

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
James Perry, Park Services Manager

Date: June 16, 2022

Subject: Landscape Maintenance Services Contract for District Parks

Introduction/Background:

In June 2017, the Advisory Board of Directors unanimously approved a Landscape Maintenance Services Contract for a period of one year, plus four one-year extensions. Funding for the contract was found through savings from paying off three outstanding loans (\$310K) and using those funds to enter into vendor contracts for landscape maintenance and janitorial services.

The landscape services contract included 8 of our existing 13 parks. The two largest parks, Carmichael Park and La Sierra Community Center, remained under District staff control; the other three parks not in the contract are undeveloped areas. The goal in 2017 was improving our park maintenance service levels.

Discussion:

The current landscape maintenance services contract term ends June 30, 2022 and all extensions have been exhausted. The goal remains the same to contract 8 of our existing 13 parks and concentrate our park personnel on Carmichael Park and La Sierra Community Center. The CRPD continues to strive to improve park maintenance service levels.

Staff went out with a Request for Proposal for Landscape Services, reaching out to six landscape contractors and posting it on the CRPD Website. On May 16, we held a

mandatory job walk where two contractors participated. The bid proposals were due on Friday, May 27. New Image Landscape Company, our current provider was the only bidder. They have performed a respectable job maintaining our parks at a current rate of \$104,148.

The proposed contract term is July 1, 2022 to June 30, 2023 with three one-year extensions. The contract is designed to continue to maintain the service levels for park maintenance, as staff focus on other areas with our limited resources.

Budget/Financial Impact:

The Recommended Budget for FY 2022-23 has an allowance of \$106K for this Landscape Maintenance Services Contract. The New Image Landscape Company's bid came in at \$105,600. There is a cost-of-living escalator. Historically it has run 3% per year on this contract.

Recommendation:

Staff recommends that the Carmichael Recreation and Park District Advisory Board of Directors award the bid and enter into contract with New Image Landscape Company, as presented; authorize the District Administrator to sign the agreement and expend funds for this contract.

Carmichael



LANDSCAPE MAINTENANCE SERVICES CONTRACT #22-06002

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

AGREEMENT FOR LANDSCAPE MANAGEMENT FOR CARMICHAEL RECREATION AND PARK DISTRICT

THIS AGREEMENT is made and entered into as of this ____ June, 2022, by and between the CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.), hereinafter referred to as "DISTRICT", and NEW IMAGE LANDSCAPE COMPANY, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT is the owner and operator of all facilities identified in the performance standards and bid sheets of Landscape Management Contract # 22-06002.

WHEREAS, the DISTRICT desires to obtain the services of a Landscape Management Contractor to provide contract services for facilities at Bird Track Park, Cardinal Oaks Park, Del Campo Park, Glancy Oaks Park, Jan Park, Sutter-Jensen Community Park – Botanical Garden, Jensen and Garfield House, O'Donnell Heritage Park, and Patriots Park.

WHEREAS, CONTRACTOR has the necessary qualifications, experience, technical abilities to perform all functions identified in the Landscape Management Contract #22-06002 Performance Specifications.

WHEREAS, via Resolution #2017-0010, the Sacramento County Board of Supervisors authorized the Carmichael Recreation and Park District to execute Landscape Maintenance Services Agreements; and

WHEREAS, DISTRICT and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date written above and shall end on June 30, 2023. The DISTRICT shall have three(3) separate one-year options to extend the Term for an additional twelve (12) month term. If DISTRICT elects to extend the Term, DISTRICT will provide notice to CONTRACTOR at least 30 days prior to the expiration of the Term, or extended Term, as the case may be.

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III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

Carmichael Recreation & Park District
5750 Grant Avenue
Carmichael, CA 95608
Attn: Mike Blondino

TO CONTRACTOR

New Image Landscape Company
3250 Darby Common
Fremont, CA 94539
Attn: Jesse Arroyo

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. PREVAILING WAGE

Pursuant to the California Labor Code Section 1720 et seq., the successful bidder **shall not pay less than prevailing rate of per diem wages** as determined by the Director of California Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Regulations pursuant to Labor Code section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to California Contract Code, Section 22300, the contractor may at its own expense, substitute securities for any money being withheld by the Carmichael Recreation and Park District to ensure performance under this contract.

VII. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VIII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

IX. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

X. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.
- F. It is further understood and agreed that if CONTRACTOR'S project manager or key personnel cease employment with CONTRACTOR during the term of this Agreement, DISTRICT reserves the right to approve the proposed replacement personnel (via interview and reference checks) and to terminate this Agreement if not satisfied with those personnel.

XI. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XII. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

- C. If CONTRACTOR has a Principal Owner, CONTRACTOR shall provide Principal Owner information to the DISTRICT upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

XIII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to regular employees pursuant to the County Charter, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

XIV. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing SCERS retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

XV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XVI. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVII. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with DISTRICT'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two (72) hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by DISTRICT, based on DISTRICT'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the ADMINISTRATOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by ADMINISTRATOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If DISTRICT finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, DISTRICT shall notify CONTRACTOR in writing that corrective action must be

taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, DISTRICT shall take such actions as are necessary to implement the necessary corrective action. DISTRICT shall deduct any actual costs incurred by DISTRICT when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with DISTRICT.

XVIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIX. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, Contractor shall indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, to the extent caused by the negligence, recklessness, or willful

misconduct of the CONTRACTOR, its employees, or the Contractor's Subconsultants or Subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subconsultants or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XXI. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

XXII. COMPENSATION AND PAYMENT FOR SERVICE LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT monthly. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to

the contrary.

- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of DISTRICT personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by DISTRICT Counsel. Only those materials approved by DISTRICT Counsel shall be utilized to provide such training.

XXIV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

XXV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by Administrator and counsel for DISTRICT.

XXVI. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, State and federal law.

XXX. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall DISTRICT pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXI. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by ADMINISTRATOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

XXXII. AUDITS AND RECORDS

Upon DISTRICT'S request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as DISTRICT deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon DISTRICT'S request at DISTRICT'S expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.

XXXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this

Agreement are declared severable.

XXXV. FORCE MAJEURE

Neither CONTRACTOR nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

“DISTRICT”

**Carmichael Recreation & Park District,
a Recreation and Park District formed pursuant
to the California Public Resources Code
(Section 5780, et seq.)**

By: _____
Mike Blondino
District Administrator

Date: _____

“CONTRACTOR”

New Image Landscape Company

By: _____
Jesse Arroyo
Senior Account Manager

Date: _____

EXHIBIT A to Agreement

CARMICHAEL RECREATION AND PARK DISTRICT SCOPE OF SERVICES

1. SERVICE LOCATION(S)

Item #	Park Facility, Location, Approx Acres - Landscape Schedule M-F Between 7 AM – 4 PM
001	Bird Track Park 600 Dove Drive (west end of Pheasant Road) Fair Oaks, CA 95628 One Acre
002	Cardinal Oaks Park 2600 Cardinal Court (El Camino Avenue near Garfield Avenue) Carmichael, CA 95608 7 Acres
003	Del Campo Park End of Heathcliff Drive/Oleander Drive Carmichael, CA 95608 21 Acres
004	Glancy Oaks Park 5292 Glancy Drive Carmichael, CA 95608 Three (3) Acres
005	Jan Park 4310 Jan Drive Carmichael, CA 95608 13.6 Acres
006	Sutter- Jensen Community Park - Botanical Garden, Jensen and Garfield House 8520 Fair Oaks Blvd. Carmichael, CA 95608 Three (13.5) Acres
007	O'Donnell Heritage Park 6618 Rappahannock Way Carmichael, CA 95608 9.5 Acres
008	Patriots Park 6827 Palm Avenue Fair Oaks, CA 95628 Three and half (3.5) Acres

2. SCOPE

- A. The scope of services to be provided by this Agreement are those services identified in Carmichael Recreation and Park District RFP 2022-05-09. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal for the base bid shall govern over the RFP, and this Agreement shall govern over all. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.
- B. The DISTRICT'S Director or designee may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement and are determined to be in the best interest of DISTRICT.

3. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

4. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the DISTRICT or CONTRACTOR.

5. PERSONNEL

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

DISTRICT: NAME: James Perry, Park Services Manager
 PHONE: (916) 264-9206; (916) 416-3765
 FAX: (916) 485-0805
 E-MAIL: jperry@carmichaelpark.com

CONTRACTOR: NAME: Jesse Arroyo, Senior Account Manager
 PHONE: (510) 226-9191; (916) 280-7804
 FAX:
 E-MAIL: jarroyo@newimagelandscape.com

 NAME: Russell Takehara
 PHONE:
 FAX:
 E-MAIL: rtakehara@Newimagelandscape.com

 NAME: Alfonzo Medina
 PHONE:
 FAX:
 E-MAIL: AMedina@newimagelandscape.com

EXHIBIT B to Agreement

CARMICHAEL RECREATION AND PARK DISTRICT INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager. CONTRACTOR'S General Liability policy shall be endorsed to include coverage for liability arising out of the handling of pesticides and herbicides via endorsement CG 22 93 04 13, or a form providing coverage as broad as CG 22 93 04 13.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no

owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and accepted by DISTRICT.

5. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify DISTRICT if it receives a communication from its insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

7. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: DISTRICT and its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, or volunteers.
- b. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects DISTRICT and the and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT and

its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

- c. SEVERABILITY OF INTEREST: 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.
- d. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT and its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against DISTRICT and its officers, directors, officials, employees, agents or volunteers.

9. Property

PROPERTY AND INLAND MARINE WAIVER OF SUBROGATION: Any Property or Inland Marine insurance policies (such as are used to insure contractors' equipment) maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the DISTRICT.

10. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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EXHIBIT C to Agreement

COMPENSATION

1. **MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Amount under this Agreement is: **\$105,600**

2. **WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify the DISTRICT'S Park Services Manager in writing of any work that the DISTRICT requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

3. **SUBMISSION OF INVOICES**

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Attn: Accounts Payable

CONTRACTOR shall include the following information on all invoices:

Contract #22-06002
Date of Invoice Submission
Time Period Invoice Covers
Services Provided and Respective Compensation Requested
Any other information deemed necessary by CONTRACTOR and/or DISTRICT.

DISTRICT may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONTRACTOR, which shall be effective upon receipt.

4. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, DISTRICT shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.

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- Wage:** Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
- Qualifications:** Contractor must possess a current valid C-27 Landscape License issued by the California Contractors State License Board.
- Contractor shall submit a list of at least two (2) company representatives who may be contacted to respond in the event of an emergency. The list must be kept current by notifying the District of any change.
- Contractor shall submit a crew schedule at the start of the contract. Contractor shall notify the Park Services Manager or designee of any changes to the work schedule.
- Background Check:** Contractor's assigned personnel must clear an FBI and/or DOJ background check prior to working at District parks and facilities.
- Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to similar work performed in the Industry. Work shall be subject to inspection prior to payment being authorized. Work shall be conducted in such a manner as to least interfere with operation and public use of the landscaped facilities and adjacent streets and sidewalks.
- Materials, Equipment, Tools and Supplies:** Contractor shall furnish all materials, equipment, tools, and supplies required for scheduled work under the contract.
- Contractor shall submit an inventory list of vehicles and grounds equipment prior to the start of the contract. The inventory list shall include vehicle make year and license number and equipment description, I.D., and/or serial number. Equipment used by the Contractor will be maintained in a satisfactory condition and used in a safe, appropriate, and acceptable manner to protect the safety of the park users and to prevent damage to District assets. The District reserves the right to prohibit the use of equipment which it deems unsafe or appropriate.
- Contractor owned vehicles used at District facilities must display company identification on both sides of the vehicle. All vehicles and equipment shall be properly operated in accordance with California State Motor Vehicle codes.
- Vehicles and equipment shall not be parked in traffic and/or fire lanes or in any area that would restrict normal vehicle and/or pedestrian movement.
- Contractor is responsible to ensure that its vehicles and equipment do not leak any fluids (motor oil, antifreeze, hydraulic oil, transmission fluid, etc.). Any spills or leaks must be cleaned up immediately and disposed of properly by Contractor.

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Storage: District does not provide storage space for the Contractor's equipment supplies and materials. If the Contractor desires to obtain facilities at District site(s) for storage of equipment, tools and supplies, it will be at the Contractor's own expense. Contractor shall ensure that all equipment, tools and supplies are removed or safely stored at the end of each workday. Storage of hazardous waste and chemicals must be stored and disposed of at Contractor's facilities.

Specifications/Special Conditions: See Landscape Maintenance Service Specifications and Special Conditions contained herein.

Site Inspections: Each Facility to be inspected at least once a month by the Contractor's representative or field supervisor and District representative to ensure contract performance and note any hazards and/or maintenance conditions which require action by the District. The Contractor's representative will function as the point of routine contact for the District.

The Contractor will meet monthly with the District's Park Services Manager or designee to review contract performance, prepare work plans for the upcoming months, exchange schedules and other pertinent information. As a part of its own inspection schedule the District will note any needs for corrective action and inform the Contractor.

Invoicing: Contractor shall furnish an invoice for the flat monthly amount for services under the contract. District shall have the option of making a deduction for work not in compliance with the contract. This deduction will be in the amount necessary for the District to recover its cost to have the work completed by force account or by another contract.

For unscheduled work, Contractor shall furnish an itemized monthly statement showing services performed. The purchase of materials and supplies for unscheduled work must be approved by the Park Services Manager or designee in advance. The District will reimburse the Contractor for material and supplies at the rate of cost-plus five percent (5%). The District reserves the right to verify charges by examination of vendor's records of all invoiced amounts.

