

Riverside County Regional  
Park & Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**Request for Proposal #PKARC-124**  
Bid Issue Date: 01/31/12  
**Closing Date: 02/28/12 @ 1:30 PM**  
Phone: (951) 955-4308 Fax (951) 955-4795

**REQUEST FOR PROPOSAL  
PKARC-124**

**RANCHO JURUPA REGIONAL SPORTS PARK**

**LANDSCAPE & SYNTHETIC FIELD TURF  
MAINTENANCE SERVICES**



Prepared By:  
Julie A. Smith-Campbell, Buyer II  
4600 Crestmore Road, Jurupa Valley, CA 92509  
(951) 955-4308 PH (951) 955-4795 FAX  
Email: [jasmith@rivcoparks.org](mailto:jasmith@rivcoparks.org)

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS  
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED  
BRING THIS REQUEST FOR PROPOSAL TO THE BIDDERS CONFERENCE**

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## INSTRUCTIONS TO BIDDERS

Bid Issue Date: January 31, 2012

Buyer: Julie A. Smith-Campbell, Buyer II Email: [jasmith@rivcoparks.org](mailto:jasmith@rivcoparks.org)

- I. Prices/Notations - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- II. Pricing/Terms/Tax - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The PARK DISTRICT pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- III. Other Terms and Conditions - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County of Riverside website [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or by contacting PARK DISTRICT at the number shown above and requesting a copy be faxed or mailed to you.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date.
- V. Specification/Changes -Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the PARK DISTRICT reserves the right to reject those alternatives as non-responsive.
- VI. Recycled Material -Wherever possible, the PARK DISTRICT is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the PARK DISTRICT reserves the right to reject those alternatives as non-responsive.
- VII. Method of Award - The PARK DISTRICT reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the PARK DISTRICT to be most advantageous to the PARK DISTRICT. The PARK DISTRICT recognizes that prices are only one of several criteria to be used in judging an offer and the PARK DISTRICT is not legally bound to accept the lowest offer.
- VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to the address above by 1:30 p.m. on the closing date listed above. Bid responses not received by PARK DISTRICT by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The PARK DISTRICT will not be responsible for and will not accept late bids due to delayed mail delivery or courier services. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- IX. Local Preference - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of County of Riverside and must credit all sales taxes paid resulting from this RFP/P to that County of Riverside location. To qualify for local preference CONTRACTOR must include a copy of a Riverside Business Tax Certificate that supports the local preference status. Exhibit E.
- X. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all Proposals/bids/proposals received by the PARK DISTRICT from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

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**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFP/P**  
Please go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions

APPENDIX "A"     EXHIBITS (A-F)     Attachment 1   

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

#116-200 General Conditions     #116-240 General Conditions - Personal/Professional Service

### Proposal Cover Page

Bidder to complete all applicable areas

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website: [WWW.PURCHASING.CO.RIVERSIDE.CA.US](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The Riverside County Regional Park & Open-Space District is soliciting proposals from qualified companies for Landscape & Synthetic Field Turf Maintenance Services as detailed in Appendix A.

**There will be a Pre-Bid Conference bidders meeting to be held on:  
February 14, 2012 @ 10:00 AM**

**If you have not signed in by 10:15 AM, you will not be able to participate in the meeting.**

**Located at:  
Riverside County Regional Park & Open-Space District  
Rancho Jurupa Regional Sports Park  
5245 Crestmore Road  
Jurupa Valley, CA 92509**

**Meet at the: Construction trailer near the Crestmore entry to the park**

**BID CLOSING DATE: February 28, 2012 no later than 1:30 pm.  
NO FAXED PROPOSALS WILL BE ACCEPTED**

**If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.**

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name

Street Address:

Mailing Address:

State:

Zip:

Remit to Address:

State:

Zip:

Phone # ( )

Fax#

Vendor Website:

Name Title:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Email: \_\_\_\_\_

Please Check  Disabled Veteran or  Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal.

## APPENDIX A

### 1.0 DEFINITIONS:

Wherever these words occur in this RFP, they shall have the following meaning:

- A. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposal).
- B. "Bid" shall mean the proposal submitted by a bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- C. "Bidder" shall mean an individual, firm partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- D. "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- E. "MQs" shall mean minimum qualifications.
- F. "DISTRICT" shall mean the Riverside County Regional Park and Open-Space District.
- G. "RFP" shall mean Request for Proposal

### 2.0 PURPOSE/BACKGROUND

**PURPOSE:** The Riverside County Regional Park & Open-Space District is seeking sealed Proposals from highly qualified landscape firms with expertise in landscape, turf management and synthetic field turf maintenance.

The Contractor's primary responsibility will be to maintain the landscape areas at the highest industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in the specifications.

**BACKGROUND:** The Riverside County Regional Park and Open-Space District is a leader in providing a wide variety of outdoor recreational facilities. One of the newest facilities is the Rancho Jurupa Regional Sports Park which consists of approximately 36 acres of landscape & synthetic turf and is located at the northwest corner of Loring Ranch Road and Crestmore Road within the newly incorporated city of Jurupa Valley. The Sports Park will include one large, one moderate and six small picnic shelters, a concession/restroom building, a storage building, playground structure, fitness or other interactive play equipment, a perimeter park concrete walk, approximately 15 soccer fields of varying sizes and types of turf and additional landscape.

### 3.0 SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, tools, transportation, necessary appurtenances, services and special skills required to perform maintenance services as set forth in this specification and in keeping with the highest standards of quality and performance. Maintenance of the landscape shall include, but not be limited to, inspections, mowing, trimming, pruning, fertilization, brushing, aeration, raking and

sweeping of the synthetic turf, weed control, cultivation, pest control, tree surgery, de-thatching, plant replacements, renovation, clean-up of park facilities, restrooms, playground structure and drainage facilities. The Contractor will create a maintenance schedule to keep the entire Sports Park maintained.

Irrigation maintenance shall be all inclusive and shall include inspections, operation of the systems, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed. The contractor will submit a maintenance schedule to the District scheduling the maintenance operations which include, but are not limited to: minor tree pruning, aeration, thatching, insecticides/herbicide application, and application of all fertilization to trees, shrubs, ground cover, and turf. This specification establishes the minimum standards for the maintenance of the landscaped areas for the District.

Synthetic Turf maintenance shall be all inclusive and shall include but not limited to inspection of turf, line markings and seams, infill top dressing, adjustments, repairs, modifications, improvements, brushing, aeration, raking, sweeping and all other work as needed to maintain the field in the highest quality of industry standards for proper maintenance.

#### **4.0 GENERAL PROVISIONS**

**PREVAILING WAGE:** Proposer is aware of the requirements of California Labor Code Sections 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 certain 'public works' and 'maintenance' projects. Since the landscape maintenance services are being performed as part of an applicable 'public works' or 'maintenance' project, as defined by the Prevailing Wage Laws, proposers agree to fully comply with and to require any contractors or subcontractors to fully comply with such Prevailing Wage Laws. Proposer can obtain the Prevailing Wage Laws by visiting the County of Riverside Clerk of the Boards office at: <http://rivcocob.com>

**LIQUIDATED DAMAGES:** The Contractor shall perform and complete all services under this agreement within the term set forth therein. The Contractor shall also perform the services in strict accordance with any performance/completion schedule submitted and any other requirements specified in the this Request for Proposal. The Contractor agrees that if the services are not completed within the performance/completion schedule time and/or pursuant to any such project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code section 53069.85, the Contactor shall pay each and every calendar day of delay beyond the performance time established pursuant to this Agreement the sum of one hundred dollars (\$100.00) per day for each day completion is delayed per occurrence beyond the above deadlines. This amount shall be deducted and forfeited from payments to the Contractor.

These actions shall not be construed as a penalty but as an adjustment of payment to the Contractor for only the work actually performed and or as the cost to the District for the inspection/re-inspection and other related costs from the failure by the Contractor to complete the work according to schedule and or contract specifications.

## 5.0 SPECIAL PROVISIONS

The Contractor shall provide landscape maintenance services in accordance with the Special Provisions, the Technical Specifications and Agreement Terms and Conditions.

1. Emergency Numbers and Callouts. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the District shall be referred to the Contractor for immediate disposition.

A. In the event that emergency work is required, the Contractor shall notify the District Representative or Supervisor by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed. An answering service is not acceptable for emergency calls after working hours/weekends.

