



**Request for
Proposal for
Landscape Maintenance Services
April, 2020**

Date of Issuance:	March 13, 2020
Pre-Proposal Meeting:	March 19, 2020 @ 10:00 a.m.
Questions & Request for Clarifications Due no later than:	March 23, 2020 by 3:00 p.m.
Answers & Clarifications Provided no later than:	March 26, 2020 by 3:00 p.m.
Proposal Due Date:	April 1, 2020 @ 2:00 p.m.

Submit Proposals to:
James Bean, Assistant Director of Operations
Beaumont-Cherry Valley Water District
560 Magnolia Ave.
Beaumont, CA 92223
Phone: (951) 845-9581

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1 Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite qualified Contractors (“Contractor”) to submit a Proposal (Proposal) to Beaumont-Cherry Valley Water District (BCVWD) for Landscape Maintenance Services at various BCVWD Facilities for a Contract Term of one (1) year with an optional, District approved extension of one (1) year (beginning April 1, 2020 until March 31, 2021 with an optional, District approved extension from April 1, 2021 until March 31, 2022).

BCVWD has several facilities located around its service area that require various degrees of landscape maintenance. In the past most of this work was handled either by District staff or on an “as needed basis” from our current contractor. The District has decided that all of the landscape maintenance should be handled by a single contractor under a single contract. This scope of work will provide the landscape contractor with an understanding of what each of the District’s site work requirements are and a time frame for completing these tasks.

1.2 Coverage & Participation

BCVWD reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount. In any event, BCVWD shall not be liable for any pre-contractual expenses incurred by any proposer or selected Contractor. Contractors shall not include any such expenses as part of the price proposed in response to this RFP. BCVWD shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP. BCVWD expressly reserves the right to reject any and all RFPs or to waive any irregularity or information in any RFP or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. BCVWD also reserves the right to award the Contract without discussion, based upon the initial RFP.

2 General Information

2.1 Original RFP Document

BCVWD shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Contractor’s submission, is grounds for immediate disqualification.

Said Proposals will be evaluated and results will be made public after the complete initial evaluation. BCVWD reserves the right to reject any or all Proposals and to waive any informalities or irregularities in any Proposal or in the Proposal process.

2.2 Schedule of Events

The tentative schedule (located on the Cover Page) applies to this RFP, but may change in accordance with the organization’s needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited Contractors.

3 Proposal Preparation Instructions

3.1 Contractor’s Understanding of the RFP

In responding to this RFP, the Contractor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to BCVWD as necessary to gain such understanding. BCVWD reserves the right to disqualify any Contractor who demonstrates less than such understanding. Further, BCVWD reserves the right to determine, at its sole discretion, whether the Contractor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to BCVWD.

3.2 Good Faith Statement

All information provided by BCVWD in this RFP is offered in good faith. Individual items are subject to change at any time. BCVWD makes no certification that any item is without error. BCVWD is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

3.3.1 Contractors' Inquiries. Applicable terms and conditions herein shall govern communications and inquiries between BCVWD and Contractors as they relate to this RFP.

Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Mr. James Bean
Beaumont-Cherry Valley Water District
560 Magnolia Ave.
Beaumont, CA 92223
Phone: (951) 845-9581
Fax: (951) 845-0159
E-mail: James.Bean@BCVWD.org

3.3.2 Formal Communications. Shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to March 16, 2020, 3:00 p.m. Inquiries for clarifications that will not require addenda may be submitted verbally at any time during this process.
- Errors and omissions in this RFP and enhancements. Contractors shall recommend to BCVWD any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Contractors shall recommend to BCVWD any enhancements, which might be in BCVWD best interests. These must be submitted in writing and be received prior to March 16, 2020, 3:00 p.m.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

3.3.3 Addenda. BCVWD will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda by March 19, 2020. All questions, answers, and addenda will be shared with all recipients via email. All addenda will be emailed to all invited Contractors and posted on the District website:

www.BCVWD.org

BCVWD will not respond to any questions or requests for clarification that require addenda, if received after March 16, 2020, 3:00 p.m.

3.4 Proposal Submission

Proposals must be sealed and delivered to:

Mr. James Bean
Beaumont-Cherry Valley Water District
560 Magnolia Ave.
Beaumont, CA 92223
Phone: (951) 845-9581
Fax: (951) 845-0159
E-mail: James.Bean@BCVWD.org

Deliver to: 560 Magnolia Ave.
Beaumont, CA 92223

on or prior to March 26, 2020, 3:00 p.m. BCVWD shall not accept Proposals received by fax or email.

NOTE: Please mark the outside of the envelopes with the following:

LANDSCAPE MAINTENANCE SERVICES PROPOSAL

3.5 Proposal Requirements

For your protection, make sure that you have fully read the RFP and understand all provisions, Contract Conditions and RFP Scope of Work before submitting the Proposal Form (Attachment No. 1). The terms of the Proposal Form (Attachment No. 1) are also incorporated in this RFP and will constitute as part of the Landscape Maintenance Services Agreement when fully executed by both parties.

The Proposal should be submitted in the following order:

1. Proposal Form (Attachment No. 1)

The Proposal Form must be completed in its entirety and used as the Cover Sheet. If Contractor elects to submit a Proposal for Option 1 Services (Sprinkler Maintenance), Contractor must complete Option 1 Section of this form.

2. Landscaping Maintenance Services Proposal Pricing Detail (Attachment No. 2)

The Landscaping Maintenance Services Proposal Pricing Detail must be completed in its entirety. If Contractor elects to submit a Proposal for Option 1 Services (Sprinkler Maintenance), Section 6 of the Landscaping Maintenance Services Proposal Pricing Detail must reflect Proposal prices for Option 1 Services.

3. Contract Conditions

Contractor must provide copies of all insurance and licensing requirements per the Contract Conditions included as part of this Request for Proposal.

4. Labor Compliance Requirements (SB 854)

No Contractor or subcontractor may be listed on a Proposal for a Public Works Project unless registered with the DIR pursuant to Section 1725.5 of the Labor Code, subject to the limited exceptions contained in Section 1771.1(a) of the Labor Code. No Contractor or subcontractor may be awarded a Contract for public work unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. The Project is subject to compliance monitoring and enforcement by the DIR.

5. Contractor's Requirements

Contractor must possess:

- Valid State of California State Landscape Contractor's License (C-27),
- Valid QAC License,
- State of California Pesticide Applicators License and
- All City, County, State Licenses Required.

4 SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials and supervision required to properly maintain the landscaped areas in an attractive condition throughout the terms of the Contract. The Proposal will include all irrigated landscaping areas as detailed on Figure 1 – BCVWD Irrigated Landscaping Areas Map (page 6). The Contract work will be performed at Beaumont-Cherry Valley Water District facilities.

1. LAWNS

The following procedures apply to lawns. Mowing shall be done on a weekly basis. All lawn maintenance (mowing; edging, and weed control) must be completed no later than 11:00 a.m., PST Tuesday, each week, preferably on Monday, **No Exceptions.**

Lawn must be maintained by the following: fertilization; irrigation and weed control.

Lawn is to maintain a green and healthy structure.

Equipment must be clean of foreign and invasive grasses and weeds.

1.1. MOWING

1.1.1. Contractor is expected to mow the lawns as often as necessary to keep the lawns in good condition. During the spring and summer months, lawns shall be mowed weekly, during the fall and winter months lawns are expected to be mowed at an “as needed basis” but not less than every other week.

1.2. FERTILIZATION (*Contractor is responsible for material and application*)

1.2.1. All lawns must be fertilized quarterly to maintain good health, vigor and color throughout the year and applied within the proper time delay. Fertilizers are required during the winter; spring, summer and fall seasons.

24-5-11: Turf Grow, or District approved equal, is required.

1.3. AERATION

1.3.1. Aeration shall and will be performed annually by the contractor to the maximum depth needed to make sure ground can absorb as much moisture as possible.

1.4. EDGING

1.4.1. All lawns shall be kept within designated areas and edging shall take place weekly.

1.5. SPRINKLER DAMAGES

1.5.1. See (Section 6.2.1)

2. GROUNDCOVER

2.1. EDGING

2.1.1. Groundcover shall be kept within designated areas. Invasive groundcover shall be kept at least six (6) inches from buildings and other structures.

2.1.2. Groundcover shall be prevented from invading shrubs or climbing trees.

2.2. FERTILIZATION (*Contractor is responsible for material and application*)

2.2.1. Plant material shall be fertilized four (4) times annually and where there are signs of nutritional deficiencies or a desire for additional growth.

3. TREES & SHRUBS

The following procedures apply to trees less than 15 feet in height.

3.1. PRUNING

3.1.1. All trees shall be pruned annually if necessary.

3.1.2. Shrubs: Trim Schedule A – All shrubs within the Trimming Schedule Area as indicated on the Exhibit 2 Legend, shall be trimmed and pruned as many times as necessary to achieve proper care. (Figure 1)

3.1.3. Shrubs: Trim Schedule B – All shrubs outside of the Trimming Schedule A Area as indicated on the Exhibit 2 Legend, shall be trimmed and pruned four (4) times per year as necessary, to achieve proper care and maintain existing size. (Figure 1)

3.2. FERTILIZATION *(Contractor is responsible for material and application)*

3.2.1. Trees and shrubs shall be fertilized four (4) times annually and where there are signs of nutritional deficiencies or for desired additional growth.