Invoicing shall be sent monthly in arrears to:

Carmichael Recreation and Park District
Attn. Accounts Payable
5750 Grant Avenue
Carmichael, CA 95608

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SPECIFICATIONS – for Carmichael Recreation & Park District Park Facilities**PARK FACILITY LISTING AND LANDSCAPE
MAINTENANCE SERVICE SPECIFICATIONS****Item Location**

001	Bird Track Park 600 Dove Drive (west end of Pheasant Road) Fair Oaks, CA 95628 1 Acre
002	Cardinal Oaks Park 2600 Cardinal Court (El Camino Avenue near Garfield Avenue) Carmichael, CA 95608 7 Acres
003	Del Campo Park End of Heathcliff Drive/Oleander Drive Carmichael, CA 95608 21 Acres
004	Glancy Oaks Park 5292 Glancy Drive Carmichael, CA 95608 3 Acres
005	Jan Park 4310 Jan Drive Carmichael, CA 95608 13.6 Acres
006	Sutter-Jensen Botanical Garden & Jensen and Garfield House 8520 Fair Oaks Blvd. Carmichael, CA 95608 13.5 Acres
007	O'Donnell Heritage Park 6618 Rappahannock Way Carmichael, CA 95608 9.5 Acres
008	Patriots Park 6827 Palm Avenue Fair Oaks, CA 95628 3.5 Acres
	TOTAL ACRES: 72.1
Add Alternates (mowing only)	
A1	Carmichael Park 5750 Grant Avenue Carmichael, CA 95608 27 Acers
A2	La Sierra Community Center 5325 Engle Road Carmichael, CA 95608 15.2 Acers
	TOTAL ACRES: 42.2

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Facility Specifications:

Mowing - Weekly: Turf shall be mowed to maintain a uniform height not less than 1-1/4 inches or more than three (3) inches. Contractor shall provide weekly mowing except for the period from November 1st through February 15th, during which time mowing will be required every two weeks, depending upon growing conditions. Papers, rubbish and debris shall be removed by the Contractor prior to mowing. Only rotary-blade mowers shall be used, and blades must be kept sharp to cut grass blades smoothly. The mowing schedule shall be consistent by season and must be approved in advance by the District. The use of mulching or recycling deck mower is recommended.

Edging - Weekly: Lawns shall be edged weekly along paved areas and curbs, except the period from November 1st through February 15th, during which time edging will be required every two weeks. Trimming around sprinkler heads shall be done as necessary to provide maximum water coverage and sprinkler operation. String edgers shall be used as needed around poles, against sound walls, and around controller enclosures, vaults, etc. All trees in lawn areas shall have a minimum of a 12-inch radius area clear and void of turf and weeds around the tree trunks.

Shrub Beds: Shrub beds shall be cultivated. The Park Services Manger may have specific instructions. Contractor shall keep shrub bed areas free of weeds, rocks, glass, leaves and debris at each visit. Contractor shall keep mulch and bark materials inside shrub beds and planters; Contractor shall clear loose mulch and bark materials from walkways, sidewalks, curbs and gutters.

Ground Cover Beds: Ground cover beds shall be kept free of weeds and trash. Ground cover shall be cut back to a height of four (4) inches, if needed or directed by the Park Services Manager or designee. Ground cover shall be trimmed to prevent growth onto sidewalks and curbs. All cuttings shall be removed from the ground cover bed and landscape area.

Fertilization: Fertilizer shall be homogenized time-release pellet type during summer and water-soluble type during the winter. It shall have in its composition 25% nitrogen, 3% phosphorous and 9% potassium by weight or approved equal by the Park Services Manager or designee. Each area fertilizer application shall be at a rate of one (1) pound of actual nitrogen per one thousand (1,000) square feet. Fertilizer shall be applied to lawns and ground cover areas at a rate based on six (6) times a year. Applicable safety data sheets (SDS) shall be furnished to the Park Services Manager or designee prior to the chemical application. Contractor shall submit a schedule of the fertilizer application dates and the type of fertilizer that will be applied. The Park Services Manager or designee may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application. Contractor shall notify the Park Services Manager or designee forty-eight (48) hours in advance of each application date. The Park Services Manager or designee may inspect the fertilizer application.

Aeration of Lawn: All turf areas shall be aerated within three days prior to application of fertilizer, at least two (2) times per year – April and September – or upon the request of the Park Services Manager or designee. A coring type tool shall be used and all sprinkler heads must be staked prior to aerating lawn. Contractor shall provide all materials, equipment and labor. Contractor shall notify the Park Services Manager or designee forty-eight (48) hours in advance of planned aeration date.

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Pest and Weed Control: Contractor may use whatever means of pest and weed control that is allowed in parks within State of California law.

Hazards, Vandalism and Broken Sprinkler Heads: Any hazards or acts of vandalism shall be reported immediately to the Park Services Manager or designee, and then followed up with a written report. Hazards, such as broken glass, fallen tree branches, damaged fencing, standing water, dead animal, potholes, rope tied to a tree limb, broken benches, excavations and unsecured materials (such as loose roof shingles, signage material etc.) shall be immediately reported and/or remedied by the Contractor. Contractor shall fill holes in all turf areas along curbs, sidewalks, and paving.

Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, graffiti and deterioration and shall immediately report any deterioration or graffiti to the Park Services Manager or designee.

Pruning and Staking: All hedges, shrubs and trees shall be pruned (trees up to 12' only) to ensure proper growth and control, or as directed by the Park Services Manager or designee.

- a. All pruning shall be done by qualified professional personnel using the Western Chapter International Society Arboriculture's pruning standards and methods (www.wcisa.net). Excessive pruning or stubbing back is not permitted. Pruning of plants is recommended once a year. Pruning cuts shall be made beyond and close to branch collar ring. Pruning cuts shall be cleaned with no tearing of the bark. Shearing of shrubs and ground cover are not permitted unless specifically approved by the Park Services Manager or designee.
- b. Pruning of shrubs and trees (up to 12') shall be done as needed to achieve the following:
 1. To shape, particularly to correct misshaping caused by winds;
 2. To raise the lower branches of trees above head height over sidewalks, walkways, parking spots, etc.;
 3. To cut back shrubs where they encroach on the sidewalks, walkways and paved areas;
 4. To cut back branches (up to 12') that are rubbing on buildings, fences, pole lights, signs, etc.;
 5. To remove mistletoes, suckers, water sprouts and other undesirable growth from trees (up to 12');
 6. To remove dead or damaged branches (up to 12'); and,
 7. To cut palm tree branches upon the request of the Park Services Manager or designee (up to 12')
 8. To cut back shrubs and branches to maintain visibility clearance for motorist, pedestrians, and building occupants.
- c. Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay on another. Under no circumstances will stripping of lower branches ("rising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.

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- d. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage (up to 12' only).
- e. Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. Special care shall be taken to avoid any damages to tree trunks or branches by ties and stakes, and staked trees shall be inspected weekly to prevent damage.

Inclement Weather: Contractor shall not perform certain operations, particularly during periods of inclement weather, which may destroy or damage ground cover, turf areas, trees or shrubs. Any debris or litter that collects as result of inclement weather or flooding shall be removed during the next scheduled service day. Inclement weather does not release the Contractor's responsibility to provide services as scheduled.

Repairs and Extra Work: The Park Services Manager or designee may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when deemed necessary. See Additional Crew Work per Call-out section in Appendix I – Pricing, line items 9 through 20. The Park Services Manager or designee shall authorize any Additional Work per Call-out in writing by way of a PO.

