



MORGAN HILL COMMUNITY SERVICES DEPARTMENT  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037  
408-779-7271

WWW.MORGANHILL.CA.GOV

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Request for Proposals  
2016-2018 Landscape Maintenance Services  
for  
City Facilities, Assessment Districts and Misc. Landscaping Work

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The City of Morgan Hill is requesting proposals from qualified contractors to provide professional landscape maintenance services for the Morgan Hill Civic Center, Recreation Facilities, Assessment Districts and Miscellaneous Landscape work..

**Proposals are due on Wednesday, May 4, 2016 at 2:30 p.m. at the City of Morgan Hill City Hall located at 17575 Peak Avenue in Morgan Hill, 95037.**

**Mandatory Prebid Meeting on Tuesday, April 12<sup>th</sup> at 9:00 a.m. at the City Corporation Yard located at 100 Edes Court in Morgan Hill**

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**REQUEST FOR PROPOSAL INFORMATION**

SECTION 1 – General Instructions and Information for Contractors

SECTION 2 – Technical Specifications

SECTION 3 – Proposal and Schedule, Subcontractor List, Non-collusion Affidavit

**EXHIBITS**

A-City of Morgan Hill Landscape Standards

B-City of Morgan Hill Landscape Inspection Rating Form

C-Site Maps for Group 2

D- Site Maps for Group 4

E- Site Maps for Group 5

F- Sample Maintenance Services Agreement

G- Non-Collusion Affidavit

H- 2016-2018 Landscape Services Costs Proposal

I- Subcontractors List

J-Integrated Pest Management (IPM) Plan

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## SECTION 1 – General Instructions and Information for Contractors

**Proposal Submission.** Deliver sealed proposals to the Community Services Department, City of Morgan Hill City Hall, located at 17575 Peak Avenue, Morgan Hill, California, by 2:30 p.m. on Wednesday, May 4, 2016. Proposals must be addressed to the Community Services Department, and labeled as “Response to RFP for 2016-2018 City Landscape Maintenance Services.” Proposals will be publicly opened at 2:30 p.m. at same address. Contractor is to complete the following bid documents and include in the bid package:

- Proposal Narrative (Section 1-5)
- Bid Cost Proposal (Exhibit H)
- Subcontractors List (Exhibit I)
- Noncollusion Affidavit (Exhibit G)

**Examination of Contract Documents and Project Site(s).** Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site(s) prior to submitting a Bid Proposal. Note that any areas and quantities noted are for information only. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

**Addenda.** Any addenda issued prior to Bid Time shall constitute part of the Contract Documents. The City reserves the right to issue addenda prior to Bid Time.

**Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with a written request for substitution.

**License.** The successful bidder and any subcontractor(s) must possess a current and valid California contractor’s license(s) in the classification(s) required by law to perform the work as well as a City of Morgan Hill Business License. (C-27 Landscape Contractor License)

**City Representative.** The designated City representative for this procurement process is Cynthia Iwanaga, Management Analyst at [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov)

### Insurance

No later than ten days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Owner may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **Contractor further understands that the City reserves**

**the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Contractor, at any time as deemed necessary to protect the interests of the City.**

**(A) Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:

- (1) Commercial General Liability Insurance ("CGL"):** Contractor shall maintain CGL and shall include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

  - a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
  - b. CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.
- (2) Workers' Compensation Insurance and Employer's Liability:** Contractor shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- (3) Automobile Liability:** Contractor shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Contractor does not own automobiles, then Contractor shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- (4) Pollution (Environmental) Liability:** Because the performance of Contractor's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

**(B) Required Endorsements.** Contractor shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

- (1) ALL Policies:  
"Waiver of Subrogation" - Each required policy, with the exception of Builder's Risk and Professional Liability, must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.
- (2) General Liability:
  - a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
  - b. "Primary and Non-Contributing" - Insurance shall be primary non-contributing;
  - c. "Separation of Insureds" - The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(C) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

(D) **Qualification of Insurers.** All insurance required pursuant to this Contract must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VIII" or better.

(E) **Certificates.** Contractor shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Contractor's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill  
Attn: Risk Management  
17575 Peak Avenue  
Morgan Hill, CA 95037

**DIR Registration:** Per the California Labor Code, bids can only be accepted from bidders who are registered contractors, registered subcontractors and suppliers who are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

**Prevailing Wages.** Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite.



This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to The City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

**Additive or Deductive Items.** If this bid solicitation includes additive or deductive items, the method to be used to determine the lowest bid is "The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items".

Owner retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

**Bid Protest.** Any bid protest must be in writing and received by the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The protested bidder may submit a written response to the protest, provided the response is received by Owner before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**Rejection of Bids and Award of Contract.** City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Contract will be awarded, if at all, within sixty (60) calendar days after opening of Bids, to the responsible bidder submitting the lowest responsive bid.

# **Technical Specifications**

## **2016-2018 LANDSCAPE MAINTENANCE SERVICES**

### **CITY OF MORGAN HILL FACILITIES, ASSESSMENT DISTRICTS AND MISC. LANDSCAPING**

#### **INCLUDING:**

PROPOSAL INFORMATION FOR CONTRACTORS  
GENERAL CONDITIONS  
SPECIAL PROVISIONS  
CITY OF MORGAN HILL LANDSCAPE STANDARDS  
SITE MAPS  
SAMPLE CONTRACT  
COST PROPOSAL FORM

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# SECTION 1

## PROPOSAL INFORMATION FOR CONTRACTORS

### 1-1 TENTATIVE SCHEDULE OF ACTIVITIES

The tentative schedule of key milestones related to the City of Morgan Hill Request for Proposal (RFP) for Facility, Park and Median Landscape Maintenance Services is as follows:

1. **Mandatory Prebid Conference Tuesday, April 12, 2016 @ 9:00 a.m.** followed by optional site visits.

The prebid conference is mandatory. Proposals from Contractors who do not attend the mandatory Preproposal Conference will be rejected. The prebid conference will begin at the designated start time. Tardiness will be grounds for disqualification.

**Location: Morgan Hill Corporation Yard, 100 Edes Court, Morgan Hill, CA**

**Time: 9:00 am. Non-mandatory site visits will follow.**

2. **Written Questions Submission to the City - *Deadline Tuesday, April 19, 2016***
3. **City Response to Written Questions *Wednesday, April 27, 2016***
4. **Receipt of Proposals to City by 2:30 p.m. on *Wednesday, May 4, 2016***
5. **Interviews (as needed) *Week of May 16, 2016***
6. **Anticipated Contract Award by City Council *Wednesday, June 1, 2016***
7. **Commencement of Contract *July 1, 2016***

### 1-2 SCOPE AND LOCATION OF WORK

The City is requesting landscape maintenance services for three (3) separate service groups. Contractors are encouraged to bid on any number or all of the groups although there is no requirement to bid on more than one group. Each specific group will be awarded to the qualified contractor with the highest score for that group. Extra work pricing must be provided for each group.

The Facility, Park, Assessment District and Median Landscape Maintenance Contract ("Contract") is an outcome based contract where the City has established specific landscape standards as outcomes. The Contractor is responsible for developing a base bid necessary to maintain the expected outcome standards. The bid is to be presented with the total cost for each service group for a two year period. The City will inspect the work of the Contractor against the stated standards to determine compliance and payment.

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, and equipment needed for complete landscape maintenance services in the following service groups:

Group 2     Civic Center, Recreation Facilities and Police Department Landscape Maintenance

Group 4     Assessment District Landscape Maintenance – North/East

### **1-3 EXAMINATION OF CONTRACT DOCUMENTS**

Each Contractor shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Exhibit F, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the Contract Documents. Submission of a proposal shall constitute acknowledgment, upon which Morgan Hill may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve the Contractor of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to the proposal or selection process.

### **1-4 INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents after the mandatory bidder's conference. Requests for interpretation shall be made in writing to the Maintenance Management Analyst by Tuesday, April 19, 2016. All requests for interpretation shall be directed to Cynthia Iwanaga, Maintenance Management Analyst.

Cynthia Iwanaga  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

E-mail: [cynthia.iwanaga@morganhill.ca.gov](mailto:cynthia.iwanaga@morganhill.ca.gov)

No other individuals are to be contacted in this regard. All requests for interpretation and answers will then be communicated to all bidders who attended the mandatory prebid conference and supplied email addresses at that time.

### **1-5 PROPOSALS**

Proposals shall be in written form and must include, at a minimum, the information requested by the City. Additional pages may be attached to the proposal, as supplemental, but not as replacement pages. All proposals shall give all information requested therein, and shall be signed by the Contractor or an authorized with legal authority to bind the Contractor, with their address and contact information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a proposal will render the proposal non-responsive and may cause its rejection.

Each proposal shall be enclosed in a sealed envelope, labeled "RESPONSE TO LANDSCAPE MAINTENANCE RFP," and delivered to the Office of the City Clerk, 17575 Peak Ave., Morgan Hill, California, 95037 by Wednesday, May 4, 2016 at 2:30 p.m. (the "deadline date"). Contractors are warned against making erasures

or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. Proposals must be submitted on recycled paper.

No oral, email, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted.

No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Morgan Hill reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of Morgan Hill, and waive any informalities or irregularities in the proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. Introduction: Introduce the proposal, including a statement of Contractor's approach for providing Landscape Maintenance Services to the City of Morgan Hill. Provide the name of the company submitting the proposal, the mailing address, telephone number, fax number, address, and the name of the contact person.
- B. Statement of Qualifications/Responsiveness: Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other governmental organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.
- C. Financial Stability: The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop notices, judgments, lawsuits and foreclosures, or any such actions filed or resolved in the past seven (7) years. Also, furnish a statement of financial resources demonstrating that the proponent has the ability to maintain a staff of regular employees or contractors adequate to insure continuous work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.
- D. Resources and Service Description: Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services. Special emphasis should be placed on how your company will "partner" with the City to provide innovative approaches and techniques in both the services provided today and in the way it will respond to future needs in this community. Include how you can build trust into the relationship between your company and the City.
- E. Staffing Process: Include a work plan of how you will staff and supervise each area. Include the estimated hours needed to maintain each district, listing each district separately. Provide a monthly calendar indicating staffing and work strategies throughout all seasons of the year. Discuss how you will adhere to all maintenance schedules.



1-1 Provide a complete overview of all training programs provided.

1-2 Detail your company's employee retention program and philosophy. Include a complete overview of your company's employee benefits package for ALL employee categories to be assigned to this contract, include supervisors, full time line staff and part time line staff for each area in the bid.

1-3 List the full or part time status of each employee that will be assigned to this Contract as well as a complete organizational chart for your company.

1-4 Describe the designated on-site supervisor's role in delivery of contract services and availability of on-site supervisor and contingency plans when not available. Describe the line staff's role in the delivery of exceptional service. Describe the designated on-site irrigation staff's role in the delivery of exceptional service.

1-5 Include resumes for all Account On-Site and all irrigation staff assigned to this Contract.

F. Liability Issues: Discuss how your company handles damage or theft claims.

G. Logistics: Describe how your company will make available the equipment and supplies machinery, signs, cones, tools, chemicals, etc. needed to perform all work, where your company is based and where your company will store equipment.

H. Chemicals: List the chemicals proposed for use in this Contract. Describe how each will be used and methods used to comply with the Department of Pesticide Regulation.

I. Equipment: Attach an equipment inventory listing all equipment and vehicles to be used for this Landscape Maintenance Services Agreement. Indicate equipment that currently exists in your fleet and equipment that would need to be procured if this Contract is awarded to your company.

J. Communication: Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.

K. Technology: Discuss any technology tools your company uses to stay innovative and responsive to the needs of the services you provide and will allow your staff to utilize City systems.

L. Irrigation: Describe your company's plan and strategy for maintaining irrigation systems and preventative measures taken to assure maximum efficiency and water conservation. Discuss experience with any and all centralized irrigation systems and specifically Rain Master Eagle. Include any strategies used in designating responsibilities of Contractor and owners and how it differs between centrally and non-centrally controlled systems.

M. Billing and Invoicing: Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City of Morgan Hill's needs. Attach samples of your company's billing forms and invoices.

N. Reports: Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished, labor hours, materials consumed, and equipment utilized by site. Attach sample reports.