4. WEED ABATEMENT

Prior to use of chemicals on recharge facility grounds, Contractor must first provide submittals and Safety Data Sheet (SDS) for prior approval to an authorized BCVWD employee.

4.1. WEEDS (LAWN AREAS)

4.1.1. Weeds in lawn areas will be controlled by application of an approved pre- or post-emergent selective herbicide or hand pulling.

4.2. WEEDS (SHRUB & GROUNDCOVER)

4.2.1. Weeds in shrub and groundcover areas will be controlled by application of approved pre-emergent and post-emergent herbicide, hoeing or hand pulling.

Extra attention will be required where the shrubs meet the grass. Herbicides should be applied on a weekly basis to control this problem. This process must be applied by a state licensed applicator.

No Exceptions.

5. CLEANUPS

5.1. HARDSCAPES

5.1.1. All parking areas, sidewalks, around buildings, Noble Creek Recharge Facility Phase I and II interior roads, and bare grounds will be cleaned of plant debris.

5.1.2. All plant debris produced by Contractor shall be removed from the site on the service day.

The Contractor is required to pick-up all materials left behind on lawn and/or sidewalks. During the fall season, leaves and debris must be cleaned in parking lot areas.

6. IRRIGATION MAINTENANCE (OPTION 1)

BCVWD will reserve the right to include or exclude Irrigation Maintenance as part of this Contract.

6.1. SPRINKLER OPERATION *(The Contractor shall operate the irrigation system)*

6.1.1. It is the Contractor's responsibility to adjust/program the sprinkler system to apply water in accordance with plant requirements based on weather, soil conditions **and programmed to minimize runoff.**

Landscape Maintenance Services RFP

6.1.2. Water and power are to be supplied by BCVWD.

6.1.3. If possible, automatic controllers will be programmed to apply water at early morning hours before 6:00 a.m., to conform to periods of low traffic.

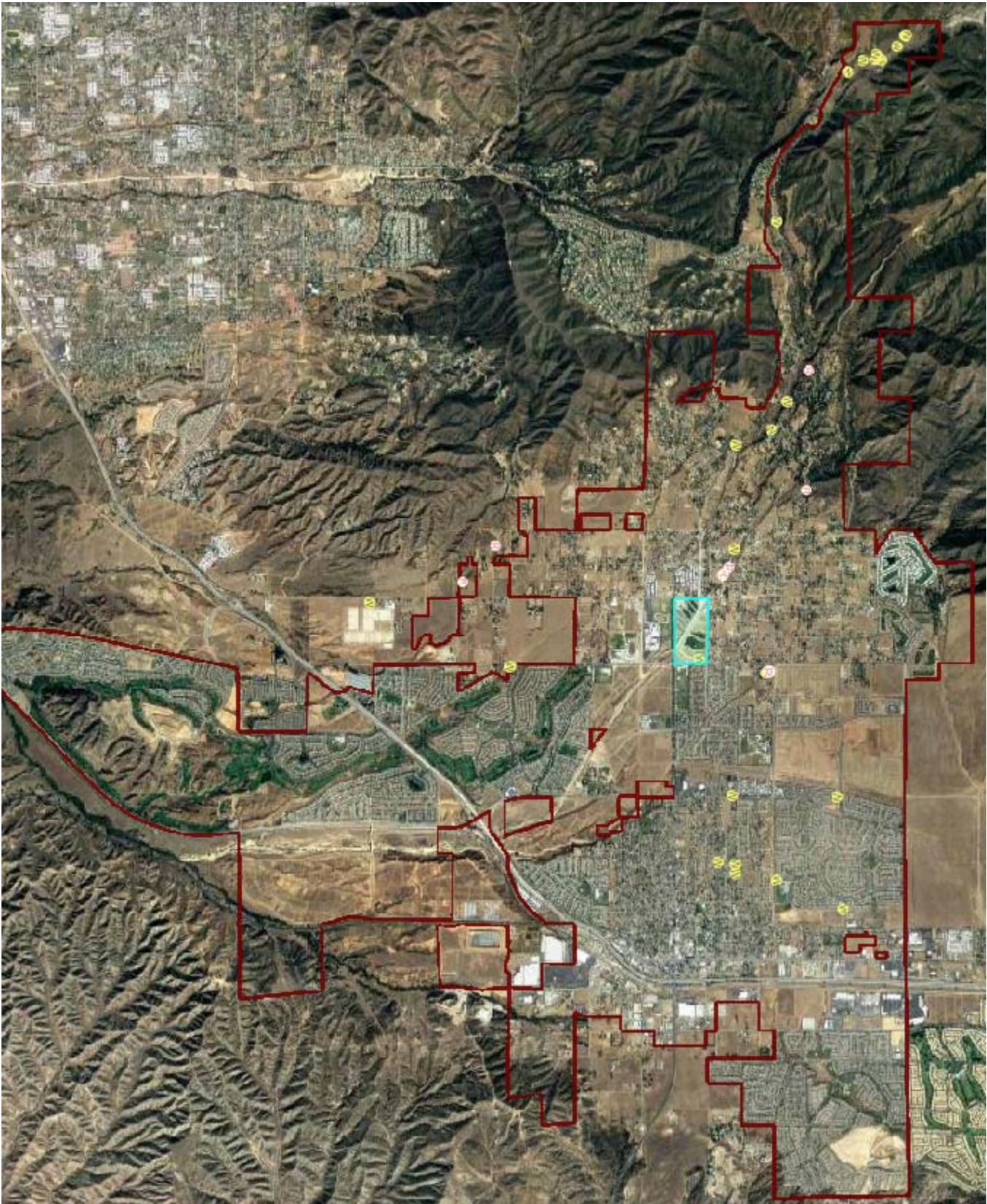
6.2. SPRINKLER CLEANING & ADJUSTING (*Contractor is responsible for cleaning & adjusting sprinkler heads*)

6.2.1. Damages to the sprinkler system caused by the Contractor will be brought to the attention of an authorized employee of BCVWD for prior approval of repairs. If Contractor is approved for the repairs a change order will be created.

5 CONTRACT TERM

Under this Contract BCVWD will grant to the awarded Proposal a term of one (1) year with an optional, District approved, one (1) year extension beginning April 15, 2020 until April 14, 2021 with an optional, District approved, extension beginning April 15, 2021 until April 14, 2022. Prior to the end of this Contract term BCVWD and Contractor shall evaluate current Contract costs and obligations in consideration of extending the Contract. In the event the Contract term is extended one year, a new Contract shall be executed. BCVWD reserves the right to terminate the Contract at any specific time. Contractor will be reimbursed for any cost incurred on maintenance that has not been paid at that time.

FIGURE 1 – BCVWD SERVICE AREA MAP



BID SCHEDULE 1

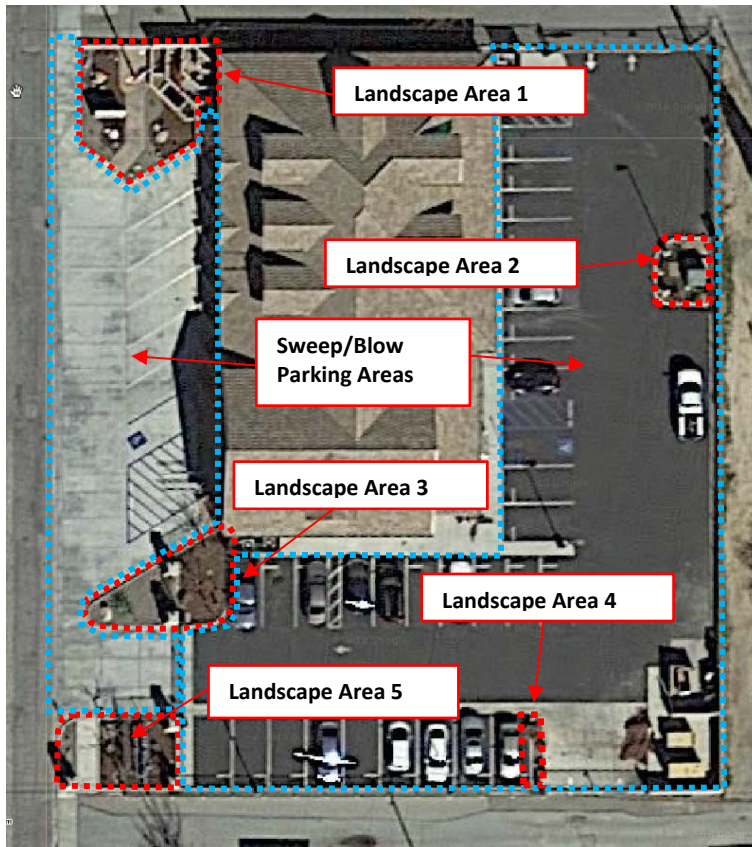
Site 1 – BCVWD Business Office Location – 560 Magnolia Avenue		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 1
Site 1 - BCVWD BUSINESS OFFICE