B. In situations involving emergency work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to safely control traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

C. The Contractor shall supply the District with the name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the District in writing within 12 hours of any such change. (Failure to provide the District with current emergency information within the 12-hour period shall result in a \$200.00 penalty per occurrence).

Emergency response can be defined by:

1. Instructions per District Representative
2. Prior agreement
3. Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

D. The Contractor shall supply their field supervisor, crew chief, irrigators with a cellular telephone.

2. Special Licenses and Permits. The Contractor shall have and maintain a valid C-27 Contractor's license. All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture and guided by a written advisory recommendation. Contractor shall obtain any permits required by local governmental agency for the use of special chemicals. The Proposer shall agree to complete all work in accordance with the California

3. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt, trousers and or short pants during the summer months and reflective safety jacket with company name during cool weather. Safety vests bearing the company name are not considered a part of the uniform, but shall be required to be worn to comply with this contract document. (Failure of an employee to wear a uniform shall result in a \$100.00 deduction and forfeiture per occurrence).

4. Supervision. The Contractor shall assign a supervisor working regular hours for the duration of this contract for each awarded area. He or she shall have a minimum of five (5) years experience as a Landscape Supervisor. The supervisor shall be capable of communicating effectively both in written and verbal English.

5. Personnel

- A. The Contractor shall provide personnel fully trained and qualified in all phases of landscape irrigation systems operation, maintenance, synthetic/artificial turf maintenance, adjustments, and repairs; in all types of components, to include irrigation controllers, valves, master valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the Sports Park.
- B. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with District staff in implementing more advanced water management strategies.
- C. The Contractor shall provide all personnel capable of verbal and written communication of the English language at a professional level.
- D. All irrigation personnel shall be trained and familiar with Hunter irrigation products, including central irrigation management. A training certificate must be on file with the District at the time of award of Contract.
- E. All synthetic turf personnel shall be properly trained and qualified in the Field Turf Flex Series M40 designed for sports fields.

6. Project Personnel. Upon request, the Contractor or his representatives will walk the project with the District's Representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor representatives must be authorized to sign documents that affect changes to the job.

7. Safety. Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or County of Riverside Risk Management standards.

8. Special Requests. The Contractor may be requested by the District to perform special tasks which are above his normal scheduled work (i.e., pruning for a specific aesthetic view problem). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the District which is considered normal maintenance to meet the objectives and criteria.

9. Project Inspections. Upon request, the Contractor or his representative will walk the project with the District representative, for the purpose of determining compliance with the Specifications or to discuss required work. The Contractor's representative shall be authorized to sign documents and effect changes to the job.

10. Traffic Control. Where applicable and in accordance with the Cal Trans Watch Manual, the Contractor shall notify local authorities of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles. If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of markers or signs regarding the presence of workers near a roadway), the District may immediately suspend all work until the Contractor has met all safety requirements. All vehicles used by the Contractor on the job site must be equipped with flashing yellow beacons of the type approved by the District.

Where applicable, when entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. During and after working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or Work Area Traffic Control Handbook).

11. Protection of Property During Inclement Weather. During periods of storms or high winds, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. The Contractor shall submit a report identifying any storm or high wind damage to the District's representative attached to a site map identifying the location of damage and cost estimate to repair/replace any damage. If remedial work is required beyond the scope of this Contract, it shall be paid for as extra work. It is the Contractor's responsibility for removing landscape debris and general trash accumulated by high winds or other typical or non-typical environmental conditions. The Contractor shall modify their schedule to complete all the required work within forty-eight (48) hours of inclement weather.

12. Protection of Existing Facilities and Structures. The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the District's property. Any damage to District property deemed to be caused by the Contractor's negligence shall be corrected or paid for by the Contractor at no cost to the District. If the District requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the District.

13. District Liaison. The District Representative, and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the District and the Project Manager separately from these meetings. The District Representative and/or Project Manager will review and initial invoice items verified as completed prior to submittal to the District for payment. The original invoice should be sent to:

Riverside County Regional Park & Open-Space District  
Finance Department  
4600 Crestmore Road  
Jurupa Valley, CA 92509

14. Work Not Included. Water and electrical billings, except in instances where excessive costs are incurred by the District due to water waste or negligence by the Contractor, are not included within this Agreement. If the District determines that excessive utility costs have occurred in their sole and absolute discretion, the District may withhold from the payment to the Contractor those funds necessary to reimburse the District for these additional costs.

15. Contractor Negligence. Any damage to the District's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the District. Dead or missing plants attributable to improper care by the Contractor shall be corrected by the Contractor at no additional cost to the District.

16. Scheduling of Operations. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, recreational programs, and pedestrian or vehicle circulation. For example, mowing or irrigation checks should occur early in the morning. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. **This schedule shall be submitted and approved PRIOR to starting any maintenance operations.** All forms and schedules shall be of a format approved by the District.

17. Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

A. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 10:00 p.m.

B. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

18. Construction/Maintenance Equipment. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

19. Administration.

A. Reports and Schedules and Payment Adjustments

1. The Contractor shall provide reports and schedules, which shall indicate the major items of work and further delineate the time frames for accomplishment. The District reserves the right to provide contractor with reports and schedule forms, when needed. Contractor agrees to complete and submit the District reports and schedules as required. A list of reports and schedules may include and not limited to items listed in Exhibit F.
2. The Contractor shall complete a schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted on the day agreed upon by the Contractor and the District Representative.
4. The Contractor shall provide a Maintenance Schedule, as directed by the District, showing the schedule of Maintenance Operations including, but not limited to: mowing, aeration, thatching, pruning, insecticide/herbicide application, pre-emergents, the application of fertilizers to shrubs, ground cover and turf, restroom cleaning and trash removal. Specific to synthetic turf, the maintenance schedule shall include, but not be limited to: maintenance of the infill, brushing, aeration, raking, and sweeping.
5. Failure to supply the required schedule shall result in the deduction and forfeiture of One-Hundred Dollars (\$100.00) from payment to the Contractor per occurrence.
6. Changes to the schedule shall be received by the District Representative at least twelve (12) hours prior to the scheduled time for the work.
7. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date of work even though the work is performed on a subsequent day.
8. The Contractor shall adjust his schedule to compensate for all holidays.
9. The Contractor shall adjust his schedule as directed by the District Representative.

**B. Performance During Inclement Weather**

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather. Activities affected by the weather shall be completed within 48 hours after the inclement weather or as directed by the District Representative.

2. The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

C. Performance On Schedule

1. The Contractor will be given the maximum latitude in establishing work schedules which correspond to its staff and equipment resources. The Contractor will also be provided the opportunity to adjust those schedules to meet special circumstances.
2. All Work shall be completed on the week scheduled as shown on the schedule.
3. Failure to complete the work as scheduled will result in the following actions:
  - a. The sum of one-hundred dollars (\$100.00) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be one-hundred dollars (\$100.00) per instance.
  - b. These actions shall not be construed as a penalty but as an adjustment of payment to the Contractor for only the work actually performed or as the cost to the District for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.
  - c. Failure to provide the District with current emergency information within the 12 hour period shall result in a two-hundred dollar (\$200.00) penalty per occurrence.

D. Other Deficient Performance Items

1. The Contractor shall be notified both verbally and in writing each time performance is unsatisfactory and corrective action is necessary.
2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
  - a. Major irrigation problems within eight (8) hours
  - b. Other irrigation problems within twenty-four (24) hours (including controller program adjustments, reports and schedules)
  - c. Other deficiencies within forty-eight (48) hours
  - d. Re-staking of trees within twenty-four (24) hours

- e. Failure to remove and dispose of debris generated by regular maintenance operations, within twenty-four (24) hours
- f. Failure to remove and dispose of debris including tumbleweeds from wind or normal litter accumulation, within twenty-four (24) hours
- g. Failure to provide weekly irrigation observation report within twenty-four (24) hours of the first working day of the following week
- h. Failure to submit a monthly water meter report within twenty-four (24) hours of the first working day of the month
- i. Failure of an employee to wear a uniform or a safety vest per occurrence
- j. Failure to report any problems with the synthetic turf within twenty-four (24) hours.

20. Green Waste Recycling - Recycling of landscape material as part of this contract is required by the District. "Clean" is defined as green waste (leaves, bushes, grass clipping) that is free from contamination from non-green waste such as construction material, plastic irrigation lines, rocks, trash, etc. The Contractor shall meet all recycling needs as required by the designated District representative at no additional cost to the District.