O. Fertilizer/Pest Control Plan: Develop an annual fertilization and/or weed/pest control plan that your company feels would produce a cost effective approach that results in maximum savings to the City, per service level, while still providing high quality results. This plan is a guide for evaluation purposes and does not indicate acceptance or approval by the City.

P. Service Philosophy: Discuss what your company believes to be the most important component of the landscape services you provide and explain why.

Q. Customer Service and Quality: Discuss your company's vision of customer service and quality. Describe the steps your company takes to insure that each person's role in your organization is understood as it relates to exceptional customer service and quality not only to the City of Morgan Hill but to the residents and visitors of Morgan Hill.

R. Acceptance Statement: The proposal shall include an acceptance statement regarding the Park and Landscape Maintenance company's acceptance of the City's requirements for service agreements including but not limited to insurance requirements, indemnification, licensing requirements, representations, warranties, and certificates that are presented herein. The Landscape Maintenance company shall clearly state any and all exceptions. A principal, officer or owner of the company with authority to bind the Landscape Maintenance Company, shall sign this acceptance statement.

S. Base Bid Prices: Base bid prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, permits, labor and services, to comply with the designated Maintenance Standard, for each area, unless otherwise identified as "Extra Work" within this document. The prices should be listed by yearly lump sums by site. The basis of payment shall be on a monthly fixed price basis or as otherwise agreed to in writing by the City. Proposal prices shall include all applicable federal, state, and local taxes. The City reserves the right to award individual work locations to different contractors and/or negotiate cost proposals. Additionally, the City reserves the right to readjust the current grouping of locations and to add or subtract from each grouping.

The Contractor must agree to perform the described work in its proposal and markup stipulated in the Agreement or as negotiated by City for a period of up to six (6) years. The initial proposed pricing must be in effect for two years based on the time period of the initial contract. At the request of the Contractor, City and Contractor will meet and revise prices to be effective for the next fiscal year (July 1-June 30) in February of each year. This increase shall not exceed 5% in any one year, including any extensions in the term of the Agreement. City also agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by City.

T. Material and Supply Pricing: The proposal shall include the Contractor's percentage mark up on materials and supplies over its cost. This percentage should be included in the Contractor's "Extra Work" pricing sheet. The City reserves the right to purchase, and supply to the Contractor, all materials and supplies.

U. Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of

interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal.

#### **1-6 AWARD OF CONTRACT**

The award of contract, if any, will be made within approximately thirty (30) calendar days after the proposal opening as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the proposals are opened. No Contractor may withdraw its proposal during this time period. Comparing and evaluating the proposals based on the Selection Criteria below shall determine the Contractor(s) selected by the City. Morgan Hill reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Contractor will be required to execute a City Standard Consultant Agreement with the City. Exhibit F contains a sample agreement that will be similar to the agreement that the Contractor will need to execute.

**The award of the contract, if any, will be for a period of two (2) years commencing on July 1, 2016 and expiring on June 30, 2018.** Contractor shall be bound to the prices on the proposal Form for the two year duration of the contract term. Thereafter, if the contract is extended and at the request of the Contractor, City and Contractor will meet and revise prices to be effective for the next fiscal year (July 1 -June 30) in February of each year. This increase shall not exceed 5% in any one year. An exception to this limit can be made by the City in the event of unforeseen and uncontrollable circumstances such as but not limited to: Fuel Pricing, Workers' Compensation Rates, Prevailing Wage changes, etc.

#### **1-7 EXTENSION OF CONTRACT**

The Contract shall include the option for two (2) two-year extensions. Extensions will be exercised if both the City and the Contractor mutually agree to continue the relationship. Annual pricing adjustments will continue as outlined in Section 4 Item S (Pricing) and Section 5 (Award of Contract).

#### **1-8 PREVAILING WAGES, CERTIFIED PAYROLL RECORDS AND CALIFORNIA DEPT. OF INDUSTRIAL RELATIONS REGISTRATION**

**Prevailing Wages.** Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>.

**Certified Payroll Records.** Contractor shall comply with the provisions of Labor Code Sections 1776 and 1812, which are incorporated by reference herein.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to Owner, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

**DIR Registration.** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works

project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **1-9 PARK AND LANDSCAPE MAINTENANCE COMPANY MINIMUM STANDARDS AND SELECTION CRITERIA**

The City will first evaluate and rank proposals based on selection criteria listed below. Proposals that are rated at less than 80% will be eliminated. The winning proposal will be selected, based on lowest cost, from those ranked 80% and above.

Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived at the City's sole discretion. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. The criteria for the selection of the Landscape Maintenance company are listed in relative order of importance. The first three items below are considered critical qualifications.

#### **Scoring**

25% Level of staffing and staffing organization proposed by the Contractor

5% Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.

20% Previous experience in providing a superior level of service on like-sized public and/or private projects and understanding of public finance practices.

15% A high level of competence, knowledge and expertise in the areas of water management, irrigation system programming, maintenance and repair.

15% Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.

5% Proven competencies in the effective and efficient use of natural resources, implementation of best management practices, and use of integrated pest management.

5% Policies that provide highly trained competent staff at every level of the organization.

5% Demonstration of a high level of stability and long term high quality performance by the Contractor.

5% Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

### **1-10 MODIFICATION OF PROPOSAL**

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

### **1-11 PROPOSAL POSTPONEMENT AND AMENDMENT**

The City reserves the right to postpone or cancel this RFP at any time. In addition, the City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced as amendments to this RFP. Copies of such amendments shall be furnished to all prospective proponents. Prospective proponents are defined as those proponents who have attended the prebid conference and provided email contact information. If revisions and amendments require changes in quantities, prices or scope of work, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proponents to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney, on the City supplied addendum form will be rejected as non-responsive.

#### **1-12 AFFIDAVIT**

Contractors shall submit as part of their proposal a properly filled out and executed "Noncollusion Affidavit" conforming to the City's "Noncollusion Affidavit" which is attached to this RFP as Exhibit I.

#### **1-13 REJECTION OF PROPOSALS FOR NONRESPONSIVENESS**

City reserves the right to reject any proposals as nonresponsive which are incomplete, obscure, or irregular; any proposals which omit any one or more items for which proposals are required; any proposals which omit unit prices if unit prices are required; any proposals in which unit prices are unbalanced in the opinion of City; and any proposals which are conditional or alter the scope of work.

#### **1-14 COMPLETING AND SIGNING FORMS**

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

#### **1-15 IDENTIFICATION OF SUBCONTRACTORS**

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors whom the Contractor proposes to subcontract portions of the work in an amount in excess of one-half of one percent (0.5%) must be identified by company name, license number, and address. Each subcontractor's work responsibility as well as the percentage of total work to be performed by the subcontractor must be clearly called out.

#### **1-16 ADDITIONAL AND EXTRA WORK**

City has the authority to direct additional and extra work including, but not limited to, work for vandalism, City initiated improvements, various repair and maintenance functions, and the addition of new sites with the understanding that the contractor is entitled to additional compensation. Additional and extra work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

#### **1-17 CHANGES IN CONTRACT PRICE**

Other provisions of the Contract Documents notwithstanding, the Contract Price may be changed only by an amendment duly authorized by the City Manager or his or her designee. The value of any work covered by an amendment or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

A. Unit price previously approved.

B. An agreed lump sum.

Unless an amendment has been so executed, it shall be conclusively presumed that all work performed is included in the Contract Price.

## **1-18 INSURANCE**

Contractor shall, at no cost to Morgan Hill, obtain and maintain during the term of the Contract those insurance amounts listed in the attached Standard Consultant Agreement attached hereto as Exhibit H.

## **1-19 ADDITIONAL EXTRA WORK**

The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process.

The following shall be treated as "extra work:

Renovations (thatching, overseedings, drainage installation, irrigation upgrades, etc.)

Landscape Conversions

Fence Repair

Repair of significant vandalism

Bid requests for hourly rates, unit costs, markups, etc. can be found in the bid form.

## **1-20 OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS**

City will regularly inspect the Contractor's work and rate it according to the maintenance standards attached as Exhibit A. Contractor shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining landscapes as described in this document and per the maintenance standards outlined in Exhibits A. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in, and an one hundred dollar (\$100) deduction from their monthly payment.

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

For any site that fails to meet City standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City discover a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

A. The monthly payment for the specific site(s) will be withheld by the City until the site is back in conformance with City standards.

B. If conformance is reached within thirty (30) days of notice, the City will release one hundred percent (100%) of the payment.

If the City has to notice the Contractor a second time at the same site within twelve (12) months of the initial notice, the following penalty will occur:

A. The City will withhold the monthly payment for the site. If the conformance is reached within thirty (30) days of notice by the City, the City will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

If at any time during a notice by the City, the Contractor does not bring the site into conformance within thirty (30) days, the following penalty will occur:

The City will keep the monthly payment as a penalty and withhold the next month's payment following the above mentioned conditions until conformance is reached or the Contract is terminated.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.

2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

#### **1-21 INSPECTION OF SITE WORK**

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on his/her own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

#### **1-22 PROPOSALS ARE PUBLIC RECORDS**

Each Contractor is hereby informed that upon submittal of a proposal to the City in accordance with this RFP, the proposal is the property of the City.

A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, et seq.) unless there is a legal exception to public disclosure.

B. If a Contractor believes that any portion of his/her proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

#### **1-23 COMPLETING AND SIGNING FORMS**

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.

#### **1-24 SUBMITTAL REQUIREMENTS**



The Contractor shall submit the proposal for the **City of Morgan Hill Landscape Maintenance Services RFP** to:

City of Morgan Hill  
Attention: Community Services Dept.  
17575 Peak Avenue  
Morgan Hill, CA 95037

***The City Community Services Dept. will accept proposals for the Landscape Maintenance RFP until 2:30 p.m. Wednesday, May 4, 2016.*** Postmarks will not be accepted and late proposals will not be considered.

The City is not responsible for misdelivered proposals, and the Contractor is strictly liable for its chosen method of delivery. It is the Contractor's sole responsibility to make sure that proposals arrive at the proper location. Any proposals which do not actually arrive in the City Clerk's Office by the due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City department.

## **SECTION 2 GENERAL CONDITIONS**

### **2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES**

- A. For the Community & Cultural Center, Gavilan College & Morgan Hill Playhouse, unless otherwise specified, work hours shall be 7:00 am-noon Monday-Friday.
- B. At all other locations, the Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 5:00 pm Monday - Friday and on weekends with prior City approval.
- C. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.
- D. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City.

### **2-2 PERIODIC PROJECT INSPECTIONS**

Upon request, the Contractor will walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

### **2-3 PERFORMANCE DURING INCLEMENT WEATHER**

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to parks and landscaping.

### **2-4 NOTICE TO PROCEED**

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

### **2-5 ACCEPTANCE**

- A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of the City.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Standard Consultant Agreement.

### **2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT**

- C-27 Landscape Contractor License
- City of Morgan Hill Business License
- Qualified Applicator License (includes Santa Clara County Registration)
- Registered with the California Dept. of Industrial Relations PWC-100 website

## **2-7 SAFETY**

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

## **2-8 RESPONSE**

Contract supervision shall be immediately available at all times when Contractor employees are working on sites, must be available from 7:00 am to 10:00 pm each day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

## **2-9 QUALIFIED CONTRACTOR SUPERVISION**

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

## **2-10 CONTRACTOR'S EMPLOYEES**

This Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and his/her employees are agents of the City of Morgan Hill and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove from assignment to City facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco on any City property.

## **2-11 EMPLOYER PROVIDED UNIFORMS**

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo. Contractor and subcontractor personnel shall wear uniforms at all times.

## **2-12 CONTRACTOR'S EQUIPMENT**

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

## **2-13 LOCKS AND KEYS**

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

## **2-14 VANDALISM AND ACCIDENTAL DAMAGE**

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

## **2-15 WATER MANAGEMENT PROGRAM**

Monthly, from March through November, the Landscape Maintenance Contractor must provide to the City a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- A. All irrigation programs set on controllers.
- B. Irrigation schedule start times for each irrigation program.
- C. Irrigation run days for each irrigation program.
- D. Irrigation cycle length, in minutes for each station in an irrigation program.
- E. Number of repeat cycles for each station in an irrigation program.

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- A. Controller programs shall incorporate the following conditions: Meet City Water Management requirements
- B. Program around Park and Facility use and events
- C. Reflect actual evapotranspiration (E.T.) requirements
- D. Reflect actual requirements of soil and plants
- E. Eliminate runoff onto streets, sidewalks, and other non-target areas

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone.