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat	X				
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					X
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 1
Site 1 BCVWD Business Office



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 2

Site 2 – Well Site 2		
Location - Southwest corner of 12th Street and Michigan Avenue		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed – April 15, 2020	- -
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

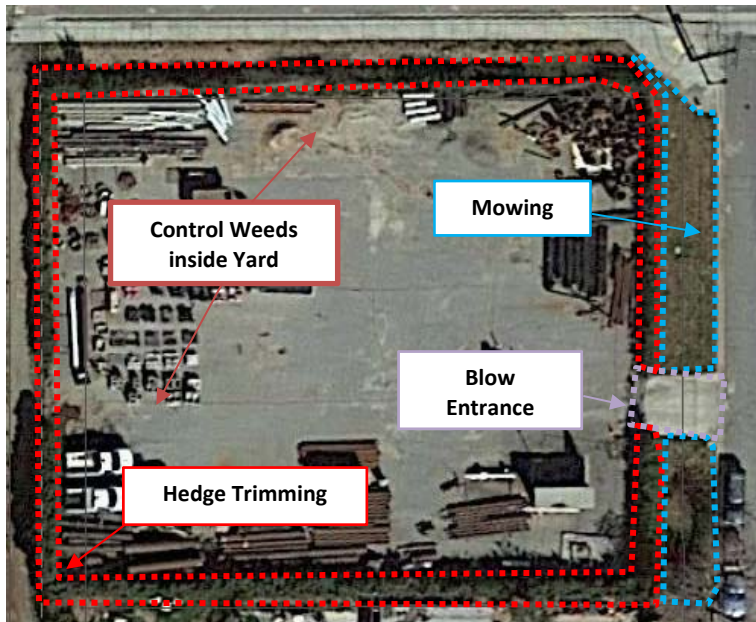
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 2
Site 2 - WELL SITE 2

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing	X				
2	Edging	X				
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize				X	
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 2
Site 2 – Well Site 2



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 3

Site 3 – Well Site 3		
Location – North of Michigan Avenue and 11th Street		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

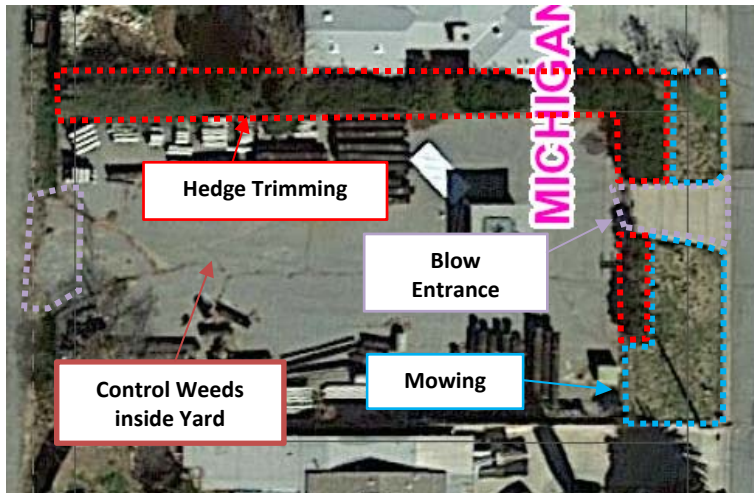
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 3
Site 3 - WELL SITE 3

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing	X				
2	Edging	X				
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize				X	
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 3
Site 3 – Well Site 3



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 4

Site 4 – Well Site 16		
Location – West of Noble Street and Vineland Street		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

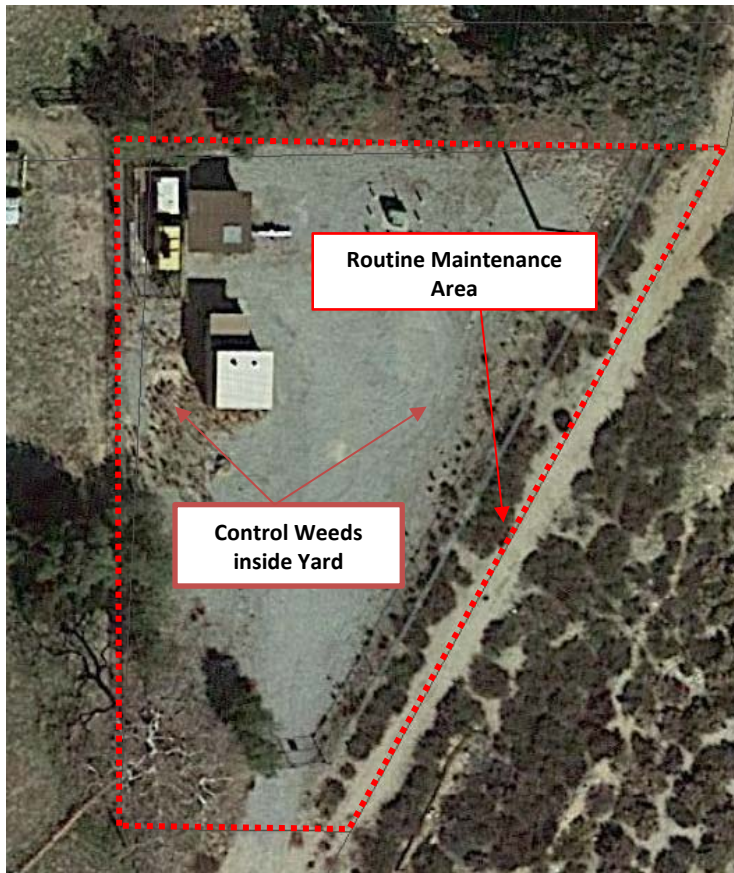
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 4
Site 4 - WELL SITE 16

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow					
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 4
Site 4 – Well Site 16



BID SCHEDULE 5

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Site 5 – Well Site 22		
Location – Northwest corner of Oak Valley Parkway and Michigan Avenue		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

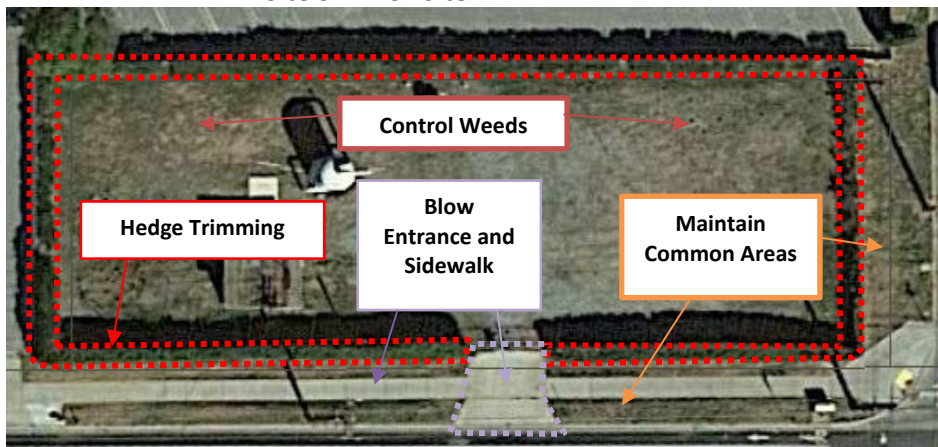
\$

Attachment 1
2020 BCVWD Landscape Maintenance RFP
Detailed Scope of Work and Service Frequency

Table 5
Site 5 - WELL SITE 22

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize				X	
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)	X				
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 5
Site 5 – Well Site 22



Note: The landscape at this facility is currently under construction. Landscaping will include two (2) Crape Myrtle bushes on the West Common area along Michigan Ave. with decorative decomposed granite (DG) in all common areas (along Michigan and Oak Valley Parkway). The inside of the Well 22 yard will consist of compacted class 2 base.

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 6

Site 6 – Well Site 24		
Location – East of Union Street and Brookside Avenue		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

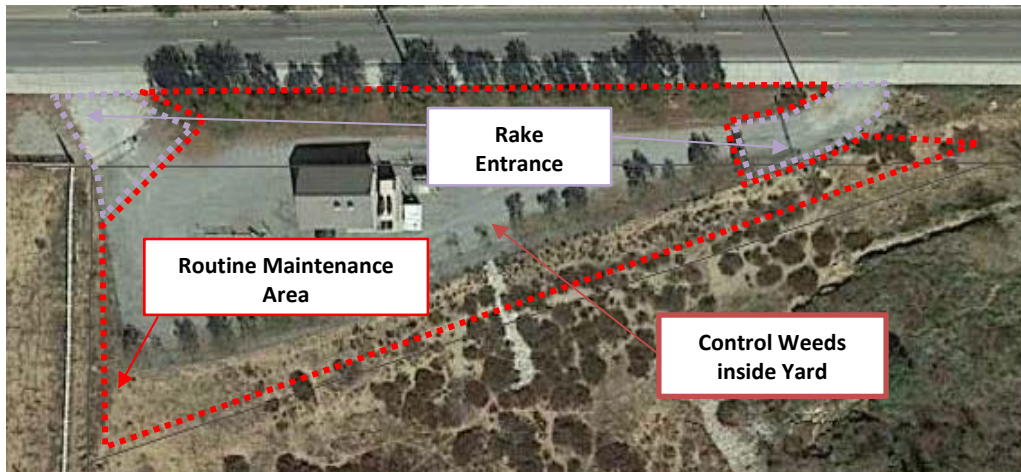
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
2020 BCVWD Landscape Maintenance RFP
Detailed Scope of Work and Service Frequency

