# STAFF REPORT CITY OF PALM DESERT PUBLIC WORKS DEPARTMENT

MEETING DATE: May 14, 2020

PREPARED BY: Randy Chavez, Landscape Supervisor

REQUEST: Award Contract No. C39850 for Landscape Maintenance Area (LMA)

No. 1 to Urban Habitat of Palm Desert, California in an annual amount of \$211,586.40, and authorize repair work and services for an annual

amount of \$45,000 (Project No. 901-21)

### Recommendation

By Minute Motion:

- 1) Award Contract No. C39850 for Landscape Maintenance Area No. 1 to Urban Habitat of Palm Desert, California, for a period of thirty-six (36) months in the annual amount of \$211,586.40; and
- 2) Authorize extra work and services for an annual amount of \$45,000; and
- 3) Authorize the City Manager to execute said contract.

Funds are available in Account No. 1104614-4337001, R/M Medians.

### Strategic Plan

Landscape Maintenance Area No. 1 is an on-gong maintenance activity and, as such, does not contribute directly to the objectives of the Strategic Plan.

### **Background Analysis**

Landscape Maintenance Area (LMA) No. 1 includes all of the street and highway medians and parkways within the City of Palm Desert with the exception of the medians on El Paseo. Historically, this contract has been awarded based on low bid criteria. However, with this selection process, staff found contractors would provide artificially low bids in order to secure the contract and then fail to perform the work up to City standards.

To address this issue, staff modified the selection process in concurrence with the City Attorney, to select contractors based on qualifications as well as cost. This allows the City to include experience, equipment availability and condition, as well as qualified labor

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assigned to this project in determining the best-qualified firm. Staff has utilized this process successfully with other landscape maintenance services in the City and the level of service and quality of maintenance has improved substantially.

In order to increase efficiency, staff has combined three similar LMAs into one area and relocated the Haystack Drainage Area and the Smoketree Natural Area to a new, reorganized LMA comprised of the city parks, with the exception of Civic Center and Magnesia Falls parks. This approach will allow for a more cohesive contract and simplify the management process since it reduces the number of on-going contracts that staff oversees and it helps in the standardization of the maintenance of the City's landscape.

A Notice Inviting Proposals for Landscape Maintenance Area No. 1 was advertised, and on April 14, 2020, staff received four proposals. A selection committee that included representatives from Community Development, the City Manager's Office, and the Public Works Department reviewed the proposals and ranked them as follows:

CONTRACTOR	LOCATION	RANKING	SCORE
Urban Habitat	Palm Desert, CA	1	91%
Conserve LandCare, Inc.	Thousand Palms, CA	2	87%
Mariposa Landscape	Irwindale, CA	3	83%
Kirkpatrick Landscape	Indio, CA	4	82%

Based on the review, staff recommends awarding to Urban Habitat Landscape Contractors for a period of three years with an option of two, one-year extensions.

The request to authorize funds for extra work and additional services is to cover the unquantifiable activities that may arise and are necessary for landscape maintenance services. These are not part of the landscape maintenance contract, and includes items such as the repair and replacement of irrigation and landscape lighting equipment, emergency tree work, replacement of trees and shrubs, pest control, accident or vandalism repair, replacement of damaged signs and other items, water conservation related work, and performing enhancement work as needed. When extra is required, the contractor who maintains the area is generally the least expensive and the quickest to respond since their staff is already on site. Utilizing the same contractor for the maintenance and extra work ensures continuity and reduces the likelihood of potential conflicts.

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### Fiscal Analysis

This contract is included within the proposed Fiscal Year 2020-2021 operating budget. The contract consolidates Landscape Maintenance Areas 1, 2 and 4 into one contract, which resulted in an annual cost reduction of \$158,523. A portion of this reduction is due to the transfer of the Haystack Retention and Smoketree Natural Areas to another contract. The increase in the other contract is \$6,768, which results in a total annual reduction of approximately \$151,755. Therefore, there is no fiscal impact beyond the contract amount.

LEGAL REVIEW	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
RWH	Tom Garcia	Janet M. Moore	Andy Firestine
Robert W. Hargreaves City Attorney	Tom Garcia, P.E. Director of Public Works	Janet M. Moore Director of Finance	Andy Firestine Assistant City Manager
City Manager, Lauri Ayl	aian: <b>Lauri Aylaian</b>		

CONTRACTOR: Urban Habitat

36953 Cook Street, Ste. 101 Palm Desert, CA 92211

ATTACHMENTS: Agreement (Payment & Performance Bonds)

Contractor's Proposal

Vicinity Map

### **AGREEMENT AND BONDS**

#### CITY OF PALM DESERT

### **MAINTENANCE SERVICES AGREEMENT**

### **CONTRACT NO. C39850**

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of May, 2020, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California ("City") and Urban Habitat, a corporation with its principal place of business at 36953 Cook Street, Suite 101, Palm Desert, California 92211 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### 2. RECITALS.

### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

### 2.2 Project.

City desires to engage Contractor to render such services for the LANDSCAPE MAINTENANCE AREA NO. 01, CONTRACT NO. C39850, Project No. 901-21 project ("Project") as set forth in this Agreement.

### 3. TERMS.

### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term</u>. The term of this Agreement shall be from <u>July 1, 2020 to June 30, 2023</u>, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two (2) additional one-year terms**. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Contractor.

- 3.2.1 <u>Control and Payment of Subordinates; Independent Contractor</u>. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates the Director of Public Works or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 <u>Contractor's Representative</u>. Contractor hereby designates, <u>Brett Brennan</u> or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full City of Palm Desert to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.7 <u>Standard of Care; Performance of Employees</u>. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the

Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

- 3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred and Fifty Dollars (\$250.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.
- 3.2.9 <u>Disputes</u>. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.
- 3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.
- 3.2.10.1 <u>Employment Eligibility; Contractor</u>. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and subsubconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.
- 3.2.10.2 <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 <u>Water Quality Management and Compliance.</u> To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such City of Palm Desert regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements.

### 3.2.11 Insurance.

3.2.11.1 <u>Minimum Requirements</u>. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) <u>General Liability Insurance.</u> Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) <u>Automobile Liability Insurance.</u> Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) <u>Umbrella or Excess Liability Insurance.</u> Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to

reimbursement;

(c) Concurrency of effective dates with primary

policies; and

(d) Policies shall "follow form" to the underlying

primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) <u>Workers' Compensation Insurance.</u> Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

### 3.2.11.2 Other Provisions and Requirements.

(A) <u>Proof of Insurance</u>. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) <u>Duration of Coverage.</u> Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) <u>Primary/Non-Contributing.</u> Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

- (D) <u>City's Rights of Enforcement.</u> In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- (E) <u>Acceptable Insurers.</u> All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- (F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (G) <u>Enforcement of Contract Provisions (non estoppel)</u>. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (I) <u>Notice of Cancellation.</u> Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (J) <u>Additional Insured Status.</u> General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (K) <u>Prohibition of Undisclosed Coverage Limitations.</u> None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
  - (L) <u>Separation of Insureds.</u> A severability of interests provision

must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

- (M) <u>Pass Through Clause.</u> Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.
- (N) <u>City's Right to Revise Specifications.</u> The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.
- (O) <u>Self-Insured Retentions.</u> Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- (P) <u>Timely Notice of Claims.</u> Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (Q) <u>Additional Insurance.</u> Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
- 3.2.12 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 <u>Performance Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to

Contractor until it has been received and approved by the City.

- 3.2.13.2 <u>Payment Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.
- Bond Provisions. Should, in City's sole opinion, any bond become 3.2.13.3 insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.
- 3.2.13.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.
- 3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.2.15 Work Sites.

- 3.2.15.1 <u>Inspection Of Site</u>. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.
- 3.2.15.2 <u>Field Measurements</u>. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other

information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 <u>Hazardous Materials and Differing Conditions</u>. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 <u>Loss and Damage</u>. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand...

### 3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Contractor shall receive compensation, including authorized

reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY-SIX AND 40/100** (\$211,586.40) annually without written approval of the City Council or City Manager, as applicable.

- 3.3.2 <u>Payment of Compensation</u>. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 3.3.3 <u>Deductions</u>. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.
- 3.3.4 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.5 <u>Extra Work</u>. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.
- 3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records

directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Registration/DIR Compliance. If the Services are being performed as part of 3.3.7 an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.4 Termination of Agreement.

- 3.4.1 <u>Grounds for Termination</u>. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 General Provisions.

3.5.1 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Urban Habitat 36953 Cook Street, Suite 101 Palm Desert, California 92211 Attn: Brett Brennan City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

Attn: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, fortyeight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

- 3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.
- 3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, City, its officials, employees, agents and authorized volunteers.
- 3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
  - 3.5.4 Time of Essence. Time is of the essence for each and every provision of this

Agreement.

- 3.5.5 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 <u>Assignment or Transfer</u>. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.8 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.9 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 <u>No Third Party Beneficiaries</u>. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 <u>Invalidity: Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.14 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

- 3.5.15 <u>City of Palm Desert to Enter Agreement.</u> Contractor has all requisite power and City of Palm Desert to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and City of Palm Desert to make this Agreement and bind each respective Party.
- 3.5.16 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.17 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

### [SIGNATURES ON NEXT PAGE]

## SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND URBAN HABITAT

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

	OF PALM DESERT	URBAN HABITAT IF CORPORATION, TWO SIGNATURES, PRESIDENT OR VICE PRESIDENT AND SECRETARY OR TREASURER REQUIRED.
By:		
	NA NESTANDE AYOR	Ву:
		Its:
ATTE	ST:	
		Printed
By:		Name:
,	City Clerk	
		Ву:
		Its:
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APPR	OVED AS TO FORM:	Printed
		Name:
By:		
_,-	Best Best & Krieger LLP City Attorney	<del></del>
		Contractor's License Number and Classification
		DIR Registration Number ( <i>if applicable</i> )

Notary	/ Ackn	owled	ament
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Contract No. C39850