In the event such repairs and/or replacements are deemed necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs and replacing damaged property at no additional cost to the District. The District may withhold payment of invoices to the amount equivalent to the damaged property if the Contractor does not make the necessary repairs and/or replacements.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. Trees – Minor damage such as bark loss from impact of mowing or weed cutting will be checked by the Park Services Manager or designee. If in the District's judgment that such damage will stunt or weaken growth, the tree will be removed and replaced at the Contractor's expense.
- b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instruction of the Park Services Manager or designee.
- c. Chemicals – All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with aforementioned maintenance practices and the soil reconditioned to ensure it ability to support plant life.
- d. Irrigation Parts – Any irrigation parts damaged by the contractor shall be repaired or replaced by the contractor after consulting with the Parks Services Manager or their designee. .

Inspection: The Park Services Manager or designee will periodically inspect all work with the Contractor – perhaps monthly. Contractor shall maintain and have available such records that reasonably confirm frequency of task performance at each location. Contractor shall furnish an itemized invoice of all extra work performed with the regular monthly invoice. Inspections may be performed after each extra work request. Contractor shall submit a detailed work schedule for

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each facility to the Park Services Manager or designee, which shall indicate the day of the week that each facility will be maintained. The detailed work schedule must be submitted prior to work beginning under the contract. When Contractor changes its work schedule, Contractor shall promptly submit its updated work schedule.

Additional Performance Criteria:**Mowing and Edging**

1. All sidewalks, driveways, concrete pads, curbs, and other hardscape edges will be trimmed at each mowing with a steel-bladed edger (no string trimmer for edging concrete).
2. Trimming around irrigation valve covers, pumps, backflow prevention devices, electric junction boxes and vaults, light poles, bollards, gates, and fences shall be performed as necessary to provide a safe condition and a neat appearance.
3. Grass clippings and other debris shall be removed from turf and all other hard surface areas after mowing and edging. The use of a mulching deck mower that does not leave clumps is acceptable.
4. Gas-powered blowers may not be used before 8:00 AM and must comply with any applicable Sacramento County noise abatement levels or regulations.
5. The use of two-cycle engines is discouraged, and their use should be minimized.
6. Ground covers and ornamental plantings shall be cut back as necessary to prevent growth onto sidewalks and curbs.
7. All areas must be cleaned and maintained free of rocks, glass, and debris.

Fertilization

1. All turf areas and shrub beds shall be fertilized annually in September with a fertilizer specified by the Park Services Manager. Fertilizer is to be applied according to the manufacturer's recommendations of the number of pounds per acre. The District shall be notified two weeks (2) prior to the expected date of application, and notifications are to be posted at each park two days prior to application. The Contractor shall provide all materials, equipment, and labor, and deliver to the District a copy of fertilizer purchase invoices and a report of the number of pounds applied at each park.
2. Multipurpose/Playfields at Del Campo Park shall be aerated using a coring tine aerator (not more than one day prior) to application of fertilizer in September. All sprinkler heads will be flagged by District personnel upon proper notification by the Contractor. The Contractor shall provide all materials, equipment, and labor. The Contractor shall check and repair immediately any damage to irrigation systems as a result of aerating, and any necessary repairs made at the Contractor's expense. Proper notice shall be given to the District prior to beginning this work.

Trash and Litter Removal/Disposal

1. Daily Tasks
 - a) Contractor shall collect and dispose of all trash (including all areas along the fence line) A thorough policing of each park is required at least five times each week throughout the year. Trash and debris shall be properly disposed of by the Contractor. Policing is required on Mondays through Fridays from 1 March through 31 October. The District reserves the right to establish the policing schedule, which may include each day of

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weekends. Policing may be required each day of long holiday weekends such as Memorial Day, Fourth of July, and Labor Day.

- b) All areas shall be kept free of all litter, including paper, rubbish, debris, leaves trimmings, broken limbs/branches, broken glass or other such debris. No debris shall be blown onto roadways or walkways.
- c) Picnic areas shall be maintained in a clean and sanitary condition. Litter, glass, and other debris shall be cleaned from the site and tables and concrete pads cleaned of sticky or unsightly residue.
- d) All trash containers at each park site shall be emptied at least five (5) times each week during the period of 1 March through 31 October, in accordance with the policing schedule, and at least three (3) times each week during the period of 1 November through the end of February. Trash containers in picnic areas and near walkways shall be emptied regardless of the capacity level, as neglected waste is unsanitary, unsightly, and foul-smelling. Containers in other areas shall be emptied when at least half full and/or when foul smelling. Trash liners are to be perforated prior to insertion in the can in order to prevent accumulation of liquids. Trash liners are to be changed each time the containers are emptied. Trash and debris shall be properly disposed of away from the park sites at the Contractor's expense. The District will provide trash containers. Trash liners are to be provided by the Contractor.

2. Biweekly Tasks (every two weeks)

- a) Parking lots, basketball courts, and all other hard surface areas, shall be thoroughly cleaned (swept, washed, vacuumed or blown) every two weeks (2) or more frequently, as directed.

3. As-Needed Tasks

- a) Leaves shall be removed from all areas and properly disposed of as necessary to maintain a neat appearance. Clean leaf debris may be used as mulch in the park system. The walkways and access ramps shall be cleaned as needed during the work week to ensure safe access, with particular attention directed to removing potential fall hazards such as wet leaves.
- b) At *Jan Park* and *O'Donnell Heritage Park*, all concrete and gravel walkways in undeveloped areas will be mowed on each side to a distance of eight feet (8') and trimmed to prevent vegetation from covering the walkway.
- c) Picnic grills shall be cleaned and emptied of debris once each week, March through October, and monthly from November through February.

4. Play Equipment Areas

Wood fiber play areas shall be smoothed by rake at least once each week. Clean wood fiber spilling onto sidewalks or into adjacent areas shall be picked up and returned to the play areas once a week. (Glass and debris are to be picked up five (5) times each week as identified elsewhere in this section.) Raking shall include leveling areas beneath swing seats, slide exits and other areas where it is necessary as a result of use. All handicap access points must have a smooth transition from the ramp to the wood fiber.

Carmichael RFP 2022-05-09 Landscape Maintenance Service**Trees and Shrubs**

1. Trees shall be maintained below the height of eight (8) feet to ensure citizen and worker safety. All clippings are to be properly disposed of at the Contractor's expense; chopped or chipped clippings may be used as mulch within the park system with authorization from the District.
2. All pruning shall be done by qualified personnel to ANSI standards, which are by reference incorporated hereby into this document.
3. Shearing of shrubs and ground cover will not be permitted unless specifically approved by the Park Services Manager.
4. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition, with as much foliage as possible to promote caliper trunk growth (tapered trunk).
5. Under no circumstances should any vehicle be permitted to drive or park under the drip line of any tree. Street-legal vehicles may not be driven on turf areas unless no alternative exists.

Hazards and Maintenance Deficiencies

1. Contractor shall report to the District immediately upon discovery any damage, vandalism, hazardous conditions, and maintenance deficiencies. These reportable items may include broken or unsanitary drinking fountains; broken bleachers, benches, and playground equipment; potholes on grounds; standing water; ropes tied to tree limbs; tree houses, tunnels, and excavations; or evidence of criminal activity, dumping, or camping in the parks.