Table 6
Site 6 - WELL SITE 24

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat		X			
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)	X				
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 6
Site 6 – Well Site 24



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 7

Site 7 – Well Site 25		
Location - North of Oak Valley Parkway and Star Light Avenue		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed – April 15, 2020	- -
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 7
Site 7 - WELL SITE 25

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges					
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 7
Site 7 – Well Site 25



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 8

Site 8 – Well Site 29		
Location – West of Hannon Road and Cherry Valley Boulevard		
Item	Description	Total Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 8
Site 8 - WELL SITE 29

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges					
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 8
Site 8 – Well Site 29



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 9

Site 9 – 2650 Pressure Zone Reservoir		
Location – North of Hannon Road and Cherry Valley Boulevard		
Item	Description	Monthly Amount
- -	Anticipated Authorization to Proceed – April 15, 2020	- -
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 9
Site 9 - 2650 PRESSURE ZONE RESERVOIR

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges					
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris			X		
14	Check / Clear Drains of Debris					

Figure 9
Site 9 – 2650 Pressure Zone Reservoir



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 10

Site 10 – 2850 Pressure Zone Reservoir (Vineland Tanks) Location – West of Noble Street and Vineland Street		
Item	Description	Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

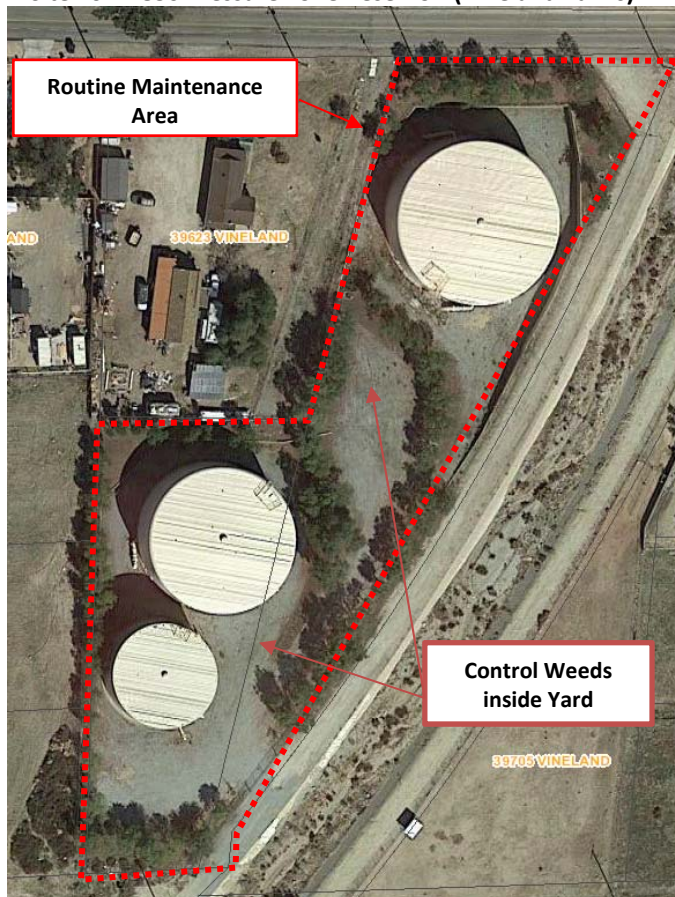
Total Site Amount for this Contract \$ _____
 (excluding site irrigation maintenance and repair)

Attachment 1
2020 BCVWD Landscape Maintenance RFP
Detailed Scope of Work and Service Frequency

Table 10
Site 10 - 2850 PRESSURE ZONE RESERVOIR (VINELAND TANKS)

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation			X		
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 10
Site 10 – 2850 Pressure Zone Reservoir (Vineland Tanks)



BID SCHEDULE 11

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Site 11 – 2750 Pressure Zone Reservoir (Cherry Tanks) Location – South of Brookside Avenue and Cherry Avenue		
Item	Description	Monthly Amount
- -	Anticipated Authorization to Proceed – April 15, 2020	- -
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

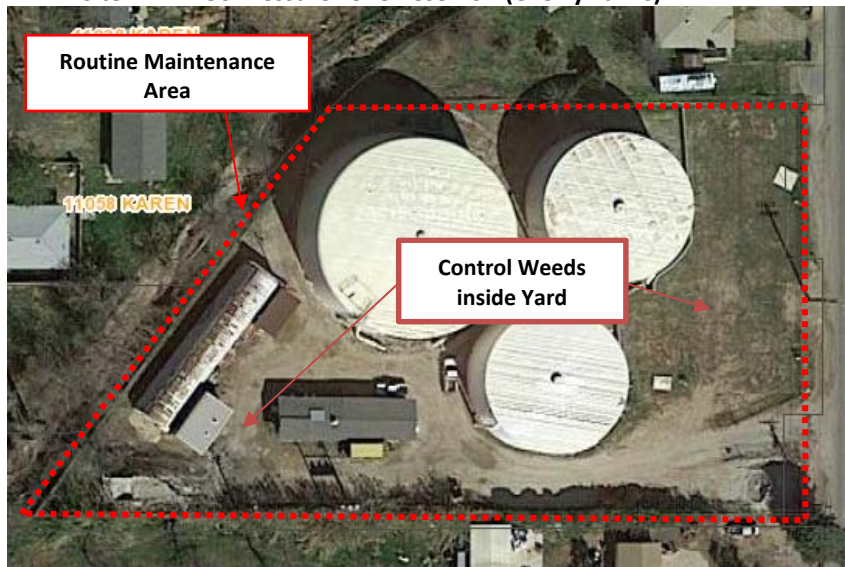
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 11
Site 11 - 2750 PRESSURE ZONE RESERVOIR (CHERRY TANKS)

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 11
 Site 11 – 2750 Pressure Zone Reservoir (Cherry Tanks)



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 12

Site 12 – Well 26		
Location – West of Carnation Ln and Snapdragon Way		
Item	Description	Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

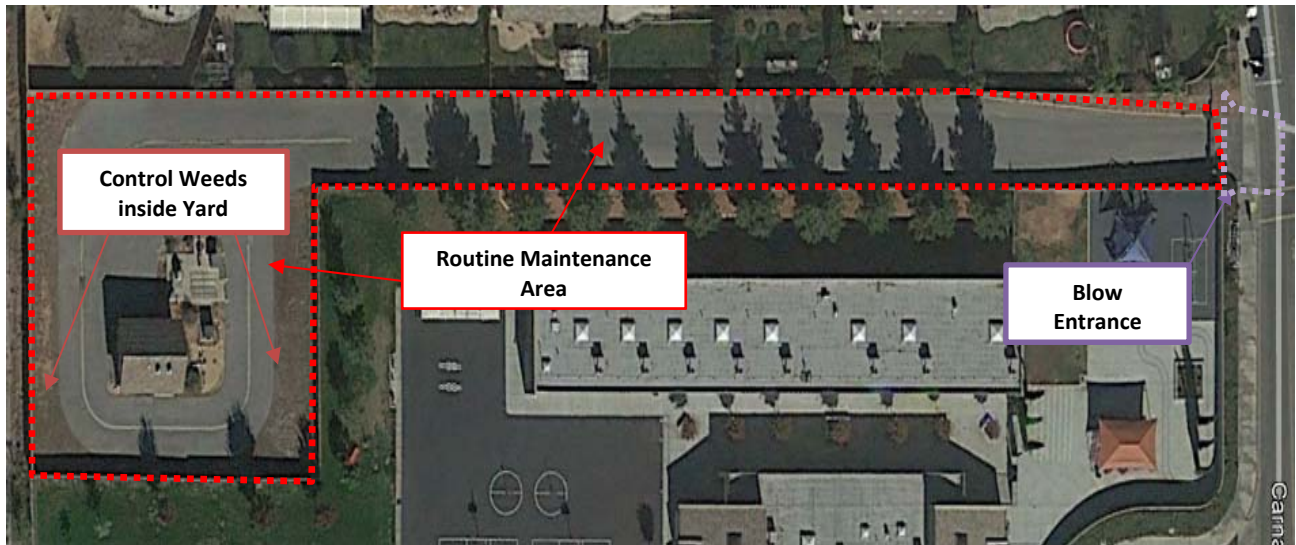
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
2020 BCVWD Landscape Maintenance RFP
Detailed Scope of Work and Service Frequency

Table 12
Site 12 – Well 26

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 12
Site 12 – Well 26



Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 13

Site 13 – 3040 Pressure Zone Reservoir (Noble Tank) Location – International Park Rd East of Ave. Altura Bella		
Item	Description	Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