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

STAT	TE OF CALIFORNIA			
COU	NTY OF	_		
On _	, 20_	, before	e me,	, Notary Public, personally
the p	person(s) whose name(s ne/they executed the sam	s) is/are s ne in his/h	subscribed to the er/their authorized	ved to me on the basis of satisfactory evidence to be within instrument and acknowledged to me that d capacity(ies), and that by his/her/their signature(s) f which the person(s) acted, executed the instrument.
			•	/ under PENALTY OF PERJURY under the laws of ate of California that the foregoing paragraph is true rrect.
			WITNE	SS my hand and official seal.
			Signat	ture of Notary Public
			OPTION.	AL
Thou:	gh the information belo ment and could preven	ow is not t fraudule	required by law,	it may prove valuable to persons relying on the reattachment of this form to another document.
4000	CAPACITY CLAIME			DESCRIPTION OF ATTACHED DOCUMENT
	Individual Corporate Officer			
		le(s)		Title or Type of Document
	Partner(s)		Limited General	Number of Pages
	Attorney-In-Fact Trustee(s)	_		, and the second
	Guardian/Conservator Other:			Date of Document
-	er is representing: e Of Person(s) Or Entity(ie	es)		
				Signer(s) Other Than Named Above

### Contract No. C39850 Notary Acknowledgment A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_ \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_ \_\_\_\_, Notary Public, , who proved to me on the basis of satisfactory personally appeared evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT** Individual Corporate Officer П Title(s) Title or Type of Document Partner(s) Limited General Number of Pages Attorney-In-Fact Trustee(s) Guardian/Conservator Date of Document Other: Signer is representing:

Signer(s) Other Than Named Above

Name Of Person(s) Or Entity(ies)

## EXHIBIT "A" SCOPE OF SERVICES

### PROPOSED SCOPE OF SERVICES

### 2. SCOPE OF WORK

The work to be done consists of furnishing all labor, materials, necessary tools and machinery, supervision, and all utility and transportation services required to provide landscape maintenance services for City of Palm Desert Landscape Maintenance in accordance with the Contract Documents at the following locations:

### 2.1 LOCATIONS

### 1. Locations

- 1. HIGHWAY 111 MEDIANS AND PARKWAY
  - Medians between Hospitality Row and Painters Path Drive
  - North frontage road parkways between De Anza and Monterey Avenue
  - South Frontage Road parkways from 330 feet east of Shadow Hills Road to Larkspur Lane
  - Planter area on South Frontage Road 50 feet east of San Pablo Avenue
  - South Frontage Road parkways from Lupine Lane to Ocotillo Drive (Carl's Jr. restaurant)
  - City of Palm Desert monument signs at both the east and west entry to the city on Highway 111
- 2. PALM DESERT COMMUNITY CENTER 45-480 Portola Avenue
- 3. PALM DESERT HISTORICAL FIRE STATION 72-861 El Paseo
- 4. HIGHWAY 74 MEDIANS AND PARKWAY:
  - East frontage road parkways from 400 feet south of El Paseo to Homestead Road
  - Median between Highway 111 and El Paseo
- 5. <u>CHARGER SCULPTURE</u> Landscape Art planter on Highway 74 between El Paseo and Highway 111
- 6. MESA VIEW FIRE STATION 73-200 Mesa View Drive, west of Portola Avenue

### 7. MONTEREY AVENUE MEDIANS AND PLANTERS:

- All Medians from Highway 111 to Dinah Shore Drive
- Parkway planter at west end terminus of Guadalupe Ave (south to driveway & north to end of vacant lot)
- "Pork chop" planter on northeast corner of intersection at Country Club Drive
- "Pork chop" planter on northeast corner of intersection at Dinah Shore Drive

### 8. FRED WARING DRIVE MEDIANS AND PARKWAY:

- All medians from Washington Street to Highway 111
- North parkway planters between Warner Trail and Tennessee Avenue, including planters and cobble areas west of Tennessee
- South parkway planters between Portola Avenue and Deep Canyon Road

- Monument entry sign planter at the northwest corner of Washington Street and Fred Waring Drive
- 9. TOWN CENTER WAY medians between Highway 111 and Fred Waring Drive
- 10. <u>COOK STREET MEDIANS</u> Medians between Merle Drive to Gerald Ford Drive
- 11. HOVLEY LANE EAST MEDIANS:
  - Between Portola Avenue and Beacon Hill
  - From Water Way to 600' east of Oasis Club Drive
  - Kansas Street Retention Basin located at the southwest corner of Hovley Lane East and Kansas Street
- 12. PORTOLA AVENUE MEDIANS AND PARKWAY:
  - Median between Alessandro and El Cortez
  - East side parkway planter between San Marino South and El Cortez
  - Median between Chicory and Fairway Drive
  - Medians between Desert Willow Court and Gerald Ford Drive
- 13. VIA CINTA Median north of Hovley Lane East
- 14. PHYLLIS JACKSON PARKWAY Approximately 320 lineal feet south of Fred Smith Way
- 15. <u>EL DORADO DRIVE</u> Medians from Country Club Drive to Hovley Lane East
- 16. WASHINGTON STREET MEDIANS AND PLANTERS:
  - All medians between Fred Waring Drive to Country Club Drive
  - Mountain View Avenue, west of Washington Street (two planters)
  - Delaware Avenue, west of Washington Street (two planters)
- 17. <u>CORPORATION YARD</u> 74-705 42nd Avenue (includes all interior and perimeter planters and perimeter planters at the storage yard east of the Corporation Yard)
- 18. MAGNESIA FALLS MEDIANS AND PARKWAY:
  - All medians between Monterey Avenue and Deep Canyon Road
  - Parkway planters northwest corner at Deep Canyon Road
  - North wall parkway planters from San Pascual Channel Bridge to Portola Avenue
  - South wall parkway planters from Rutledge Way to Deep Canyon Road
  - Bike path between Whitewater Channel and Canyon Crest development perimeter from Deep Canyon Road to Cook Street including adjacent planters from black wall to chain link fence
- TOWN CENTER WAY FIRE STATION 44-400 Town Center Way, located between Hwy 111 and Fred Waring Drive
- 20. <u>PORTOLA AVENUE FIRE STATION</u> 73-995 Country Club Drive, on the southwest corner of Portola and Country Club Drive
  - 21. COUNTRY CLUB DRIVE MEDIANS AND PLANTER:
    - Medians between Washington Street and Monterey Avenue

- Excluding section along north perimeter of the Villa Portofino development
- "Pork chop" planter on northwest corner at Washington Street
- 22. <u>FRANK SINATRA DRIVE MEDIANS:</u> Medians between Monterey Avenue and Eldorado Drive
- 23. <u>DINAH SHORE DRIVE</u> Medians between Monterey Avenue and Key Largo
- 24. GERALD FORD DRIVE MEDIANS AND PLANTER:
  - Medians between Monterey Avenue and Frank Sinatra Drive
  - "Pork chop" planter on southwest corner at Cook Street
- 25. <u>WASHINGTON STREET OFF/ON RAMPS</u> At Interstate 10 (refer to map)
- 26. UNIVERSITY PARK CENTER MEDIANS AND ROUNDABOUTS:
  - College Drive medians and roundabouts between Frank Sinatra Drive and Portola Avenue
    - Pacific Avenue medians between Gerald Ford Drive and College Drive
    - University Park Drive medians between Cook Street and College Drive
    - Technology Drive medians between College Drive and Gerald Ford Drive

### 27. ACADEMY LANE EAST:

Planters on Shepherd Lane and Portola Avenue to extend of boundary

### 28. WINDFLOWER COURT:

• Planters on Shepherd Lane and Portola Avenue

### 2.2 GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City of Palm Desert. The work shall include, but is not limited to, proper horticultural practices, as defined in the City of Palm Desert Landscape Maintenance Manual, maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

- 2.1 Contractor shall provide appropriate equipment and labor for the execution of all maintenance activities. City of Palm Desert reserves the right to inspect and/or approve any equipment used in this contract. If City of Palm Desert deems the equipment to be in disrepair or inappropriate to the task at hand, City of Palm Desert may require that the equipment be removed from the job site and replaced with a different piece of equipment.
- 2.2 Contractor shall provide personnel fully trained in all phases of landscape maintenance, tree maintenance, and irrigation maintenance and operation. Contractor shall provide personnel capable of effective verbal communication with City of Palm Desert representatives. If City of Palm Desert deems personnel to be inadequate to accomplish the task at hand, City of Palm Desert may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the work.

- 2.3 Prior to commencement of the contract, designated City of Palm Desert representative(s) and the Contractor will perform a mandatory acceptance walk-through inspection of the contract area. It is Contractor's responsibility to identify to City of Palm Desert unacceptable conditions with plant material, trees, and/or irrigation systems at the time of the walk-through. At City of Palm Desert's discretion, unacceptable conditions may be resolved with the current (outgoing) contractor or with the successor Contractor on a "one-time only, extra-work" basis. After such corrections are made, the successor Contractor will be responsible for all contractual services.
- 2.4 Contractor shall replace, at no additional cost to City of Palm Desert for labor or materials, any plant or tree that dies beginning 30 days from commencement of the contract throughout the term of the contract, if such plant or tree demise is due to neglect, lack of maintenance, or otherwise improper care.
- 2.5 Contractor shall remove debris caused by all maintenance activities, including pruning and tree maintenance, on the same working day that such debris is accumulated.
- 2.6 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent and post-emergent. Fertilizers with pre-emergent and post-emergent will be supplied by Contractor and reimbursed by the City of Palm Desert at actual cost plus 15% markup. City of Palm Desert reserves the right to purchase Standard fertilizer. The application of fungicides will be performed outside the scope of this contract.
- 2.7 Monthly reports for irrigation, green waste and pesticide application shall be submitted no later than the first Monday of each month, for the preceding month. Monthly payments will not be processed until all required reports are received.
  - 2.7.1 The Irrigation Monthly Report shall include, but not necessarily be limited to, the following: date, irrigation technician identification, site identification, controller and valve identification, description of service and/or repair, statement of plant material condition as relates to water needs, and a section for general notes or comments.
  - 2.7.2 The Green Waste Monthly Report submittal shall include the green waste facility tipping ticket. The tipping ticket shall be clearly legible and shall contain the name and address of the waste facility, the weight, and the City of Palm Desert's name.
  - 2.7.3 The Pesticide Application Monthly Report shall consist of a copy of the monthly report submitted to the Riverside County Agricultural Commissioner or, in the case of no pesticide applications made, a statement to that effect in the form of a letter or memorandum to City of Palm Desert.

### 3. SPECIFIC SERVICES TO BE PERFORMED

### **3.1** Plant Litter and Trash Control

3.1.1 Contractor shall remove and appropriately dispose of all plant litter (broken branches, broken limbs, excessive leaf-drop); trash and/or paper, cans, bottles, broken glass; dog droppings and any other out-of-place or discarded items. Plant litter includes plant debris caused by extreme temperatures or high winds.

3.1.2 Where trash cans and/or doggy stations are present, Contractor shall remove and dispose of their contents and replace the liners (City of Palm Desert may provide trash bags). Contractor shall wipe surfaces clean with a non-toxic cleaning solution.

### 3.2 Pest Control

- 3.2.1 Gophers will be controlled on an as-needed basis using City of Palm Desert-approved traps, within the scope of this contract. Ground squirrel control will be performed on an as-needed basis and is outside the scope of this contract.
- 3.2.2 Ants will be controlled on an as-needed basis, and is included in the scope of the contract. Red Imported Fire ant control is outside the scope of this contract. If Red Imported Fire ants are encountered the Contractor shall report the discovery to the City of Palm Desert prior to the end of the workday.
- 3.2.3 Contractor shall immediately report any bee activity (swarms or hives) detected to the City of Palm Desert. Bee removal is the responsibility of City of Palm Desert.
- 3.2.4 Aphids will be chemically controlled on oak trees in parking lots and along parkways. Fruit set will be chemically controlled on olive trees. These trees are located adjacent to parking lots, sidewalks, and hardscape areas designated for pedestrian traffic and use. Any recommended chemical treatment and the schedule for its application must be reviewed and approved in advance by City of Palm Desert. City of Palm Desert, at its discretion, may require from Contractor all Material Safety Data Sheets, pesticide labels, and Pesticide Control Advisor recommendations for any and all pesticide applications performed. Contractor will be responsible for the material and labor and perform this work as well for all posting as required by label and law.
- 3.2.5 Contractor shall provide control and/or eradication of all weeds, as needed. Areas to be weeded include: planters, gravel and decomposed granite areas, sidewalks, curbs, expansion joints, fence lines, drainage areas, cobble areas, bare areas, and the area around trees.
- 3.2.6 Mechanical and/or chemical methods of weed control are acceptable for annual and perennial weeds with the exception of Bermuda grass, nutsedge, and bindweed, which shall be controlled by chemical means only.
- 3.2.7 Contractor shall remove any debris generated by the weed control process after weeds have been sprayed and plant death has occurred.
- 3.2.8 Weeds in turf areas will be managed on an as-needed basis and shall be considered extra work.

### 3.3 Plant Maintenance

- 3.3.1 All plant material in the public right-of-way shall be maintained behind the curb line and/or sidewalk to allow for the safe passage of vehicles, pedestrians and/or the general public.
- 3.3.2 Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage

left on an otherwise healthy plant for more than one month, unless otherwise directed by City of Palm Desert and/or the contract documents. If offshoots are present, they will be left in place and irrigation will be adjusted to assure adequate water supply to the offshoots.

- 3.3.3 Dead or weather-damaged plant material shall be pruned or removed under direction from City of Palm Desert within one week of notification.
- 3.3.4 The City of Palm Desert encourages contractors to familiarize themselves with the City of Palm Desert's "Landscape Maintenance Guidelines" book. The book, intended to serve as a visual guide to contractors, also provides pruning techniques and a calendar for ideal maintenance timing. The City of Palm Desert may at its own discretion, alter time-lines or techniques and supply additional reference materials as the City of Palm Desert deems necessary.
- 3.3.5 The plant material will be pruned as needed, to keep plant material to scale based on the planter size, plant species, plant location and for safety purposes. The City of Palm Desert will work with the Contractor to determine appropriate size for each plant species. In addition, the Contractor shall perform a yearly pruning to reduce the size and density of all shrubs and groundcovers, as directed by the City of Palm Desert.
- 3.3.6 On occasion, high-profile areas will be seeded with wildflowers. City of Palm Desert staff will identify these areas to Contractor. It shall be Contractor's responsibility to maintain and preserve these wildflower population areas. Contractor shall be responsible to replace any wildflowers disturbed or destroyed by any of Contractor's maintenance activities.
- 3.3.7 Plant material installed by the Contractor shall be warrantied for a period of ninety days from the date of acceptance by the City's Representative.

### 3.4 Tree Maintenance

- 3.4.1 All tree pruning shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, the City of Palm Desert's Landscape Maintenance Guidelines book and the Tree Pruning Ordinance.
- 3.4.2 Contractor shall perform safety and sucker pruning on all trees (including palms) eight feet (8) in height and under. All broadleaf and palm tree pruning will be performed outside this contract. Contractor shall prune fronds, flowers, and seed pods on all palms that have six (6) feet of brown trunk or less. City of Palm Desert may request that a Certified Arborist be on site when Contractor's staff safety prunes trees.
- 3.4.3 Tree branches shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, dead or detached limb is considered a hazard and upon notice from City of Palm Desert, Contractor must remove such limbs by close of business the same day.
- 3.4.4 Trees broken or damaged as a direct result of storm, wind, accident, vandalism or structural failure shall be pruned and/or removed, upon City of Palm Desert's request to Contractor, within 24 hours of notification and shall be an extra to this contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

3.4.5 Trees planted by the Contractor shall be warrantied for a period of one-year from the date of the acceptance by the City's Representative.

### 3.5 Turf Maintenance – General

- 3.5.1 All turf areas must be mowed in a manner that provides for the adequate and safe use of each facility for its intended purpose.
- 3.5.2 Bermuda grass will be mowed at 3/4" height during the active-growth period.
- 3.5.3 Rye grass will be mowed at 1" height starting with its first cut after over-seeding and continuing until spring when the Bermuda grass becomes active.
- 3.5.4 Baseball and soccer athletic fields shall be mowed with reel mowers and vacuumed after each mowing if deemed necessary by City of Palm Desert.
- 3.5.5 Baseball and soccer athletic fields will be mowed on non-consecutive days per the Frequency Schedule.
- 3.5.6 All turf areas will be mowed weekly and may be mowed with rotary mowers; however, if City of Palm Desert deems that the finished turf surface is irregular, aesthetically unacceptable, or if it creates a potential public safety issue, City of Palm Desert will require the turf area to be mowed with a reel mower. Excess clippings will be raked, swept and/or vacuumed leaving a regular, clean, aesthetically acceptable and safe turf surface. Removal of clippings will be at no extra cost to the City of Palm Desert.
- 3.5.7 Detailing and edging of turf shall include chemical and/or mechanical detailing using a string trimmer or an edger around buildings, sidewalks, mow strips, paved areas, valve boxes, goal posts, light fixtures, fence lines, walls, along infield edges, behind back-stops, drainage areas, and bare areas in planters. Only an edger shall be used on, but not be limited to hardscape areas such as sidewalks and mow strips. All other areas may use an edger or string trimmer as appropriate and as approved by City of Palm Desert.
- 3.5.8 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent(s) and post-emergent(s). Fertilizer and fertilizer with pre-emergent(s) and post-emergent(s) will be supplied by Contractor. Standard fertilizer may be supplied by City of Palm Desert. In the event Contractor supplies standard fertilizer, the City of Palm Desert will reimburse Contractor at actual cost plus 15% mark-up. The Contractor shall apply irrigation immediately following any fertilizer application to effectively wash the product into the soil. Contractor shall also post notifications as required by the product labeling and law.
- 3.5.9 Mechanical core aeration shall be performed to a minimum depth of four inches (4"). Cores may be swept or mowed and dispersed during mowing operations unless otherwise requested by City of Palm Desert.

### 3.6 Turf Maintenance – Overseeding

3.6.1 Turf areas designated for over-seeding will be indicated in the Frequency Schedule. City of Palm Desert will provide specific dates and times for the over-seeding schedule based on the use of each facility.

- 3.6.2 Contractor shall begin lowering the height of the turf during the scheduled weekly mowing approximately three weeks before the final cut. One week before the final cut, Contractor will reduce irrigation to the minimum in the turf areas. Contractor shall mow turf to a height of one-half inch (1/2") and mower blades shall not be allowed to disturb the soil.
- 3.6.3 All grass clippings generated from this process will be vacuumed, swept or raked after each cut.
- 3.6.4 A light irrigation syringe cycle will be applied before the final cut to keep the dust levels to a minimum (per Coachella Valley Association of Governments guidelines).
- 3.6.5 Actual dates for the final mowing will be determined by City of Palm Desert. Mowing activities may vary due scheduled activities, condition of turf, and the actual mowing height needed to ensure seed-to-soil contact. Should Contractor fail to complete mowing or renovations during weekdays, Contractor shall adjust the schedule to work on Saturdays at no additional cost to City of Palm Desert. Advance permission to perform work on Saturdays is required.
- 3.6.6 The City of Palm Desert may supply grass seed. However, the City of Palm Desert may request that Contractor supply City of Palm Desert specified grass seed, and be reimbursed at the cost of material plus an allowable mark-up of fifteen percent (15%). The application rate for the seed shall be no less than ten (10) pounds per 1,000 square feet. The Contractor shall also spot seed and mulch as necessary, areas after germination to ensure a well-covered rye stand, at no additional labor cost as directed by the City of Palm Desert. The Contractor is to verify and confirm quantity of seed bags with City of Palm Desert personnel prior to installation and after seeding task is complete.

### 3.7 Turf Maintenance for Non-Overseeded Areas

3.7.1 From November 1 through March 31, mowing and irrigation on non-overseeded turf areas will be reduced per the Frequency Schedule.

### 3.8 Hardscape, and Decomposed Granite (DG) Planter Areas

- 3.8.1 Contractor shall remove any sand, gravel, grass, and plant clippings or debris from all sidewalk and hardscape areas after all maintenance activities or as indicated in the Frequency Schedule.
- 3.8.2 Daily sidewalk cleaning shall consist of removing debris from sidewalks by blowing or sweeping. Blower throttle to be maintained at the lowest practical setting possible.
- 3.8.3 Contractor shall rake planter areas. Contractor shall also rake underneath living plant material, unless directed not to do so by City of Palm Desert. Slope areas are to be raked horizontally and not from top to bottom. If existing grade is adversely affected by raking activities, Contractor shall re-establish an appropriate grade to the satisfaction of City of Palm Desert.
- 3.8.4 Using pressure-wash equipment at a minimum pressure rating of 3000 PSI, Contractor shall pressure-wash playground equipment, monuments and signs, sidewalks, curbs, gutters, drains, benches, dog park fixtures, drinking fountains, picnic tables and miscellaneous hardscape fixtures as outlined in the Frequency Schedule. The Contractor shall use, as directed by the City of Palm Desert, a scrub brush and a City of Palm Desert-approved non-toxic biodegradable cleaning agent

to adequately clean the aforementioned items, as deemed acceptable by City of Palm Desert. Contractor will also remove any tape, banners, and party supplies from playground shelters and pavilions in conjunction with the pressure washing duties. This process shall be considered as included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

- 3.8.5 Pressure washing, at a minimum pressure rating of 3000 PSI, at dog parks must include the use of an City of Palm Desert-approved non-toxic biodegradable cleaning agent.
- 3.8.6 Contractor shall remove litter and debris obstructing spillways and their associated drain grates. This activity shall take place according to the Frequency Schedule, and after a rain event as determined by City of Palm Desert staff.

### 3.9 Irrigation System Maintenance

- 3.9.1 The operation, maintenance, and scheduling of all irrigation controllers and attached sensors shall be the responsibility of Contractor. Contractor will make adjustments to the controllers, sensor equipment, and schedules based on property microclimates, ET, rain events, and overseeding schedules. Contractor will schedule irrigation to provide adequate irrigation to plant material while conserving water as much as possible. NOTE: Irrigation systems currently are not Smart Controllers and will require manual adjusting.
- 3.9.2 All irrigation systems and their individual components shall be kept in adjustment to ensure proper water coverage and prevent unacceptable conditions such as insufficient water distribution (plant death), overspray, excessive runoff, and erosion.
- 3.9.3 Repairs or replacements to the irrigation system shall be made with like parts.
- 3.9.4 Contractual irrigation system maintenance includes all labor for system inspections, adjustments, repairs and installations for all system components, in-line irrigation valves, including internal and electrical components, irrigation wires from the timer to the valve, and all mainline and lateral line repairs two inches (2") and smaller in diameter, unless damage is caused by vandalism. Should vandalism occur, the Contractor is to notify City of Palm Desert staff immediately and prior to the repair work. All irrigation rotors, bubblers, emitters, associated fittings, and valve boxes shall also be included under contractual system maintenance. Any repair work outside of this scope will be considered extra work and paid accordingly. All parts shall be provided by the Contractor and will be reimbursed by the City of Palm Desert at actual cost plus a fifteen percent (15%) mark-up, unless the replacement is due to damage caused by the Contractor's operation, in such case the Contractor shall bear the entire cost. Adjustments, repairs and installations shall include:
  - 3.9.4.1 Valves: electrically actuated irrigation control valves, quick coupler valves, end line flush valves, lateral line flush valves, and master valves. All valves will be checked for proper operation, leaks, and solenoid function and connections (where applicable). Automatic valves will be activated from the irrigation controller, not from the bleeder valve.
  - 3.9.4.2 The electrical circuit from the irrigation controller to the valve will be checked for proper operation. Labor cost for the actuators replacement shall be included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

- 3.9.4.3 Filter, filter screen, and filter valve box cleaning.
- 3.9.4.4 Lateral lines will be checked for breaks and leaks, and will be flushed at least yearly and additionally when necessary to ensure proper system performance.
- 3.9.4.4 Emission device and valve box checks, adjustments, installation, maintenance and repairs shall include: sprinkler head and valve box height adjustment and replacement; nozzle spray pattern adjustment; nozzle cleaning and replacement; bubbler head height adjustment, cleaning, and replacement; tree well repair; and drip emitter cleaning, replacement, removal and plugging if no plant material is present. Installation of new emitters, or bubblers, as required to ensure the health of plant material, shall be included in the contract lump sum bid price and no additional compensation shall be allowed therefor.
- 3.9.4.5 The Contractor shall perform, at a minimum, a weekly visual irrigation Inspection, within the designated landscape maintenance area, for leaks, dry areas, and vandalism. Contractor shall take appropriate action to immediately stabilize the system. Such actions shall be reported to the City of Palm Desert within twenty-four (24) hours of discovery and performance of necessary repairs.
  - 3.9.4.6 Contractor shall maintain an adequate supply of irrigation parts readily available to Contractor's irrigation technician for making routine repairs of main and lateral lines two inch (2") in diameter and smaller without leaving the irrigation site.
- 3.9.5 Non-contractual irrigation system repairs:
  - 3.9.5.1 No non-contractual work will be initiated without an approved City of Palm Desert Work Order.
  - 3.9.5.2 When irrigation system malfunction or damage is detected, the repair of which is non-contractual in nature, Contractor will flag the location and notify City of Palm Desert before the close of business the same work day.
  - 3.9.5.3 Upon receipt of an approved Work Order, repairs to a non-operational and/or damaged irrigation system shall be completed within 24 hours, or as otherwise indicated on the Work Order.
  - 3.9.5.4 All repairs deemed non-contractual will be paid on a time-and-materials basis.
  - 3.9.5.5 Labor will be billed per the rates under the Performance of Extra Work heading.
  - 3.9.5.6 Materials will be billed at "cost plus 15%" or, at City of Palm Desert's discretion; materials may be supplied to Contractor by City of Palm Desert.
  - 3.9.5.7 Contractor shall return to City of Palm Desert all irrigation parts that have been replaced.
  - 3.9.5.8 City of Palm Desert will perform regular inspections of irrigation systems to ensure accuracy of Contractor's irrigation reports. If discrepancies are found, City of Palm Desert shall consider this a performance deficiency.

## EXHIBIT "B" SCHEDULE OF SERVICES

### **LMA Contract Frequency Schedule Legend**

Α	Daily, 7 days per week, by 10:00 a.m.
В	Daily, Monday through Friday by 1:00 p.m.
С	Daily, before close of business (5:00 p.m.), Monday through Friday
D	Weekly, before close of business (5:00 p.m.), on Friday
Е	Three times per week by 10:00 a.m. ( Monday, Wednesday, Friday)
F	Bi-weekly (every two weeks)
G	Monthly (Twelve times per year, every month)
Н	Bi-monthly (Six times per year, every two months)
I	Quarterly (Four times per year)
J	Semi-annually (Two times per year)
K	Annually (One time per year)
L	Seasonal
М	As needed to maintain planters, plant material health, aesthetics, and/or public safety
N	Weekly
0	October 1 through April 30, once monthly; May 1 to September 30, every 2 weeks; Except turf and annual color areas which are always weekly
Р	Monthly, from May to October (Six times per year)
Q	October 1 through April 30 every other week; May 1 through September 30, weekly
R	October 1 through May 30, three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.; June 1 through September 30, once a week
S	Daily, before 7:00 a.m., Seven days a week
Т	Two times per week on non-consecutive days
U	Continuously, November 1 through March 31; monthly, April 1 through October 31
V	Weekly, April 1 through October 31; monthly, November 1 through March 31
W	Daily by 1:00 p.m.

				LMA	۱۱										ŀ							-			ļ		
	MAINTENANCE ACTIVITY	Hwy 111 Center	Historical Fire Station	Hwy 74 Charger Sculpture	Portola Median	Mesa View Fire Station  Monterey Medians and Planter	Fred Waring Medians and Parkway	Town Center Way Medians	Cook Street Medians	Hovley Lane East Medians	Portola Median and Parkway  Via Cinta Median	Phyllis Jackson Parkway	El Dorado Median	Washington Street Medians	Corporation Yard	Magnesia Falls Medians and Parkway	Town Center Way Fire Stn Portola Fire Stn	Country Club Drive medians and	Planter Cook Street medians	Frank Sinatra medians	Dinah Shore medians	Gerald Ford medians and planter	Washington Street and I-10 ramps Portola Ave medians	University Park medians and	roundabouts Academy Lane Ease	Windflower Court	
TER / TRASH	Remove plant litter, dog droppings, and discarded items; blow or sweep all sidewalks	a a	Q	a a	a	] a		Q	Q				D					]		a	Q			]		D	
CONTROL	Empty and clean trash receptacles, replace liners																										
PEST CONTROL	Weed control	M M	M	MM	M	M M	M	M	M	M	M M	M	M	M	I M	N N	M	M I	M	M	M	N N	M M	M	M	M	
	Aphid control on oak trees																										
	Gopher control	M	Δ	M	Δ	M	N N	M	M	M	M	M	Δ	M	M	M	M	I M	Σ	M	Σ	Μ	M	N L	M	M	
	Fruit set control on olive trees	ㅈ									<u>×</u>																
PLANT MAINTENANCE	Prune shrubs, hedges, ground covers (including bougainvillea) and remove accumulated litter under plant material	9 9	O	9 9	Ŋ	9	9 9	Ŋ	g	9	9 9	ڻ ت	9	Ŋ	ŋ	9	9	ڻ ن	9	9	ŋ	9	9	Ŋ	9	Ö	
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	Remove plant flower stalks	M	M	MM	M	M N	M	M	М	M	M M	M	M	M	M	M	M M	I M	M	M	M	M	M M	Μ	Μ	M	
TREES	Safety-prune and remove suckers	M	M	MM	M	N M	M	M	М	M	M	M	М	M	M	VШ	M M	M I	M	M	M	N M	M M	Μ	М	M	
TURF	Mow all turf areas including edging and detailing.	D				H	H																Н				
	Mow sports fields while predominantly Bermuda																										
	Mow non-sports fields while predominantly Bermuda																										
	Detail and edge																										
	Fertilize	_																									
	Aeration	ſ																									
	Overseed	У																									
HARDSCAPE AND	Rake planter and all DG areas and remove debris from cobble	9 9	Ð	9 9	Ð	9 9	G	Э	Ð	9	9 9	9	G	Ð	9	9	9 9	9	Ŋ	G	Ŋ	9	9 9	വ	ß	G	
DECOMPOSED GRANITE (DG) AREAS	Wash monuments and signs	_	_													i	_										
IRRIGATION SYSTEM	Irrigation inspection, adjustment, and repair		Q	a a	D	a a		Q .	Q	] ]	a a			D		] a	a a			D	Q	D	a a		Q	D	
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### **EXHIBIT "C"**

### **COMPENSATION**

## LANDSCAPE MAINTENANCE AREA NO. 01 Contract No. C39850 Project No. 901-21

#### CONTRACTOR'S COST PROPOSAL BY LOCATION

### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

TO:	CITY OF PALM DESERT, "CITY OF PALM DESERT"	
DATE:	April 13, 2020	
PROPOSER:	Urban Habitat	
	"CONTRACTOR"	

The undersigned declares that he/she has carefully examined the Contract Documents and Addendums No. (s) 1 that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Palm Desert.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

For each Site, referenced here as a "Unit" the maintenance cost per unit shall be indicated by month, annual cost as well as the total three (3) year contract cost. The total contract proposal for the entire 36 months shall be indicated for informational purposes only.

#### CONTRACTORS PROPOSAL PRICE BY LOCATION

		W	NIT PRICE		
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)
1	Highway 111 Medians and Parkways	1	\$ 1,699.20	\$ 20,390.40	\$ 61,171.20
2	Palm Desert Community Center 45-480 Portola Avenue	1	\$ 321.60	\$ 3,859.20	\$ 11,577.60
3	Palm Desert Historical Fire Station 72-861 El Paseo	1	\$190.80	\$ 2,289.60	\$ 6,868.80
4	HWY 74 Medians and Parkway	1	\$ 896.40	\$ 10,756.80	\$ 32,270.40

		UNIT PRICE				
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)	
5	Charger Sculpture	1	\$ 124.20	\$ 1,490.40	\$ 4,471.20	
6	Mesa View Fire Station 73-200 Mesa View Drive		\$ 261.60	\$ 3,139.20	\$ 9,417.60	
7	Monterey Avenue Medians and Planters	1	\$1,099.20	\$ 13,190.40	\$ 39,571.20	
8	Fred Waring Drive Medians and Parkway	1	\$1,459.20	\$ 17,510.40	\$ 52,531.20	
9	Town Center Way Medians	1	\$ 112.20	\$ 1,346.40	\$ 4,039.20	
10	Cook Street Medians	1	\$ 1,219.20	\$ 14,630.40	\$ 43,891.20	
11	Hovley Lane East Medians	1	\$ 1,082.40	\$12,988.80	\$ 38,966.40	
12	Portola Avenue Medians and Parkway	1	\$ 321.60	\$ 3,850.20	\$ 11,577.60	
13	Via Cinta Median	1	\$ 218.40	\$ 2,620.80	\$ 7,862.40	
14	Phyllis Jackson Parkway	1	\$ 170.40	\$ 2,044.80	\$ 6,134.40	
15	El Dorado Drive Medians	1	\$ 752.40	\$ 9,028.80	\$ 27,086.40	
16	Washington Street Medians and Planters	1	\$ 1,057.20	\$ 12,686.40	\$ 38,059.20	
17	Corporation Yard 74-705 42 <sup>nd</sup> Avenue	1	\$ 478.80	\$ 5,745.60	\$ 17,236.80	
18	Magnesia Falls Medians and Parkway	1	\$ 979.20	\$ 11,750.40	\$ 35,251.20	
19	Town Center Way Fire Station 44-400 Town Center Way	1	\$ 272.40	\$ 3,268.80	\$ 9,806.40	
20	Portola Avenue Fire Station 73- 995 Country Club Drive	1	\$ 272.40	\$ 3,268.80	\$ 9,806.40	
21	Country Club Drive Medians and Planters	1	\$ 1,662.00	\$ 19,944.00	\$ 59,832.00	
22	Frank Sinatra Drive Medians	1	\$ 1,008.00	\$ 12,096.00	\$ 36,288.00	
23	Dinah Shore Drive Medians	1	\$ 190.80	\$ 2,289.60	\$ 6,868.80	

		UNIT PRICE				
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)	
24	Gerald Ford Drive Medians and Planters	1	\$ 794.40	\$ 9,532.80	\$ 28,598.40	
25	Washington Street Off/On Ramos	1	\$ 427.20	\$ 5,126.40	\$ 15,379.20	
26	University Park Center Medians and Roundabouts	1	\$ 276.60	\$ 3,319.20	\$ 9,957.60	
27	Academy Lane East	1	\$ 139.20	\$ 1,670.40	\$ 5,011.20	
28	Windflower Court	1	\$ 145.20	\$ 1,742.40	\$ 5,227.20	
TOTAL			\$ 17,632.20	\$ 211,586.40	\$ 634,759.20	

TOTAL AMOUNT FOR <b>36 MONTH</b> PERIOD IN FIGURES: \$_634,759.20	
TOTAL CONTRACT AMOUNT FOR 36 MONTH PERIOD IN WORDS: Six Hundred	
Thirty-Four Thousand Seven Hundred Fifty-Nine Dollars and Twenty Cents	
In the event of a conflict between the numbers give in figures and in words, the words shall control	
IN WITNESS WHEREOF CONTRACTOR executed this Proposal as of date set forth:  Signature of Proposer:	
(must be notarized) Signer's Name: Theresa Brennan	
Company Name: Urban Habitat	· Jak
Date: April 13, 2020	

## **ACKNOWLEDGMENT**

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

	e of California nty ofRiv	erside	
On April 13, 2020		before me,	Teresa Angulo, Notary Public
-			(insert name and title of the officer)
norc	enally appeared	Theresa C. Brennan	
who subs	proved to me on scribed to the with	he basis of satisfactory e n instrument and acknow	evidence to be the person(s) whose name(s) is/are yledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
who subs his/h pers	proved to me on scribed to the with ner/their authorize son(s), or the entity	the basis of satisfactory e n instrument and acknow d capacity(ies), and that b upon behalf of which the TY OF PERJURY under t	rledged to me that he/she/they executed the same in

Signature (Seal)

## CITY OF PALM DESERT

#### LANDSCAPE MAINTENANCE AREA NO. 01

Contract No. C39850 Project No. 901-21

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

#### ADDITIONAL WORK PRICING SCHEDULE

#### LABOR

Additional Laborer	\$ 23.75	per hour
Additional Irrigator	\$ 63.00	per hour
Additional Foreman	\$ 65.00	per hour

At City of Palm Desert's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

#### PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	\$ 12.50
5-Gallon Shrub Installed	\$ 26.00
15-Gallon Tree Installed*	\$ 118.00
24"-Box Tree Installed*	\$ 325.00

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

\*Includes the following: digging of hole, setting of tree, backfilling, watering-in of tree, staking (if needed), securing with cinch ties, and adjusting repairing, or retrofitting irrigation

#### **TURF MAINTENANCE**

Mowing:	Labor & Equipment	\$ 70.00	per 1,000 sq. ft.
monning.	Edboi & Equipment	Ψ 10.00	per 1,000 sq. it.

#### **IRRIGATION SYSTEM REPAIR**

Irrigation repairs will be paid at the hourly rate indicated above and with a 15% mark-up on materials.

# EXHIBIT "D" PERFORMANCE BOND AND PAYMENT BOND

#### PERFORMANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to <u>URBAN HABITAT</u>, (hereinafter referred to as the "Contractor") an agreement for **LANDSCAPE MAINTENANCE AREA NO. 01, PROJECT 901-21, CONTRACT NO. C39850** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated February 22, 2020, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, URBAN HABITAT, the undersigned Contractor and as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of <a href="https://www.ncbance.com/TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY-SIX AND 40/100 DOLLARS (\$211,586.40)">hundred percent (100%)</a> of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, we have, 20	hereunto set our hands and seals this day of
(Corporate Seal)	
	Contractor/ Principal
	By
	Title
(Corporate Seal)	
,	Surety
	By Attorney-in-Fact
Signatures of those signing for the C corporate City of Palm Desert attached	contractor and Surety must be notarized and evidence of .
(Attach Attorney-in-Fact Certificate)	Title
The rate of premium on this bond is _ charges, \$	per thousand. The total amount of premium
(The above must be filled in by corpora	te attorney.)
THIS IS A REQUIRED FORM	
Any claims under this bond may be add	dressed to:
(Name and Address of Surety)	
(Name and Address of Agent or Representative for service of process in California, if different from above)	
(Telephone number of Surety and Agent or Representative for service of process in California)	

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary	Acknowledgment
--------	----------------

Contract No. C39850

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

STATE OF CALIFORNIA				
COUNTY OF				
appeared the person(s) whose nam he/she/they executed the sa	e(s) is/a ame in hi	re subscribe s/her/their au	, who proved d to the wi thorized cap	, Notary Public, personally to me on the basis of satisfactory evidence to be thin instrument and acknowledged to me that acity(ies), and that by his/her/their signature(s) on h the person(s) acted, executed the instrument.
			•	nder PENALTY OF PERJURY under the laws of of California that the foregoing paragraph is true ot.
			WITNESS	my hand and official seal.
			Signature	of Notary Public
			OPTIONAL	
				may prove valuable to persons relying on the ttachment of this form to another document.
CAPACITY CLAI	MED BY	SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐ Individual ☐ Corporate Officer				
T	itle(s)			Title or Type of Document
☐ Partner(s) ☐ Attorney-In-Fact		Limited General	-	Number of Pages
☐ Trustee(s) ☐ Guardian/Conservator ☐ Other:			-	Date of Document
Signer is representing: Name Of Person(s) Or Entire	ty(ies)			
			<del></del> -	Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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

STA	ATE OF CALIFORNIA				
CO	UNTY OF				
evic me sign	sonally appeared dence to be the person(s that he/she/they execut	) whose name(s) ted the same in	is/are sub	, Notary Publi, who proved to me on the basis of satisfacto oscribed to the within instrument and acknowledged eir authorized capacity(ies), and that by his/her/the ity upon behalf of which the person(s) acted, execute	ry to eir
			the	ertify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is trul correct.	
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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

#### **PAYMENT BOND**

#### KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed <u>May 14, 2020</u>, has awarded to <u>Urban Habitat</u> hereinafter designated as the "Principal," a contract for the work described as follows:

## LANDSCAPE MAINTENANCE AREA NO. 01, PROJECT 901-21, CONTRACT NO. C39850) (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated <u>February 22, 2020</u> ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of <u>TWO HUNDRED ELEVEN THOUSAND</u>, <u>FIVE HUNDRED EIGHTY-SIX AND 40/100 DOLLARS (\$211,586.40) annually</u>, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to

the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, v	ve have hereunto set our hands and seals this day of
(Corporate Seal)	
Contractor/ Principal	
	Ву
	Title
(Corporate Seal)	Surety
	By
	Attorney-in-Fact
	Title

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate City of Palm Desert attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Signer(s) Other Than Named Above

## **Notary Acknowledgment** A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_\_, Notary Public, personally appeared \_ \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT** Individual ☐ Corporate Officer Title(s) Title or Type of Document Partner(s) Limited General Number of Pages $\Box$ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator Date of Document ☐ Other:

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Signer is representing:

Name Of Person(s) Or Entity(ies)

ı	Notary Acknowledgment
	leting this certificate verifies only the identity of the individual who ertificate is attached, and not the truthfulness, accuracy, or validity
TATE OF CALIFORNIA	
OUNTY OF	
ersonally appeared	re me,, Notary Public, who proved to me on the basis of satisfactor e(s) is/are subscribed to the within instrument and acknowledged to in his/her/their authorized capacity(ies), and that by his/her/the (s), or the entity upon behalf of which the person(s) acted, execute
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature of Notary Public
	equired by law, it may prove valuable to persons relying on to the tremoval and reattachment of this form to another document of the contract
Title(s)  Partner(s)   Limited	Title or Type of Document
General  Attorney-In-Fact Trustee(s)	Number of Pages
Guardian/Conservator Other: gner is representing: me Of Person(s) Or Entity(ies)	Date of Document
	Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached

## **CONTRACTOR'S PROPOSAL**



April 13, 2020

City of Palm Desert Randy Chavez 73510 Fred Waring Dr. Palm Desert, CA 92260

Dear Mr. Chavez and Review Committee,

Thank you for the opportunity to submit our proposal Urban Habitat for the published RFP Project No. 901-21 for Landscaping Services for Landscape Maintenance Area No. 01. Urban Habitat looks forward to the competitive process and hopes to be the successful bidder.

Urban Habitat has been in business since 2009 and incorporated in 2011, providing similar services for other cities, agencies and communities. Expanding to the Coachella Valley in 2012. Urban Habitat has all requisite certifications and licenses in order to meet or exceed expectations of the contract. Additionally, Urban Habitat is continuously training its employees in order to ensure the safety of our staff and of the public while simultaneously delivering a superior product.

We have thoroughly reviewed all current site conditions and specifications to this RFP. Our price reflects all of the necessary labor, equipment and material in order to satisfactorily perform the work. Our maintenance staff consist of certified irrigators, certified arborists and qualified pest control advisors.

In order to complete the work in this RFP, Urban Habitat proposes to utilize two full time landscape crews and one full time irrigator to service the specified areas, in addition to supervisory and detail personnel. Crews will service these areas in a 4 week cycle.

Questions relating to any technical aspects of the proposal should be directed to Jeff Hamilton, at (760) 345-1101 or via email at <u>Jeff@myurbanhabitat.com</u>.

Your consideration of our proposal is greatly appreciated.

Sincerely,

Theresa Brennan

President



## **Certification of Proposal**

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Theresa Brennan

President



### **Experience and Technical Competence**

#### a. Background

Urban Habitat started in 2009 in Santa Clarita as Urban Habitat, LLC. We incorporated under the name Urban Habitat Environmental Landscapes, Inc. in 2011 and then changed our name back to Urban Habitat in 2018. Urban Habitat expanded to the Coachella Valley in 2012 and simultaneously moved our corporate office to the Coachella Valley as well. In 2019, Urban Habitat began operations in Nevada. Presently, Urban Habitat operated throughout 6 Southern California counties and in Clark County, Nevada. Since its inception in 2009, Urban Habitat has been providing design, landscape installation and landscape maintenance services.

- b. References Please also see the References sheet that was enclosed with the RFP
  - 1.) City of Coachella 1515 6<sup>th</sup> St., Coachella, CA 92236 Contact: Lynn Sugar-Germain Igermain@coachella.org (951) 259-4176

Project: Landscape Maintenance Services for LLMDs 1-38
Description: Landscape maintenance services for LLMD areas 1-38. Covering all of the City of Coachella.
Services include trash removal, weekly mowing, bi-weekly irrigation inspection, monthly landscape maintenance services, and as-needed tree pruning.

City of Palm Springs
 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262
 Contact: Ernesto Salinas
 (760) 218-6520
 Ernesto.Salinas@palmspringsca.gov

Project: Landscape Maintenance Services for Assessment Districts, Parkways and Medians
Description: Daily landscape maintenance services for the Parkways, Medians and Assessment Districts
covering all of the City of Palm Springs. Services include daily trash removal, weekly mowing, weekly
irrigation inspection, doggy-station monitoring, monthly landscape maintenance services, bi-annual
irrigation audit, and as-needed tree pruning.

 Tri-Star Management 28009 Smyth Dr., Valencia, CA 91355 Contact: Serena Schaffer (661) 222-9555 serena@tristarmtg.com

Project: Landscape Maintenance Services for Various Commercial Properties

Description: Daily landscape maintenance services for 8 commercial properties and centers in LA

County. Services include daily trash removal, weekly mowing, weekly irrigation inspection, doggystation maintenance, weekly landscape maintenance services on a bi-weekly rotation and tree
pruning as needed.

AOFNOY AND CONTACT			
AGENCY AND CONTACT	CONTRACT SITE	CONTRACT AMOUNT	CONTRACT TERM
City of Coachella. Lynn Sugar German (951) 259-4176 1515 6th St., Coachella, CA 92236	LLMDs 1-38	\$693,667.68	October 1, 2014- June 30, 2017
City of Palm Springs. Ernesto Salinas (760) 218-6520	Assessment Districts, Parkways & Medians	\$553,601.88 (3 years)	July 1, 1018- June 30, 2021
Tri-Star Management Serena Schaffer 28009 Smyth Dr. Valencia, CA 91355 (661) 222-9555	Landscape Maintenance for 8 site commercial properties throughout LA County.	\$342,630	September 1, 2017- present
	Lynn Sugar German (951) 259-4176 1515 6th St., Coachella, CA 92236  City of Palm Springs. Ernesto Salinas (760) 218-6520  Tri-Star Management Serena Schaffer 28009 Smyth Dr. Valencia, CA 91355	Lynn Sugar German (951) 259-4176 1515 6th St., Coachella, CA 92236  City of Palm Springs. Ernesto Salinas (760) 218-6520  Assessment Districts, Parkways & Medians  Tri-Star Management Serena Schaffer 28009 Smyth Dr. Valencia, CA 91355  Landscape Maintenance for 8 site commercial properties throughout LA County.	City of Coachella. Lynn Sugar German (951) 259-4176 1515 6th St., Coachella, CA 92236  City of Palm Springs. Ernesto Salinas (760) 218-6520  Assessment Districts, Parkways & Medians  \$553,601.88 (3 years)  Tri-Star Management Serena Schaffer 28009 Smyth Dr. Valencia, CA 91355  LLMDs 1-38  \$693,667.68

#### **CITY OF PALM DESERT**

#### LANDSCAPE MAINTENANCE AREA NO. 01

Contract No. C39850 Project No. 901-21

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

## WORK EXPERIENCE AND TECHNICAL ABILITY OF THE PROPOSER ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1.	COMPANY NAME: Urban Habitat
TYPE	OF ENTITY:
• Pa	le proprietor rtnership rporation
2.	COMPANY ADDRESS/PHONE NUMBER:
	MAIN OFFICE: 36953 Cook St., Ste. 101, Palm Desert, CA 92211
	LOCAL OFFICE OR DISPATCH FOR THIS CONTRACT: 37505 Goodman Rd., Indio, CA 92203
	EMERGENCY CONTACT PERSON:  Name: Brett Brennan  Phone: (855) 460 4224
3.	Phone: (855) 469-4224  CONTRACTOR LICENSE INFORMATION:
	LICENSE NUMBER/CLASSIFICATION/NAME STYLE:     963744/A, C-27, D-49/Urban Habitat
	NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE:     2 years (due to name change 9 years total with this number)
	LICENSE EXPIRATION DATE: July 31, 2021
	CURRENT LICENSE STATUS: Current and Active
	PRIOR ACTIONS AGAINST THIS LICENSE?
	IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

NAN	IE ANI	TIT C	LE OF C	OMPANY OF	FICER	RS:		
The	eresa Br	ennan	, CEO/Presi	dent	-	Marion Weed,	CFO/Treasurer	-
Br	ett Bren	nan, C	OO/Vice Pr	esident				
	MBER EVICES			COMPANY	HAS	PROVIDED	LANDSCAPE	MAINTENANCE
				COMPANY AGENCIES		Charles and Contraction	LANDSCAPE	MAINTENANCE
				COMPANY CHELLA VA			LANDSCAPE	MAINTENANCE
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Laborer

• TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO THIS LANDSCAPE MAINTENANCE OPERATIONS (Include sample photos):

	MOTOR VEHICLES	
	TYPE: Pick-up Trucks	NUMBER: 3
	TYPE: Utility Body Tr	ucks NUMBER
	TYPE: Flat Bed Truck	NUMBER:
	TYPE: Irrigation Van	NUMBER: NUMBER: 1
	TYPE:	NUMBER:
	TYPE:	NUMBER:
•	TYPE:	NUMBER:
>	POWER EQUIPMENT	
	MOWERS - Rotary Mowe	ers
	TYPE: _ John Deere Qui	ck Trac NUMBER: 1
		NUMBER:
	TYPE:	NUMBER:
•	TYPE:	NUMBER:
1	MOWERS - Reel Mowers	
	TYPE: N/A	NUMBER:
	TYPE:	NUMBER:
	TYPE:	NUMBER:
	TYPE:	NUMBER:
-	TURF SWEEPERS and V	ACUUMS
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,	AERATORS	
	TYPE: Claassen	NUMBER: 1
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	TYPE:	NUMBER:
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	SEEDERS	
	TYPE: _ Jacobson Walk	Behind NUMBER: 1
•	TYPE:	NUMBER:
9	SPRAYERS	
	TYPE: Back Pack Spra	ayers NUMBER: 2
•	TYPE:	
7	TRACTORS	

Page 7

•	TYPE:	N/A	NUMBER:	
	TIPE.		NUMBER.	
U	TILITY VE	HICLES		
	TYPE:	N/A	NUMBER:	
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#### 10. REFERENCES

 LIST THREE (3) REFERENCES CURRENTLY OR SUCCESSFULLY COMPLETED WITHIN THE LAST FIVE (5) YEARS. ONE REFERENCE MUST BE FROM A PUBLIC AGENCY OTHER THAN CITY OF PALM DESERT AND INVOLVE WORK OF SIMILAR SCOPE. ONE OF THE THREE (3) REFERENCES MAY BE FROM THE CITY OF PALM DESERT. REFERENCES MUST BE OF EQUAL OR GREATER SCOPE TO THIS CONTRACT.

#### THE FOLLOWING QUESTIONS MAY BE ASKED OF EACH REFERENCE:

- Does the contractor adequately trained staff in order to meet the contract requirements?
- Is the contractor's equipment in good working order?
- Does the contractor communicate in a timely and effective manner?
- Does the contractor respond to complaint/requests in a timely fashion?
- Does the contractor resolve deficiencies without assessing contractual fines and/or deficiencies?

## **EQUIPMENT PHOTOS:**





**CREW TRUCKS AND TRAILERS** 



JOHN DEERE STAND ON MOWER



**CLASSEN AERATOR** 

FERRAS VACCUUM MOWER



**IRRIGATION TRUCK** 

#### CITY OF PALM DESERT

# LANDSCAPE MAINTENANCE AREA NO. 01 Project No. 901-21 Contract No. C39850

# THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

#### Provide the following:

#### General Landscape Maintenance

Provide resumes for Irrigator(s), Field Supervisor(s), and Project Manager(s) – include any relevant education, certification, licensing information and years of experience for each person.

#### Tree Pruning and Maintenance

Provide resumes for the certified tree personnel for this contract.

#### Irrigation System Maintenance

Provide resumes for the certified irrigation personnel for this contract.

#### Pesticide Application Personnel

Provide resumes for the certified pesticide applicator(s) for this contract.

## Landscape and Irrigation Design

Provide resumes for the certified personnel (if any) for this contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



### Firm Staffing and Key Personnel

**Staffing:** The proposed number of staff members are as follows: Maintenance Manager to assist in overseeing the maintenance operations, Maintenance Supervisor to oversee the maintenance operations, 2 foremen, 4 laborers and 1 irrigation technician.

**Key Personnel:** Maintenance Manager, Jeff Hamilton will be working with the city inspector to ensure that the contract is being properly executed. Jeff will also be responsible for creating proposals for enhancements.

Maintenance Supervisor, Alberto Peraza will be working with the foremen and irrigation technician to ensure that they have all of the tools, safety equipment and proper training. Alberto will also be responsible to make sure that schedules are being kept. Most importantly, Alberto will be ensuring that proper safety procedures are being utilized to keep the employees and the public safe.

**Team Organization:** The team will consist of two separate maintenance crews. These crews will be responsible for separate areas within the contract area. The supervisor will make sure that the crews are on schedule in their specific areas. The two foremen will be responsible for the weeding, trimming and litter pickup in their designated areas. The supervisor will also be working with the irrigation technician to make sure that all contract areas are being serviced on schedule.

**Subcontractors:** No subcontractors are proposed to be used in order to complete the scope of work as outlined in this RFP.

PO Box 1177 La Quinta, CA 92247 855.4.My.Habitat CA Lic. # 963744

#### CITY OF PALM DESERT

# LANDSCAPE MAINTENANCE AREA NO. 01 Project No. 901-21 Contract No. C39850

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

#### PROPOSED PROJECT WORK SCHEDULES

PROPOSER(S) SHALL CREATE AND ATTACH A PROPOSED WORK SCHEDULE FOR LANDSCAPE MAINTENANCE AREA NO. 16 BY LOCATION. LOCATIONS ARE SHOWN ON CONTRACTORS PROPOSAL PRICE BY LOCATION.

Urban Habitat proposes to have multiple crews working full time in the City for the designated areas. The crews will all work on a 4 week cycle per the below proposed schedule:

#### CREW #1 (NORTH CREW)

WEEK #1: Monterey Avenue (North of Country Club Dr.), Cook Street (North of Country Club Dr.), and Portola Avenue Fire Station

WEEK #2: Country Club Drive

WEEK #3: Frank Sinatra Drive, Portola Avenue (North of Country Club Dr.), Dinah Shore Drive and Gerald Ford Drive

WEEK #4: Washington Street Off Ramp and On Ramp, University Park Medians and Roundabouts, Academy Lane and Wildflower Court.

#### CREW #2 (SOUTH CREW)

WEEK #1: Highway 111, Palm Desert Community Center, Palm Desert Historical Fire Station, Highway 74, Charger Sculpture, Portola (South of Fred Waring) and Mesa View Fire Station.

WEEK #2: Fred Waring Drive, Monterey Avenue (South of Country Club Dr.), Town Center Way, Town Center Way Fire Station and Corporation Yard.

WEEK #3: Magnesia Falls, Phyllis Jackson and Cook Street (South of Country Club Dr.) and El Dorado Drive.

WEEK #4: Hovley Lane East, Via Cinta and Washington Street.



## Proposed Method to Accomplish the Work:

The maintenance plan to comply with the contract frequency schedule is as follows: First thing in the morning the foremen and crews will drive all of their contract areas on a weekly cycle in search of litter, debris and discarded items and blow off sidewalks. Once these tasked have been completed they continue on to their regularly schedule areas.

The irrigation technician will be checking and servicing the entire contract area on a weekly basis. The technician will be communicating with the supervisor and foremen of any issues which require immediate attention. The supervisor and foremen will in turn be keeping their eyes out for any irrigation issues. The intent is to have as many eyes as possible looking for any potential public safety issues and correcting them as soon as possible. The detail crews will be servicing on a monthly basis the weeding, raking, trimming and etc. This also includes the regular weekly servicing of the Community Center which includes the mowing and edging of the turf area.

Along with the weekly and monthly service items there are some annual, bi-annual and quarterly items that need to be considered. Here is a basis draft of the annual items as well as the monthly maintenance items.

January: Regular monthly irritation and maintenance and the washing of the monuments and signs at Highway 111, Historical Fire Station, Town Center Way Fire Station and the Portola Fire Station. Fertilize turf.

February: Regular monthly irritation and maintenance.

March: Regular monthly irritation and maintenance and fruit suppression of the olive trees at the Community Center and the Via Cinta Median (to be sprayed or bark banded at 5% bloom break). Turf aeration at the Community Center.

April: Regular monthly irritation and maintenance and the washing of the monuments and signs at Highway 111, Historical Fire Station, Town Center Way Fire Station and the Portola Fire Station. Fertilize turf.

May: Regular monthly irritation and maintenance.

June: Regular monthly irritation and maintenance.

July: Regular monthly irritation and maintenance and the washing of the monuments and signs at Highway 111, Historical Fire Station, Town Center Way Fire Station and the Portola Fire Station. Fertilize turf.

August: Regular monthly irritation and maintenance.

September: Regular monthly irritation and maintenance. Turf aeration at the Community Center.

October: Regular monthly irritation and maintenance and the washing of the monuments and signs at Highway 111, Historical Fire Station, Town Center Way Fire Station and the Portola Fire Station. Fertilize turf. Over-seed turf at the Community Center.

November: Regular monthly irritation and maintenance.

December: Regular monthly irritation and maintenance.

## LANDSCAPE MAINTENANCE AREA NO. 01 Contract No. C39850 Project No. 901-21

#### CONTRACTOR'S COST PROPOSAL BY LOCATION

### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

TO:	CITY OF PALM DESERT, "CITY OF PALM DESERT"	
DATE:	April 13, 2020	
PROPOSER:	Urban Habitat	
	"CONTRACTOR"	

The undersigned declares that he/she has carefully examined the Contract Documents and Addendums No. (s) 1 that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Palm Desert.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

For each Site, referenced here as a "Unit" the maintenance cost per unit shall be indicated by month, annual cost as well as the total three (3) year contract cost. The total contract proposal for the entire 36 months shall be indicated for informational purposes only.

#### CONTRACTORS PROPOSAL PRICE BY LOCATION

		UNIT PRICE					
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)		
1	Highway 111 Medians and Parkways	1	\$ 1,699.20	\$ 20,390.40	\$ 61,171.20		
2	Palm Desert Community Center 45-480 Portola Avenue	1	\$ 321.60	\$ 3,859.20	\$ 11,577.60		
3	Palm Desert Historical Fire Station 72-861 El Paseo	1	\$190.80	\$ 2,289.60	\$ 6,868.80		
4	HWY 74 Medians and Parkway	1	\$ 896.40	\$ 10,756.80	\$ 32,270.40		

		UNIT PRICE					
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)		
5	Charger Sculpture	1	\$ 124.20	\$ 1,490.40	\$ 4,471.20		
6	Mesa View Fire Station 73-200 Mesa View Drive	1	\$ 261.60	\$ 3,139.20	\$ 9,417.60		
7	Monterey Avenue Medians and Planters	1	\$1,099.20	\$ 13,190.40	\$ 39,571.20		
8	Fred Waring Drive Medians and Parkway	1	\$1,459.20	\$ 17,510.40	\$ 52,531.20		
9	Town Center Way Medians	1	\$ 112.20	\$ 1,346.40	\$ 4,039.20		
10	Cook Street Medians	1	\$ 1,219.20	\$ 14,630.40	\$ 43,891.20		
11	Hovley Lane East Medians	1	\$ 1,082.40	\$12,988.80	\$ 38,966.40		
12	Portola Avenue Medians and Parkway	1	\$ 321.60	\$ 3,850.20	\$ 11,577.60		
13	Via Cinta Median	1	\$ 218.40	\$ 2,620.80	\$ 7,862.40		
14	Phyllis Jackson Parkway	1	\$ 170.40	\$ 2,044.80	\$ 6,134.40		
15	El Dorado Drive Medians	1	\$ 752.40	\$ 9,028.80	\$ 27,086.40		
16	Washington Street Medians and Planters	1	\$ 1,057.20	\$ 12,686.40	\$ 38,059.20		
17	Corporation Yard 74-705 42 <sup>nd</sup> Avenue	1	\$ 478.80	\$ 5,745.60	\$ 17,236.80		
18	Magnesia Falls Medians and Parkway	1	\$ 979.20	\$ 11,750.40	\$ 35,251.20		
19	Town Center Way Fire Station 44-400 Town Center Way	1	\$ 272.40	\$ 3,268.80	\$ 9,806.40		
20	Portola Avenue Fire Station 73- 995 Country Club Drive	1	\$ 272.40	\$ 3,268.80	\$ 9,806.40		
21	Country Club Drive Medians and Planters	1	\$ 1,662.00	\$ 19,944.00	\$ 59,832.00		
22	Frank Sinatra Drive Medians	1	\$ 1,008.00	\$ 12,096.00	\$ 36,288.00		
23	Dinah Shore Drive Medians	1	\$ 190.80	\$ 2,289.60	\$ 6,868.80		

		UNIT PRICE					
SITE	SITES DESCRIPTION	UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)		
24	Gerald Ford Drive Medians and Planters	1	\$ 794.40	\$ 9,532.80	\$ 28,598.40		
25	Washington Street Off/On Ramos	1	\$ 427.20	\$ 5,126.40	\$ 15,379.20		
26	University Park Center Medians and Roundabouts	1	\$ 276.60	\$ 3,319.20	\$ 9,957.60		
27	Academy Lane East	1	\$ 139.20	\$ 1,670.40	\$ 5,011.20		
28	Windflower Court	1	\$ 145.20	\$ 1,742.40	\$ 5,227.20		
TOTAL			\$ 17,632.20	\$ 211,586.40	\$ 634,759.20		

TOTAL AMOUNT FOR 3	36 MONTH PERIOD IN FIGURES: \$_634,759.20	
TOTAL CONTRACT AM	OUNT FOR 36 MONTH PERIOD IN WORDS: Six Hundred	
Thirty-Four Thousand Se	even Hundred Fifty-Nine Dollars and Twenty Cents	-
In the event of a conflict	between the numbers give in figures and in words, the words shall co	ontrol,
IN WITNESS WHEREO	F CONTRACTOR executed this Proposal as of date set forth:  Signature of Proposer:	
	(must be notarized) Signer's Name: Theresa Brennan	
	Company Name: Urban Habitat	- Look Ale
	Date: April 13, 2020	

## **ACKNOWLEDGMENT**

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

	e of California nty ofRiv	erside	
On	April 13, 2020	before me,	Teresa Angulo, Notary Public
_			(insert name and title of the officer)
norc	onally appeared	Theresa C. Brennan	
who subs	proved to me on t scribed to the with	he basis of satisfactory e n instrument and acknow	evidence to be the person(s) whose name(s) is/are yledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
who subs his/h pers	proved to me on a scribed to the with ner/their authorized son(s), or the entity	the basis of satisfactory e n instrument and acknow d capacity(ies), and that b upon behalf of which the TY OF PERJURY under t	rledged to me that he/she/they executed the same in

Signature (Seal)

## CITY OF PALM DESERT

#### LANDSCAPE MAINTENANCE AREA NO. 01

Contract No. C39850 Project No. 901-21

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

#### ADDITIONAL WORK PRICING SCHEDULE

#### LABOR

Additional Laborer	\$ 23.75	per hour
Additional Irrigator	\$ 63.00	per hour
Additional Foreman	\$ 65.00	per hour

At City of Palm Desert's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

#### PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	\$ 12.50
5-Gallon Shrub Installed	\$ 26.00
15-Gallon Tree Installed*	\$ 118.00
24"-Box Tree Installed*	\$ 325.00

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

\*Includes the following: digging of hole, setting of tree, backfilling, watering-in of tree, staking (if needed), securing with cinch ties, and adjusting repairing, or retrofitting irrigation

#### **TURF MAINTENANCE**

Mowing:	Labor & Equipment	\$ 70.00	per 1,000 sq. ft.
moming.	Edboi & Equipment	Ψ 10.00	per 1,000 sq. it.

#### **IRRIGATION SYSTEM REPAIR**

Irrigation repairs will be paid at the hourly rate indicated above and with a 15% mark-up on materials.



#### **Appendix**

a. Litigation – Urban Habitat has not had any legal action taken against it, nor has Urban Habitat pursued any legal action as it relates to the provision of services as outlined in the RFP within the last five (5) years.

#### b. Resumes

#### Chief of Operations: Brett Brennan

Experience: Over 30 years of experience in landscape construction and landscape maintenance.

Licenses/Certifications: CSLB C-27 and A; QAL-B; OSHA-10 Landscape Industry; CPR/First-Aid; Hunter Irrigation Technician; ISA Arborist; Rainbird Cloud Technician

#### Account Manager for this RFP: Jeff Hamilton

Experience: 40 years' in landscape maintenance and construction.

Education: Ornamental Horticulture, Pest Control, Soil Science, Irrigation Design and

Installation and Plant Propagation.

Licenses/Certifications: QAC - B, QAL - B&C, CLT Irrigation

Bilingual: English / Spanish

#### Landscape Maintenance Supervisor: Alberto Gutierrez

Experience 10 years experience in landscape maintenance field services and 2 years experience in a supervisory role.

Education: Courses in the following: Landscape Equipment; Soils/Plant Nutrition; Turfgrass Management; Horticulture Management; Arboriculture Management; Turf/Landscape Pest Management

Licenses/Certification: OSHA-10 Landscape Industry; CPR/First-Aid; Certified Irrigator Repair Technician; Rainbird Irrigation Technician Certificate

Bilingual: English/Spanish

c. Changes to Agreement

Urban Habitat takes no exception to the contract nor its specifications.

## IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code section 2200 et seq.)

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

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

Status III	regard to the nati contracting for or 2010 (1 dolla contract code codion 2200 or
seq.) is to	rue and correct:
☑ Tr	ne Contractor is not:
(i) ide	entified on the current list of persons and entities engaging in investment activities
in Iran pr	repared by the California Department of General Services in accordance with
subdivisi	on (b) of Public Contract Code section 2203; or
(ii) a	financial institution that extends, for 45 days or more, credit in the amount of
\$20,000,	000 or more to any other person or entity identified on the current list of persons
and entit	ies engaging in investment activities in Iran prepared by the California
Departm	ent of General Services in accordance with subdivision (b) of Public Contract
Code sed	ction 2203, if that person or entity uses or will use the credit to provide goods or
services	in the energy sector in Iran.
□ At	uthority has exempted the Contractor from the requirements of the Iran
Contracti	ing Act of 2010 after making a public finding that, absent the exemption, Authority
will be ur	nable to obtain the goods and/or services to be provided pursuant to the Contract.
☐ Th	ne amount of the Contract payable to the Contractor for the Work does not
exceed \$	\$1,000,000.
Signed_	Theresa Broo
Titled_P	resident
Firm_U	rban Habitat
DateA	pril 13, 2020

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

## City of Palm Desert

## LANDSCAPE MAINTENANCE AREA NO.01 Project No. 901-21 Contract No. C39850

## THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

## PROPOSAL AFFIRMATION

Title

Urban Habitat Company Name

•	I understand that a materially false statement willfully or frau with this Proposal may result in the termination of any contra Desert and Urban Habitat	
	aforesaid firm may be barred from participation in future City well as be subject to possible criminal prosecution, and;	
٠	I have legal authority to bind Urban Habitat terms of this affirmation.	to the
٠	The undersigned hereby submits its proposal and, by doing so, agr in accordance with the Request for Proposal (RFP), and to be bour the RFP." Proposers must examine the site and become acquain the work. In submitting a Proposal, Proposers warrant that they has they deem necessary to determine the condition of the sir workmen and equipment, and to determine the proposer's abilit subsurface improvements. Proposers shall also familiarize themse ordinances, rules, regulations, and codes affecting the performinvestigations, as it may deem necessary for performance of the Set the terms of the Agreement; and correlate its observations, inwith the requirements of the Agreement. No claim for allowance as to such matters.	nd by the terms and conditions of nted with all conditions affecting nave made such site examination te, its accessibility to materials, by to protect existing surface and elves with all state and local laws, mance of the work; make such ervices at its proposal price within vestigations, and determinations
FOR	PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED	
	Signature	April 13, 2020  Date
5 4	Theresa Brennan	Date
3 1	Printed Name	
	President	

CALIFORNIA JURA	T
A notary public or other officer completing this certificate verifies only the identity the individual who signed the document to which this certificate is attached, and rethe truthfulness, accuracy, or validity of that document.	r of not
State of California )	
County of Kiverside )	
Subscribed and sworn to (or affirmed) before me on this	innan,
Optional Information	
Nthough the information in this section is not required by law, it could prevent fraudulent remove and may prove useful to persons relying on the attached document.	al and reattachment of this jurat to an unauthorized document,
Description of Attached Document	Additional information
This certificate is attached to a document titled/for the purpose of	Method of Affiant Identification
	Proved to me on the basis of satisfactory evidence:

\_\_\_ pages, and dated containing

Notarial event is detailed in notary journal on:

Page # \$2 Entry # 1 Notary contact Other Affiant(s) Thumbprint(s) Describe:

#### CITY OF PALM DESERT

# LANDSCAPE MAINTENANCE AREA NO.01 Project No. 901-21 Contract No. C39850

## THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

## NON-COLLUSION DECLARATION

To Be Executed by Proposer(s) and Submitted with Proposal

The undersigned declares:  I am the President	of Urban Habitat	, the party
making the foregoing bid. The bid is not made	e in the interest of, or	on behalf of, any undisclosed
person, partnership, company, association, org	anization, or corporati	on. The bid is genuine and no
collusive or sham. The bidder has not directly	or indirectly induced	or solicited any other bidder to
put in a false or sham bid. The bidder has no	t directly or indirectly	colluded, conspired, connived
or agreed with any bidder or anyone else to put	in a sham bid, or to re	efrain from bidding. The bidder
has not in any manner, directly or indirectly, s	ought by agreement,	communication, or conference
with anyone to fix the bid price of the bidder of	r any other bidder, o	r to fix any overhead, profit, or
cost element of the bid price, or of that of any	other bidder. All state	ments contained in the bid are
true. The bidder has not, directly or indirectly	y, submitted his or he	er bid price or any breakdowr
thereof, or the contents thereof, or divulged inf	ormation or data relat	ive thereto, to any corporation
partnership, company, association, organizatio	n, bid depository, or to	any member or agent thereof
to effectuate a collusive or sham bid, and has	not paid, and will no	t pay, any person or entity for
such purpose.		
Any person executing this declaration o	n behalf of a bidder th	at is a corporation, partnership
joint venture, limited liability company, limited	d liability partnership	o, or any other entity, hereby
represents that he or she has full power to exe	cute, and does execu	te, this declaration on behalf o
the bidder.		
I declare under penalty of perjury under	the laws of the State	of California that the foregoing
is true and correct and that this declaration is	executed on	
April 13 , 20 20 , at _ P	alm Desert	, California .
	City	State
Ву	: There sa	Pres
	Co	ntractor's Signature
Ti	tle: President	

## CITY OF PALM DESERT LANDSCAPE MAINTENANCE AREA NO.01

Project No. 901-21 Contract No. C39850

#### THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

#### PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: Urban Habitat

DIR Registration Number: 100003890
DIR Registration Expiration:June 30, 2022
Small Project Exemption¹: Yes or✓ No
Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:
<ol> <li>Contractor shall maintain a current DIR registration for the duration of the project.</li> <li>Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.</li> <li>Failure to submit this form or comply with any of the above requirements may result in finding that the bid is non-responsive.</li> </ol>
Name of Contractor: Urban Habitat Signature:
Name and Title: Theresa Brennan, President
Dated: April 13, 2020

1 If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code

Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

## **VICINITY MAP**