Special Provisions:

Bidder Responsibility: Contractor is expected to become thoroughly familiar with all specifications, terms and conditions set forth herein. Failure or omission of bidder to examine any site requirements, form, article or document will not relieve the Contractor from any obligation set forth herein. By submitting a bid response, Contractor concurs with all specifications, terms and conditions, unless Contractor has specifically detailed its exceptions in Appendix E – Solicitation Exceptions, by page number, subject of provision heading, etc. Objections in which the District considers excessive or affecting vital terms may reduce or eliminate the Contractor's prospects for an award.

Landscape Maintenance Service: Contractor shall provide all necessary labor, supervision, equipment, fuel, tools, products (fertilizer, herbicides, etc.), materials, supplies, incidentals, and travel to perform the landscape maintenance service as set forth herein. Contractor shall monitor landscape irrigation systems, especially during drought years to meet mandated water reductions; contractor shall identify leaks and notify the Park Services Manager or designee of any necessary repairs.

All specifications, terms and conditions set forth herein will apply to any resulting contract award. However, if any specifications are not unique to any one particular facility, those specifications shall apply to all facilities.

Licensing and Certifications: Per Chapter 9 Division 3 of the California Business and Professions Code, Contractor must possess the proper licensing and certifications to perform landscape

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maintenance and repair services. At a minimum, the Contractor must possess the following licenses and/or certifications:

- a. California State C-27 – Landscaping Contractor License
- b. California State Department of Pesticide Regulation Qualified Applicator License or Certificate
- c. California State Agricultural Pest Control Business License
- d. County Business License/Business Operations Tax Certificate, as applicable.

Minimum Experience: Contractor must have a minimum of one year experience as a business providing landscape maintenance and repair services to commercial establishments or governmental entities. Experience as an employee of another contractor will not satisfy the minimum experience requirement.

Standards: Contractor shall provide services in accordance the California Landscape Contractors Association standards (www.clca.org).

Sacramento County Standard Construction Specifications: The Sacramento County Public Works Agency January 2008 Standard Construction Specifications (<http://www.saccountyspecs.net>) shall govern all construction work to be performed.

Labor: All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1 and 3, eight (8) hour's labor shall constitute a legal day's work, and no worker in the employment of Contractor or any Subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours during any one calendar week, except as provided in Section 1815 of the California Labor Code.

Reference:<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1810-1815>.

Prevailing Wage: Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Clerk of the Board of Supervisors, 700 "H" Street, Suite 2450, Sacramento, California 95814. Those copies shall be made available to any interested party on request.

The wage rates determined by the Director of the California Department of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of advertisement for bids remain in effect for the duration of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been determined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The contractor should contact the Prevailing Wage Unit, DLSR, (415) 703-4774, <http://www.dir.ca.gov>, or the Sacramento County Labor Compliance Section, (916) 875-

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2711, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the project.

Note: Prevailing wage requirements will apply to this contract. The appropriate classification and related information are contained in Appendix Q – General Prevailing Wage Determination and SB854 Information.

Supervision: Contractor shall provide a competent foreman to oversee and monitor the contract work. Such person shall have the authority and commitment to act in the District's best interest. Moreover, the foreman or lead person must be able to speak, read, and understand the English language to the extent needed to perform the landscape maintenance services satisfactorily and safely. Assigned personnel must understand all warning and danger signs that may be posted throughout a facility of potential hazards and instructions to safety. The foreman or lead person of the crew shall also be able to communicate the English language in writing with the Park Services Manager or designee regarding any incident or inquiry. Further, such person shall be at least 18 years of age and shall be able to telephone the County's Emergency Operator at (916) 875-6900, law enforcement agencies, and to the Park Services Manager or designee.

Contract Period: The initial term shall be for a year from the contract start date. To promote economy and efficiency, the District reserves the right to extend the contract period for three (3) additional one-year periods, for a total of four years. Such extension(s) will be at the District's option, subject to same specifications, terms, conditions, favorable prices, and upon mutual agreement of the parties. Annual renewals will be subject to the availability of funding. The District reserves the right to terminate the contract upon a 30-day advance written notice.

Rates: Enter your monthly rates for weekly services and other requested pricing information in Appendix I – Pricing. Monthly rates and other pricing entered in Appendix I – Pricing shall include all necessary labor, supervision, equipment, fuel, tools, products (fertilizer, herbicides, etc.), materials, supplies, incidentals, travel, disposal, prevailing wage, applicable employee health benefits, permit, insurance and other direct or indirect expense, profit, overhead, and et al to perform the landscape maintenance service as set forth herein.

Additional Crew Work per Call-out: Additional Crew Work per Call-out is defined as work over-and-above the normal expected weekly, monthly and periodic duties as specified herein and not within the timeframe of the normal predetermined work schedule. Over-and above may include RUSH jobs to removal fallen tree branches after a major winter storm or windy day, leaves blocking a storm drain, etc. Enter the requested information and rates in Appendix I – Pricing, line items 9 through 20. For your percentage markup above your actual cost for plants, shrubs, trees, sprinkler parts and other landscape maintenance materials and supplies, the District will require a copy of the invoice from the nursery or other supplier(s) as applicable with the invoice to verify quantities and markup charges. Your percentage markup shall not apply to sales tax, if any.

Monthly Hours: Enter your total monthly hours for each facility shown in Appendix I – Pricing. Your total monthly hours shall be the average to include periodic tasks, such as fertilization, pruning, trimming low tree branches, etc, that may require every other month, per season or per year.

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Billable Hourly Rate: For any facility, the District shall be able to divide the monthly rate by the monthly hours to determine the vendor's billable hourly rate.

No Additional Charges: There shall be no additional charges, such as fuel surcharges, material transportation charges, hazardous material charges or any other kind of charges that are not mutually agreed to in advance by the Contractor and the District.

Minimum Wage: When the California minimum wage goes up from \$15.00 per hour after January 1, 2024, the District will increase the contract billing rates the same percentage difference of the upcoming minimum wage increase. If there are additional future California or regulatory minimum wage increases during the contract period, the District will increase the contract billing rates by the same percentage difference of those minimum wage increases.

Transitional Period: In the event the landscape maintenance services are terminated early by the District or by contract expiration, it shall be incumbent upon the existing Contractor to continue the service until such services are replaced. Contractor will be reimbursed for such services at the prior contract rate. It may be prorated if it is only a partial month.

During the contract period, no changes are permitted to the specifications, terms and conditions unless such changes are mutually agreed to in advance and in writing between the Contractor and the District.

The District retains the right to add, delete or change requirements as needed during contract period, and may do so upon providing written notification to the Contractor. If such changes cause an increase or a reduction in the monthly fee, a contract revision will be issued to show the agreed adjusted cost.

Safety Training and Equipment: It shall be the Contractor's responsibility to provide all safety training and equipment. Approved safety vests are to be worn at all times while performing landscape maintenance services.

Work Affecting the Public Right-of Way: Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along transportation corridors is paramount, and Contractor agrees that during the provision of services, Contractor will always protect and preserve the safety of the public. Contractor shall not cause unnecessary inconvenience to the public; Contractor shall minimize any inconvenience due to the Contractor's operations. Such operations are not limited to work performed on or adjacent to the work site, traffic lane and pedestrian closures, and deliveries of material and equipment.