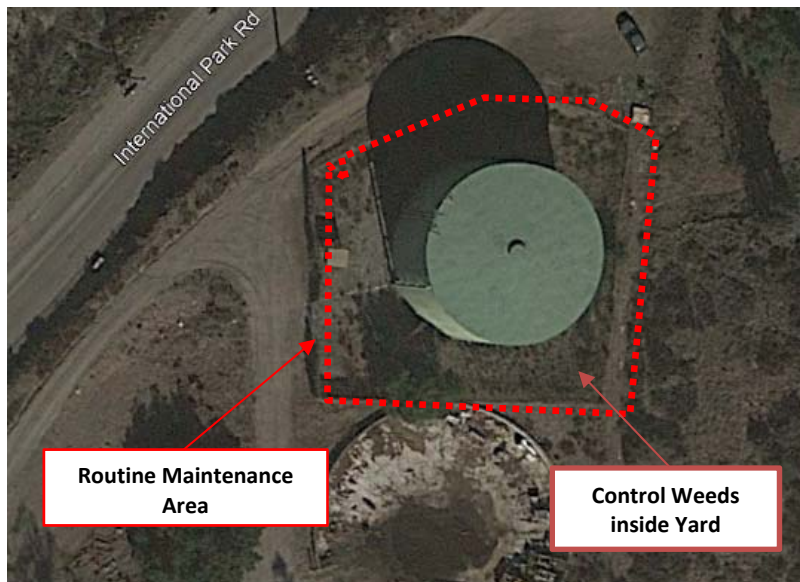
Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
2020 BCVWD Landscape Maintenance RFP
Detailed Scope of Work and Service Frequency

Table 13
Site 13 – 3040 Pressure Zone Reservoir (Noble Tank)

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 13
Site 13 – 3040 Pressure Zone Reservoir (Noble Tank)



NOTE: Construction on a second reservoir is expected to begin during the second half of 2020. The District reserves the right to discontinue or modify (reduce) maintenance activities at this location during construction. Should the District determine that Landscape maintenance is no longer needed at this facility, the reduction in maintenance activities and/or the cancellation of maintenance at the Noble Reservoir will be communicated in writing to the Landscape Maintenance Contractor.

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

BID SCHEDULE 14

Site 14 – 2750 Pressure Zone Reservoir (Cherry Tanks) Location – South of Brookside Avenue and Cherry Avenue		
Item	Description	Monthly Amount
--	Anticipated Authorization to Proceed – April 15, 2020	--
1	May 2020 – Landscape Maintenance	\$
2	June 2020 - Landscape Maintenance	\$
3	July 2020 - Landscape Maintenance	\$
4	August 2020 - Landscape Maintenance	\$
5	September 2020 - Landscape Maintenance	\$
6	October 2020 - Landscape Maintenance	\$
7	November 2020 - Landscape Maintenance	\$
8	December 2020 - Landscape Maintenance	\$
9	January 2021 - Landscape Maintenance	\$
10	February 2021 - Landscape Maintenance	\$
11	March 2021 - Landscape Maintenance	\$
12	April 2021 - Landscape Maintenance	\$
13	May 2021 - Landscape Maintenance	\$

Total Site Amount for this Contract \$
 (excluding site irrigation maintenance and repair)

Attachment 1
 2020 BCVWD Landscape Maintenance RFP
 Detailed Scope of Work and Service Frequency

Table 14
Site 14 – 3040 Pressure Zone (Highland Springs Reservoir)

Item #	Description	Occurrence				
		Weekly	Bi-Weekly	Monthly	3-Months	Semi-Annual
1	Mowing					
2	Edging					
3	Weed Eat			X		
4	Trim Bushes / Shrubs / Hedges				X	
5	Maintain / Adjust Irrigation					
6	Clear / Spray Weeds				X	
7	Sweep / Blow	X				
8	Litter Removal	X				
9	Fertilize					
10	Empty Trash Cans / Pet Waste					
11	Trim Trees / Adjust Staking					X
12	Maintain Gravel Paths (Rake)					
13	Check / Clear Ditches of Debris					
14	Check / Clear Drains of Debris					

Figure 14
Site 14 – 3040 Pressure Zone (Highland Springs Reservoir)



Attachment 2
Contract Bid Summary

Bid Summary Sheet (Bid Schedules 1 through 14)		
Bid Schedule	Description	Total Contract Amount for Each Bid Schedule (site) from Attachment B
1	BCVWD Business Office 560 Magnolia Avenue	\$
2	Well Site 2 Southwest corner of 12 th Street and Michigan Avenue	\$
3	Well Site 3 North of Michigan Avenue and 11 th Street	\$
4	Well Site 16 West of Noble Street and Vineland Street	\$
5	Well Site 22 Northwest corner of Oak Valley Parkway and Michigan Avenue	\$
6	Well Site 24 East of Union Street and Brookside Avenue	\$
7	Well Site 25 North of Oak Valley Parkway and Star Light Avenue	\$
8	Well Site 29 West of Hannon Road and Cherry Valley Boulevard	\$
9	2650 Pressure Zone Reservoir North of Hannon Road and Cherry Valley Boulevard	\$
10	2850 Pressure Zone Reservoir (Vineland Tanks) West of Noble Street and Vineland Street	\$

Bid Summary Sheet (Bid Schedules 1 through 14)		
Bid Schedule	Description	Total Contract Amount for Each Bid Schedule (site) from Attachment B
11	2750 Pressure Zone Reservoir (Cherry Tanks) South of Brookside Avenue and Cherry Avenue	\$
12	Well 26 West of Carnation Ln and Snapdragon Way	\$
13	3040 Pressure Zone Reservoir (Noble Tank) North International Park Rd and Easy of Ave Altura Bella	\$
14	3040 Pressure Zone Reservoir (Highland Springs Tank) Northeast of Bellflower Ave and Dutton St	\$

Summary of Bid Schedules 1 through 14
Possible Amount for this Contract \$ _____
(excluding site irrigation maintenance and repair)

We, the undersigned propose to provide the Beaumont-Cherry Valley Water District (District) with all labor, material, equipment, supervision and any other required service or cost to provide the services as outlined in the request for proposal (also see Attachments "B" and "E") and we understand that the District may choose to award all or some of the work related to the Bid Schedules set forth herein.

Grand Total for Bid:

Dollar Amount \$ _____

Written in words: _____

Submitted by: _____

Signature: _____

Company: _____

Attachment 2
Contract Bid Summary

Address: _____

City: _____

State: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Date: _____

California State Contractors License Number: _____

California State Department of Industrial Relations Number: _____

Department of Industrial Relations (DIR) Number:

**Attachment 3
References**

The following are the names, address and phone numbers for five references (preferable public agencies) for which BIDDER has performed similar work within the past three years: If additional space is required, please duplicate this sheet (do not write on the back)

1. Name: _____

Address: _____

Phone: _____

2. Name: _____

Address: _____

Phone: _____

3. Name: _____

Address: _____

Phone: _____

4. Name: _____

Address: _____

Phone: _____

5. Name: _____

Address: _____

Phone: _____

Attachment 4 – CONTRACT CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, they shall promptly notify Beaumont-Cherry Valley Water District in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Beaumont-Cherry Valley Water District authorized staff, the Contractor shall bear all costs arising therefrom.

Safety - In the performance of this agreement the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this agreement, and shall be made a condition of each sub-agreement which the Contractor enters into pursuant to this agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Cal/OSHA safety and health standards.

Indemnification - To the fullest extent permitted by law, Contractor shall immediately defend, indemnify and hold harmless Beaumont-Cherry Valley Water District, its directors, officers, employees, or authorized volunteers (collectively the District), and each of them from and against:

- a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Beaumont-Cherry Valley Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Beaumont-Cherry Valley Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Beaumont-Cherry Valley Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Beaumont-Cherry Valley Water District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of Beaumont-Cherry Valley Water District or its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the Beaumont-Cherry Valley Water District's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or

instituted against Beaumont-Cherry Valley Water District, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by Beaumont-Cherry Valley Water District, or its directors, officers, employees, or authorized volunteers.

- b) Contractors defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans With Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- c) Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
- d) Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Beaumont-Cherry Valley Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Beaumont-Cherry Valley Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Beaumont-Cherry Valley Water District, or its directors, officers, employees, or authorized volunteers.

INSURANCE REQUIREMENTS

Workers' Compensation Insurance - Contractor certifies that they are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and they will comply with such provisions before commencing the performance of the work of this agreement.

Workers' Compensation and Employer's Liability Insurance - The Contractor shall Provide, during the life of this agreement, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise

protected. The Contractor is required to secure payment of compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with Beaumont-Cherry Valley Water District certificates of its insurance protecting workers and shall provide certificates at any time upon request. Company or companies providing insurance coverage shall be acceptable to Beaumont-Cherry Valley Water District, if in the form and coverage as set forth in the Contract Documents.

Contractor shall assume the immediate defense of and indemnify and save harmless Beaumont-Cherry Valley Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Beaumont-Cherry Valley Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Beaumont-Cherry Valley Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit. The automobile liability policy is to contain, or be endorsed to contain the following provisions:
 - a. Pollution Liability - Broadened Coverage for Covered Autos using ISO Form CA 9948, or insurer's equivalent.
 - b. Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 - Form MCS 90.

3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured

Required Provisions - The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:

1. Beaumont-Cherry Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Beaumont-Cherry Valley Water District, its directors, officers, employees, or authorized volunteers.
2. 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, and Beaumont-Cherry Valley Water District insurance and/or deductibles and/or self-insured retentions or self- insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Beaumont-Cherry Valley Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Beaumont-Cherry Valley Water District.