21. Inspection of Site - The Contractor, before submitting their proposal, shall be completely familiar with the site and be apprised fully as to all conditions that might affect the work specified. In addition, the Contractor should ascertain the availability and extent of maintenance storage facilities, necessary safety precautions, safeguards required for the protection of District property, and all other special regulations and requirements to be observed by the Contractor in the conduct of their work.

The inspection of the site, including physical and operational conditions which might affect the performance of the work will be presumed to have been made by the Contractor, and the District will in no case be responsible for the costs or expenses which may develop on account of the Contractor's failure to do so.

## **6.0 TECHNICAL SPECIFICATIONS**

### **6.1 GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS**

The Contractor's primary responsibility will be to maintain the landscape and synthetic field turf areas at the highest industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in these specifications.

The Contractor shall furnish all labor, equipment, materials, tools, transportation, services, special skills and necessary appurtenances required to perform the landscape and synthetic field turf maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscape and synthetic field turf maintenance shall include but not be limited to inspections, mowing, trimming, shrub pruning, fertilization, brushing, aeration, raking, sweeping, weed control, cultivation, pest control, de-thatching, plant replacements, renovation, and clean-up of drainage facilities. It is the intent to schedule maintenance to keep this site in a state of healthy vigorous growth.

Contractor shall be responsible for all repairs, at the Contractor's expense, to the complete in-ground portion of the irrigation system from the point that irrigation water exits the system to the point of connection with the water meter.

Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, improvements, testing, analysis, and other work as needed.

The Contractor will provide a Maintenance Schedule, as directed by the District, showing the schedule of Maintenance Operations including, but not limited to: mowing, aeration, thatching, pruning, insecticide/herbicide application, the application of fertilizers to shrubs, ground cover and turf, restroom cleaning and trash removal.

## **6.2 TURFGRASS**

### **A. General**

1. Watering: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between watering. Allow turf to dry out before mowing.
  
2. Aeration: Mechanically aerate all turf areas as often as required or as directed by the District's Representative to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dressing may be required by the District Representative. When top dressing is required, the Contractor shall submit a request for extra work which must be approved by the District Representative before work is scheduled.  
  
Use a plug aerator with ½ inch tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. The scheduling of aeration will be recorded on the Maintenance Schedule and shall be performed no less than three (3) times per year. In rocky areas, a solid tine or vertical slice aerator will be required.
  
3. Mowing: All turf areas, where applicable, shall be mowed a minimum of once per week. Unless otherwise directed by the District's Representative, cut cool season turf grass at 2 inches. Common Bermuda and other warm season grasses shall be mowed to not exceed 1 inch, hybrid Bermuda at ¾ inches. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary type mowers for cool season grasses and reel type mowers for warm season grasses with sharp blades (blades should be sharpened or replaced at least twice a week). All debris must be removed daily and disposed

of legally off-site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are saturated with water. Alternate mowing patterns shall be used whenever possible to prevent wheel ruts in turf areas. If ruts are made, contractor will make repairs at his own expense. The District's Representative must approve of all mowing equipment used by the contractor. Small rotary push mowers will be required for parkways and other small areas.

It is the intent of the District that the contractor use mulching mower equipment to mow all turf areas. The contractor may be required, at the discretion of the District's Representative, to bag and remove grass clippings if the use of mulching mowers creates a hazardous or messy condition in the area of work. Additionally, at no time shall grass clippings be directed into the storm drain system by the contractor.

4. Fertilizing: Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the District Representative. Fertilizer will be applied as often as required to maintain deep green color at all times, other than for seasonal grass where loss of color is normal. The type of turf and time of year will determine the type of fertilizer used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded. Coordinate all fertilizer applications with the District's Representative.

5. Trimming and Edging: Trim around walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees (tree wells) within a minimum 18" radius from the trunk using care not to damage the tree trunk or roots. At no time will chemical edging be allowed on anything other than tree wells unless directed other wise in writing by the Landscape Technician.

6. Thatching: Thatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably in the Spring or Fall. Thatching will be in accordance with the following methods:

Step 1: Aerify entire area using an aerator with ½ inch tines.

Step 2: Verticut the entire area using a thatching machine set to contact the soil line.

Step 3: Verticut in two different directions. Pick up debris with a turf vacuum.

Step 3: Mow with rotary mower at regular cutting height as specified above or as directed by the Landscape Technician.

7. Refurbishment of Turfgrass: Turf areas that thin out due to shading effect of trees, structures and irrigation malfunction (due to Contractor's negligence) will be reseeded with an approved grass seed to restore the thinning areas. Coordinate with the District's

Representative. This will not be considered extra work. In the winter months the District's Representative may require sod.

8. Weed Control: Contractor shall maintain turf areas in a weed free condition at all times by the use of either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall exercise extreme care and caution while applying chemical weed controls to avoid damaging any non target plant materials. Before such applications are made, the turf should be well established and in a vigorous growth condition. All chemical applications will be recorded and coordinated with the District Representative.

9. String Trimmers: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. String trimmers shall not be used within 18" of a tree trunk.

### **6.3 SYNTHETIC TURF MAINTENANCE**

#### **A. General:**

1. Contractor shall provide complete synthetic turf maintenance utilizing high quality mechanical devices to accomplish all work to include but not limited to items listed in the request for proposal for synthetic, artificial turf maintenance. All Field Turf maintenance work performed shall be in strict accordance with the manufacturers recommended field care maintenance for synthetic/artificial turf. The contractor shall be responsible for all cost of repairs/replacements due to the contractor's failure to provide proper maintenance.
2. Contractor shall be a trained and qualified professional in all aspects of Synthetic Field Turf Maintenance.
3. Contractor shall be responsible for all cost associated with the normal repair/replacement of materials, equipment and supplies to include and not limited to replacing infill, cleaning products.
4. District shall provide required specialized equipment and storage for equipment required to maintain the synthetic turf fields to include: FieldTurf SweepRight and FieldTurf GroomRight.

#### **B. Removal of Weeds and Moss**

1. FieldTurf's synthetic grass surfaces may look like grass, feel like grass and play like grass; however if not properly maintained, it may still become susceptible to some weeds and moss. It is important to prevent weeds and moss from growing on FieldTurf as it can affect the playability of the surface. Although routine maintenance will prevent this from happening, weeds and/or moss may occur at the interface between the synthetic grass and the perimeter curb. Should this occur, treat the area with a biodegradable weed killer such as Round Up®, which leaves no residue and more importantly, won't negatively affect the fibers or the coloring of your field. If problems should arise, a 3-prong tool can be used to remove weeds and moss from the affected areas. This should be done carefully so as not to

tear the backing and damage the fabric.

C. Removal of Stains

1. Oil Stains: FieldTurf Scrub safely removes oil and other stains from FieldTurf surfaces. The detergent acts quickly to clean and decontaminate the turf surface.
2. Bodily Fluids: Apply a FieldTurf Scrub that is formulated to remove bodily fluids (blood, vomit, etc.) from synthetic turf surfaces.

D. Maintaining the Infill: Intensive and repetitive use of certain areas of the field may cause the infill material to be displaced from time to time. Properly maintaining the infill on the field is important and directly affects playability. Rubber infill will need to be added to these high use areas as needed. These specific areas on the field should be inspected regularly to ensure proper infill height. With FieldTurf, the uniformity of the infill can be easily maintained, by agitating the exposed fibers with a garden rake, and then brushing the infill into the fibers. The top of the infill should be at 3/4" below the tips of the fibers. Steps for replacing the displaced infill:

Step 1: Using a medium stiff bristle brush and/or a garden rake with metal tines, agitate the exposed fibers in the area requiring infill. This will raise the exposed grass fibers into a vertical position.

Step 2: Brush the infill into the grass by lightly agitating the fibers again using a medium stiff, bristle brush.

Step 3: The top of the infill should be at a level of 3/4" below the tips of the exposed grass fibers. Once the grass has been infilled to the recommended level, gently agitate the area to ensure that the infill settles below the exposed tips of the grass fibers. If the area is blackened, a small mist of water over the area will help drop the infill to the desired level.

E. Brushing:

1. When brushing, the brushes should never penetrate the infill, just the top of the fibers.
2. Brushing shall be performed every 6-8 weeks.

F. Aeration:

1. To avoid over settling of the infill, it is necessary to aerate your field with rotating tines that are designed to penetrate and loosen the infill.
2. Aerating a Maximum of 3 times/year, ideally after every sport season.

