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	\$_____ per hour

Bidding Company's Name

Business Address

City

State

Zip

Name of Bidding Agency: _____

Authorized Signature

Date

Printed Name of Person Authorized to sign

Telephone No.

Fax No.

Email Address

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: _____

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326

FEDERAL TAX I.D. NO: _____

BIDDING CONTRACTOR'S D.I.R. REGISTRATION # _____

BIDDER HAS SUBMITTED THE FOLLOWING WITH BID:

10% Bid Guarantee Bond Yes _____ No _____

Pesticide Applicator's License (QAL) Category "B" Yes _____ No _____

Valid Maintenance Gardener Pest Control Business License Yes _____ No _____

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name	Address	Tel. No.	Contact
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Name of Bidding Agency: _____

REFERENCES

Bidder is to list **three (3)** accounts as references, complete with locations, that Bidder has maintained for **at least three (3) years** and **are similar in size and characteristics to those listed in this RFB**.

1.	_____	_____	_____	_____
	Company Name	Contact Person	Phone	Length of Contract

	Description and Location of area(s) maintained.			
2.	_____	_____	_____	_____
	Company Name	Contact Person	Phone	Length of Contract

	Description and Location of area(s) maintained.			
3.	_____	_____	_____	_____
	Company Name	Contact Person	Phone	Length of Contract

	Description and Location of area(s) maintained.			

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1.	_____	_____	_____	_____
	Name	Address	Email	

	CSLB #	Expires	Trade	DIR Registration #
2.	_____	_____	_____	_____
	Name	Address	Email	

	CSLB #	Expires	Trade	DIR Registration #
3.	_____	_____	_____	_____
	Name	Address	Email	

	CSLB #	Expires	Trade	DIR Registration #

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: _____ Business Address: _____

Signature: _____ Date: _____

Name of Signing Official (Print or Type): _____

Title of Signing Official: _____ Company Seal (if any): _____

**CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official (Print or Type) : _____

Title of Signing Official: _____ Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____ for improvement of

Invitation to Bid No. **22-23-07**

Project: **Landscape Maintenance of Quadrant F in Visalia, CA**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 2023

Company (Principal): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
 CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____ Date: _____

Company Seal (if any): _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

**WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

CITY OF VISALIA, CA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees.

For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Submitted by: Name _____

Date _____

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE OF PERSON SIGNING	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT “C”, Sample Contract – do not submit with Bid
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE
OF QUADRANT F
(City of Visalia Bid No. 22-23-07)

This Agreement, entered into and effective this _____ day of _____, 2023 [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and _____ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

RECITALS

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into an annual contract for Landscape Maintenance which was let to bid on _____ as evidenced by Bid No. 22-23-07 (the “Project”); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified, and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the CITY’s option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

CITY will be presumed to request renewal unless the CITY delivers a thirty (30) day written notice of non-renewal to the CONTRACTOR prior to the renewal date.

If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide the CITY with written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR **fifteen (15) days’** written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds. Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT	DESCRIPTION
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFB-22-23-07, Landscape Maintenance of Quadrant F, including all attachments and addenda
Attachment 4	CONTRACTOR's bid in response to Bid No. 22-23-07

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (if any) ("Scope of Services"):

All work described in Scope of Services in Bid No. 22-23-07.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced (monthly)	As requested by Contractor (monthly)

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The

adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

Total Compensation:	\$ Not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.
CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA

707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

- J. Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. City Ordinance:** Contractor shall follow all rules and regulations regarding the City of Visalia Ordinances. Any fines resulting from not following the City's ordinance, including but not limited to the City's Water Conservation Ordinance, will be the sole responsibility of the Contractor.
- N. Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit "C"
Attachment 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

- b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division