Such liability insurance shall indemnify the Contractor and their sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or their sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Beaumont-Cherry Valley Water District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from Beaumont-Cherry Valley Water District. At the election of Beaumont-Cherry Valley Water District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by Beaumont-Cherry Valley Water District General Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-: VII or better.

Responsibility for Work - Until the completion and final acceptance by Beaumont-Cherry Valley Water District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. Beaumont-Cherry Valley Water District, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Beaumont-Cherry Valley Water District or be construed as relieving the Contractor or their subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Beaumont-Cherry Valley Water District.

The Contractor shall waive all rights of subrogation against Beaumont-Cherry Valley Water District, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Beaumont-Cherry Valley Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor Shall, upon demand of Beaumont-Cherry Valley Water District deliver evidence of coverage showing continuation of coverage for at least five (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Beaumont-Cherry Valley Water District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. The

Contractor shall, upon demand of Beaumont-Cherry Valley Water District, deliver to Beaumont-Cherry Valley Water District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Beaumont-Cherry Valley Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

Prevailing Wage – Effective January 1, 2015, the call for proposals and contract documents (including purchase orders) must include the following:

1. No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from the requirement for proposal purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

OTHER CONDITIONS

1. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of District.
2. Without the written consent of the District, this Agreement is not assignable by Contractor either in whole or in part.
3. Time is of the essence of this Agreement.
4. At any time during the term of this Agreement, the District has the right to terminate this Agreement provided Contractor is given a 30 day notice.
5. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. Unless notified to the contrary, in writing, the District assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
7. In the event that the terms of any attachment or exhibit conflict with any terms of this Contract Services Agreement, the terms of this Contract Services Agreement shall control.
8. Any action arising out of this Agreement shall be brought in Riverside County, California, regardless of where other venues may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

LANDSCAPE MAINTENANCE SERVICES

CONTRACT FOR PUBLIC WORK

Parties and Date

This Contract is entered into this ____ day of _____, 2020, between the BEAUMONT-CHERRY VALLEY WATER DISTRICT, a California Irrigation (Special) District (“District”), and _____ (“Contractor”), for the Work described as follows: “Landscape Maintenance Services.”

Consideration

In consideration of the mutual covenants hereinafter contained, District and Contractor agree to comply with the terms of this Contract and to faithfully perform their duties hereunder.

ARTICLE I. GENERAL PROVISIONS

Section 1. Standard of Performance:

Contractor shall use due care, skill, and diligence in the performance of its obligations under this Agreement. All work and services to be performed under this Agreement shall be performed in accordance with the best landscape maintenance practices and shall be in keeping with the high aesthetic level of the areas being maintained. The District shall inspect all maintenance operations at varying intervals and approve or reject the work performed and methods or materials used. The aforementioned conditions and requirements are to be performed by experienced individuals who exercise good judgement according to established landscaping practices set forth in the industry. Supervisory personnel shall be English speaking. Contractor shall possess an active and current Contractor’s License, C-27, which shall be maintained throughout the term of the Contract.

It is understood by Contractor that this project is to be a superior class job. All materials, preparation and application will be commensurate therewith. Contractor will staff projects only with experienced foremen and predominantly skilled craftsmen capable of fist-class workmanship.

Contractor shall provide at his own risk, cost and management, all labor, equipment, tools, hauling, dumping, taxes and other applicable business items needed in order to perform the landscape maintenance work on project.

Work will be done so that the grounds are maintained in a lush, healthy and attractive manner at all times in accordance with the accepted horticultural standards of the City of Beaumont and County of Riverside.

Section 2. Term of Agreement:

The term of this Agreement shall commence on the ___ day of _____, 2020, and will end on the ___ day of _____, 2021.

District may terminate this Agreement with or without cause upon thirty (30) days prior written notice by certified or registered mail. Contractor may terminate this Agreement with or without cause upon ninety (90) days prior written notice by certified or registered mail.

Section 3. Services to be Performed

In general, District areas to be maintained by Contractor are described within Attachment “B” of the 2018 BCVWD Landscape Maintenance RFP.

The specific maintenance responsibilities are more particularly set forth in Article III of this Agreement. The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and the terms of Attachments (1) and (2).

Section 4. Landscape Personnel

Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule, to the satisfaction of the District, all work required under this Agreement during the regular and prescribed hours. Contractor will provide District with an organizational chart of the management team, along with a description of their qualifications and position.

Section 5. Personnel Identification and Conduct

Contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the community. All employees of Contractor shall be in uniforms, consisting of shirts, slacks and cap, or appropriate protective gear, with distinctive company emblem(s) or I.D. markings. Any employee not in full uniform will be denied access to District Facilities.

All Contractor maintenance vehicles shall be marked with the company name and/or logo so as to identify the personnel working on the job. The District may require Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.

Contractor shall maintain on the job, at all times when its work is in progress, a competent superintendent fully authorized to act for Contractor. Such superintendent shall be cooperative with the District and all other Contractors.

Breaks and lunches may be taken on District sites, however Contractor shall ensure all trash/waste from said break and lunch is properly disposed of. No radios will be played on District facilities. Contractor and employees shall not utilize earbuds on District facilities to the extent that they will create a safety hazard. Contractor and employees are responsible for their own refuse and pick up.

Contractor agrees to provide sufficient manpower to fulfill its contractual obligation to complete said Agreement.

Section 6. Independent Contractor Status

Contractor has entered into this Agreement and is to perform the terms of the Agreement solely as an independent Contractor and is not in any way to be deemed a partner, joint venture, agent, associate or employee of the District.

Section 7. Equipment and Materials

Contractor shall provide and maintain all his own equipment. Contractor may store such equipment and materials at a location of his choice, but, under no condition, shall such equipment and material be maintained on the grounds within District facilities or in a District building without prior written consent of the District.

Section 8. Compensation

As consideration for performance of the work required herein, District agrees to pay Contractor the total contract amount of \$_____ provided that such amount shall be subject to adjustment pursuant to written change orders signed in advance by District.

Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available to interested parties upon request. If the total amount of this Contract is \$1,000 or more, Contractor agrees to pay such prevailing rates to each workman needed to execute the work required under this Contract and further agrees to comply with the penalty provisions of Section 1775 of the Labor Code. In the event of its failure to pay prevailing rates, Pursuant to Section 1727 of the Labor Code, all wages and penalties withheld for failure of Contractor to pay such per diem wages shall be transferred by District to the State Labor Commissioner for disbursement, should Contractor fail to bring suit for recovery within ninety (90) days after completion of the Contract or acceptance of the work.

Contractor shall pay travel subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

Contractor is advised that eight (8) hours of labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In accordance with the requirements of Labor Code Section 1776, Contactor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or keep payroll records containing the same information required by such forms, and shall make any such records available for inspection.

Contractor shall keep himself fully informed of all laws and regulations in any manner affecting the performance of the Contract work, and shall indemnify District and District's agents against any liability arising from violation of any such law or regulation.

Section 9. Additional Services

Any additional services not discussed in this Agreement will only be compensated if Contractor provides a written estimate/bid of proposed extra services prior to the commencement of such services and the Board of Directors, or its agent, authorizes such work in writing. Such additional work shall be considered a separate agreement subject to the general terms of this Agreement.

Contractor shall at no time perform any services or work outside the scope of this Agreement without first submitting a written bid and obtaining written approval from District. Charges for such additional work not included under this Agreement shall be detailed in the request and provided to the District.

Contractor will only be compensated for this additional work or extra services if the written request is provided prior to the commencement of such services and the Board of Directors, or its agent, authorizes such work in writing. Directives for any additional services received by Contractor from an authorized District representative shall be set forth in writing to Contractor and will be subject to the same requirements as set forth herein.

Section 10. Right to Contract with Other Entities

The District has the right to enter into Agreements with other entities for any services not covered within the Agreement.

Section 11. Payment:

Contractor shall submit monthly payment invoices to District at the end of each calendar month during the term of the Contract. All payment invoices shall be subject to approval by the District prior to payment by the District. Such payment invoices shall be made in accordance with Section 20104.50 of the California Public Contract Code, requiring District to make a determination of suitability of the payment request within seven (7) days of receipt of such request and further requiring District to make payment on properly submitted monthly payment invoices within thirty (30) days in order to avoid interest payments to the Contractor upon such amounts. Under no circumstances will invoices be paid for work not rendered. Payment may be withheld pending receipt by the District of labor or backup.

- A. Partial Withholding of Payment: In addition to the other remedies set forth in this Agreement, District may withhold up to ten percent (10%) of the base monthly fee for failure of the Contractor to perform as provided under this Agreement. Upon withholding of any sums, the District shall hand deliver or send by certified mail to Contractor notice of the amount being withheld and explanation as to what items the Contractor has failed to properly perform. Within fifteen (15) days of receipt of notice, Contractor shall correct the deficiencies. In the event the work is not or cannot be corrected, the District may contract with an outside entity to make the necessary corrections. It shall be the burden of the District to demonstrate that Contractor has failed to properly perform under this paragraph. Under no circumstances will invoices be paid for work not yet rendered.