Temporary Traffic Control Requirements: Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the whole duration of services, and may not be limited to working hours. The use of flagmen, barricades and construction signage shall comply with the current edition of the MUTCD.

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All work on a median or side of road, including mobile maintenance operations such as litter pick-up or walking with a backpack sprayer, the use of advance warning signage will be required around the work area.

Maintenance activities that take time to complete, such as pruning, irrigation testing or repair, mowing or edging will require warning signs, such as cones along the curb and spaced according to the MUTCD.

Payroll Records: Contractor shall keep a record of each employee working the contract, as follows:

- Employee Name
- Work Classification
- Biweekly Hours Worked
- Payroll Records

Relief Personnel: Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications, regardless of employee absenteeism. Secured facilities will require background checks of relief personnel prior to their assignment there.

Monthly Invoices: Contractor shall only bill the District monthly in arrears for the satisfactory services performed. Billing information is provided in Appendix I – Pricing. The minimum payment term is Net 30.

Landscape Irrigation Systems: ~~Contractor must learn the proper operation of the landscape irrigation system for each District account.~~

County Stormwater Ordinance: Sacramento County Code, Article 2, Chapter 15.12.100 (County Stormwater Ordinance) prohibits non-stormwater discharges to the County's storm drainage systems and local waters. Contractor shall abide by the County Stormwater Ordinance.

 URL: <http://www.sactostormwater.org/industry.asp>

Environmental Protection: Contractor shall comply with all applicable interstate, federal, state and local laws, regulations and requirements pertaining to environmental protection.

Subcontracting: Contractor may subcontract portion(s) of the work, as long as Contractor retains the bulk of the work. Any subcontracting will be solely between Contractor and its subcontractor(s). Contractor will remain responsible for all work performed under this Agreement, as though Contractor performed all the work. Additionally, Contractor shall remain the sole agent dealing with District.

Work on District Premises: Except for those risks inherent in the contracted work, District agrees to provide Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Contractor's employees are on District's premises, Contractor shall maintain strict work discipline and carry out its work in compliance with governmental laws and occupational health and safety regulations.

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Protection of Property: Contractor shall take every precaution to protect all public and private property while on the job. Any damage to existing facility or property caused by Contractor's personnel or equipment shall or will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall solely be the responsibility of the Contractor.

Inspection of Services: All services, including labor, facilities, equipment and materials furnished or utilized in the performance of services shall be subject to inspection and test by District to the extent practicable, at all times and places during the term of the Agreement. All inspections by District shall be made in such a manner as not to unduly delay the work.

Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. In addition, Contractor and crew shall always be courteous, cooperative and professional toward District representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of District and its customers.

Correspondence: Contractor or his/her designated officer shall respond to all inquiries and complaints expeditiously in a professional and respectful manner. Correspondence shall be on the Contractor's official stationery. The Senior Contract Services Officer, Tom Lee, shall receive a copy of all correspondence.

Timely Delivery: Time is of the essence on this Agreement. Contractor shall complete all work called for as specified.

Payment: Payment will be made in arrears – about 30 days after receipt of invoice. More invoicing instructions are provided under the provision entitled **Invoicing** below.

Dismissal of Unsatisfactory Employee: If any person employed by Contractor or Subcontractor fails or refuses to carry out the work per District requirements or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly or uses threatening or abusive language to any person on the job or is otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

Failure to Perform: If Contractor fails to perform in accordance with the specifications, terms and conditions of the contract, the District will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within a calendar week of notification may result in withholding of payment by the District. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. **Failure of the Contractor to correct those deficiencies within a 30-day period will result in the termination of the contract.**

In the event of termination, the District will only be liable for payment of those services performed and accepted by the District prior to the date of termination. Any damages to property caused by the Contractor's inability to meet specifications will be recovered by withholding

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payments. Contractor and/or its surety will be liable and may be assessed for all costs for the re-procurement of the contract services, as well as damages to District facilities and/or plant materials.

Withholding of Payment: For work deemed by the District as not meeting the requirements of the specifications, the District may withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The District will withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any facility or plant damaged by the Contractor, the District may withhold monthly payments until such damages are repaired. In the event repairs are not made, the District will withhold monthly maintenance payments to fund the necessary repairs. Contractor will be responsible for damages to facilities or plants due to the contractor's failure to perform the services in accordance with these specifications. Expenses to repairs damages caused by the Contractor will be borne by the Contractor, and such repairs shall meet the District's approval.

Prior to start of work at each facility, Contractor shall provide a list of names of persons who will be assigned to perform the services to those facilities to the Park Services Manager or designee. In addition to the names, the list shall include, at minimum, each person's date of birth, Social Security number, California driver's license number, and current address. Additionally, the District may require fingerprints. Contractor shall be responsible to keep the list of names up-to-date and return badges as personnel changes. The Park Services Manager or designee shall be notified prior to any change of personnel. Sharing badges or loaning badges is not permitted.

The District will exercise full and complete control over granting, denying, withholding or terminating clearances for contractor personnel. District may as it deems appropriate authorize and grant access to contractor personnel; however, such access does not guarantee full access to the facility or employment since it may be withdrawn at any time.

Terms and Conditions:

Changes to Bid: The District retains the right to negotiate changes in a bid by any offeror, and/or to reject any or all bids if none of the submittals are responsive to the District's needs.

Public Record: All bids become the property of the District. Accepted bids and subsequent awards will become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful bid will not be considered proprietary information.

Estimated Quantities: Quantities (or expenditures) shown are merely estimates. The District does not guarantee to purchase a minimum quantity, nor any remaining products, materials and supplies acquired by Contractor in support of the contract.

Terms of Sale: Terms of sale may include a cash discount; however, a minimum of "Net 30 days" will be required for this RFB/award.

Cash Discounts: Cash discounts of less than thirty (30) days and cash discounts offered with 10th proximo will be considered as "Net 30 days" in the calculation of lowest bid.

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F.o.b. Point: The f.o.b. point shall be f.o.b. destination, freight allowed (seller pays freight charges, if any).

Minimum Order Requirements: Minimum order or other restrictions must be clearly indicated in your bid response. Nevertheless, the District may reject high minimum order requirements. Exceptions will only be made if space is available and savings warrant it.

Confidential Information: All information and processes made available to Contractor by District shall be kept confidential.

Licenses, Permits, and Contractual Good Standing: Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by District. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of contract and constitutes grounds for the termination of the contract by District.

Contractor further certifies to District that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

Health and Safety: Contractor shall plan and conduct the work to comply with applicable federal, state, and local government applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules, and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the State of California, Code of Regulations, Title 8, Article 110, Section 5194, must be identified.

Material Safety Data Sheet: The law requires that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. The District will not accept hazardous materials without the required MSDSs.

Termination upon Unsatisfactory Performance:

A. Whenever, in the opinion of the District, the said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory conditions, the District may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary, the District shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor again fails to perform the services pursuant to the contract, the Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

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- B. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination. Additionally, the Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of services.
- C. Upon termination due to unsatisfactory performance, the District will be under no obligation to buy any equipment, materials, or supplies that the Contractor may have acquire in support of the contract.