- A. Irrigation Schedule Analysis:

Monthly during irrigation season (March through November), the Contractor will provide the City with the current month's irrigation schedules no later than the 10th day of the month. The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by the Contractor as outlined below.

B. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested between May and October by the Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:

A monthly irrigation base schedule is developed based upon current controller settings and the feedback of moisture probing results. Adjustments are made at the controller either up or down where soil is found to be too dry or too wet. Once the Contractor has the correct run times for any given month, the starting "base schedule" is acquired. Adjustments to the "base schedule" shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Drought Impact on Irrigation:

The Contractor shall comply with all water use regulations and restrictions. In addition, Contractor shall comply with City directed changes in irrigation in response to drought conditions.

E. Irrigation System Evaluation:

December through February of each year the Contractor shall perform a complete system check of every irrigation system. The Contractor shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

For any controller schedule not supplied by the 10th day of the current month by Contractor in any month, a \$50.00 penalty per controller will be assessed.

City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to waste or negligence by the Contractor. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs. If there is a difference of opinion between the City and the Contractor as to the whether or not there has been waste due to the negligence of the Contractor, the opinion of the City will prevail.

Irrigation system repair shall occur and be compensated as stated below.

- A. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
- B. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.

- C. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with the agreed upon mark up over cost.
- D. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair verses replacement will be made by the Contractor and the City jointly. In the event that there is a disagreement with regards to how to proceed, the City's choice will prevail.
- E. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.
- F. Repairs and replacements of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to the City for payment and are the responsibility of the Contractor.
- G. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.
- H. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

## **2-16 PLANT LOSS**

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation. Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

## **2-17 TURF AERATION**

The Contractor shall perform core aerations of turf (no mow areas excluded) as part of the base bid. Two (2) aerifications are required in all turf areas each year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. The aeration schedule shall be coordinated with the City during the first month of the contract period. Additional turf aerations may be proposed, as "extra work" by the Contractor, in order to meet the designated standard. All proposals, and costs, must be approved by the City prior to additional turf aerations occurring.

## **2-18 FERTILIZATION**

The Contractor will be responsible for performing all fertilizations of turf and landscape and shall be included in the base bid. The fertilization schedule shall be coordinated with the City during the first month of the contract period.

All turf areas (excluding no-mow) shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1, September 1, and November 1. Turf is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

All shrub, groundcover and no-mow turf areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

## **2-19 BARK AND MULCH**

The Contractor will be responsible for notifying the City when areas are in need of new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the City requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety.

## **2-20 TREE PRUNING**

The Contractor shall prune trees for clearance as part of the base bid. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

## **2-21 MOWING AND EDGING**

Lawn mowing and edging shall be performed as needed to meet the City landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

## **2-22 REFUSE DISPOSAL**

All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located at the Morgan Hill Corporation Yard. Green waste is to be placed in bins provided by the City at the Bus Yard across the street from the Corporation Yard.

## **2-23 TRAFFIC CONTROL**

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Maintenance Manager shall be notified prior to any road closures. No traffic lanes on Dunne Avenue, Cochrane Road, Butterfield Blvd., Tennant Ave., or Monterey Road may be closed before 9:00 a.m. or after 3:00 p.m. without written permission from the Maintenance Manager. Access to driveways shall be maintained at all times.

When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Manager, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Manager.



## **2-24 FINGERPRINTING AND BACKGROUND CHECKS**

All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Record Check may be performed at the Morgan Hill Police Department located at: 16200 Vineyard Boulevard, Morgan Hill, CA 95037.

The Contractor is responsible for maintaining and updating background check information for their employees.

## SECTION 3

### LOCATIONS AND SERVICES REQUIRED

#### **~~3-1~~    ~~GROUP 1~~ — THIS GROUP NOT IN THIS RFP**

#### **3-2    GROUP 2 – Civic Center, Recreation Facilities, Police Department**

Group 2 services shall include complete landscape maintenance services as described in this document. Service frequencies shall be as described in this document and as needed to maintain Morgan Hill landscape standards. Minimum frequencies for trash & recycling material removal, stocking mutt mitts dispensers, litter removal, pavement and site furnishing cleaning frequencies are:

Group 3 Locations	Apr to Oct	Nov & Mar	Dec to Feb
Civic Center	Mon, Wed, Fri	Mon, Wed, Fri	Mon, Wed, Fri
Community & Cultural Center *	Daily (7 days/week)	Daily (7 days/week)	Daily (7 days/week)
Centennial Recreation Center	Daily (7 days/week)	Daily (7 days/week)	Daily (7 days/week)
Skate Park	Daily (7 days/week)	Daily (7 days/week)	Daily (7 days/week)
Wildlife Trail	Daily (7 days/week)	Daily (7 days/week)	Daily (7 days/week)
Aquatics Center	Daily (7 days/week)	Daily (7 days/week)	Mon, Wed, Fri
Police Department	Mon, Wed, Fri	Mon, Wed, Fri	Mon, Wed, Fri

\*Note: the Community Center includes the Playhouse and Gavilan College grounds.

#### **~~3-3~~ — ~~GROUP 3~~ — THIS GROUP NOT IN THIS RFP**

#### **3-4    GROUP 4 – Assessment Districts, North/East**

Group 4 services shall include complete landscape maintenance services as described in this document. Service frequencies shall be as described in this document and as needed to maintain Morgan Hill landscape standards. Minimum frequencies for trash & recycling material removal, stocking mutt mitts dispensers, litter removal, pavement and site furnishing cleaning frequencies are:

Group 4 Locations	Year Round
Fox Hollow/Murphy Springs	Weekly
Llagas Creek Estates	Weekly
Sparhawk	Weekly
Chang/Bertelone	Biweekly
Llagas/Obata	Biweekly
Belle Estates	Weekly
Diana Estates	Weekly
Stone Creek	Weekly
Jackson Meadows 6A/6B	Monthly

### 3-5 GROUP 5 – Assessment Districts – South/West

Group 5 services shall include complete landscape maintenance services as described in this document. Service frequencies shall be as described in this document and as needed to maintain Morgan Hill landscape standards. Minimum frequencies for trash & recycling material removal, stocking mutt mitts dispensers, litter removal, pavement and site furnishing cleaning frequencies are:

Group 5 Locations	Year Round
Parsons Corner	Weekly
Sunnyside/Stone Gate	Biweekly
Mill Creek	Biweekly
Hamilton Square	Weekly
Oak Creek	Weekly
Rose Haven	Weekly

### 3-6 Extra Work

Extra work pricing must be provided for each group.

Extra Work Categories	
<u>Labor with truck/tools</u>	
Common Labor	
Skilled Technician	
Supervisor	
Emergency/After Hour Response	
Other (describe)	
<u>Equipment</u>	
Spray equipment	
Tractor with implements	
Slit seeder	
Mower	
<u>Supplies</u>	
% Mark up over cost	

## **SECTION 4**

### **EXHIBITS**

## **Exhibit A**

### **City of Morgan Hill Landscape Maintenance Standards**

All landscaped areas shall be maintained to have a neat and well tended appearance and to provide a safe environment for the general public at all times.

#### **1. Turf**

##### **1.1. General Use Standard**

- 1.1.1. All turf areas will support their designed uses
- 1.1.2. Turf will be healthy with an even and uniform surface, color, and soil moisture that benefits the plant without disrupting the user's experience. Turf will not exhibit bare spots. Turf will be pest-free. Shall be maintained in accordance with Turf Maintenance Section, Irrigation and Disease and Pest Control Section standards.

##### **1.2. Turf Maintenance**

###### **1.2.1. Mowing**

- 1.2.1.1. Maintained Turf Height 2.5-3 inches

- 1.2.2. Edging - Complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc., shall be performed to ensure that the site looks groomed and neat at all times.

- 1.2.3. Aeration - As needed to maintain standard. Minimum of two times per year.

- 1.2.4. Weeds - Turf will be weed free. (Excluding Group 2 Park Mowing)

- 1.2.5. Reseeding or Sod Replacement - Reseeding or sod replacement shall be done on an as needed basis to meet standards.

###### **1.2.6. Fertilizer**

- 1.2.6.1. Fertilizer shall be applied to turf four (4) times per year. Additional applications may be required to maintain standard based on soil conditions.
- 1.2.6.2. Fertilizer analysis will be determined based on plant needs.

#### **2. Irrigation**

##### **2.1. General**

- 2.1.1. Irrigation systems shall be checked as needed at each site to meet standards and conform to the City's conservation efforts and all applicable ordinances, regulations, and laws. All systems will comply with State and local laws regarding prevention and protection of the public water system. All controllers that are on the central system shall be used to their fullest programming capability.

- 2.1.2. Irrigation preventative maintenance system checks shall be done as needed; all zones will be checked for operation, and repairs made immediately. General inspections of turf and plant materials shall be done routinely for sign of stress or damage. Contractors must provide the City with a monthly irrigation schedule for all controllers including verification that the controllers are on the central irrigation system. Repairs must be initiated within twenty-four (24) hours of discovery.

###### **2.1.3. Water Usage & Scheduling**

- 2.1.3.1. Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.

- 2.1.3.2. Water will be delivered primarily during non-use hours and not between 8:00 am and 5:00 pm.
  - 2.1.3.3. Each station shall be adjusted to meet the needs of the specific area unless authorized by the City, as well as, adjusted due to weather conditions.
  - 2.1.3.4. Supplemental day-time watering shall be performed as needed to maintain standard
- 3. Disease and Pest Control
  - 3.1. Turf, trees and landscaping shall be disease and pest free. Any signs of stress or damage to trees, turf or planting materials and/or safety concern shall be addressed using an Integrated Pest Management Approach. Contractor's work shall be in compliance with the City's Integrated Pest Management Program. (Exhibit I)
- 4. Shrubs, Ground Cover Areas
  - 4.1. General Standard
    - 4.1.1. Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.
    - 4.1.2. Shall be maintained in healthy, attractive condition that lends variety and interest to the landscape.
    - 4.1.3. Bark mulch shall be placed around and between plants and maintained on an as needed basis.
    - 4.1.4. Removal and Replacement - All failed or damaged plant materials shall be removed and replaced, after City inspection, within thirty (30) days of notice. Replacement plant material shall be the same size and species as the damaged or failed plants, if possible. The City shall approve replacement of plant materials not meeting these specifications.
    - 4.1.5. Litter and Debris Removal - All areas shall be maintained free of trash and debris.
    - 4.1.6. Weed Control - Plant beds shall be free of weeds. Beds shall be weeded as needed to meet standard.
    - 4.1.7. Trimming All shrubs shall be pruned as needed to meet the intent of the landscape design and have a neat appearance. Ground covers shall be edged as needed to keep plant growth from extending beyond curbs, onto sidewalks, buildings, and turf areas. Ground cover in medians shall not be allowed to extend beyond the curb or sidewalk. Pruning shall occur three (3) times per year or as plant material growth dictates to meet standard.
    - 4.1.8. All hedge and shrub heights along fences and walls will be maintained at the height of the fence line or at an approved height.
- 5. Rose and Flower Beds
  - 5.1. Shall be maintained in accordance with the standards listed in Shrubs, Ground Cover, and Mulch Areas.
  - 5.2. Flowering plants shall be dead headed and trimmed on an ongoing basis so that wilted blossoms and other defects do not detract from the decorative nature of the plantings
  - 5.3. Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards.
- 6. Trees
  - 6.1. General Standards
    - 6.1.1. Shall provide shade, wind breaks, sound attenuation, and otherwise enhance the park or landscape setting. Trees shall conform to the general shape and height of the species: significantly deformed specimens shall be removed after authorization.