Section 12. Work Schedule:

Contractor shall comply with all City, County or Federal ordinances governing work hours. Saturdays can be considered regular working days if approved by District, to the degree work does not involve equipment noise or disruption to nearby homeowner's privacy and serenity.

Emergency repairs will be expected on weekend days and holidays that are not part of the routine work schedule, all emergency calls will be at the discretion of the District representative. Twenty four (24) hour emergency service is provided at no additional charge to District, and response time will be no longer than sixty (60) minutes from the receipt of the call. All trip charges are to be included in the Contract price.

Rain days will automatically dictate additional man hours to make up for lost time, if necessary, at no additional cost to the District.

Section 13. Business Licenses

As a condition precedent to the District's obligation to perform under the Agreement, Contractor shall obtain and produce a copy of its current business license for the City of Beaumont and/or County of Riverside. If said business license expires, is revoked, suspended or is not renewed, the District shall cease to become obligated under this Agreement.

Contractor shall maintain a current pest control/spraying license and a valid State Contractor's license C-27. Contractor shall secure and maintain all additional local, State and Federal licenses as necessary and/or required.

Section 14. Restoration of Property

In the event Contractor causes damage during the course of the work performed under this Agreement to any property of the District, or to other work on the property, the Contractor shall promptly remedy such damage and repair such damage or pay for the cost of repairing such damage.

Section 15. Governing Law and Entirety of Agreement

This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire Agreement between the parties regarding the subject matter. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. If any provisions in this Agreement are held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Contractor shall comply with all applicable Federal, State, County, and City statutes, regulations and ordinances, including but not limited to the Immigration Reform and Control Act of 1986.

Section 16. Assignment Restrictions

Contractor may not assign the Agreement to another company without prior written approval of the District. Such approval shall not be unreasonably withheld.

Section 17. Objections to Personnel

The District has the right to object to an employee of Contractor. Upon written objection to Contractor regarding said employee, Contractor shall replace said employee with a replacement. District agrees that such right shall not be imposed unreasonably.

Section 18. Limitation on Liability

Contractor shall be responsible for damage proximately caused by an act of God within the meaning of Section 4150 of the Government Code only to the extent of five percent (5%) on the contract amount.

Section 19. Trash Removal/Clean Up

Contractor shall maintain all work areas in a clean and safe condition. Contractor shall promptly remove debris created and collected as a result of its work on a daily basis, including, but not limited to debris created by pruning, trimming, weeding, edging and other work required under this Agreement.

Contractor shall clean, with suitable equipment, public and/or private streets, walks, driveways and paved areas immediately after working in the areas and at such other times as may be required by the District. All sidewalks and driveways are to be kept clean and free of debris at all times. Such areas are not "holding areas" for tools and equipment. Care must be taken to prevent equipment from dripping foreign materials (grease, diesel, gas, oil, etc.), causing turf or vegetation damage or harm or discoloration to hard surface areas, including streets.

Section 20. Inspection and Work Orders

Job supervisor shall check with District at least twice a week to pick up any and all work orders. All work orders will be completed within two (2) working days (unless circumstances require more time) and shall be returned to District on the same day as completed. If more time is required, Contractor must obtain approval from the District.

Supervisors will be available to inspect project with the District Representative on a regular basis to be agreed upon by District and Contractor. Supervisors will be available for meetings with the District Representative at least once a month. District shall have the authority to call meetings with Contractor as necessary with at least forty-eight (48) hours notice.

All action items on the inspection reports and/or walk-throughs shall be completed by Contractor within five (5) working days. All reports and walk-throughs will be returned to District with written comments and details as to corrections within five (5) working days.

Section 21. Liability for Damage and Destruction

Contractor assumes liability for fire, theft, accident or any other damage or loss to Contractor's supplies, materials, and equipment or of any personal property or belongings of its employees. All portions of the existing structures or facilities, including lighting, drainage and irrigation systems, which are damaged or altered in any way as a result of the performance of work under this specification during the term of this Agreement, shall be repaired or replaced in kind, subject to final approval of the District.

All work of this kind shall be performed by Contractor at no cost to District and shall be accomplished as directed by District. Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed.

The District shall be notified within twenty-four (24) hours, of any damage caused by accident, vandalism, theft, acts of God or mysterious causes, and shall follow up notification within four (4) working days with a written description of the problem and steps taken, if any, to rectify the problem.

Section 22. Access Responsibility

The District owns facilities which are fenced and/or gated; and in some cases located within another parcel with easement(s) for ingress/egress and/or maintenance. The contractor shall be provided with keys or access codes to said facilities. The Contractor shall be responsible for provided keys and access codes and will not copy keys or provide access codes to any unauthorized individual(s). It shall be the responsibility of the Contractor to secure each site upon entrance and exit of the facilities; and Contractor shall protect themselves and the District from unauthorized access by properly securing each site.

Section 23. Dispute Resolution

The parties agree that in the interest of economy, speed and continued good relationships, any question arising out of the operation of this Agreement which the parties cannot resolve between themselves, shall be referred to Binding Arbitration under the rules of the American Arbitration Association. The arbitrator shall be entitled to award the prevailing party reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

Section 24. Attorney's Fees and Costs

If any action is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to recover from the losing party attorney's fees in an amount determined to be reasonable by the court, together with costs and necessary disbursements.

Section 25. Emergency Services

Subject to the specific terms set forth in Section 12, Contractor agrees to respond to emergency calls within twenty-four (24) hours, seven (7) days a week where a delay in corrective action could result in danger to a life or risk physical damage to the District's property.

Section 26. Areas Covered by Agreement

District will notify Contractor in writing if new areas are added to this Agreement. Contractor will respond with a written bid based on the current Agreement with District within two (2) weeks of receipt of said notice. The new areas of responsibility will be reflected in Contractor's invoices.

Section 27. Communication

Job supervisors (foremen) and the project supervisor shall, at ALL times, have radios or cellular phones to ensure adequate and timely communication between the District and themselves.

Project supervisor shall inform District before leaving the project for any reason. Supervisor is to inform District as to his/her approximate time of return and leave the name of the next in charge (who must have a radio or cellular phone).

ARTICLE II INSURANCE AND INDEMNIFICATION

Section 1. Insurance

Contractor shall, at its own expense, maintain at least the following insurance coverages throughout the performance of this Contract:

- A. Worker's compensation insurance coverages for all persons employed or to be employed in the performance of this Contract, which insurance shall at all times be maintained in strict accordance with the requirements of the current California Worker's Compensation Insurance Laws.
- B. General commercial liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate insuring Contractor and naming District as an additional insured for all claims for bodily injury, personal injury and property damage, arising out of or in connection with any operations under this Contracts.
- C. Comprehensive Automobile Liability (including hired and non-owned vehicles) with California no-fault coverage, with minimum limits for bodily injury of \$500,000 each person and \$1,000,000 each accident and with minimum limits for property damage of \$500,000 each accident.
- D. Course of construction insurance with a limit of liability equal to the full contract amount, unless waived in writing by District.

Prior to commencement of any work under this Contract, Contractor shall obtain and furnish to District a Certificate of Insurance as to each type of insurance required, which certificate shall be on the form provided to Contractor by District.

Contractor shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until same is fully completed and accepted by District.

Section 2. Indemnification

Contractor agrees to indemnify the District and hold the District harmless from any and all claims against the District which are due to Contractor's negligence, neglect or unauthorized conduct. Such indemnification shall include, but is not limited to, special, general and consequential damages, court costs, and all other reasonable attorney's fees associated with the settlement of a claim. Contractor agrees, pursuant to the aforementioned conditions, to likewise indemnify the District for all acts of Contractor's subcontractors.

Contractor further agrees to indemnify the District and hold it harmless from all claims against the District for liens or mechanics liens which arise due to the conduct of the Contractor, its agents or employees.

ARTICLE III. PRACTICAL SPECIFICATIONS FOR CONTRACT MAINTENANCE

Section 1. Scope of Work and Job Performance

Contractor shall furnish all horticulture supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the contract period.

Notwithstanding the Specific guidelines set forth in this Agreement, it shall be the duty of Contractor to maintain the project in a first-class condition. These guidelines are not intended to be construed to limit specific actions by Contractor.

Section 2. Gardener's Maintenance Responsibilities

Each gardener is to service all site locations within his or her assigned work within the time intervals specified in Attachment (1). Contractor shall provide gardeners as needed. The gardener's duties shall be to trim shrubbery, cultivate beds, weed, clean, and perform all tasks generally associated with his job. At no time shall Contractor use the regular gardening employees for other tasks such as tree trimming, flower planting, etc. Contractor shall not give his employees too large of an area to maintain which could result in poor workmanship or non-completion of work. Maintenance gardeners will be expected to:

- A. Report any irrigation problems in their area to their foreman, who will in turn report it to the District.
- B. Maintain the soil grade level in beds so that dirt does not enter the streets and lawns. The gardeners shall maintain a "trough" or edge around all beds where they are adjacent to streets, walks, and lawns so that runoff of water and dirt is minimized;
- C. All hard surfaces are to be left in a "broom swept" condition and all lawn areas are to be raked free of dirt and debris after gardening work is completed; and
- D. Clean all street gutters within site frontage, as necessary, with shovel and broom as part of their normal course of work.