G. Raking:

1. When raking, the rakes should penetrate the infill by 1/2".
2. Raking shall be performed every 4-6 weeks.

- H. Sweeping:
  - 1. The sweeper brushes should never penetrate the infill, just the top of the fibers.
  - 2. Sweeping shall be performed as needed.
- I. Other Field Protection:
  - 1. Turf Scrub:
    - a. Contractor shall apply an industrial cleaner and conditioner for the removal of grease, oil, mold and mildew.
    - b. Use in accordance with manufacturers recommendation.
  - 2. Static Conditioner:
    - b. Contractor shall apply to control the electrical static buildup on synthetic, artificial grass surfaces, a static conditioner.
    - c. Static conditioner must not affect the color or appearance of the Field Turf.
    - d. Use in accordance with manufacturers recommendation.
  - 3. Gum Remover:
    - a. Contractor shall apply an industrial strength gum remover when needed.
    - b. Use in accordance with manufacturers recommendations.

#### **6.4 SHRUB MAINTENANCE**

##### A. Pruning

- 1. Shrubs shall be pruned as required for safety, removal of broken, dead and diseased branches, general containment, and appearance.
- 2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain its size with respect to species, size of planters and the best health of the plant. Coordinate with the District Representative.
- 3. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with District Representative.
- 4. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- 5. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
- 6. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography (i.e. road access and parking lot entrances).
- 7. Shrubs shall be pruned and trimmed using sound horticultural techniques.
- 8. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians,

walkways, etc.) so as not to encroach on same.

9. Shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property.

**B. Shrubbery Replacement**

The Contractor, at their expense, shall be responsible for the complete removal and replacement of shrubbery lost due to negligence by the Contractor as determined by the District Representative.

**C. Pruning Schedule**

Shrubs shall be pruned and trimmed as needed, or as requested by the District Representative. .

**D. Fertilization**

Contractor shall apply a balanced fertilizer as needed in shrub areas to maintain a healthy appearance and condition.

**E. Cultivation and Mulching**

Contractor shall cultivate landscape bed areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open dirt areas and/or around trees as required by the District Representative.

**F. Irrigation (Deep Soaking)**

Deep soaking shall be defined as the application of sufficient quantities of water, without excessive run-off, to maintain the reasonable health and vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.

**6.5 VINES**

**A. General**

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Existing vines planted in pockets not provided with sprinklers shall be deep watered as needed to promote optimum growth.
4. Pruning of vines will be in accordance with good horticulture practices.
5. Vines shall be trimmed as required for safety, disease, general containment or appearance.
6. All vines planted on walls shall be trimmed and maintained 18" from the top of the wall.

**6.6 GROUND COVER**

A. General

1. Trim ground cover plantings as required for general containment and to present a neat, clean appearance.
2. Weeds shall be controlled and not allowed to reach two inches (2") in height.
3. Keep ground cover trimmed back from all utility cabinets, irrigation controller units, valve boxes, quick couplers, or any other appurtenances or fixtures. Do not allow ground cover to grow up the trunks of trees, into shrubs, on structures or walls unless directed by the District Representative. Keep trimmed back approximately 4 inches from structures, walls, etc.
4. Bare soil areas shall be cultivated a minimum of once per month.

**6.7 FERTILIZATION**

A. General:

Contractor shall use only dry pelletized fertilizers unless otherwise approved by the District Representative. Applications shall be in accordance with the manufacturer's specifications.

B. Scheduling:

The application of all fertilizers shall be recorded and specifically identified on the Contractor's Maintenance Schedule indicating the fertilizer used and frequency applied (i.e., turf, trees, shrubs, ground cover, etc.).

C. Method of Application:

When applying fertilizer granules, every precaution shall be taken to contain these materials in the planting areas. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application.

D. Timing of Application:

When climatic factors cause problems with the general use of fertilizers, an adjustment of the fertilizing schedule may be necessary. After fertilizer application, watering schedule shall be monitored to eliminate runoff or leaching of fertilizer materials.

E. Soil Testing:

Soil tests and plant analysis shall be obtained at the discretion of the District Representative to determine the need for fertilizer or amendments, and shall be completed prior to application. Copies of all test reports shall be submitted for review, prior to application. The Contractor shall provide soil and foliar testing at no expense to the District. For the purposes of bidding, the Contractor should assume five (5) tests per year.

**6.8 PEST CONTROL OF PLANT MATERIAL**

A. General:

1. Contractor shall practice Integrated Pest Management. This shall involve common-sense practices that use environmentally acceptable methods of pest control with the least possible hazard to the public, District property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.
2. Contractor shall provide complete control of all plant pests and/ or diseases.
3. The Contractor shall obtain all necessary licenses and permits to comply with District, County, State and Federal regulations or laws.
4. Contractor will assume responsibility and liability for the use of all chemical controls.
5. Pest and disease shall include, but shall not be limited to all insects, mites, other vertebrates, and invertebrates including pocket gophers and squirrels, pathogens and nematodes.
6. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

B. Application of Pesticides

1. District shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the District's Representative. Material Use Reports for all pesticides shall be filed with the District no later than the 10th day of every month for the preceding month.
2. Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff in treated areas.
3. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which the area is capable of absorbing without excessive runoff.
4. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
5. Spray equipment shall be in good operating condition, quality, and design to efficiently

apply materials to the target area. Spray drift from pesticide applications shall be minimized.

6. Wherever a specific type of material is specified, no substitutions shall be allowed.

C. Certification of Materials:

1. All materials shall be transported to the site in original containers. Materials shall be subject to inspection by the District Representative.
2. The State of California Agricultural Code requires that pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the District prior to chemical usage. These recommendations shall be updated on a yearly basis. A recommendation consists of all the information the applicator should know for accurate and safe usage. The recommendation must be time and site specific.
3. If a Restricted Use Pesticide is recommended, a use permit issued by the County of Riverside Agricultural Commissioner must be provided to the District.
4. All pesticides shall be applied only by an operator possessing a California state issued Qualified Applicator's License or a Qualified Applicator's Certificate.
5. THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.
6. All areas of the landscape shall be inspected for infestations of pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
7. Contractor shall identify the cause of plant injury and consult a Pest Control Advisor before application of chemical treatments.
8. Cultural preventive methods shall begin before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. New plant growth shall be monitored for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. A 10 power magnifying glass is helpful for identifying mites. Evidence of ant activity may be seen in soil, along walks, and trunks of shrubs and trees.
9. Adult beetles shall be controlled before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood.
10. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures.
11. Contractor shall prevent the spread of disease by keeping all cutting edges sterile by

dipping in an alcohol or bleach solution after each cut.

12. Weeds must be removed upon appearance. Selective post-emergent herbicides shall be used to kill weeds without permanent injury to other plants.
13. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
14. Grass weeds in lawns shall be controlled with selective post-emergent herbicides.
15. Creeping grasses shall be kept out of shrubs and groundcovers.
16. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the District.

#### **6.9 WEED CONTROL OF PAVED SURFACES AND EMPTY LOTS**

A. Contractor shall be responsible for controlling weeds in the cracks and expansion joints of hardscape areas that are contiguous to contractor maintained District landscape areas. This includes, but is not limited to, curb and gutter areas, sidewalks, sport courts, trails, etc.

B. Landscape areas adjacent to empty lots shall have a contractor maintained 4' to 5' foot "buffer zone" separating the landscape from the weeds or vegetation on empty lots. Coordinate with the District Representative.

#### **6.10 DRAINAGE FACILITIES**

The Contractor shall be responsible for the continual inspection and maintenance of all drains installed in the landscape areas. This includes V-ditches, surface drains, or any other drainage facilities that are contiguous to the landscape areas. Drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate, preventing the proper flow of water. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the District Representative immediately..

#### **6.11 GENERAL CLEAN UP**

**A. At no time will the Contractor be allowed to blow grass clippings or any other landscape debris into public streets or gutters without being swept or vacuum cleaned.**

B. Contractor shall remove all debris resulting from their maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation. Use of mulching mowers must be approved by the District. If the use of mulching mowers is approved, all visible clippings must be removed in accordance with this specification.

C. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. (Failure to remove and dispose of debris shall result in a \$100.00 forfeiture from payment.) All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. (Failure to separate and dispose of debris appropriately shall result in a \$100.00 forfeiture from payment.)

D. All walkways will be kept clean/clear of debris and plant growth at all times. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.

E. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a week.

F. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. Failure to remove and dispose of debris properly shall result in a \$100.00 forfeiture from payment for each occurrence.

#### **6.12 PLANT ADDITIONS AND/OR REPLACEMENTS**

As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, turf, shrubs, vines, ground cover, or flowers. Contractor shall submit a timely proposal in writing for these improvements. Such work will be paid for as extra work by the District unless otherwise specified within these specifications. No work shall commence until the proposal has been signed as accepted by the District Representative. . Exceptions will be replacements due to Contractor's neglect.

#### **6.13 GUARANTEE AND/OR REPLACEMENT POLICY**

All new plant material installations, irrigation installations and repairs done as part of this contract shall be guaranteed for a period of one calendar year with exceptions due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

#### **6.14 TRASH, LITTER AND DEBRIS CLEAN-UP**

A. Applies to all park and landscape areas as well as contiguous hardscape areas.

B. All areas shall be inspected daily and maintained in a neat, clean and safe condition at all times.

C. All animal feces or other materials detrimental to human health shall be removed from parks and landscape areas on a daily basis or per request.

D. All broken glass and sharp objects shall be removed whenever service is provided or per request.

- E. All trash, litter and debris shall be removed and disposed of on a daily basis and as requested by the District Representative. The District provides an on-site dumpster enclosures at the Sports Park for this purpose.
- F. Contractor shall be responsible for the upkeep and cleanliness of the District's onsite dumpster enclosures. This includes removal and disposal of illegally dumped debris inside of and around the exterior of the enclosures whenever scheduled services are provided, and when requested by the District. Pressure washing of the trash enclosures (once per month maximum) will be required when requested by the District Representative. *Any hazardous materials found in the trash enclosures must be left in place and reported immediately to the District Representative.*
- G. Trash cans provided by the District shall be emptied daily. Trash cans shall be cleaned inside and out at least once per week or as directed by the District Representative. All lids and District logos must be wiped clean at time of services or as requested by the District Representative.
- H. Trash can liners shall be replaced at the time of service. Contractor shall provide liners at the Contractor's expense. Liner size shall be no smaller than 36"X58". Liner thickness shall be no thinner than 1.5 mil.
- I. Barbecue grills and barbecue grill ash receptacles, if applicable, shall be emptied of all ashes a minimum of once per week. Coordinate scheduling with the District Representative.
- J. All sidewalks, trails, pathways, and hardscape areas contiguous to District landscape areas shall be swept, cleaned or hosed down daily, if necessary, to remove glass, sand/dirt, leaves, pine needles or any other debris that is hazardous to foot traffic or the intended use of the area.

#### **6.15 PARK SHELTERS**

- A. All shelters, including park benches, picnic tables and play equipment, shall be power washed and sanitized every Friday. Frequency of sanitization may vary with use.
- B. All shelters shall have signs, tape, staples and litter removed weekly by 10 am on Fridays.

#### **6.16 SAND AND ENGINEERED WOOD FIBER (EWF) AREAS**

- A. These areas generally include but are not limited to tot lots, playground areas, volleyball courts, etc.
- B. All areas shall be maintained weed free.
- C. Upon request or once per month if necessary, all sand areas shall be cultivated or rototilled to alleviate compaction. After rototilling, sand shall be raked level.
- D. On Monday and Friday of each week, all sand and EWF areas shall be raked level and inspected for any foreign debris. All foreign debris shall be removed at this time. Any displaced sand or EWF shall be replaced into the area it came from or removed if contaminated.

**6.17 PLAYGROUND EQUIPMENT INSPECTION**

All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported in writing immediately to the District Representative.

**6.18 LIGHTING INSPECTION**

All security lighting and monument lighting systems shall be inspected monthly and a written report shall be submitted. Any damaged or malfunctioning equipment shall be reported to the District Representative.

**6.19 ASPHALT AREAS AND PATHWAYS**

Special emphasis shall be placed on chemical edging along these areas to prevent damage to the asphalt by vegetation. All such damage shall be repaired at the Contractor's expense.

**6.20 DRINKING FOUNTAINS**

A. All drinking fountains shall be inspected weekly and kept clean and operational at all times.

B. Every instance of damage, leaks, non-operation, etc., shall be reported to the District Representative.

**6.21 IRRIGATION SYSTEM MAINTENANCE**

A. Contractor shall be responsible for all repairs, at the Contractor's expense, to the complete in-ground portion of the irrigation system from the point that irrigation water exits the system to the point of connection with the water meter.

B. Irrigation maintenance shall include inspections, operation of the systems, adjustments, repairs, modifications, testing, analysis, and other work as needed.

C. Reporting:

1. All Irrigation systems shall be checked once per week, at a minimum, for proper operation. A record of this observation must be maintained and submitted to the District Representative by the first working day of the following week. During extreme weather conditions more frequent observations and adjustments may be required.
2. Water meter readings for each system are to be submitted to the District Representative in a monthly report the first working day of each month.
3. Contractor shall submit an irrigation schedule, which lists watering days and times for stand alone controllers.
4. Contractor shall create and maintain irrigation zone data sheets.
5. The initial programming of new controllers shall be performed by District personnel, with

the contractor's assistance.

D. Repairs & Maintenance:

1. Any repairs identified in the observation report will be corrected within three days.
2. Any repairs made by the Contractor shall be in accordance with the original design specifications. All materials are to be new and identical to existing materials, unless a District Representative approves a substitute in writing.
3. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
4. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times.
5. Contractor shall be responsible for adjusting height of sprinklers and risers as necessary to compensate for growth of plant material.
6. Contractor shall restore any landscape areas disturbed by irrigation repair work back to their preexisting condition.
7. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor and will be repaired at the Contractor's expense.
8. Damage to the system caused by conditions under which the contractor has no control, shall be repaired by the contractor as Extra Work if approved by the District Representative. Such circumstances include:
  - Theft (missing heads)
  - Storm damage
  - Damage by others
9. At any time, the District Representative may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
10. The Contractor shall keep all controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

11. The Contractor shall be responsible for hand watering at no additional cost any areas not provided with an automatic irrigation system. Contractor will also be required to hand water at no additional cost any landscape areas with a non-functioning irrigation system if it is the Contractor's responsibility to maintain that system.
12. The Contractor may be required to hose off plant material monthly in areas where a drip system is used.
13. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation system.

E. Water Management:

1. The Sports Park has approximately 425 irrigation controllers.
  - 155 in Area 1. Of those, 114 are on the central irrigation system.
  - 176 in Area 2. Of those, 64 are on the central irrigation system.
  - 94 in Area 3. Of those, 25 are on the central irrigation system.
2. The Contractor is responsible to monitor and adjust all automatic controller programs at all times. Contractor shall coordinate central irrigation system program adjustments with the District Representative. Contractor is expected to use the minimum amount of water required to maintain healthy plant growth and vigor.
3. Irrigation shall be applied at hours that will insure that vehicular traffic and foot traffic is not disturbed.
4. Watering shall be scheduled to prevent runoff, pooling, and over-watering.
5. In determining rates of application, soil type, topography, and weather condition shall be taken into consideration.
6. Until the groundcover plantings are established, care shall be exercised to minimize soil erosion by the use of proper irrigation programming. Repeat cycles shall be utilized where appropriate and available, applying water over shorter periods of time that will allow for proper infiltration and thereby minimizing runoff.
7. Particular attention shall be required for all sloped areas which, by physical nature provide for the greatest potential runoff.
8. Contractor shall turn off all stand alone controllers in the field when it is unnecessary to irrigate due to adequate rainfall. Failure to turn off the irrigation controllers shall result in a \$100.00 per occurrence forfeiture from payment.

9. Automatic controllers, backflow and pump enclosures shall be kept locked at all times. The District Representative and assigned District Maintenance staff will have master keys to all controllers. (The District shall provide locks for irrigation enclosures. However, it is the contractor's responsibility to request and replace locks as needed).
  
10. All irrigation controller, backflow device and pump enclosures shall be painted as needed to prevent rusting and to maintain good appearance. (Stainless steel enclosures shall not be painted). Painting shall occur a minimum of once per year and shall be placed on the annual activity schedule as outlined in the maintenance schedule.

## **6.22 RESTROOM CLEANING REQUIREMENTS**

### A. General, seven (7) days per week).

1. Services performed under this Contract shall be subject to inspection and approval by the District Representative. The sections below outline the minimum acceptable standards.

### B. Restroom Maintenance:

1. Floor Maintenance: Floor maintenance includes all hardscape areas inside the actual facility and the exterior entrance areas.
  
2. Floor Sweeping & Scrubbing: All floor surfaces within the facility shall be swept daily. Any litter, dirt or other debris shall be removed from the area using a dustpan. Removal of debris stuck to the floor surface is required. The interior of the restroom including ceiling, walls, and floors shall be hosed down. When hosing down restroom facilities, do not hose paper goods such as toilet paper and hand towels. The floors shall then be wet mopped. All dirt shall be hosed into the drain. All excess water shall be swept away into drains. No standing water shall remain.
  
3. Bowls: All toilets and urinals shall be cleared of any debris. Areas shall be wetted down and scrubbed with appropriate brush and cleanser. Afterwards, a final rinse shall be applied to present an overall appearance of cleanliness and no foul smells shall be present. "Plugged" toilets and urinals shall be unplugged at time of services and when requested. If Contractor is not able to unplug the restrooms, contractor must notify the District Representative immediately.
  
4. Fixtures: Sinks, mirrors, and handrails shall be wetted down, sponged with cleaning agent, rinsed with water, and dried with cloth.
  
5. Stocking: All toilet paper, hand towels and hand soap dispensers shall be checked and replaced as needed. All urinals shall have block deodorizers added as needed. All toilet paper, hand towels, soap, deodorizers and other supplies to be supplied at contractor's expense.
  
6. Deodorizers shall be used at the time of each service to eliminate any foul smells.
  
7. All graffiti in or on restroom areas or damaged or malfunctioning fixtures must be reported to the District Representative on a daily basis by 10:00am.

C. Performance on Schedule:

The Contractor will be provided the latitude to establish work schedules that correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedures for adjusting those schedules to meet special circumstances. The District must approve all schedules and changes and such approved schedules shall consider the needs of the various leagues, and organizations that use the facilities. Therefore, all work shall be completed on the day scheduled (as shown on the schedule). Failure to complete this work will result in a \$100.00 deduction from payment for each occurrence.

D. Deficient Performance:

The contractor shall be notified both verbally and in writing each time performance is considered to be non-satisfactory and corrective action is necessary. The contractor shall complete corrective action within one (1) hour of notification. Failure to completely clean up a site according to the schedule and these specifications will constitute deficient performance.

**6.23 EXTRA WORK**

In the event the Contractor is required by the District and agrees to perform extra work, the following procedure shall govern such work:

1. Work will be executed under the direction of the maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
2. A written estimate of cost will be required for approval by the District Representative for approval prior to the work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. Invoices for extra work shall be submitted no later than sixty (60) days after the District's acceptance of the proposal for work. Any invoices submitted later than sixty (60) days may be rejected by the District Representative. The following procedure will govern such extra work:
  - a. District will issue work request for such extra work to be performed.
  - b. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
  - c. Extra work must be approved by the District Representative in writing.
  - d. Extra work may include, but is not limited to the following:
    - Painting Walls
    - Changing light bulbs
    - Painting floors
    - Installing hardware
    - Steam cleaning and pressure washing
    - Landscape Improvements and repairs
    - Irrigation system improvements and repairs

**7.0 WORK PRODUCT:**

7.01 All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports, work schedules and other related documents pertaining to each specific project and work order rendered to the PARK DISTRICT are the exclusive property of the PARK DISTRICT and subject to its use and control.

**8.0 TIMELINE: DATE:**

1. Release of Request for Proposal	Date: January 31, 2012
2. Deadline for Submission of Questions <b>Must be in the form of an Email or Fax:</b>  <b>It is the responsibility of the Bidder to confirm transmission of correspondence.</b>	Date: February 7, 2012 Time: No later than 3:00 PM  Email questions to: <a href="mailto:jasmith@rivcoparks.org">jasmith@rivcoparks.org</a> or Fax to: (951) 955-4795
3. <b>Mandatory Bidders Conference</b> –Bids will not be accepted by bidders that did not attend the Mandatory Bidders Conference. No Exceptions.	Date: February 14, 2012 Time: 10:00 AM Location: Regional Park District 4600 Crestmore Rd Jurupa Valley, CA 92509 <b>Meet at the Bldg “B”, Garden Room</b>
4. Deadline for Request for Proposals	Date: February 28, 2012 on or before 1:30 PM

**8.1 Inquiries:** All inquiries must be submitted on or before the last day for questions. Please refer to 8.0, Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the Park District Buyer, Julie A. Smith-Campbell.

**9.0 PERIOD OF PERFORMANCE**

The period of performance for the Landscape and Synthetic Field Turf Maintenance Services shall be for period of five (5) year(s), renewable in one-year increments at the sole and absolute discretion of the District, with the completion date of June 30, 2017, with no obligation by the PARK DISTRICT to purchase any specified amount of services. The awarded Contractor shall commence performance of requested services upon notification and shall diligently perform such services until completed satisfactorily. Period of Performance is defined and understood to include all services necessary to complete the work as outlined in this RFP Scope of Work including, if applicable, extra work required.

## **10.0 PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Contractor Proposal." The submitted proposal shall be prepared as a single bound notebook. **One (1) original and three additional (3) copies, all in a 3 ring binder, shall be submitted. Faxed submittals will not be accepted.** Contractor shall submit all the following licenses and documents with their proposals:

- a. Using Request for Proposal Cover page (page 3), complete all lines. Must submit a copy in the bid package.
- b. Provide in your bid response a current copy of Certificate of Liability Insurance, and a current copy of proof of Worker's Compensation Insurance for their employees. Refer to Attachment 1, Insurance Requirements, Section 22.
- c. Provide exhibits A, B, C, D completed; attachments; cost proposal/certification, bidders qualification form, bidder references, addendums and if applicable, submit Local Business Qualification Affidavit, Exhibit E.
- d. Work Plan/Schedules of all work to be performed.

**ALL BIDS MUST BE SENT TO:**

Riverside County Regional Park & Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509  
Attention: Julie A Smith-Campbell  
**RFP # PKARC-124**

**ALL BIDS MUST BE SUBMITTED ON OR BEFORE February 28, 2012 @ 1:30 PM**

## **11.0 GENERAL REQUIREMENTS**

### **Procedures for Submitting Proposals**

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

The PARK DISTRICT reserves the right to waive, at its discretion, any irregularity, which the PARK DISTRICT deems reasonably correctable or otherwise not warranting rejection of the proposal.

The PARK DISTRICT shall not pay any costs incurred or associated in the preparation of this or any proposal

or for participation in the procurement process.

Proposals must be typed uniformly on letter size (8 ½ ” x 11”) sheets of white paper, single sided, each section clearly titled, with tabs A-H, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable proposal.

**Late proposals will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other PARK DISTRICT office will be rejected. Faxed or e-mailed proposals **will not** be accepted.

The proposal will not exceed fifty-(50) pages in length. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

## **12.0 REQUIRED FORMAT OF PROPOSALS**

Proposals must contain the following sections:

- A.** Proposal Cover Page
- B.** Company Profile
- C.** Description of Services
- D.** Cost Proposal
- E.** Bidders Qualification
- F.** References
- G.** Evidence of Insurability/Insurance/Licenses/Certifications
- H.** Clarification, Exceptions or Deviations
- I.** Financial Statement

### **A. Proposal Cover Page**

Section A, must have a letter of introduction accompanied by the “Proposal Cover Page” that must be signed by an authorized representative.

### **B. Company Profile**

Section B, of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The following information must be provided:

- a. **Company hierarchy**
  - President, Vice President, Company Officers, etc.
- b. **Company overview of services or activities performed.**
  - Brief history of the Company
  - Company size- staff and client base
- c. **Location:** Location of the office from which the work under this contract will be provided and the staff allocation at that office.

### **C. Description of services**

In Section C, proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP including:
2. Give precise detail on your firms reporting mechanisms. Include:
  - a) A complete description of how the interaction between the bidder's company and the District will take place to ensure that the services are performed and to the Districts satisfaction.
  - b) Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
  - c) Provide the bidder's company safety regulations, policy and procedures.
  - d) Provide the bidder's company employee training.
3. The name of the project supervisor and a list of personnel to be assigned to the project and their roles and qualifications. Identify the project supervisor and include their responsibilities, qualification/experience, along with a copy of his/her certification if applicable. Also include the project supervisor's e-mail address, telephone, fax and cell phone numbers.
4. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
5. Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to the following:
  - Customer Service organizational structure
  - Contact process
  - Follow-up process
  - Internal procedures to track customer service contact and resolution
  - Escalation process to resolve outstanding customer service issues
6. Proposer shall describe the common reports available to the District. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Proposer is encouraged to include a sampling of common reports including sample of invoice within their proposal. The Contractor may be required to use District reports and schedules as requested, if any.

#### **D. Cost Proposal**

Section D, Licensee must complete and return Exhibit A –Cost Proposal/Certification pages 1-4, and if claiming Local Preference, complete and return Exhibit E – Local Business Qualification Affidavit.

If subcontractors are to be used, the prospective bidder must indicate that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for the bidders cost above and submitted with the Cost Proposal. Use separate sheet.

**E. Bidders Qualifications**

Section E, Bidder's shall provide the Company's name, person (s) responsible for administering or providing services. Identify the Supervisor and Contact person and include his/her position, qualifications/experience, and a copy of his/her certification and/or licenses held if applicable. The awarded Contractor shall have all necessary licenses and/or permits needed to provide Contracting services as described within this RFP. Exhibit B.

**F. References**

Section F, Bidder's shall submit present and past performance information with a minimum of three (3) references (must be within the last three (3) years) from other public or private agencies that you have worked with on a project of this nature. **Each reference shall include a current point of contact, email address and a phone number.** Exhibit C.

Each reference must have the following information:

1. Date of original contract
2. End date of contract (If applicable)
3. Service rendered and location of the project (website)
4. Provide a list of agencies that the firm is currently in contract with, include the name, type, location, owner, contact information, estimated project cost, and number of years the contract has been in effect.

**G. Evidence of Insurability/Insurance/Applicable Licenses**

In section G, the bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County and District as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

**H. Clarification, Exceptions or Deviations**

In Section H, the bidder shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your company has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

**I. Financial Statement**

The bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the quote submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

**13.0 INVOICING**

Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:  
Riverside County Regional Park & Open-Space District; Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; “bill-to” and “ship-to” addresses of ordering department/division; contract number (to be provided upon award); invoiced must be itemized, quantities; item descriptions, unit prices, individual/company performing services, hourly rate, hours spent performing the task, extensions, sales/use tax if applicable, and an invoice total. Must include all supporting documents: agendas, minutes, reports, and any other document which supports the request for payment.

Invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10

## **14.0 COMPENSATION**

**14.1** The County shall pay the awarded Bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded Bidder. The County shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

**14.2** No price increases shall be permitted during the first year of this Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) shall automatically be extended to the County. The County requires written proof satisfactory to County of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by County. No retroactive price adjustments shall be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit shall remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Landscape Service) and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

## **15.0 EVALUATION CRITERIA**

Proposals will be evaluated based on relevant factors, including but not limited to the following:

1. Overall responsiveness and general understanding of the RFP requirements.
2. CONTRACTOR’s experience in performing the work.
3. Overall cost to the PARK DISTRICT.
4. Service/Customer Support
5. References with demonstrated success with similar work to the Scope of Service.
6. Credential/Resumes/Licenses/Certifications.
7. Clarification/Exceptions/Deviations

The PARK DISTRICT reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the PARK DISTRICT.

## **16.0 EVALUATION PROCESS**

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Park District Buyer. Attempts by the bidder to contact any other PARK DISTRICT representative may result in disqualification of the CONTRACTOR. All evaluation material will be considered confidential and not released by the PARK DISTRICT. The PARK DISTRICT reserves the right to split or make the award that is most advantageous to the PARK DISTRICT.

## **17.0 INTERPRETATION OF RFP**

The bidder must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any bidder planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the PARK DISTRICT. Any changes to the RFP will be made only by written addendum. The PARK DISTRICT is not responsible for any other explanations or interpretations.

## **18.0 CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, the PARK DISTRICT will enter into a contractual agreement with the selected Contractor. A sample of the standard PARK DISTRICT contract to be used for this project is attached as Attachment 1. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual (Attachment 1 of this RFP) terms are non-negotiable:

- Indemnification (Point 21)
- All insurance terms (Point 22)
- Termination (Point 5)
- Ownership/Use of Contract Materials and Products ((If applicable) Point 6))
- Disputes (Point 11)
- Governing Law (Point 23.11)

## **19.0 CANCELLATION OF PROCUREMENT PROCESS**

PARK DISTRICT may cancel the procurement process at any time. All proposals become the property of the PARK DISTRICT. All information submitted in the proposal becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the PARK DISTRICT determines that cancellation is in the best interest of the PARK DISTRICT for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The PARK DISTRICT determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The PARK DISTRICT reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the PARK DISTRICT to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The PARK DISTRICT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the PARK DISTRICT.

## **20.0 CONFIDENTIALITY AND PROPRIETARY DATE**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

**21.0 COUNTY OBSERVED HOLIDAYS**

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\* Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

**EXHIBIT A**  
**COST PROPOSAL**

In accordance with Districts "**Request for Proposals**", the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, transportation and incidentals required for the Landscape & Synthetic Field Turf Maintenance Services as set forth in the Instructions to Proposers, General Requirements, Special Conditions, Proposal Documents, Contract Documents, and Scope of Work and to perform all work in the manner and time prescribed therein.

PROPOSER further declares that this proposal is based upon careful examination of the Districts facility and entire work site. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with District at the "All Inclusive" lump sum price set forth including appurtenant expenses, taxes, royalties, and fees as described in the Cost Proposal and Extra Work.

Landscape and Synthetic Field Turf Maintenance Services – Sport Field (Approximate Sq. Ft. 11000)	\$ _____ annually.
_____ Landscape Maintenance Services (Price in Written Word)	

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Signature: \_\_\_\_\_

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

**COST PROPOSAL – EXTRA WORK**

**Current Unit Cost**

**I. TURF MAINTENANCE**

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Mowing                      | \$_____/sf   |
| 2. | Mowing open space/park area | \$_____/acre |
| 3. | Edge & Trim                 | \$_____/sf   |
| 4. | Fertilization               | \$_____/sf   |
| 5. | Aerification                | \$_____/sf   |
| 6. | Thatching                   | \$_____/sf   |
| 7. | Weed Control                | \$_____/hr   |
| 8. | Pest Control                | \$_____/hr   |

**II. GROUND COVER, SHRUB & TREE MAINTENANCE**

- |    |  |            |
|----|--|------------|
| 1. | Edge & Trim                                | \$_____/sf |
| 2. | Weed & Clean-up                            | \$_____/sf |
| 3. | Fertilization                              |            |
|    | a. Soil Injections                         | \$_____/sf |
|    | b. Foliar Applications                     | \$_____/sf |
|    | c. Tablet or dry formulations<br>placement | \$_____/sf |
| 4. | Pest Control                               | \$_____/hr |

**COST PROPOSAL – EXTRA WORK - Continued**

**GROUND COVER, SHRUB & TREE MAINTENANCE - continued**

- |    |                    |             |
|----|--------------------|-------------|
| 1. | Pruning/Shrubs     | \$_____each |
| 2. | Pruning/Trees      | \$_____each |
| 3. | Vine Care          | \$_____each |
| 4. | Vegetation Removal | \$_____/sf  |

**III. PLANT MATERIAL (INSTALLED)**

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Annual Color (4" container) | \$_____each  |
| 2. | Ground Cover                | \$_____/flat |
| 3. | One (1) Gallon              | \$_____each  |
| 4. | Five (5) Gallon             | \$_____each  |
| 5. | Fifteen (15) Gallon shrubs  | \$_____each  |
| 6. | Fifteen (15) Gallon trees   | \$_____each  |
| 7. | 24" Box Tree                | \$_____each  |
| 8. | Seeded Turf                 | \$_____/sf   |
| 9. | Sodded Turf                 | \$_____/sf   |

**III. IRRIGATION MAINTENANCE**

- |    |         |              |
|----|---------|--------------|
| 1. | Repairs | \$_____/hour |
|----|---------|--------------|

**COST PROPOSAL – EXTRA WORK - Continued**

**III. OTHER REPAIRS**

- |    |                                  |                 |
|----|----------------------------------|-----------------|
| 1. | Concrete removal and replacement | \$_____/sf      |
| 2. | Block wall repair                | \$_____/lf      |
| 3. | Drainage (4")                    | \$_____/lf      |
| 4. | Trenching                        | \$_____/lf      |
| 5. | Block wall repair                | \$_____/lf      |
| 6. | Restroom Maintenance             | \$_____/sf      |
| 7. | Trash pickup                     | \$_____per acre |

**CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_  
Printed Name of Agent/Officer Name of Organization/Consortium

Hereby certify that \_\_\_\_\_,  
Name of Organization/Consortium

by submission of this proposal in response to the personal services RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title of Agent/Officer \_\_\_\_\_

**EXHIBIT B**

**BIDDER QUALIFICATION FORM – LANDSCAPE & SYNTHETIC FIELD TURF  
 MAINTENANCE SERVICES**

<b>Company Name</b>	
<b>Address</b>	
<b>Telephone number</b>	
<b>Cell number</b>	
<b>Fax number</b>	
<b>Contact Person</b>	
<b>Email Information</b>	
<b><i>Certificate of General Liability          Insurance; and</i></b>  <b><i>QAL Applicator Licenses; and</i></b>  <b><i>Workers Compensation          Insurance</i></b>  <b><i>Contractors License</i></b>  <b><i>COPIES <u>MUST</u> TO BE          INCLUDED IN PROPOSAL</i></b>	
<b>Supervisor</b>	
<b>Education/Qualifications of          Supervisor</b>	

**EXHIBIT C**  
**Bidders Reference Form**

**List three (3) recent references where you have performed similar Landscape & Synthetic Field Turf Maintenance Services within the past three (3) years.**

<b>WORK HISTORY</b>	
Name of Project	
Project Location	
Date Of Service	
Scope of Service	
Project Owner Name	
Contact Name, Telephone number and Email Address	

**PLEASE PROVIDE A COLOR PHOTOGRAPH**

**A SEPARATE SHEET IS TO BE PROVIDED FOR EACH REFERENCE**

**EXHIBIT D**  
**Landscape and Synthetic Field Turf Maintenance Services**

I have received the Addenda listed below:

<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____
<b>Addendum No.</b>	_____	<b>Date</b>	_____

**PROPOSER'S NAME:**

\_\_\_\_\_

**NAME/TITLE:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**TELEPHONE NUMBER:**

\_\_\_\_\_

**FAX NUMBER:**

\_\_\_\_\_

**RETURN WITH BID PROPOSAL**

**EXHIBIT E**  
**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Local Business**

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current SS2 form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_

Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous

Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_

Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

**Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.**

**EXHIBIT F**

**REPORTS AND SCHEDULES**

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. These reports must be detailed and thorough and may include but not be limited to the following:

- A. Suggestions for improving problem areas.
- B. Reports of work planned.
- C. Cost information to perform extra work for upgrading specific areas.
- D. Weekly Maintenance Schedule(s).
  - 1. Contractor shall provide a weekly maintenance schedule to the District.
  - 2. Notification of change in scheduled work must be received by the District at least 12 hours prior to the scheduled time for the work.
- E. Pesticide Use Reports
- F. Accident Reports
- G. Incident Reports
- H. Irrigation Reports
- I. Lighting Reports
- J. Play Equipment Reports
- K. Pest Control Recommendations
- L. Yearly Calendar of Maintenance Activities

The District reserves the right to add/modify/change any and all reports and schedule formats as necessary.

Contractor shall adjust his work schedule to compensate for all Holidays and inclement weather.

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**ATTACHMENT 1**  
**AGREEMENT**  
**(Sample)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between (INSERT VENDOR NAME), (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a political subdivision of the State of California, (herein referred to as "PARK DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Appendix A, Scope of Services, consisting of six (6) pages at the prices stated in Exhibit A, Cost Proposal, consisting of one (1) page, attachments 1, consisting of two (2) pages and attachment 2, consisting of three (3) pages.

**1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the PARK DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the PARK DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the PARK DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2017 with the option to renew for a period of one additional year, by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The PARK DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, COST PROPOSAL. Maximum payments by PARK DISTRICT to CONTRACTOR shall not exceed \$00,000.00 for the first year including all expenses. Thereafter, this agreement may be renewed for one additional year on an on-call, if needed basis only for additional services at a cost of \$0,000.00 per year including all expenses. The PARK DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Riverside County Regional  
Park & Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**Request for Proposal #PKARC-124**

Bid Issue Date: 01/31/12

**Closing Date: 02/28/12 @ 1:30 PM**

Phone: (951) 955-4308 Fax (951) 955-4795

Exhibit A, PARK DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the PARK DISTRICT. The PARK DISTRICT requires written proof satisfactory to PARK DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by PARK DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas CONTRACTOR services and be subject to satisfactory performance review by the PARK DISTRICT and approved (if needed) for budget funding by the Board of Directors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to PARK DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and PARK DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by PARK DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY PARK DISTRICT  
4600 Crestmore Rd  
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-124; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, PARK DISTRICT is not allowed to pay excess interest and late charges.

**3.4** The PARK DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of PARK DISTRICT funding from which payment can be made. No legal liability on the part of the PARK DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not

forthcoming for any reason, PARK DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Directors and the General Manager and/or his designee are the only authorized representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the PARK DISTRICT decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** PARK DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** PARK DISTRICT may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the PARK DISTRICT may proceed with the work in any manner deemed proper by PARK DISTRICT.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to PARK DISTRICT and deliver in the manner as directed by PARK DISTRICT any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to PARK DISTRICT.

**5.4** After termination, PARK DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit A and Exhibit B.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of PARK DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by PARK DISTRICT pursuant to this Agreement shall be the sole property of the PARK DISTRICT; and may be used by the PARK DISTRICT for any purpose PARK DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the PARK DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the PARK DISTRICT.

**7. Conduct of CONTRACTOR**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subCONTRACTOR having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the PARK DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the PARK DISTRICT's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to PARK DISTRICT employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the

PARK DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other PARK DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the PARK DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the PARK DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the PARK DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The PARK DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the PARK DISTRICT because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a PARK DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent CONTRACTOR**

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the PARK DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subCONTRACTORs) shall in no event be entitled to any benefits to which PARK DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold PARK DISTRICT harmless from any and all claims that may be made against PARK DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of PARK DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the PURCHASINGS's Compliance Contract Officer who shall furnish the decision in writing. The decision of the PURCHASINGS's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the PARK DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and PARK DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in

the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the PARK DISTRICT. CONTRACTOR shall provide to the PARK DISTRICT reports and information related to this Agreement as requested by PARK DISTRICT.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; PARK DISTRICT information or data which is not subject to public disclosure; PARK DISTRICT operational procedures; and knowledge of selection of CONTRACTORS, subCONTRACTORS or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the PARK DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the PARK DISTRICT, any such information to anyone other than the PARK DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The General Manager representative or designee, shall administer this Agreement on behalf of the PARK DISTRICT.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**PARK DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONTRACTOR**

VENDOR NAME  
ATTN: Name  
TITLE  
ADDRESS STATE ZIP

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the PARK DISTRICT may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the PARK DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the PARK DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the PARK DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PARK DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of PARK DISTRICT. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to PARK DISTRICT the appropriate form of dismissal (or similar document) relieving the PARK DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the PARK DISTRICT.

**21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the PARK DISTRICT to the fullest extent allowed by law.

**21.3** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to PARK DISTRICT pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to PARK DISTRICT of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for PARK DISTRICT the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

**22. Insurance**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the PARK DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

### **22.1 Workers' Compensation**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the PARK DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### **22.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name PARK DISTRICT, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name PARK DISTRICT, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

### **22.4 Professional Liability Insurance**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with

the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

## **22.5 General Insurance Provisions - All lines**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the PARK DISTRICT, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the PARK DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the PARK DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the PARK DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the PARK DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the PARK DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and

the PARK DISTRICT's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The PARK DISTRICT Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the PARK DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subCONTRACTORS working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the PARK DISTRICT.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of PARK DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by PARK DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of PARK DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing PARK DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by PARK DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the PARK DISTRICT on request; or at its option the PARK DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to PARK DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the PARK DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the PARK

Riverside County Regional  
Park & Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**Request for Proposal #PKARC-124**

Bid Issue Date: 01/31/12

**Closing Date: 02/28/12 @ 1:30 PM**

Phone: (951) 955-4308 Fax (951) 955-4795

DISTRICT to be in its best interest. The PARK DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The PARK DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to PARK DISTRICT data, information and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable PARK DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY OF RIVERSIDE**

PURCHASING DEPARTMENT  
2980 Washington St  
Riverside, CA 92504

**CONTRACTOR**

VENDOR  
ADDRESS  
CITY, STATE ZIP

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_