- 6.1.2. Weed Control - Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
- 6.1.3. Trimming - Tree limbs shall be kept at a safe height for the users anticipated in the vicinity: Eight feet (8') for pedestrian clearance (including over turf areas) and fifteen feet (15') for vehicular street clearance.
- 6.1.4. Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
- 6.1.5. Staking - Young trees shall be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight. Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or repaired.
- 6.1.6. Removal and Replacement - All damaged trees shall be removed and replaced, after authorization, and within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the tree cannot be matched, the City will determine an appropriate replacement species.
- 7. Paved Surfaces
  - 7.1. Paved surfaces include areas topped with asphalt, concrete, brick and pavers.
  - 7.2. Pathways, parking lots, tennis courts and other paved areas shall be free of sand, debris, leaves and litter so at no time it detracts from the look or safety of the area.
  - 7.3. Sand and decomposed gravel shall be removed from sidewalks.
  - 7.4. All surfaces shall be weed free.
  - 7.5. No standing water from irrigation shall be permitted on pathways.
  - 7.6. Surfaces shall be cleaned of all spills, gum, paint, chalk, dirt & debris.
- 8. Unpaved Walkways, Other Unplanted Areas
  - 8.1. Unpaved surfaces include designated paths and trails with porous surfacing.
    - 8.1.1. All unpaved surfaces shall be free of weeds, debris, and litter so at no time it detracts from the look or safety of the area.
    - 8.1.2. No standing water from irrigation shall be permitted on pathways.
    - 8.1.3. Unpaved walkways shall be maintained in a safe, level, and smooth manner
  - 8.2. Fencing, Walls - Notify City of any vandalism, defects, safety items within twenty-four (24) hours of discovery.
- 9. Playground Maintenance
  - 9.1. Playgrounds shall be maintained two (2) times per week to ensure an even distribution of material across the surface.
  - 9.2. Organic and non-organic debris shall be removed from all play areas immediately upon discovery.
  - 9.3. The City shall be notified of any vandalism, defects, safety items as soon as possible and no more than within twenty-four (24) hours of discovery.
- 10. Litter Removal and Trash & Recycle Container Servicing
  - 10.1. Trash and recycling containers shall be emptied as needed when they are half full or more or have a foul odor at the time of service.
  - 10.2. Site shall be free of all litter after each landscape service.
- 11. Site Furnishings (Benches, Tables, Trash Containers, Fountains, etc)
  - 11.1. Site furnishings such as benches, tables, trash containers, drinking fountains, water features, etc. shall be inspected on a monthly basis for condition and defects.

- 11.2. Site furnishings shall be pressure washed and/or cleaned as needed to maintain in clean condition.
- 11.3. Hazardous debris shall be removed immediately upon discovery.
- 11.4. The City shall be notified of any vandalism, defects, and/or safety items within twenty-four (24) hours of discovery.



## **EXHIBIT B**



### **LANDSCAPE INSPECTION RATING FORM**

**SAMPLE**

SITE: Civic Center

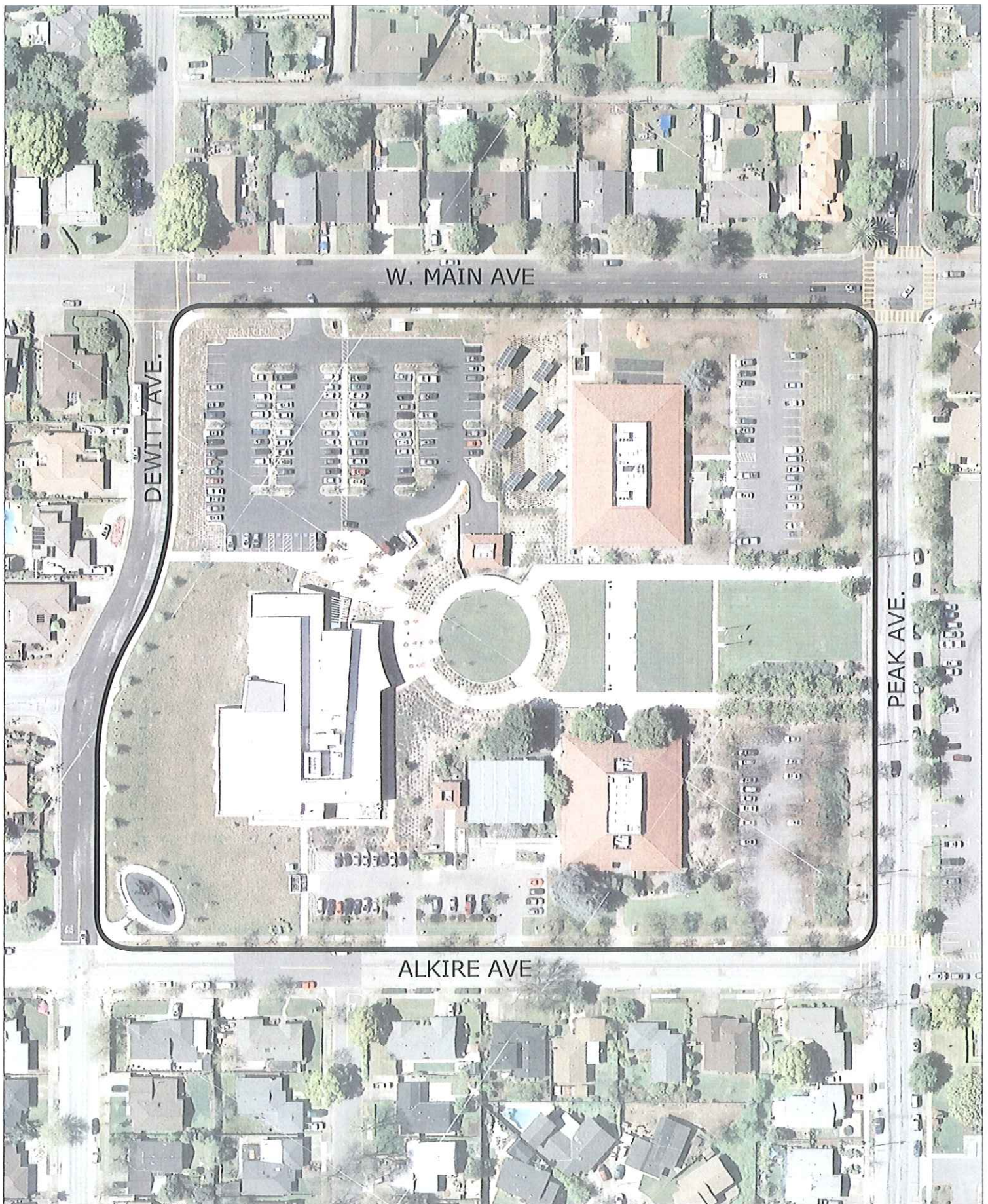
Category	Meets Standards Y/N	Notes
Turf maintenance		
Irrigation maintenance		
Shrubs, groundcovers, mulch areas, roses		
Tree maintenance		
Paved & unpaved surface maintenance		
Litter, trash and recycled material		
Site furnishing maintenance		

NOTE: If any category does not meet City standards, monthly payment for the specific site(s) will be withheld until the site is back in conformance.

**EXHIBIT C**

**SITE MAPS GROUP 2**





CITY OF MORGAN HILL

Public Works

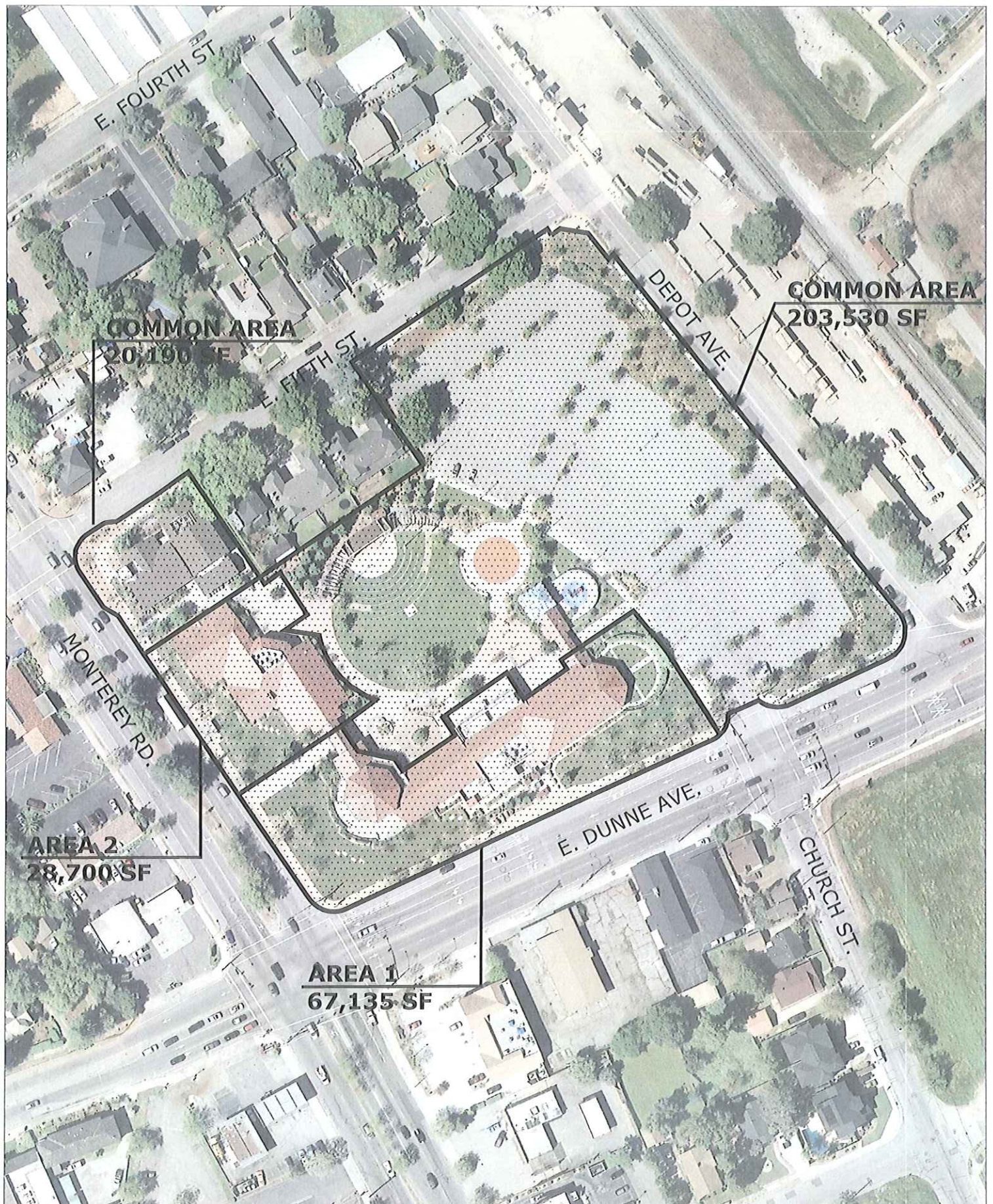
# MORGAN HILL CIVIC CENTER 2011 AERIAL PHOTO

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N.T.S.





CITY OF MORGAN HILL

Public Works

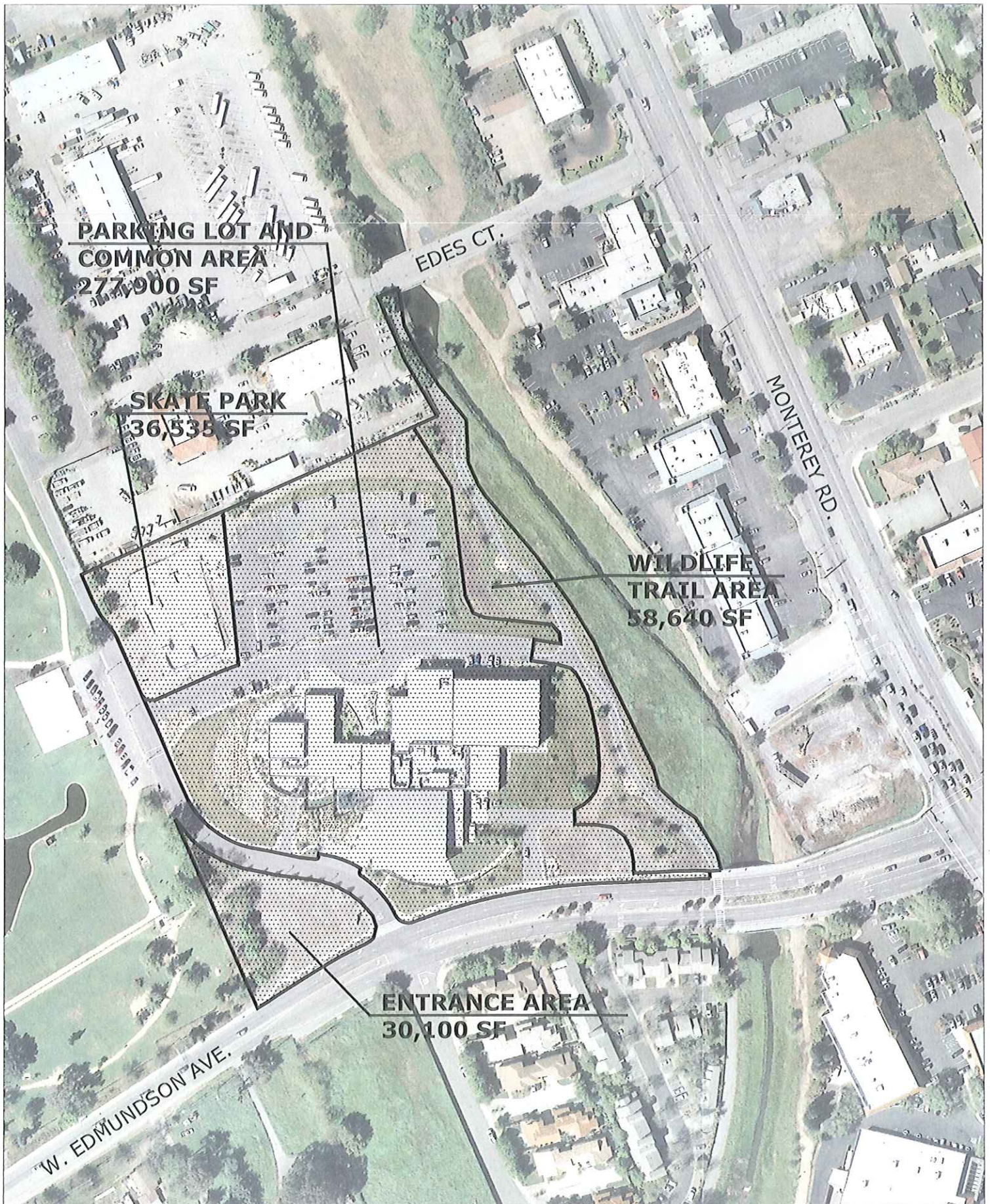
## COMMUNITY CENTER 2011 AERIAL PHOTO

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N.T.S.





**PARKING LOT AND  
COMMON AREA**  
**277,900 SF**

**SKATE PARK**  
**36,535 SF**

**WILDLIFE  
TRAIL AREA**  
**58,640 SF**

**ENTRANCE AREA**  
**30,100 SF**

EDES CT.

MONTEREY RD.

W. EDMUNDSON AVE.



CITY OF MORGAN HILL

Public Works

# CENTENIAL RECREATION CENTER

## 2011 AERIAL PHOTO

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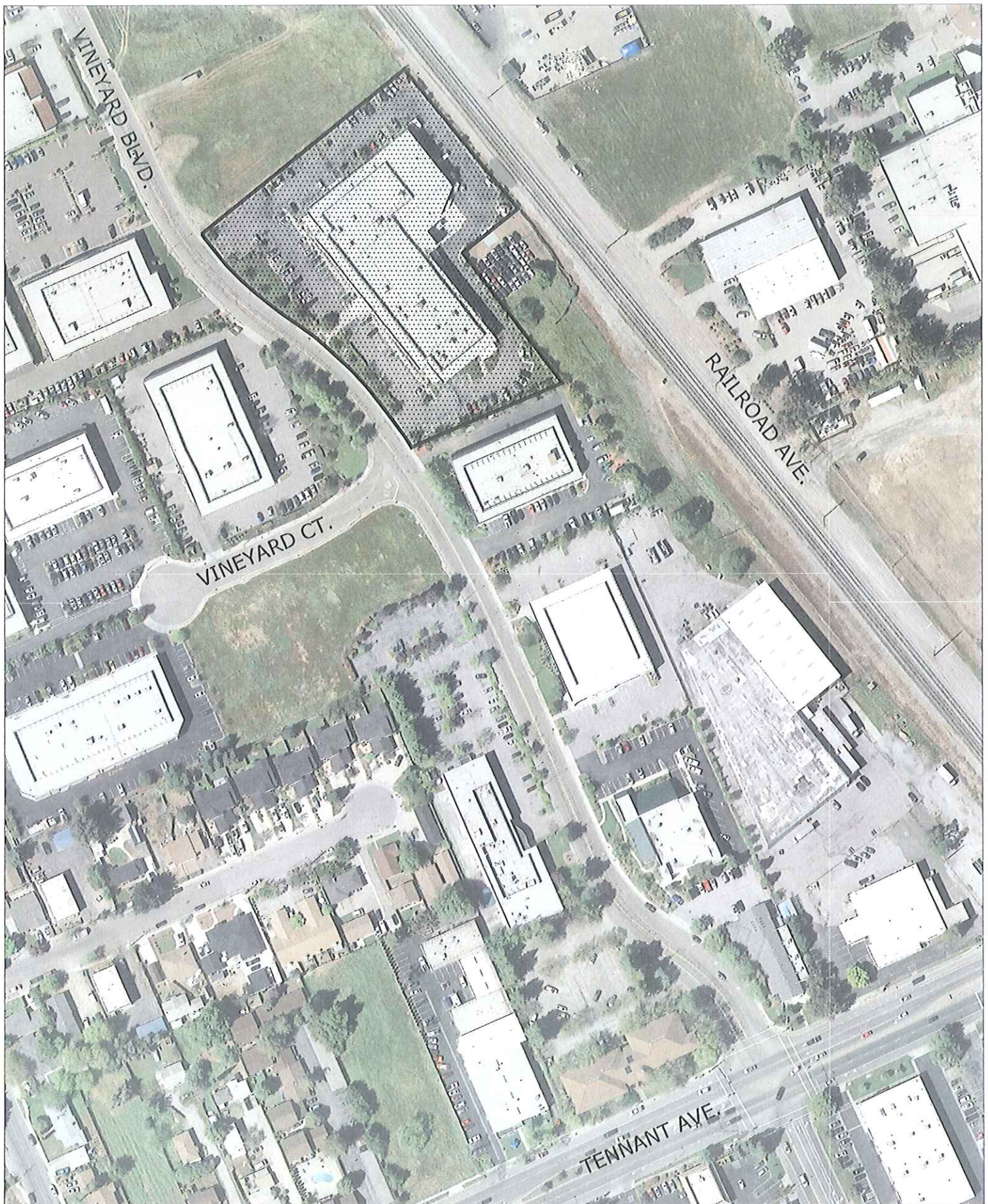


N.T.S.









CITY OF MORGAN HILL

Public Works

# MORGAN HILL POLICE DEPARTMENT 2011 AERIAL PHOTO

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N.T.S.





TURF MOWING AREA  
132,000 SF

TURF MOWING AREA  
409,000 SF

OLYMPIC DR.

EDES CT.

W. EDMUNDSON AVE.

MONTEREY RD.



CITY OF MORGAN HILL

Public Works

SKATE PARK COMMUNITY PARK  
2011 AERIAL PHOTO

G:\R-14\PROJ\JH\DWG\Anne\_LnLDiagrams\_CommunityPark.dwg



N.T.S.



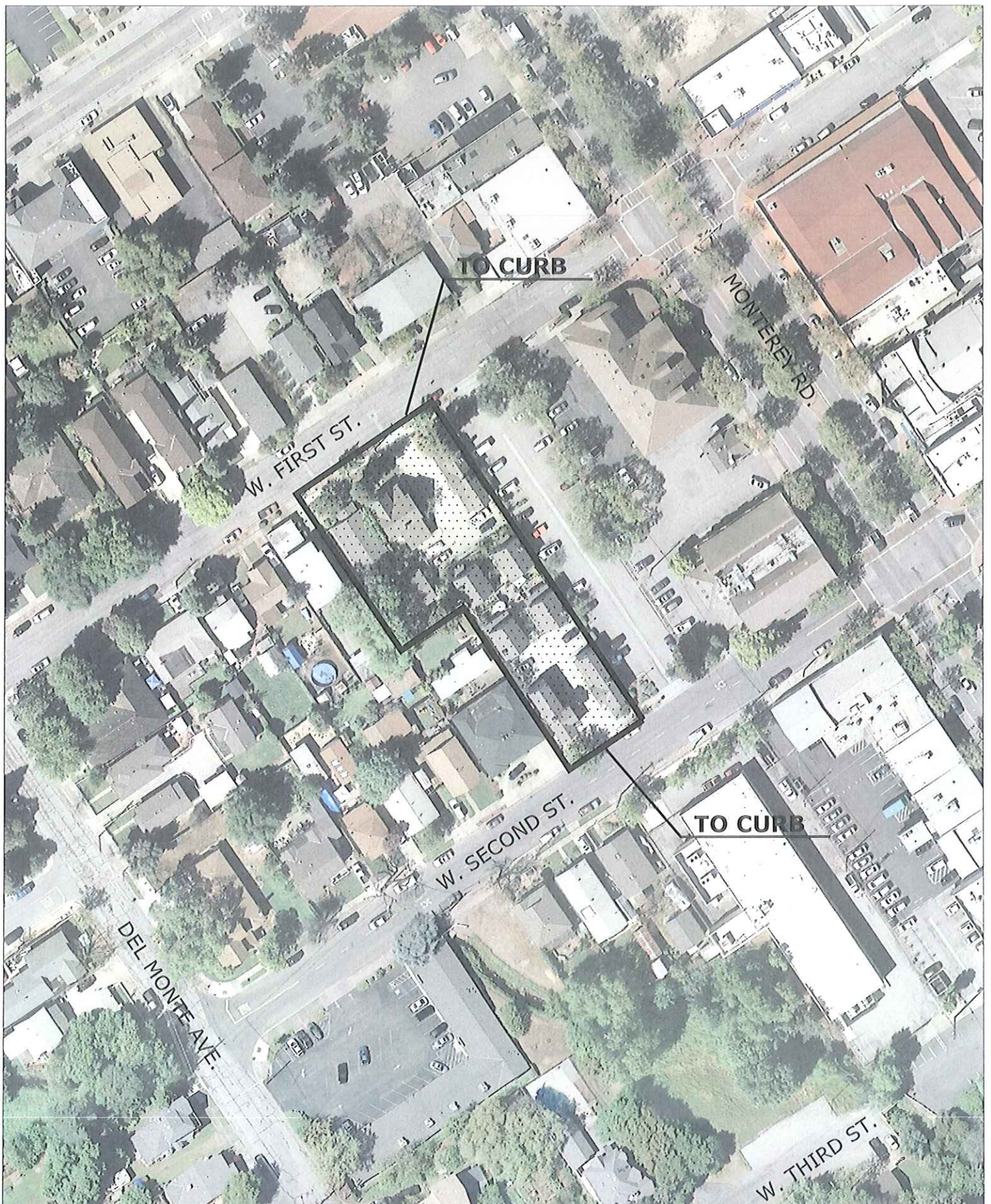
Group 2-

No Photo for Wildlife Trail

**EXHIBIT D**

**SITE MAPS GROUP 4**





PARSON'S CORNER  
2011 AERIAL PHOTO



CITY OF MORGAN HILL

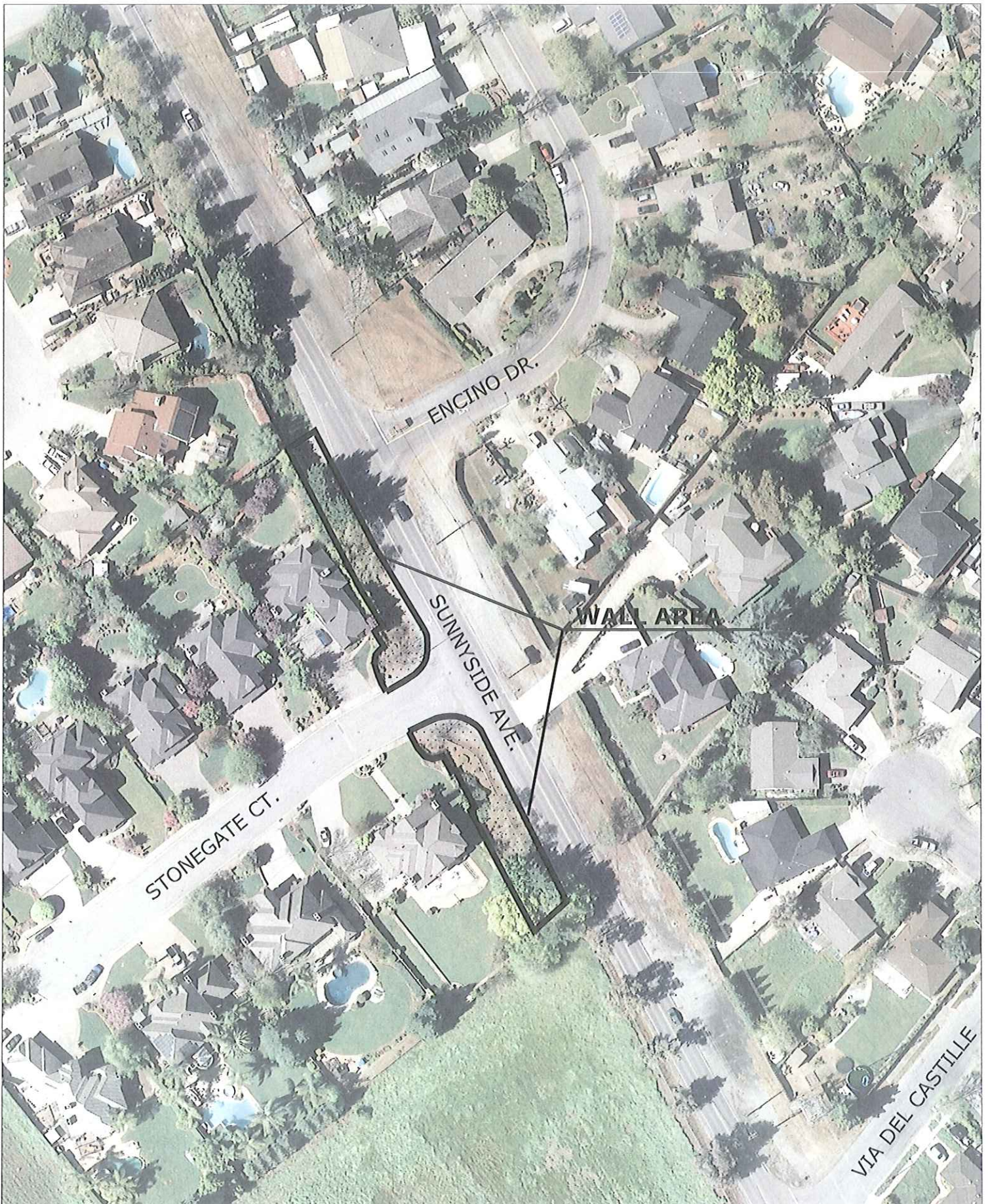
Public Works

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1"=100'





CITY OF MORGAN HILL

Public Works

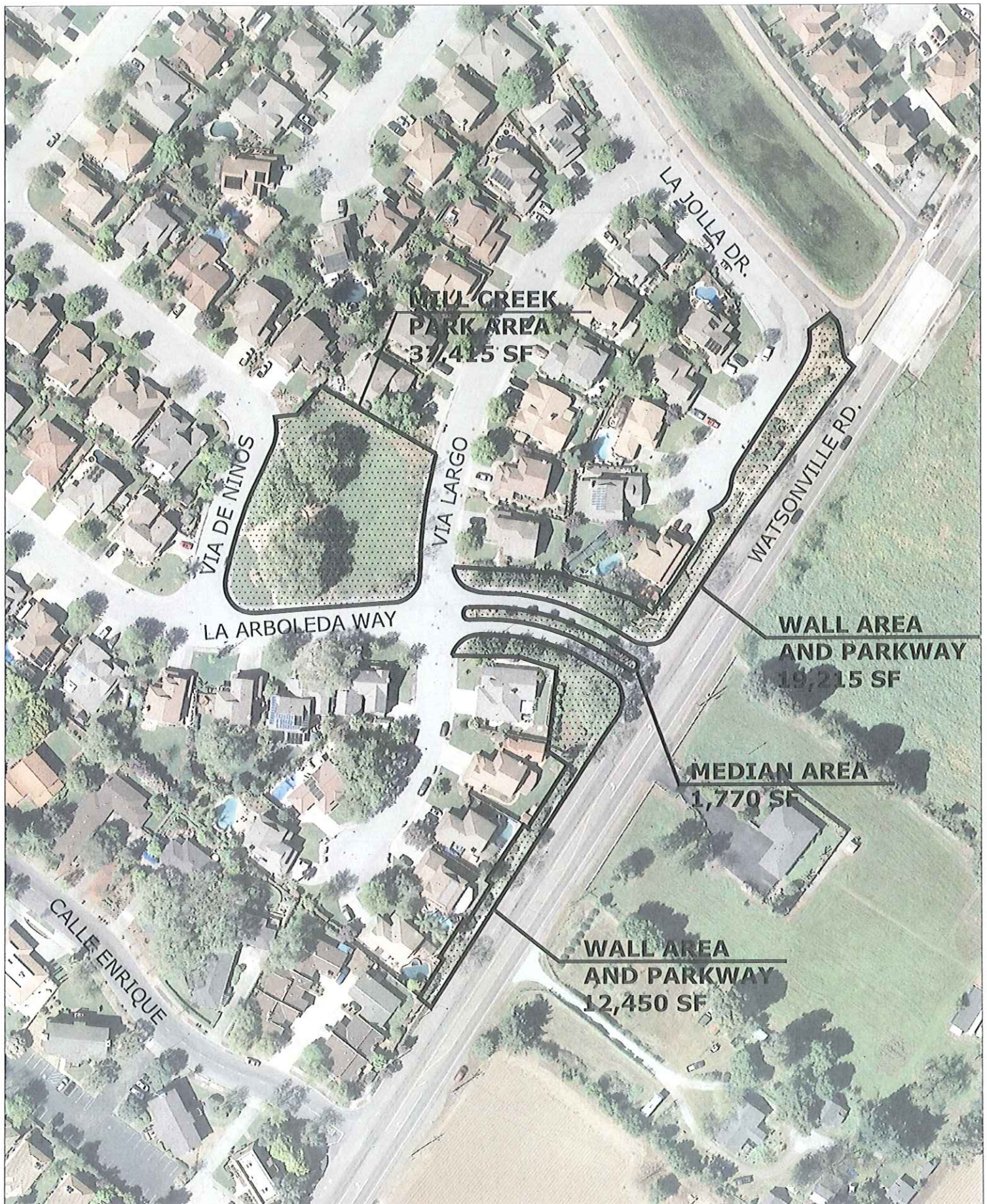
# STONEGATE / SUNNYSIDE 2011 AERIAL PHOTO

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1"=100'





Public Works

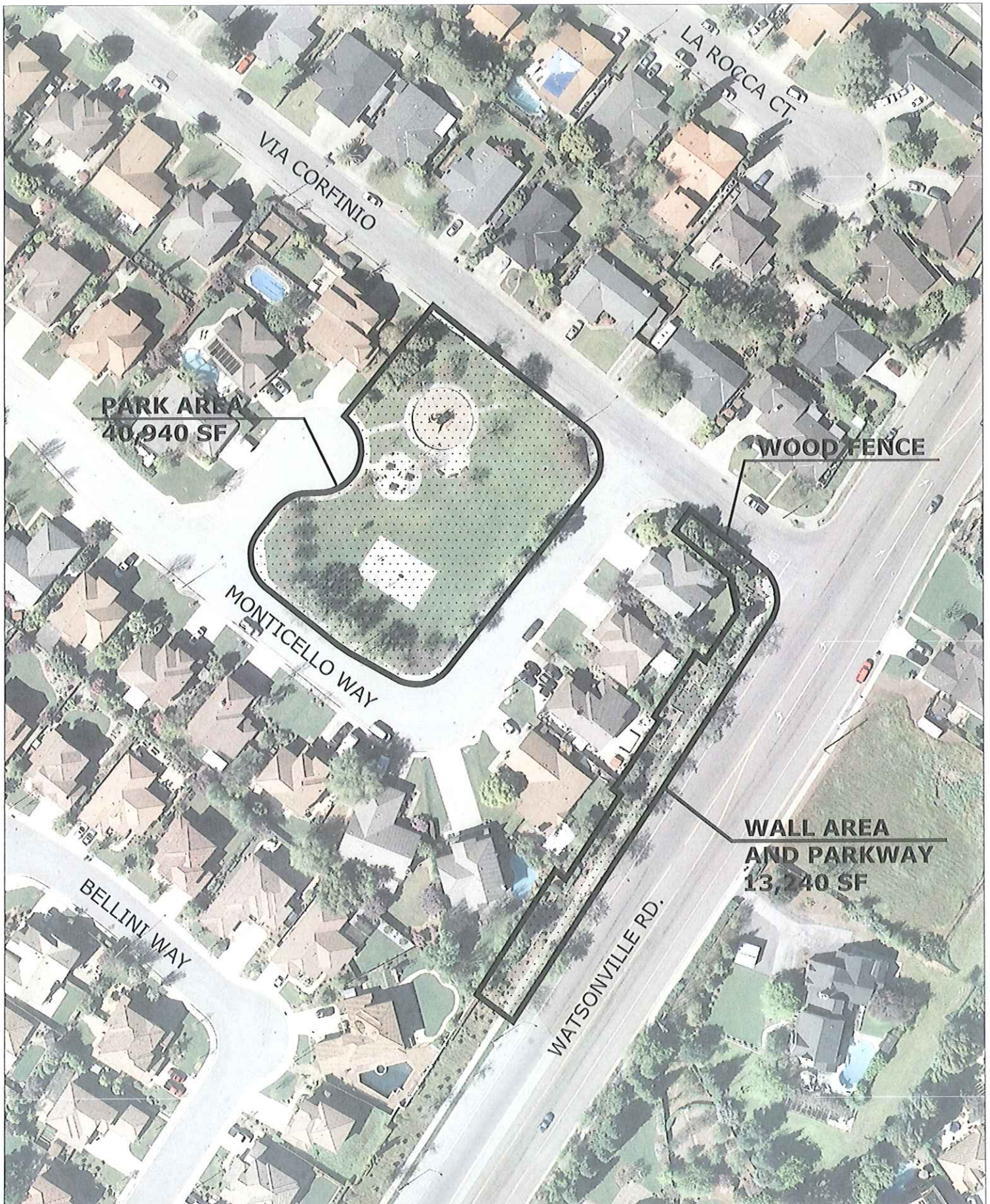
## MILL CREEK 2011 AERIAL PHOTO

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N.T.S.





CITY OF MORGAN HILL

Public Works

## HAMILTON SQUARE 2011 AERIAL PHOTO

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1"=100'





Public Works

## OAK CREEK ESTATES 2011 AERIAL PHOTO

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1"=200'





CITY OF MORGAN HILL

Public Works

## ROSE HAVEN 2011 AERIAL PHOTO

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1"=100'



**EXHIBIT E**

**SITE MAPS GROUP 5**





CITY OF MORGAN HILL

Public Works

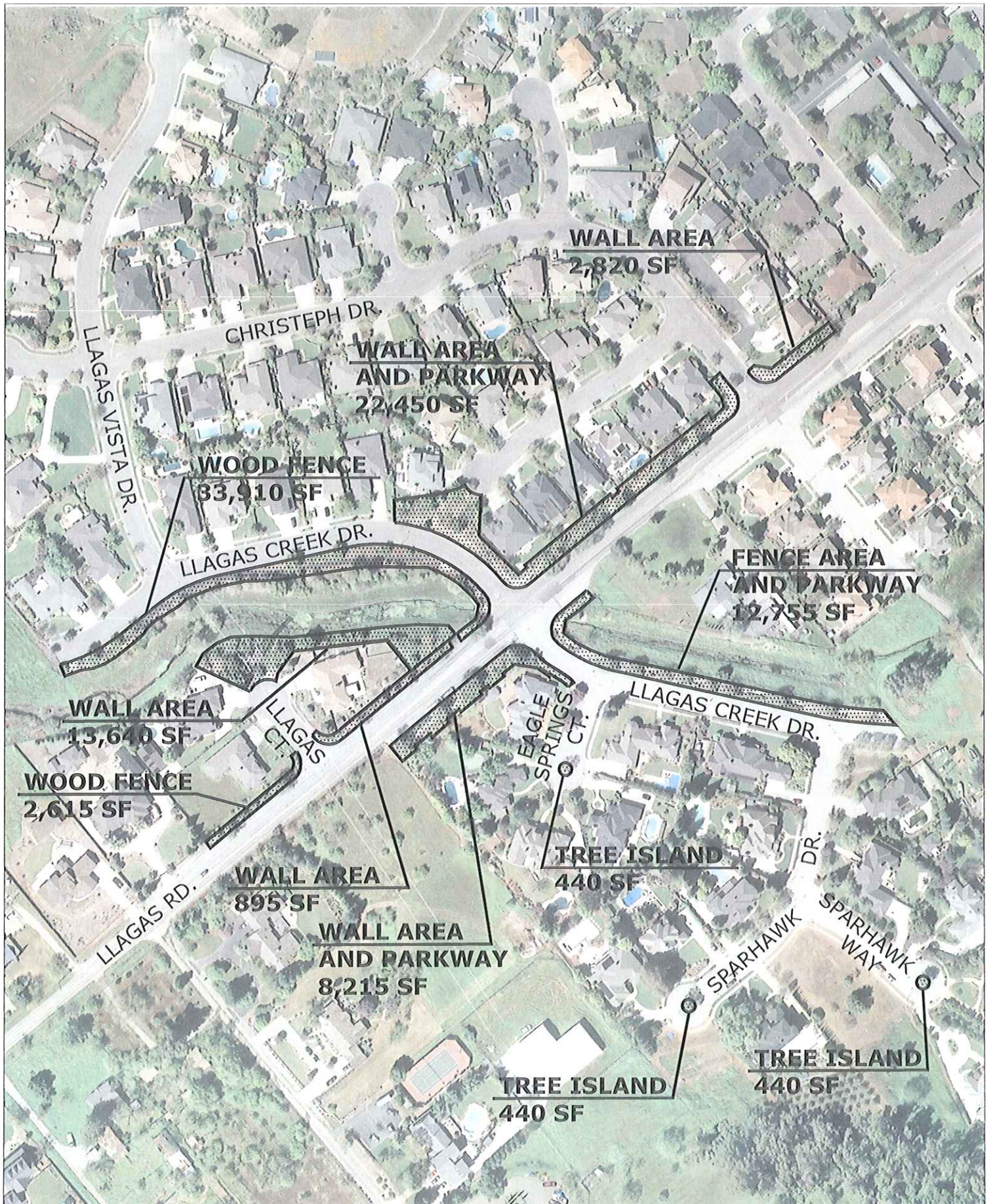
## FOX HOLLOW AND MURPHY SPRINGS 2011 AERIAL PHOTO

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1"=200'





Public Works

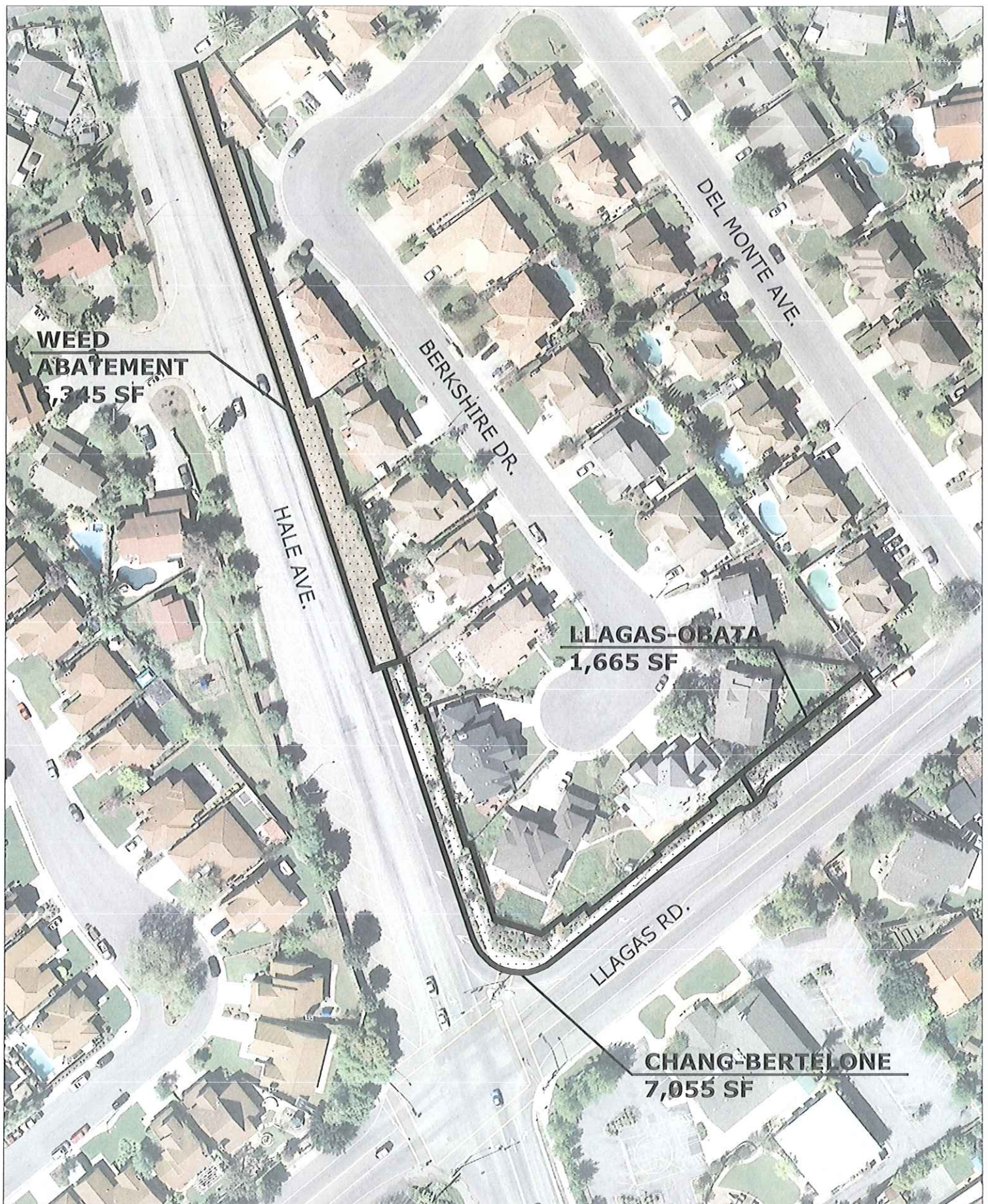
## LLAGAS CREEK ESTATES AND SPARHAWK 2011 AERIAL PHOTO

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N.T.S.





CITY OF MORGAN HILL

Public Works

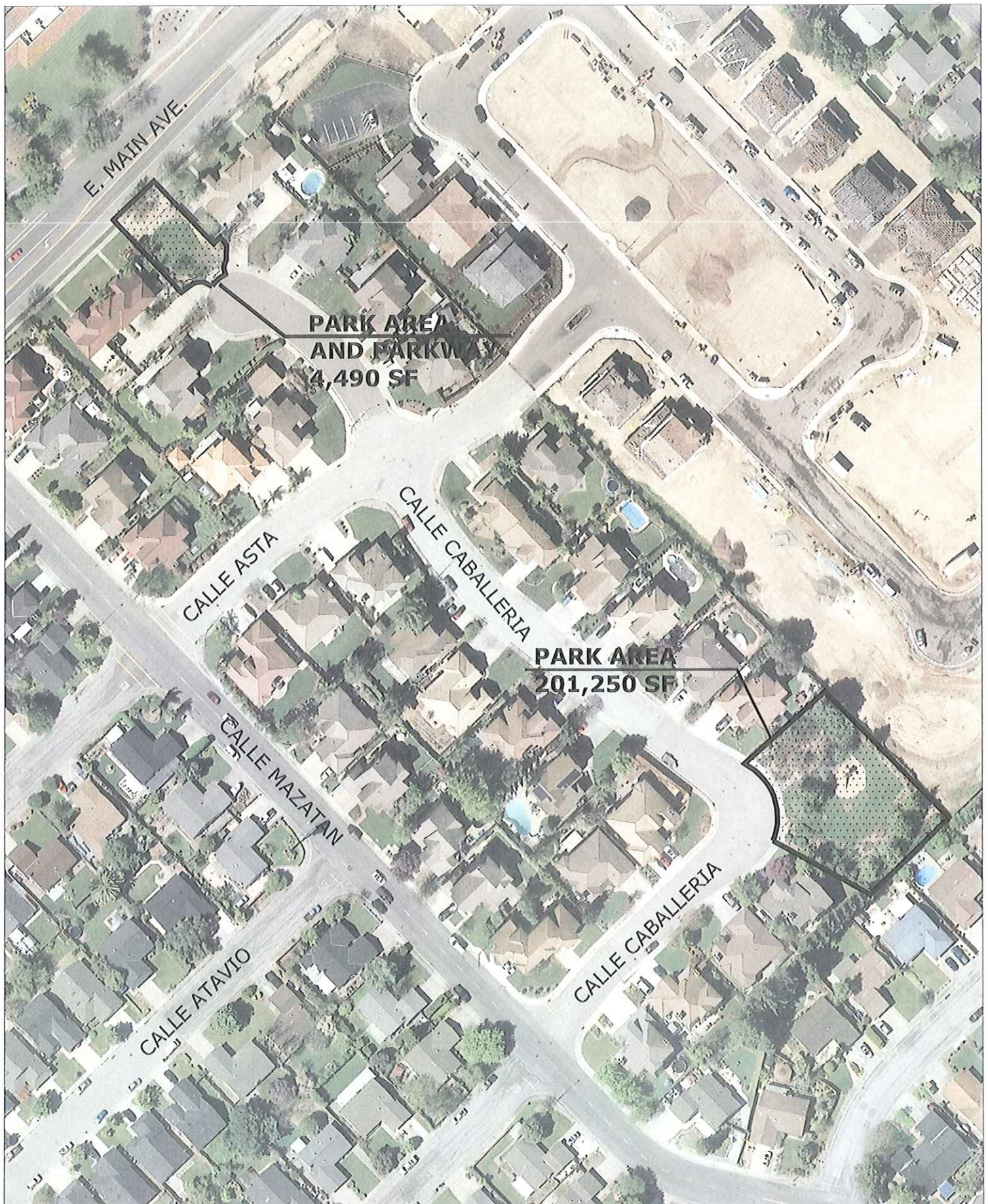
## CHANG-BERTELONE / LLAGAS-OBATA 2011 AERIAL PHOTO

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N.T.S.





Public Works

## BELLE ESTATES 2011 AERIAL PHOTO

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N.T.S.





Public Works

# DIANA ESTATES 2011 AERIAL PHOTO

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1"=80'





PARK AND  
POND AREA  
4,105 SF



CITY OF MORGAN HILL

Public Works

## STONE CREEK 2011 AERIAL PHOTO

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1"=80'





CITY OF MORGAN HILL

Public Works

## JACKSON MEADOWS 6A/6B 2011 AERIAL PHOTO

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N.T.S.



**EXHIBIT F**

**SAMPLE MAINTENANCE SERVICES AGREEMENT**

## MAINTENANCE SERVICE AGREEMENT

**THIS AGREEMENT** is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and \_\_\_\_\_ a California Choose an item. ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to Choose an item.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until \_\_\_\_\_ at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be \_\_\_\_\_ as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
  - 4.1. **Amount.** \$ \_\_\_\_\_. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed \_\_\_\_\_ dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to SERVICE PROVIDER during the initial term of this Agreement.
  - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession

without additional compensation to SERVICE PROVIDER. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of CITY's City Manager, or his delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER's sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. SERVICE PROVIDER further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of the CITY.

8.1. **Insurance Types and Amounts.**

8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.
- 8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems

consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5.3. If the performance of SERVICE PROVIDER's work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.2. **Endorsements.** SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

8.2.1. **General Liability.**

8.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

8.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

8.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VII" or better.

8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the SERVICE PROVIDER's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill

Attn: Risk Management  
17575 Peak Avenue  
Morgan Hill, CA 95037

9. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
10. **Compliance with Law.**
- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 9.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. The City will not accept a Bid Proposal from or enter into a contract with a Contractor, without first receiving proof to the satisfaction of City that Contractor and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.
12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.
13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
14. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Address of CITY is as follows:

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

with a copy to:  
City Clerk  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. **Maintenance of Records.**

16.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

21.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

21.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.