Section 3. Lawn Maintenance

- A. Mowing and Edging: All lawn areas within District Facilities shall be mowed weekly during the active growing season, and as needed during other seasons to maintain a neat appearance and as further described in Attachment (1) of the 2020 BCVWD Landscape Maintenance RFP. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season. Mower height is to be adjusted seasonally to avoid burn-out of grass. Contractor will change mowing patterns frequently (wherever possible) to minimize ruts in the turf.

The mowing schedule may be changed at the discretion of the District with two (2) weeks written notice to Contractor. Mowing is to be conducted using appropriate machines for the type of grass being mowed. All mowers must have catching attachments.

Same day as mowing, all turf areas shall be edged where defined by surrounding elements: curb line, mailboxes, planter beds, sidewalks, driveways, etc. Edging is to be done by hand or power

edger. Weed-eating shall be done to those areas not accessible to an edger or where the edger may cause damage (i.e. wood bed edging and patio tiles). All turf area drain inlets and valve boxes will be weeded on a weekly basis.

- B. Fertilization: All turf areas shall be fertilized 2-4 times per year depending on the type of fertilizer used and the area to be fertilized. Contractor will work with District to choose the proper fertilizer and application rates. Fertilizers shall be applied so that staining of hard surfaces will not occur. Excess fertilizer will be removed from hard surfaces before irrigation is turned on. Coordination with the District shall occur prior to fertilizer application. NO IRON PRODUCTS will be used unless properly supervised during application and cleanup. All labor and equipment necessary for the application of fertilizer will be ordered and paid for by the Contractor.

Fertilizers shall be ordered and paid for by the District, however, the material costs shall be a part of the Contract Bid.

- C. Weed-Control:

Pre-emerge: Contractor shall supply all labor and equipment necessary to apply pre-emergent herbicides to the turf areas, whether granular or speakable products are used. These products shall be applied in January through March (depending on weather conditions) at the manufacturer's suggested rates for the control of broadleaf weeds. Contractor shall work with District to determine the best product to use.

Post-emerge: Contractor shall supply all labor and equipment necessary, at his expense, to apply post-emergent herbicides to all turf areas (on an as needed basis). Contractor shall work with District to determine the best product to use.

Emergents shall be ordered and paid for by the District, however, the material costs shall be a part of the Contract bid.

Section 4. Shrub/Hedge/Brush Care

- A. Maintenance: Dead blossoms are to be removed from booming flowers as needed. Dead plants/shrubs are to be removed as necessary. Note: If dead plants/shrubs are removed without the direction of District, Contractor is to inform District in writing within forty-eight (48) hours so that a determination can be made as to its replacement.
- B. Replacement: Subject to bidding and written approval requirements set forth herein, District will pay for necessary plant material. Contractor shall provide all labor and equipment necessary to install plants/shrubs at no additional charge to District.
- C. Pruning: All shrubs, bushes, plants and vines shall be pruned as necessary to maintain the natural form of the plant; to promote better and more frequent flowering of plant; obtain growth within space limitations; and to eliminate damaged or diseased wood. The "natural" state, however, shall not become a hazard along walkways or driveways. All plant material (excluding espaliered vines) will be pruned 4" to 6" away from all walls.

Contractor will work with District on the “look” required by District for the different plant materials on the project. All trimming material generated as a result of this maintenance is to be removed on a daily basis.

1. Natural vs. Formal/Hedged: Some plants will be trimmed formally. Examples are: ligustrum, boxwood, and ilex, in tight places, around vaults, confined areas, and to screen an area.

Growth retardant (PGRs) may be used on pruned shrubs and vines. Contractor will be responsible for any damage, burning or death of a plant as a result of use of PGRs.

Contractor is responsible for the proper and safe use of any and all chemicals. Contractor is to provide all labor and growth retardant chemicals at his expense.

- D. Weed Control: Maintain shrub beds reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible. Avoid frequent soil cultivation to maintain pre-emergent effectiveness and root health. Control weed growth within all routine maintenance areas adjusting both weed eating frequency and herbicide application frequency in accordance with Attachment (1) and increasing frequency, as needed, to keep all routine maintenance areas reasonably free of weeds.

1. Pre-emerge: This type of control should be used only if a known weed problem warrants usage.
2. Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

- E. Fertilization: All bed areas shall be fertilized 2-4 times per year with the appropriate fertilizer. Contractor will work with District to choose the best product and methods to use. Fertilizer is to be applied so that there is no staining of surrounding hard surfaces

Contractor shall provide all labor and equipment, at his expense, necessary to accomplish the work. Contractor shall notify the District, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

1. Location and exact date the fertilizer application will be performed.
2. Type of fertilizer (with N-P-K) and method of application to be used.
3. Safety Data Sheet (SDS) provided to the District for all products applied.

Section 5. Tree Maintenance

All tree work including, planting, trimming, and removals will conform to the American National Standard ANSI 300.

- A. Pruning/Trimming: All trees shall be trimmed and “opened up” to allow the wind to pass through. Trees will be trimmed to ensure an attractive appearance and to prevent branches from overhanging onto walks, driveways, streets, roofs or anywhere that they would become a danger or nuisance. Sucker growth and dead wood shall be removed.

Trees that are blown over and broken or uprooted by storms are to be inspected by Contractor and District. Contractor will re-stake, remove, trim and/or replace those trees up to five (5) per incident, at his expense. District will pay for any materials needed, including the cost of the replacement trees. In the event that more than five (5) trees are lost in one storm, District reserves the right to obtain outside bids for all downed trees over that number.

The maintenance and trimming of all trees and palms shall be the responsibility of Contractor. Notwithstanding the foregoing, District shall be responsible for trimming of any trees which are over 15 feet in height and reserves the right to obtain outside bids for such work. Contractor shall be responsible for trimming of all trees under 15 feet in height. As per separate work order, the District may request a proposal from the Contractor to perform maintenance and trimming of trees in excess of 15 feet of height.

Contractor is responsible for the labor to remove and replace any tree that is dead, causing damage, poses a liability, blown over or becomes a nuisance regardless of height or location. Contractor shall consult with District prior to removing any trees. Contractor shall be responsible for the trimming of all trees on an as needed basis. Some trees may need trimming more than once a year.

Contractor and District will agree upon a schedule for tree trimming, including a breakdown for different varieties, within thirty (30) days of any tree trimming.

- B. Staking: On a regular basis, stakes are to be inspected, adjusted or removed as necessary. When tree(s) attain sufficient growth to support itself, the stakes are to be removed. Certain trees will need to be "guyed" to maintain correct vertical growth. Contractor will provide all labor and equipment to perform this action.

Section 6. Light Fixtures

Contractor will repair and/or replace any lighting fixture that is broken by his crew, including but not limited to junction boxes, knuckles, bulbs, conduit and the fixture itself. The repairs are to be completed within forty-eight (48) hours from the time the damage occurred. If repairs are not completed within said period of time, District will perform the repairs and bill Contractor.

Section 7. Mulched Areas

Mulched areas will be inspected weekly and man-made debris removed. Raking will be done with a frequency that will produce a consistent appearance. Weeds and grasses shall be controlled with recommended, legally approved herbicides.

Contractor shall provide all labor and equipment necessary to mulch, aerate, cultivate, rototill and/or turn the beds. District will purchase all mulches and/or soil amendments for the beds. Contractor and District will agree on the types of amendments and methods of applications.

Section 8. Irrigation System

Any damages to system caused by Contractor's equipment or carelessness while carrying out maintenance operations, shall be repaired without charge. Where practical, repairs shall be made within one (1) watering period. Contractor shall regularly inspect the irrigation system to determine whether repairs are necessary to avoid over- or under-watering and/or waste and shall make such adjustments or request authorization to make repairs as necessary.

Section 9. Insect and Disease Control

As required, Contractor is to provide all labor and equipment necessary for the control of insects, fungal activity, snails, diseases, mites or any pest that is injurious to the landscape (including gophers). All pesticides will be used under the supervision of state licensed personnel. All chemicals are to be applied in accordance with its label and all instructions will be followed for its proper and safe use. District will pay for all chemicals and pesticides (except PGRs).

Contractor shall use all caution to protect humans, animals, and water sources from possible toxic effects of materials used and shall be responsible for providing any notices required by law.

Section 10. Schedule of Application

To the extent not already addressed within Attachment (1) of the 2020 BCVWD Landscape Maintenance RFP within thirty (30) days of the start of this Agreement, Contractor shall provide a yearly schedule of applications detailing the anticipated dates, type of fertilizers, herbicides, pesticides, fungicides, etc., that will be used and the amounts to be applied for each defined area. This schedule is also to include manpower cycling, tree trimming, soil aeration, etc.

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

(Contractor)

By

Title

Contractor's License Number & Classification

ATTEST:

Secretary

**BEAUMONT-CHERRY VALLEY
WATER DISTRICT**

By

Daniel K. Jagers
General Manager

ATTEST:

Secretary to the Board

CERTIFICATION

LABOR CODE – SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of this Contract.

Contractor

By:

Title:
