



# CITY OF MERCED

## REQUEST FOR PROPOSALS

### LANDSCAPE MAINTENANCE SERVICES

The City of Merced (City), Public Works Department, invites your proposal to perform landscape maintenance services on identified City-owned landscape park turf areas. The selected contractor shall perform the tasks specified in the “Scope of Services” attached to this Request for Proposal (RFP).

For all proposals over \$15,000, the proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

A **Class C-27** landscaping contractor’s license is required at the time your proposal is submitted. The contract agreement will be for a term of two (2) years, commencing on July 1, 2024 and ending on June 30, 2026. The City has the option to extend the term of the agreement for a maximum period of three (3) years ended on June 30, 2029.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later than **12:00 p.m. on Friday, February 2, 2024.**

#### **Fee Proposal:**

One (1) copy of a separate Fee Proposal shall be submitted in a separate sealed envelope marked “Fee Proposal for Landscape Maintenance Services”.

#### **Mailing Instructions:**

Juan Olmos  
Tax Services Manager  
City of Merced Public Works  
1776 Grogan Avenue  
Merced, CA 95341

**Inquiries:**

Questions pertaining to the RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Juan Olmos, Tax Services Manager, phone number (209) 385-6806, [olmosj@cityofmerced.org](mailto:olmosj@cityofmerced.org)

Maps of areas are available upon request.

## TABLE OF CONTENTS

OBJECTIVE .....	4
METHOD OF COMPENSATION .....	4
SPECIAL ISSUES AND REQUIREMENTS .....	4
PROPOSAL CONTENT.....	5
PROPOSAL SELECTION .....	6
PROTEST PROCESS.....	6
PUBLIC RECORD .....	8
WITHDRAWAL OF PROPOSALS .....	8

## ATTACHMENTS

- A. Form of Agreement
- B. Scope of Services
- C. Park Locations
- D. Itemized Fees Proposal Sheet

## **OBJECTIVE**

The City of Merced Public Works Department is seeking a qualified contractor to perform parks mowing, edging, blowing maintenance; pruning of rose bushes, trees, groundcover, and other vegetation; litter removal; traffic control setup; and dust control maintenance.

See **Attachment B – “Scope of Services”** for a detailed description of all work to be performed and **Attachment C – “Service Locations”** for a complete listing of all landscape maintenance areas. It is the responsibility of the contractor to be familiar with each service location and bid accordingly.

The City reserves the right to execute the contract to meet the available revenue of a specific Area, such as will-call landscape clean ups, reduced maintenance levels, etc. In addition, the City also reserves the right to contract Areas individually, multiple Areas bundled together, or in one (1) single contract.

## **METHOD OF COMPENSATION**

Increases in compensation for the three-year extension period will be determined by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI)-All Urban Consumers West report. At no time, will the compensation amount fall below the previous year’s contract amount. The base month and year for calculating potential CPI increases will begin on January 1, 2026, and each succeeding year thereafter during the extension period. At no time will the CPI increase exceed 3% annual.

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

## **SPECIAL ISSUES AND REQUIREMENTS**

Form and Execution of Contract. The form of contract is **Attachment A**. It shall be executed and returned with the Contractor’s proposal. If the Consultant is unable to execute the Contract, then the Consultant’s proposal will be deemed incomplete and not considered.

Labor Code. The Contractor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Prevailing Wage. If the proposal exceeds \$15,000, the contractor shall abide by the following:

**The proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.**

Insurance. The Contractor shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the City of Merced as additional insured.

Conflict of Interest. The Contractor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Merced Business License. Contractor shall obtain and maintain a City of Merced Business license throughout the contracted period.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work.
- b. Project Experience. The RFP shall list and describe previous experience and expertise with providing high quality landscape maintenance service to special areas and project management, including a description of a minimum of three such projects.
- c. Project Understanding. The RFP shall include a summary of the team's understanding of the work to be provided to the City of Merced as well as any recommendations regarding needed services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein. Provide verification of licensing.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team.
- f. Fee Estimates. Each proposal shall include a complete fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Proposer must submit cost proposal in the form of **Attachment D – "Itemized Fee Proposal Sheet"**.

- g. Number of Employees for Contract. The RFP shall include the number and titles of employees that will be dedicated to the landscape maintenance contract for the City of Merced.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award. Award may be made in whole or part to one or more contractors.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

### **PROTEST PROCESS**

**BID PROTEST AND APPEAL:** Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

#### **PROTEST SUBMISSION**

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).

- (2) The written protest may be delivered in person or via certified mail to the PS.
- (3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PS shall meet the following prerequisites:
  - a. The name, address, and business telephone number of the protestor.
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
  - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
  - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

#### PROTEST REVIEW AND APPEAL

- (1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

## **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

---

**All submittals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Juan Olmos  
Tax Services Manager  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341  
(209) 385-6806  
[olmosj@cityofmerced.org](mailto:olmosj@cityofmerced.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and \_\_\_\_\_, a \_\_\_\_\_, whose address of record is \_\_\_\_\_, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to \_\_\_\_\_; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide \_\_\_\_\_ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the \_\_\_\_\_ services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the \_\_\_\_\_ or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “B” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon July 1, 2024, and end on June 30, 2026. Upon expiration of this Agreement, and upon approval by the City, Contractor shall have the option to renew this Agreement for an additional maximum period of three (3) years ending on June 30, 2029. Annual CPI increases will be calculated using United States

Department of Labor, All Urban Consumer-Western Region. At no time will CPI increases will be higher than 3%.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$\_\_\_\_\_.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. Workers' Compensation Insurance. Full workers' compensation

insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to

be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Reserved.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties

and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions

of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Landscape Maintenance Services -Mowing and Edging**

**Scope of Service**

- The contractor shall provide Landscape Maintenance-Mowing and edging of approximately 179 acres of parks and street center-medians within the City of Merced. (see attachment)
- The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The contractor shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.
- The Scope of Service is to be used as a general guide and is not intended to be a complete list of all services necessary to complete the project.
- The contractor shall be liable for all damages done as a result of mower/edger or related operations to fixed objects such as sprinklers, backflows, signs, posts and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damages shall include among other things: skinning, scraping, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.
- The contractor shall furnish all transportation, equipment and necessary supplies including but not restricted to: mowers, edgers, and blowers.
- The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in scope of service.
- The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.
- Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum 2" and maximum of 4".
- The contractor shall have enough equipment and personnel to complete each mowing and edging cycle at each site contracted for.
- Mowing cycles shall be completed weekly through the months of March through October, and as necessary when conditions permit in November through February. Sports fields at McNamara Park, Nannini Sports Complex and Joe Herb Park shall be mowed weekly during November through February as conditions permit.

## ATTACHMENT B

- Grass shall not be allowed to reach a height of five (5) inches or more and shall be mowed to the minimum height of two (2) inches. All elements of the lawn maintenance cycle shall be completed the same day they are started.
- No partial mowing will be allowed unless the weather forces a delay. If rain or excessively wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist. Clippings shall be removed if visible after mowing and removed at the contractor's expense.
- No clippings shall be disposed of in or on City property unless a prior agreement has been made. Crews shall not blow debris into street/curb or storm drains. Contractor must follow all current Federal, State and Local Best Management Practices.
- Contractor shall edge along all walks and curb areas every mowing. Edging shall not be wider than ½ inch from edge of sidewalks to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense.
- No mowing or edging shall be done on weekends, unless approval is obtained by Contract Administrator.
- The contractor shall perform no additional work/service, unless approved in advance by the Public Works Director or designee stating the dollar value of the services, method of payment, and any adjustment in contract time. Any work done without the permission of the City is a gift from the contractor.
- Contractor must notify City of all irrigation issues within 24 hours, i.e. broken sprinklers, overwatering/flooded areas hindering completion of the mow cycle.
- The completed work will be paid for as service rendered monthly. If service has not been performed in accordance with the agreement liquidated damage will be assessed.

## **Landscape Maintenance Services – Applegate Peg McDonald Rose Garden-**

### **Scope of Service**

The contractor shall provide weekly services to maintain the area referred to as the Applegate Peg McDonald Rose Garden, including:

- Shrub pruning, rose bush dead heading, rose bush trimming, small tree trimming, and low branch tree trimming;
- Blowing off concrete walk areas;
- Weedeating and spraying herbicide onto weeds in planter areas and concrete joints;
- Irrigation management, irrigation check-up, and minor drip repairs;
- Removal of small landscape related debris and trash debris off site, including disposal fees.

### **PRUNNING-GENERAL**

All shrubs and trees shall be pruned as required to maintain them in a healthy growing condition. Pruning is to be done in a manner which promotes the plants' natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

Growth shall be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

### **Trees-General**

The contractor shall be responsible for all pruning that can be reached with a 12- foot pole-saw by a person standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to 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 approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the attention of the Director of Public Works or his designee within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

IRRIGATION-GENERAL

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage 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 full coverage shall be the contractor's responsibility.

**A. Maintenance**

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off time into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. Sprinkler heads;
2. Sprinkler caps;
3. Sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

**B. Inspection**

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination 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 shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, the work will be done by others and billed to the contractor.

**SPECIAL NOTE**

Landscape maintenance services are to be provided to each Area as agreed upon and outlined in finalized contract. The contractor is required to provide the City with a weekly work schedule of maintenance areas to be serviced (one week in advance).

In addition, the contractor is to maintain work record logs of areas completed and make available to the City upon request.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense as soon as possible. Any hazardous conditions noted, or seen, by the Contractor at the Landscape Maintenance Area(s) that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

**LANDSCAPE MAINTENANCE LOCATIONS**

<b>PARK NAME</b>	<b>MOW ACREAGE</b>	<b>TOTAL ACREAGE</b>	<b>ADDRESS</b>
Ada Givens Park	4.95	4.99	2904 Green Street
Albert Lawson Park	3.25	3.25	204 W. 28th Street
Applegate Park	20.67	32.12	1045 W. 25th Street
Benjamin Banneker Memorial Park	0.96	0.96	1311 2nd Street
Black Rascal Creek Bikeway Park "R" to Hwy 59	2.89	13.69	Black Rascal Creek
Black Rascal Creek Bikeway Park G to Cherokee	3.99	7.10	Black Rascal Creek
Black Rascal Creek Bikeway Park M to R	4.62	7.10	Black Rascal Creek
Black Rascal Creek Bikeway Park Parsons to McKee	1.28	7.34	Black Rascal Creek
Bob Carpenter Park	5.53	5.98	1801 Silverado Avenue
Bob Hart Square	0.18	0.41	500 Block of Main Street
Bruce Gabriault (Hansen) Park	0.19	0.21	1352 Hansen Ave
Burbank Park	2.99	3.79	450 E. Olive Avenue
Carol Gabriault Park	5.00	5.75	1601 Willowbrook Drive
Charles Richard Drew Park	0.38	0.51	820 "N" Street
Staff Sergeant Frank Joseph Gasper Park	0.23	0.25	499 E. 23rd Street
Davenport Park	7.06	8.84	1311 Cormorant Drive
Dennis Chavez Memorial Park	0.39	0.54	1120 "W" Street
Diego Rivera Park	0.23	0.25	940 "P" Street
Dwight Amey Park	6.84	8.17	3389 Blix Avenue
Elmer Murchie Park	3.55	3.55	4495 Bancroft Drive
Fahren's Park	15.75	47.62	"R" & Buena Vista to end of Frisbee Park
Frederick Douglas Park	0.87	0.89	1528 W.8th Street
Gilbert Macias Park	4.91	4.91	229 E. Childs Avenue
Harriet Tubman Park	0.33	0.44	706 W. 4th Street
Joe Herb Park	14.59	26.60	2200 Yosemite Parkway
Lincoln Ave Park Strip	0.70	0.70	3101 Lincoln Avenue
Love Veasley Family Park	0.15	0.17	452 W. 6th Street
Macready Park	3.10	3.10	3 Macready Drive
McNamara Park	5.31	8.70	1040 Canal Street
Merced Dog Park	2.88	9.41	1125 W. Yosemite Avenue
Neighborhood Park E. 12th	0.34	0.39	67 E. 12th Street
Neighborhood Park West & U	0.15	0.15	305 "U" Street
Little Angels Park	0.14	0.17	121 W. 11th Street



## ATTACHMENT C

Public Works Corporation Yard	0.77	0.77	1776 Grogan Avenue
Rahilly Park	13.75	28.02	3400 Parsons Avenue
Ray Flanagan Park	3.00	3.95	440 Cone Avenue
Richard Bernasconi Park	2.56	11.15	3791 Jardin Way
Roland Brooks Park	3.58	4.21	495 S. "G" Street
Rudolph Joseph Merino Park	7.49	8.69	1275 Pacific Drive Between "R" & "M"
Santa Fe Strip Park	9.08	9.08	Donna to Yosemite 1755 W.N. Bear Creek Ave
Stephen Gray Park	0.70	1.01	650 "T" Street
Stephen Leonard Park	2.12	2.70	"N" Street between 16th and 23rd Street
Street Median Park Strip "N" Street	0.50	0.50	1013 Rambler Road
Street Park Rambler/Pat Nolet Park Island	0.12	0.12	Wardrobe & West Avenue
Stuart Park/Industrial sign	0.17	0.17	76 South "S" Street
William Lloyd Garrison Park	0.86	1.02	1803 Wardrobe Avenue
Nannini Youth Sports Complex	9.72	12.34	1045 W. 25th Street
Applegate Rose Garden	N/A	N/A	597 E. Childs Avenue
Childs & B Street Mini Park	.04	.19	

*\*Use Whole Numbers Only***Maintenance Areas****Cost per Month  
For Weekly Svc**

Ada Givens Park	\$
Albert Lawson Park	\$
Applegate Park	\$
Benjamin Banneker Memorial Park	\$
Black Rascal Creek Bikeway Park "R" to Hwy 59	\$
Black Rascal Creek Bikeway Park G to Cherokee	\$
Black Rascal Creek Bikeway Park M to R	\$
Black Rascal Creek Bikeway Park Parsons to McKee	\$
Bob Carpenter Park	\$
Bob Hart Square	\$
Hansen Park	\$
Burbank Park	\$
Carol Gabriault Park	\$
Charles Richard Drew Park	\$
Staff Sergeant Frank Joseph Gasper Park	\$
Davenport Park	\$
Dennis Chavez Memorial Park	\$
Diego Rivera Park	\$
Dwight Amey Park	\$
Elmer Murchie Park	\$
Fahren's Park	\$
Frederick Douglas Park	\$
Gilbert Macias Park	\$
Harriet Tubman Park	\$

## ATTACHMENT D

Joe Herb Park	\$
Lincoln Ave Park Strip	\$
Love Veasley Family Park	\$
Macready Park	\$
McNamara Park	\$
Merced Dog Park	\$
Neighborhood Park E. 12th	\$
Neighborhood Park West & U	\$
Little Angels Park	\$
Public Works Corporation Yard	\$
Rahilly Park	\$
Ray Flanagan Park	\$
Richard Bernasconi Park	\$
Roland Brooks Park	\$
Rudolph Joseph Merino Park	\$
Santa Fe Strip Park	\$
Stephen Gray Park	\$
Stephen Leonard Park	\$
Street Median Park Strip "N" Street	\$
Street Park Rambler/Pat Nolet Park Island	\$
Stuart Park/Industrial sign	\$
William Lloyd Garrison Park	\$
Nannini Youth Sports Complex	\$
Applegate Rose Garden	\$
Childs & B Street Mini Park	\$
<b>Total Per Month:</b>	\$