23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement.** Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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27. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**IN WITNESS THEREOF**, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Michelle Wilson  
Print Name

\_\_\_\_\_  
Steve Rymer  
Print Name

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim City Attorney

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

\_\_\_\_\_  
Gary M. Baum  
Print Name

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

\_\_\_\_\_  
Print Name and Title of Signer.  
If Corporate: Chairman, President or  
Vice President

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

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

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

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

\_\_\_\_\_  
Print Name and Title of Signer.  
If Corporate: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer

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

\_\_\_\_\_  
Contractor's License Number(s) *(if applicable)*

\_\_\_\_\_  
Expiration Date(s) \_\_\_\_\_

Seal:

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION RATES**

**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**

**EXHIBIT G**

**NONCOLLUSION AFFIDAVIT**

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

## NONCOLLUSION AFFIDAVIT

*(To be executed by bidder and submitted with bid)*

State of California	)	ss.
	)	
County of _____	)	

\_\_\_\_\_, being first duly sworn, deposes and says that he

or she is \_\_\_\_\_ of \_\_\_\_\_  
("Contractor"), 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.

I certify under penalty of perjury that the foregoing is true and correct.

s/\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title [print]

State of **THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
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 capacities, 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public



**EXHIBIT H**  
**2016-18 Landscape Services Cost Proposal**

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GROUP 2 – Full Service	Landscape Maintenance (Irrigation excluded )	Irrigation Maintenance	Total Annual Cost
Civic Center			\$
Community & Cultural Center *			\$
Centennial Recreation Center			\$
Skate Park			\$
Wildlife Trail			\$
Aquatics Center			\$
Police Department			\$
TOTAL GROUP 2			\$

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

**Exhibit H**  
**2016-18 Landscape Services Cost Proposal (Continued)**

GROUP 4	Landscape Maintenance (Irrigation excluded )	Irrigation Maintenance	Annual Cost
Fox Hollow/Murphy Springs	\$	\$	\$
Llagas Creek Estates	\$	\$	\$
Sparhawk	\$	\$	\$
Chang/Bertelone	\$	\$	\$
Llagas/Obata	\$	\$	\$
Belle Estates	\$	\$	\$
Diana Estates	\$	\$	\$
Stone Creek	\$	\$	\$
TOTAL GROUP4	\$	\$	\$

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

**Exhibit H**  
**2016-18 Landscape Services Cost Proposal (Continued)**

GROUP 5	Landscape Maintenance (Irrigation excluded )	Irrigation Maintenance	Annual Cost
Parsons Corner	\$	\$	\$
Sunnyside/Stone Gate	\$	\$	\$
Mill Creek	\$	\$	\$
Hamilton Square	\$	\$	\$
Oak Creek	\$	\$	\$
Rose Haven	\$	\$	\$
Jackson Meadows 6A/6B	\$	\$	\$
TOTAL GROUP 5	\$	\$	\$

Extra Work – All Locations		Hourly Cost
<u>Labor including work truck/tools</u>		
Common Labor		\$
Skilled Technician		\$
Supervisor		\$
Emergency/After Hour Response		\$
Other (describe)		\$
<u>Equipment</u>		
Spray equipment		\$
Tractor with implements		\$
Slit seeder		\$
Mower		\$
Other (describe)		\$
<u>Supplies</u>		
Materials mark up over cost		%

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

**EXHIBIT I  
SUBCONTRACTOR LIST**

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,<sup>1</sup> the bidder must list a description of the work, the name of the Subcontractor, its California contractor license number, the location of its place of business, and DIR registration number.

**Bidders: Please print legibly. Illegible forms may be rejected.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CA CONTRACTOR LICENSE NUMBER	DIR REG. NUMBER	LOCATION OF BUSINESS	LOCAL VENDOR <sup>2</sup> YES/NO

END OF SUBCONTRACTOR LIST

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

<sup>1</sup> For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

<sup>2</sup> A Subcontractor is considered local if its principle place of business is within the city limits of Morgan Hill.

## **EXHIBIT J**

### **City of Morgan Hill Integrated Pest Management Plan**



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# **City of Morgan Hill**

## **Integrated Pest Management**

### **Plan for Facilities, Parks, Streets and Public Open Space**

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**I. IPM Definition and Plan Goals**

The goal of the City of Morgan Hill IPM Plan is to align city maintenance practices in public buildings, parks, landscaped grounds, public right of way and open space areas with the Integrated Pest Management (IPM) approach to pest control.

Integrated Pest Management, per the California Healthy Schools Act of 2000 (Assembly Bill 2260), is "a pest management strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment, are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds."

Through use of a combination of preventive and suppressive pest control methods, IPM optimizes pest control effectiveness and reduces problems that can result from reliance on a single method. The IPM method does not usually include eradication as a practical or cost effective goal.

This Plan applies to all city facilities and all maintenance activities except for water quality and sewer line maintenance operations.

**II. Legal Requirements, Environmental and Health Concerns**

Many federal and state agencies have jurisdiction over pest control activities related to: use of pesticides, vegetation management, worker safety, hazardous material disposal, impacts of pesticide use on air and water quality and on wildlife. Primary pesticide regulation is by the US Environmental Protection Agency (EPA) with additional regulation and enforcement by the California Environmental Protection Agency. The California Department of Pesticide Regulation (DPR) is the regulatory arm of California EPA. Local enforcement of pesticide regulations performed by the Santa Clara County Department of Agriculture. Additional agencies with involvement in pesticide use include:

- US Occupational Safety and Health Administration
- US Fish and Wildlife Service
- California Division of Occupational Safety and Health Administration
- CA Department of Fish and Game
- CA Air Resources Control Board and Regional Air Pollution Control Districts
- CA Water Resources Control Board and Regional Water Quality Control Boards

In 2007, California AB 2865 extended the Healthy Schools Act to child care centers including public child care centers. The law requires that early childhood care and education providers designate an IPM coordinator, notify parents of pesticide use, maintain a registry



of parents and staff, post warning signs and keep written records of pesticide use. Use of pesticides around children requires extra precautions since children are typically more vulnerable to the effects of pesticides in their environment than adults.

### III. Management Policy Statement

The City of Morgan Hill will carry out pest management operations using Integrated Pest Management techniques to control pests effectively and also minimize the use of pesticides. Whenever feasible, non-toxic alternative pest control methods will be used. The City will seek new technology, best management practices and least toxic approaches to address all pest control issues. The City will educate staff and the public about its commitment to and implementation of IPM practices.

### IV. IPM Implementation Responsibilities

- a. Implementation of a successful IPM Plan relies on the coordinated efforts of employees across the organization. To ensure necessary employee communication, training, contractor selection and public coordination, the City Manager will designate a City IPM Plan Administrator. The IPM Plan Administrator will be responsible for IPM implementation, staff training, annual reporting, public outreach and updating of the IPM Plan when needed. The IPM Plan Administrator will assist site IPM coordinators as needed in developing specific pest control plans, will track citywide pesticide usage and trends, and will research new IPM strategies to address the City's pest issues.
- b. Department managers shall designate site IPM Coordinators for major facilities and locations including:
  - Civic Center (County Library excluded)
  - Community and Cultural Center
  - Centennial Recreation Center
  - Aquatics Center
  - Corporation Yard
  - Water and Wastewater facilities
  - Public right of way
  - City owned parks and trails
  - City owned open space
  - Other City owned properties

The IPM Coordinators shall be responsible for developing plans (Attachment A) to address specific pest problems at assigned location(s). Site IPM implementation shall include: identifying key pests, monitoring, establishing action threshold levels, overseeing pest prevention and suppression measures, documenting and reporting actions taken.

IPM Coordinators will report, on a monthly basis, all pesticide use by staff and by contractors, at assigned facilities, to the City IPM Plan Administrator (Attachment B).

# City of Morgan Hill

## Integrated Pest Management Plan for Facilities, Parks, Streets and Open Space

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The IPM Coordinator at each child care facility shall also document compliance with the requirements of the CA Healthy Schools Act.

Structural pest problems will be managed by Building Department staff.

### V. Citywide IPM Requirements

- a. All staff and city contractors working for the City of Morgan Hill will adhere to the City IPM Plan as well as plans developed by site IPM coordinators to address specific pest problems.
- b. No pesticides shall be purchased by city staff or contractor application authorized without prior approval from the City IPM Plan Administrator.
- c. Contractors hired to perform pest control of any kind shall be familiar with IPM and shall use IPM methods in their work for the City.
- d. Prohibited Pesticides - No federal or state restricted materials, or pesticides labeled with signal words "Danger" or "Warning" will be used for routine maintenance by staff or by city contractors.

### VI. Staff Training

- a. All staff who manage pest problems and who apply pesticides as part of their job must be trained according to the CA Department of Pesticide Regulations requirements.
- b. The IPM Plan Administrator will inform all city staff on an annual basis about the City's IPM Plan, restrictions on pesticide usage and appropriate procedures for controlling pests.
- c. The IPM Plan Administrator will document staff training.

### VII. IPM Resources

Statewide IPM Plan information for dealing with specific pests, training and general information about IPM is available at: <http://www.ipm.ucdavis.edu/>. California School IPM requirements and detailed information about school IPM, including IPM at child day care facilities, is available at: <http://apps.cdpr.ca.gov/schoolipm/>.

### VIII. Record Keeping and Annual Report

The IPM Plan Administrator will compile monthly pesticide usage reports from site IPM Coordinators into a single annual IPM Plan report. The report shall be provided to the City Manager, City Council and made available to the public by the end March of each year. The report is to include:

- General overview of the city's IPM Plan
- Pest problem trends
- Pesticides used during the past year, quantities used of each chemical, general locations where they were applied and target pests

- Nontoxic solutions used
- New technologies, strategies tried during the year
- Overview of staff training and public outreach accomplished
- Goals for the coming year

**IX. Public Outreach**

- a. The City will use appropriate opportunities (booths at special events, utility bill inserts, city website, email blasts, etc.) to communicate with the public about the IPM approach to pest management and its benefits in the home and in the workplace.
- b. When applying pesticides for seasonal weed abatement in parks or on City Streets and right of ways adjacent to schools or daycare facilities, public notification will be provided by posting signs at the entrances to the parks, or at the ends of the area to be treated on roadways and right of ways. The signs will be of a size no smaller than 11" X 17" and will be installed no later than three (3) days prior to the application and will be removed no earlier than 1 day after the area is safe to enter. The signs will be in English and Spanish, and will contain the following information:
  - i. The date of the posting
  - ii. The name of the pesticide being applied
  - iii. The active ingredient(s)
  - iv. The purpose for the pesticide
  - v. The date(s) the area will be treated
  - vi. When the area will be safe to enter
  - vii. A contact name and phone number for concerns or questions.
    1. The contact must be able to provide copies of the SDS (or MSDS) for any pesticide being applied

Attachment A  
**Site Specific Integrated Pest Management Plan**

IPM Coordinator	
Site	
Specific Location (provide map if needed)	
Pest	
Date identified	
Monitoring frequency	
Threshold for action	
Prevention methods: (inspections, housekeeping, altering environment, barriers, etc.)	
Nonchemical control methods: (traps, mechanical removal, etc.)	
Pesticides used - only if no other effective measures are available:	
Evaluation of current method(s) used/Notes	
Suggestions for future improvements/actions needed to deter pests	

Attachment B  
**Monthly Pesticide Use Report\***

IPM Coordinator	
Month/Year	
Site/Location(s)	
Pesticide Name (commercial name and chemical)	
Quantity used in month	
Pest to be controlled	
Reason nonchemical methods were not used	
Pesticide Name (commercial name and chemical)	
Quantity used in month	
Pest to be controlled	
Reason nonchemical methods were not used	
Pesticide Name (commercial name and chemical)	
Quantity used in month	
Pest to be controlled	
Reason nonchemical methods were not used	

\* send to IPM Plan Administrator

### **Document Control**

<b>Revision</b>	<b>Date of Revision</b>	<b>Changes from Previous</b>
CMH.IPM.2015.a	8/21/2015	Added footer to include revision name, revision date and total pages. Added "Document Control" table (this table). Added "End of Document" statement.

### **End of Document**