

PREVENTATIVE PUMP MAINTENANCE SCOPE OF SERVICES

1. GENERAL SCOPE OF WORK

The City of Palm Desert currently has three (3) parks and an aquatic center that utilize various pumps, Variable Frequency Drives, SCADA systems, filters, screens, and other ancillary equipment. The pumps are essential to circulate pool water and features, and irrigate highly visited areas such as baseball fields, soccer fields, amphitheater, open turf spaces, and other greenbelt and landscaped areas. Maintaining the irrigation pump systems is critical to ensure city facilities, parks and landscape are maintained at a world class level.

The City is looking for a qualified Contractor to inventory the City's pump infrastructure and develop a Preventive Maintenance Program and perform the necessary work to keep these city assets operational. Contractor shall also maintain pump rooms, enclosed areas, and adjacent critical areas clean and free of debris.

Maintenance shall be performed a minimum of once every three (3) months. Contractor shall also supply the necessary tools, equipment, and qualified staff necessary to perform the job. In addition, contractor will report issues discovered and submit estimates for repairs.

2. SERVICES TO BE PERFORMED

City Staff conducted a preliminary inventory of the pump rooms at City parks and stations and noted: Six (6) irrigation booster pumps, three (3) VFD's, two (2) SCADA systems, and one (1) well pump. In addition, pressure regulating valves, filters, fertigation pumps, and supporting components were also noted.

Equipment at the Palm Desert Aquatic Center includes three (3) pool pumps, two (2) water slide pumps, one (1) water feature pump, and six (6) VFDs,

Contractor shall conduct an independent inventory of the pump rooms and irrigation systems and submit a Preventive Maintenance Program Proposal based on the findings.

Equipment locations and approximate quantities:

- A. Civic Center Park: Three (3) irrigation booster pumps, three (3) VFD's, two (2) SCADA systems, Amiad filter, and one (1) well pump. In addition, there is a fertigation system at this location.
- B. Hovley Soccer Park: One (1) irrigation booster pump and one (1) pressure regulating valve. In addition, there is a fertigation system at this location.
- C. Freedom Park: Two (2) irrigation booster pumps and inline master valves.
- D. Palm Desert Aquatic Center: Three (3) pool pumps, two (2) water slide pumps, one (1) water feature pump, and six (6) VFDs,

Contractor is to perform industry standard maintenance on a quarterly basis, including but not limited to:

- Cleaning the filters associated with the pumps to ensure proper flow.
- Checking amps on motor controls and VFD's,

- Checking seals and gaskets.
- Oil and lubricating equipment per manufacturer's recommendations.
- SCADA systems review and testing.
- Checking valves, hoses, and equipment to ensure they operate correctly.
- Contractor shall be on-site to respond to emergency repairs within 24 hours of receiving notification.

3. PERFORMANCE OF EXTRA WORK

- Contractor shall not perform extra work without City authorization.
- Authorization shall be in writing, on a completed City Work Request Form, and signed by an authorized City representative.
- Additional Work labor shall be paid at the hourly rate listed on the Price Sheet Schedule unless otherwise agreed upon.
- Additional Work materials shall be paid at the rate of "cost plus fifteen percent (15%) mark-up.
- Invoicing for Additional Work shall include an itemized invoice describing the unit cost and/or labor hours at the contract rate, materials costs, and copies of materials invoices from the supplier(s).

PREVENTATIVE PUMP MAINTENANCE SPECIAL PROVISIONS

1. PRE-COMMENCEMENT CONFERENCE

A pre-commencement conference shall be conducted at the Palm Desert City Hall, 73-510 Fred Waring Drive, Palm Desert, California, 92260 prior to the start of construction. The job-site foreman or superintendent assigned by the Contractor for this project shall be present at the Pre-commencement Meeting. The Contractor shall prepare a tentative maintenance schedule for submission and review at the Pre-Construction Meeting. The discussion shall include but not be limited to: project supervision; progress schedules and reports; payments to Contractor; safety; and other anticipated issues pertinent to the contract.

At this conference, the Contractor shall designate, in writing, a representative who shall have authority to act for the Contractor with the City of Palm Desert. An alternate representative may be designated. The representative or alternate shall be present at the job site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the project, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor.

In the absence of the Contractor or its designated representative, necessary or desirable directions or instructions may be given by the Engineer to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

Those attending the meeting shall include, but not be limited to the following:

1. Contractor
2. City of Palm Desert Department Project Manager
3. City of Palm Desert Landscape Staff
4. Pertinent Subcontractor(s)

2. PUBLIC CONVENIENCE

The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under active maintenance no greater length or amount of work then can be prosecuted properly with due regard to the rights of the public. Contractor must obey City directives.

Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the work. To the extent any portion of the work requires obstructing pedestrian paths of travel, the work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area.

3. HOURS OF WORK

Unless otherwise approved by City of Palm Desert, Contractor shall not work outside the established hours of operation under this contract:

May 1 through September 30

Weekdays (MTWTF):	5:30 AM to 7:00 PM
Weekends (Saturday):	*8:00 AM to 5:00 PM
Weekends (Sunday):	No Work
Government Code Holidays:	No Work

October 1 through April 30

Weekdays (MTWTF):	7:00 AM to 5:30 PM
Weekends (Saturday):	*8:00 AM to 5:00 PM
Weekends (Sunday):	No Work
Government Code Holidays:	No Work

*Work is permitted on Saturdays only with prior approval by City of Palm Desert or its agent.

Work is not permitted on Sundays and during City of Palm Desert holidays.

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

4. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours' notice to the Underground Service Alert by calling 1-800-227-2600. The location and existence of utilities and improvements shown on the plans are approximate and taken from available records. The Contractor shall verify the location of existing improvements and shall take all precautions to protect them whether shown or not.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (909) 335-7581 at least two (2) working days prior to the start of construction.

The Contractor shall coordinate installation of utility facilities within the project with the inspector listed above as contact. Requests for information not shown on the specific utility installation plan shall be directed to the contact for that utility. The exact location and identification of all existing utilities shall be determined by the Contractor prior to the start of any work. The Contractor shall protect-in-place all utilities unless otherwise noted on the plans.

5. USE OF AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall be responsible for all damages to persons or property that occurs as a result of the work. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City of Palm Desert. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or

adjacent to the Project site where work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by City of Palm Desert or City of Palm Desert's agent.

6. CHANGES IN THE WORK/EXTRA WORK

Contractor shall make no changes in the work without written direction from City of Palm Desert. Contractor shall not be compensated for any change made without City of Palm Desert's written direction.

Contractor shall not perform Extra Work without City of Palm Desert approval and work order. Contractor shall submit extra work invoices with a copy of the approved City of Palm Desert work order and applicable receipts.

If City of Palm Desert requests Contractor in writing for extra work, the Agreement price will be adjusted based on the following:

1. Price Sheet Hourly Rates.
2. Parts and materials will be billed at cost with an allowable 15% markup.

The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only the actual wages paid which shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which the extra Work is accomplished, and which schedule is incorporated herein by reference as though fully set forth herein.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type.
 - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is

inoperative due to breakdowns.

- (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.

If no agreement can be reached on a change order, City of Palm Desert shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to City of Palm Desert within seven (7) days of the issuance of the unilateral change order, disputing the terms of the unilateral change order and providing sufficient supporting documentation for its position as City of Palm Desert may reasonably require.

7. CLAIMS

The Contractor will indemnify and save the City of Palm Desert, City and their agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material supplier, and furnishers of machinery and parts thereof, equipment tools, and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City of Palm Desert's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Palm Desert may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable and sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the City of Palm Desert to either the Contractor his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Palm Desert shall be considered as a payment made under the Contract Documents by the City of Palm Desert to the Contractor and the City of Palm Desert shall not be liable to the Contractor for any such payment made in good faith.

8. DISPUTE RESOLUTION

Notwithstanding any other provision herein, provisions and procedures in this Section, claims of \$375,000 or less shall be resolved pursuant to the procedures set forth in California Public Contract Code §§ 20104, et seq. Contractor shall comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City of Palm Desert. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a lawsuit against the City of Palm Desert.

9. PROJECT SAFETY

The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the project and all other persons who may be affected thereby;

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractor or Sub-Subcontractors;
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
4. Vehicular and pedestrian traffic on or near the project site. This requirement shall apply continuously and not be limited to normal working hours.

The Contractor is responsible to design, construct and maintain all safety devices as required by law or manufacture. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public City of Palm Desert bearing on the safety of persons or property or their protection from damage, injury or loss. Neither the City of Palm Desert nor the City of Palm Desert's Representative shall enforce safety measures or regulations. The contractor must submit a comprehensive written safety program covering all aspects of onsite and applicable offsite operations and activities associated with the contract.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. The Contractor shall use proper safety signing and barricading as required by the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the W.A.T.C.H. handbook.

The Contractor shall use such foresight and shall take such steps and precautions as operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service or from the failure of partly completed work.

The Contractor shall take all necessary precautions to protect the public, especially children, from the hazards of open excavations. Trenches, slopes, and excavations requiring shoring shall either be covered or adequately fenced at night and on weekends or whenever operations are not in actual progress.

High visibility clothing shall be worn at all times when working on the project. It is the Contractor's responsibility to ensure that this requirement is enforced.

Contractor shall ensure that all working personnel are identified by a work uniform that, at a minimum, consists of a shirt that identifies the company. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

All safety devices and all guards for equipment shall be in place and in proper working order during equipment use. No safety device or guards shall be removed, modified or altered in any way, except in strict accordance with the manufacturer's recommendation.

In case of an emergency, which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify Engineer immediately thereafter. Any compensation for emergency work claimed by Contractor, together with substantiating documentation, shall be submitted to City of Palm Desert.

Whenever, in the opinion of the City of Palm Desert, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property or if immediate action shall be considered necessary in order to protect public or private personnel or property interest, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event, the City of Palm Desert may provide suitable protection to said interest by causing such work to be performed and material to be furnished, as, in the opinion of the City of Palm Desert, may seem reasonable and necessary. The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor. If he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Engineer, then said costs and expense will be paid by the City of Palm Desert and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the City of Palm Desert to take such precautionary measure shall not relieve the Contractor of his full responsibility for public safety.

10. WORK AREA APPEARANCE

The Contractor shall maintain the work area in a neat and orderly fashion. When practical, debris developed during maintenance operations shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of daily. No tarps shall be left unattended in parking areas without express permission from the City of Palm Desert. No tarps shall be permitted in any area overnight.

11. CLEANUP AND RESTORATION OF SURFACES

The Contractor shall, as directed by the Engineer, remove from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operations. This includes temporary work area(s) obtained by the Contractor.

All existing surfaces, whether asphaltic or concrete, Portland Cement concrete, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after operations, be restored to a condition at least equal to that which existed prior to landscape maintenance activity. All restoration shall be in-kind. Restoration shall include, but not be limited to, the replacement of landscape planting and irrigation system, and pavement striping which are disturbed by the Contractor's operations in the course of work.

12. RECYCLING SPECIFICATIONS

Contractor shall segregate the following materials generated by this job and shall haul, or have the material hauled, to recycling, composting or other properly permitted and County-licensed, diversion facilities: Dirt; Sod; Grass; Wood; Concrete (with and without rebar); masonry; landscape irrigation piping and fittings; asphalt; gravel and rock.

Contractor shall submit weight tickets to the City of Palm Desert on a monthly basis showing the quantity (tons) delivered to each diversion facility. Contractor shall also submit to City of Palm Desert, on a monthly basis, all weight tickets showing the tons of all non-divertible material that have been delivered to landfill.

Contractor shall include the costs for the diversion of the above-listed materials in its bid for the job. All other debris generated that is beyond the scope of normal and routine maintenance shall

be paid as an extra. Contractors are responsible for doing their own research in contacting the recycling, composting and other processing and diversion facilities to confirm the tipping fees for the various types of materials. Contractor may utilize any recyclers or processors provided that Contractor submits written evidence that said facilities are operating in compliance with all state, federal and local laws. Contractor is liable and responsible for any illegal dumping activities for any and all materials generated at the job site.

Contractor shall remove all green waste generated from maintenance operations on a daily basis. No green waste will be allowed to remain on site after work hours. Disposal of green waste shall not be allowed in any City of Palm Desert trash can, bin or other City of Palm Desert facility (i.e. corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert. Contractor shall recycle all green waste removed from City of Palm Desert landscaped areas at a County-licensed facility. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City or City of Palm Desert green waste. Said products shall be approved by the Engineer or his designee before use. Contractor shall submit verification of green waste disposal in the Green Waste Monthly Report.

13. PERMITS AND LICENSES

- a. Permits: Contractor, and any subcontractors shall obtain permits for all work within the City, City of Palm Desert, and State public right-of-way, and the project area and will maintain proper safety and regulatory signs for such work.
- b. Licenses: Contractor shall obtain and pay all costs incurred for licenses necessitated by his operations. Prior to starting any work, the Contractor and all subcontractors shall be required to have a City of Palm Desert Business Tax Registration valid for the time they are engaged in work. The cost of these fees shall be included in the price and no additional compensation will be allowed therefor.
- c. Fees: Contractor shall be responsible for all inspection and permit fees required by agencies (other than the City of Palm Desert, Public Works Department) necessitated by his operations for this project. This includes fees required for inspection work within the right-of-way of these other agencies and other public right-of-way. The cost of these fees shall be included in the lump sum contract bid price and no additional compensation will be allowed therefor.

14. INSPECTION OF THE WORK

There will be inspection of this work to ensure strict adherence to the specifications and work schedule submitted by the Contractor. It shall be the responsibility of the Contractor to notify the City of Palm Desert should any deviation of said work schedule become necessary. Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by the City of Palm Desert.

15. PROTECTION OF PUBLIC

The Contractor shall take all necessary precautions to protect the public, especially children, from the hazards of their maintenance operations.

Unusual conditions may arise during the scope of work, which will require that immediate and

special provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the progression of the work. It is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City of Palm Desert, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property or if immediate action shall be considered necessary in order to protect public or private personnel or property interest, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event, the City of Palm Desert may provide suitable protection to said interest by causing such work to be performed and material to be furnished, as, in the opinion of the City of Palm Desert, may seem reasonable and necessary.

Materials and equipment shall be stored so as to not create a public nuisance and to ensure the preservation of their quality and fitness for the work. No materials or equipment shall be stored at the project site unless its use is imminent.

The Contractor is responsible to design, construct and maintain all safety devices and be responsible for conforming to all local, state and federal safety and health standard, laws and regulation

16. TRAFFIC CONTROL

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation. Contractor shall provide and maintain work zone traffic control devices at all times in accordance with the WATCH Manual, the California MUTCD, and as directed by the City of Palm Desert's Representative or his/her designee. All roadway signs, delineators, channelizers, cones and barricades shall be in "like new" condition. All roadway signs used for nighttime traffic control shall have retroreflective sheeting that meet or exceed ASTM Standard D 4956 Type III.

A minimum of a four-foot (4') wide ADA compliant pedestrian path of travel must be maintained in the sidewalk area at all times. The area under maintenance in the sidewalk areas must be maintained free of hazardous conditions. The immediate area must be barricaded in such a manner that pedestrian traffic cannot enter.

The compensation for furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advance warning signs, flagmen, barricades, temporary striping and other safety devices, as required for public safety or as directed by the City Engineer, shall be considered as included in the in the contract bid price, and no additional compensation will be made therefor.

17. MEASUREMENT AND PAYMENT

City of Palm Desert has specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, City of Palm Desert reserves the right to subtract an associated amount form the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, City of Palm Desert may implement liquidated damages of **\$250** per day per incident until the deficiency is corrected. The following is a brief summary of possible deficiencies:

1. Failure to comply with Contract Documents.
2. Failure to comply in a timely manner with contractually legitimate requests made by City of Palm Desert.
3. Failure to provide specified reports or falsification of reports.
4. Failure to supply adequate equipment, labor or supervision.
5. Failure to repair deficiencies in the allotted time frame.
6. Failure to comply with schedules.
7. Failure to protect public health and safety.
8. Failure to provide adequate identification on vehicles or employees.

In the event Contractor fails to perform contractual obligations to the satisfaction of City of Palm Desert, City of Palm Desert may choose to obtain the services of a separate landscape maintenance provider to fulfill Contractor's obligations, and any and all associated charges shall be the responsibility of the Contractor.

18. VEHICLES ON SIDEWALK AND TURF

Contractor vehicles shall not drive on sidewalks or turf without prior City of Palm Desert approval.

19. REFUSE DISPOSAL

All refuse collected shall be removed and taken to a sanitary landfill at Contractor's expense. Disposal of debris shall not be allowed in any City of Palm Desert trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert.

20. GREEN WASTE

Contractor shall remove all green waste generated from maintenance operations on a daily basis. No green waste will be allowed to remain on site after work hours. Disposal of green waste shall not be allowed in any City of Palm Desert trash can, bin or other City facility (i.e., Corporation Yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert. Contractor shall recycle all green waste removed from City of Palm Desert landscaped areas at a County-licensed compost facility. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Palm Desert green waste. Said products shall be approved by the City of Palm Desert or his designee before use. Contractor shall submit verification of green waste disposal in the Green Waste Monthly Report.

21. SCHEDULES

At the pre-commencement conference, Contractor and City of Palm Desert staff will review the Work Schedule submitted by the Contractor. This schedule will be considered the permanent schedule. If, during the first thirty (30) days, an adjustment in the schedule needs to be made, Contractor may submit a revised schedule for approval. In addition, Contractor shall submit a weekly report by 1:00 p.m. every Friday showing work performed in the current week and work scheduled for the following week. Failure to submit the required report by 1:00 p.m. every Friday may result in a \$250 fine. Contractor shall adhere to the schedule. City of Palm Desert must receive notification of changes at least 24 hours in advance. Reports may be transmitted electronically to either rchavez@cityofpalmdesert.org or bgonzalez@cityofpalmdesert.org or a

facsimile (Fax) to 760-341-7098.

22. LICENSE AND CERTIFICATION REQUIREMENTS

Contractor shall possess all permits and licenses required to comply with city, county, state or federal laws for the work activities performed, including the use of any chemicals. Contractor assumes responsibility and liability for use of all chemical controls and shall at all times perform chemical applications in accordance with governmental regulations and industry standards for their safe and appropriate use.

At the time that the Proposal is submitted, Contractor shall possess current licensure and certification as follows, and the same shall be maintained current and valid for the term of the contract:

1. C-61, subcategory D-21