Force Majeure: Contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by fire, strikes, or acts of nature.

Changes: The District shall retain the right to implement changes as necessary to uphold the original intent of the contract. This includes adding or deleting line items, as well as adjusting unit prices on the contract. Such changes shall not void the contract, but shall be added to or be deducted from the contract, as the case may be, by a fair and reasonable valuation – subject to the mutual agreement of the parties.

Subcontracts: Contractor shall obtain prior written approval from District before subcontracting any of the services to be delivered under the contract. Contractor will remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to applicable provisions of the contract. Contractor shall be held responsible by District for the performance of any subcontractor whether approved by District or not.

Public Safety: Contractor shall erect such warning and directional signs as may be necessary for public safety.

Barricades: Contractor shall furnish and setup barricades (includes barrier-tape, traffic cones, danger wet signs, etc.) as appropriate and necessary for public safety during the course of services. Such barricades shall be promptly removed when the work is completed.

Public Convenience: Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public. Contractor shall have under construction no greater amount of work than can be executed properly with due regards to the rights of the public. Contractor shall provide temporary access to all business establishments and pedestrian walkways as required by the District.

Hazards: Hazards such as standing water, unsecured equipment and material on walkways shall be immediately remedied by Contractor.

General Liability of Contractor: Except as otherwise noted, Contractor shall furnish all labor, supervision, travel, equipment, tools, materials, supplies, tax and permits, if applicable, necessary for and incidental to fully perform and complete the work in the time and manner required. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.

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Payment of Damages: In the event Contractor becomes liable for damages, District, in addition to all other remedies provided by law, shall have the right to withhold any and all payments from which would otherwise be or become due to Contractor until the liability of Contractor is finally determined. District shall have the right to use and apply such payments, in whole or in part, to reimburse the District for all damages due or to become due to the District. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by District is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to the District until all such liabilities are satisfied in full. No failure by District to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to damages or any right to any such sum.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

Nondiscrimination in Employment, Services, Benefits and Facilities:

1. Contractor agrees and assures District that Contractor and any subcontractors will comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the District, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), mental condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of District employees and agents, and recipients of services are free from such discrimination and harassment.
2. Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act § 12101 et seq. and regulations and guidelines issued pursuant thereto.

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3. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of applicable anti-discrimination laws and this provision.
4. Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

Felony Prohibition: Contractor shall not permit any employee who has been convicted of a felony to perform on the contract. The District reserves the right to review the personal background and conduct security clearances on the contractor's assigned personnel. Upon the District's request, Contractor shall provide names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Social Security number, California driver's license number, and current address.

Non-assignment: This Agreement is not assignable by Contractor in whole or in part, without the prior written consent of District.

Unrestricted Quantities: The District is not limited to purchase all of its requirements from any Agreement resulting from this RFB/award.

Reports: Contractor shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may reasonably require by District concerning Contractor's activities as they affect the contract duties and purposes herein. District shall explain procedures for reporting the required information.

Audits and Records: Upon District's request, District or its designee shall have the right at reasonable times and intervals to audit, at Contractor's premises, Contractor's financial and program records as District deems necessary to determine Contractor's compliance with legal and contractual requirements and the correctness of claims submitted by Contractor. Contractor shall maintain such records for a period of four years following termination of Agreement, and shall make them available for copying upon District's request at District's expense.

Contractor not an Agent: Except as the District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to the contract to bind the District to any obligation whatsoever.

Compliance with Laws: Contractor shall observe and comply with all applicable Federal, State, County and local laws, regulations and ordinances.

Governing Laws and Jurisdiction: The contract shall be deemed to have been executed and to be performed within the State of California. Additionally, the contract shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to the contract shall be brought in Sacramento County, California.

In Writing: Oral communications with District employees about this Request for Quotation/Bid/Proposal shall not be binding on the District, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for

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Quotation/Bid/Proposal shall be valid unless it is set forth in writing – via a signed addendum or amendment from the Contract Services Officer.

Prior Agreements: The provisions set forth herein constitute the entire agreement between District and Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between District and Contractor regarding the subject matter of the contract are hereby terminated effective immediately upon full execution of this contract. No modification or amendment to the contract shall be valid unless it is set forth in writing.

Invoicing:

- Prepare invoice; District requires an original. Send invoices to the Carmichael Recreation and Park District, 5750 Grant Avenue, Carmichael, CA 95608-mail invoices to the Attn. Accounts Payable.
- Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; Contract number; quantities; item descriptions, unit prices and extensions; applicable sales/use tax; and an invoice total.
- Before supplying any goods or services to the District, the vendor must obtain a Contract from the District. A PO must be issued for any special projects not addressed in the Contract. A PO is an authorized release against the contract and shall be provided in written form. "Verbal" orders are not acceptable. For a PO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CPO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CPO and reference its number may result in the delay or non-payment of the invoice.
- Invoice shall be rendered monthly in arrears.
- Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code, Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

Independent Contractor:

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the contract; and, as an independent contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to the contract.

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- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of the contract, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. Contractor shall determine hours, wages, working conditions, discipline, hiring and discharging, and any other terms of employment or requirements of law.
- D. It is further understood and agreed that as an independent contractor and not an employee of District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.
- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of the contract.

Responsibility of Independent Contractor:

- A. Contractor as an independent contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.

Bid Prepared for:

**Carmichael Recreation and Park District
5750 Grant Ave. Carmichael, CA 95608**

**Landscape Maintenance Services
RFP 2022-05-09**

Proposals Due: May 27, 2022, by 1 pm

Submitted by:

New Image Landscape Company
3250 Darby Common, Fremont, CA 94539
License # 719106

Carmichael RPD - Landscape Maintenance Services RFP #2022-05-09

APPENDIX C – COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT
CARMICHAEL RECREATION AND PARK DISTRICT
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

Note: You are required to respond to this RFP solicitation via email or hardcopy response. All required response documents are to be downloaded, completed and submitted before the stated due date and time, including your price response.

WHEREAS it is in the best interest of Carmichael Recreation and Park District that those entities with whom the District does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the District does business to receive District funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with which the County does business:

CONTRACTOR hereby certifies that either:

- (a) The CONTRACTOR is a government or non-profit entity (exempt), or
- (b) The CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- (c) Each Principal Owner (25% or more), does not have any existing child support orders, or
- (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the District shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

New Image Landscape Company <hr style="border: 0; border-top: 1px solid black;"/> CONTRACTOR Jesse Arroyo <hr style="border: 0; border-top: 1px solid black;"/> Printed Name	5/26/2022 <hr style="border: 0; border-top: 1px solid black;"/> DATE
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Carmichael RPD - Landscape Maintenance Services RFP #2022-05-09

APPENDIX D**SACRAMENTO COUNTY ENVIRONMENTAL PURCHASING POLICY****Policies**

- All County of Sacramento personnel will specify recycled and environmentally preferable products whenever practical.
- The County shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- All County Agencies/Departments/Divisions shall practice waste prevention whenever practical.

Best Practices**A. Procurement Practices**

In cooperation with their customers, all County Agencies/Departments/Divisions shall evaluate, at least, the following environmentally preferable product categories and purchase them whenever practical.

- Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
- Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper.
- Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
- Re-refined antifreeze, including on-site antifreeze recycling.
- Re-refined lubricating and hydraulic oils.
- Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
- Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles and insulation.
- Re-crushed cement concrete aggregate and asphalt.
- Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- Compost, mulch, and other organics including recycled bio-solid products.
- Re-manufactured paint.
- Other products that may be designated by General Services.

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APPENDIX E – DISTRICT MINIMUM INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

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UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by DISTRICT.

5. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall

Carmichael RPD - Landscape Maintenance Services RFP #2022-05-09

maintain all insurance coverages and limits in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

7. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: DISTRICT and the County of Sacramento, and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties
- b. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: 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.
- d. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional

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Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

9. Property omitted.

10. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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APPENDIX H - Customer References

The Proposer must submit at least three (3) references that verify that the Proposer has experience in landscape maintenance services similar in size and scope to this procurement in the past seven (7) years. At least two references must be public sector organizations, preferably Districts or Counties, of similar or larger size than the District.

Submittal of a reference authorizes the District to investigate without limitation the background and current performance of your company. We will use the input of customer references regarding your capacity to perform in relation to all aspects of this RFP. References demonstrate Proposer’s proven record of providing a solution similar to what is detailed in this RFP.

Reference #1			
Customer Name	City of Sacramento - Department of Public Works		
Customer Address	5730 24th St. Sacramento, CA 95822		
Customer Contact Person/Title	Loretta DuPriest		
Customer Contact Phone	(916) 808-6285		
Customer Contact Email	Ldupriest@cityofsacramento.org		
Project Information			
Project Start Date	2017-Present	Project Completion Date	TBD
Modules/Versions Implemented			
Number of full-time resources assigned	15-19 full time employees		
Brief description of the scope of the project			
<Response>			
We service about 16 maintenance streetscape contracts for the City of Sacramento, which includes mowing, edging, weed control, litter/debris removal, leaf clean up, etc.			

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Reference #2			
Customer Name	City of Vacaville		
Customer Address	1001 Allison Dr. Vacaville, CA 95687		
Customer Contact Person/Title	David Jacobson		
Customer Contact Phone	(707) 469-6530		
Customer Contact Email	david.jacobson@cityofvacaville.com		
Project Information			
Project Start Date	2021-Present	Project Completion Date	2024
Modules/Versions Implemented			
Number of full-time resources assigned	16-18 full time employees		
Brief description of the scope of the project			
<p><Response></p> <p>We service the landscape maintenance contract for the City of Vacaville Streetscapes and parks, which includes mowing, edging, weed control, litter/debris removal, leaf clean up, etc.</p>			

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Reference #3			
Customer Name	Sacramento Housing and Redevelopment Agency (SHRA)		
Customer Address	801 12th St. Sacramento, CA 95814		
Customer Contact Person/Title	Rachel Trujillo		
Customer Contact Phone	(916) 449-6237		
Customer Contact Email	rtrujillo@shra.org		
Project Information			
Project Start Date	2022-Present	Project Completion Date	2025
Modules/Versions Implemented			
Number of full-time resources assigned	8 full time employees.		
Brief description of the scope of the project			
<p><Response></p> <p>We service the landscape maintenance contract for the SHRA for 21 apartments throughout the greater Sacramento region which includes mowing, edging, weed control, litter/debris removal, leaf clean up, etc.</p>			

Carmichael RPD - Landscape Maintenance Services RFP #2022-05-09**APPENDIX I - Pricing****Pricing Schedule**

The Proposer must enter detailed costs for all components necessary to meet the RFP requirements. The County requires Production, Development, and Test environments, which must be accounted for in this cost proposal. Any costs associated with this proposal are to be listed in THIS APPENDIX. Proposer may expand Table 1 and use as many lines as necessary to completely identify all costs and options (i.e., user training, premier support, etc.) for the proposed solution. Include any price volume discounts.

The County may elect to purchase hardware and commercial-off-the-shelf software required for the solution directly through its own sources. Any hardware, service, or software that is not specifically identified in this section and is needed to implement the proposed solution must be provided at no cost to the County.

If multiple hosting options are available (on-site vs. vendor hosted) submit as many pricing sheets as necessary. For on-site solutions, the County will procure the hardware, server operating system, and database licensing required for hosting the solution outside of this contract.

This Appendix shall include the total cost of the following:

- Project Management/Professional Services
- Gap Analysis
- Implementation including installation and configuration
- Hardware
- Software/Licensing Costs – Provide details regarding multiple modules, licensing options and any third party software required
- Documentation
- Training
- Ongoing maintenance and support – Indicate levels of service if there are options

Indicate your invoice payment terms (e.g. N30; 2% 10, N30, etc.)

F.O.B. terms: All pricing is F.O.B. Destination, Freight Prepaid for all items that require physical delivery.

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BID FORM

Date 5/26/2022

Pursuant to your Notice to Bidders for RFP # 2022-05-09 and in accordance with the General Conditions and Performance Specifications relative to this contract, New Image Landscape Company, (Name of Company) hereby offers to do all the work and furnish all the materials and equipment required for the above-named contract in full accord with the performance specifications for the following amount:

ITEM	PARK or SITE	MONTHLY SERVICES BID	ANNUAL SERVICES BID
001	Bird Track Park 600 Dove Drive (west end of Pheasant Road) Fair Oaks, CA 95628 1 Acre	\$450	\$5,400
002	Cardinal Oaks Park 2600 Cardinal Court (El Camino Avenue near Garfield Avenue) Carmichael, CA 95608 7 Acres	\$1,840	\$22,080
003	Del Campo Park End of Heathcliff Drive/Oleander Drive Carmichael, CA 95608 21 Acres	\$3,260	\$39,120
004	Glancy Oaks Park 5292 Glancy Drive Carmichael, CA 95608 3 Acres	\$700	\$8,400
005	Jan Park 4310 Jan Drive Carmichael, CA 95608 13.6 Acres	\$450	\$5,400
006	Sutter-Jensen Botanical Garden & Jensen and Garfield House 8520 Fair Oaks Blvd. Carmichael, CA 95608 13.5 Acres	\$700	\$8,400
007	O'Donnell Heritage Park 6618 Rappahannock Way Carmichael, CA 95608 9.5 Acres	\$700	\$8,400
008	Patriots Park 6827 Palm Avenue Fair Oaks, CA 95628 3.5 Acres	\$700	\$8,400
	TOTAL ACRES: 72.1		
	TOTAL BID	\$8,800	\$105,600

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Add Alternates (mowing only)			
A1	Carmichael Park 5750 Grant Avenue Carmichael, CA 95608 27 Acers	\$2,730	\$32,760
A2	La Sierra Community Center 5325 Engle Road Carmichael, CA 95608 15.2 Acers	\$1,365	\$16,380
TOTAL ACRES: 42.2		\$4,095	\$49,140

Hourly unskilled labor: \$45

Hourly supervision Fee: \$75

Firm Name: New Image Landscape Company

Signature: 

Printed Name of Authorized Company Representative: Jesse Arroyo

Address: 3250 Darby Common

City and Zip: Fremont, CA 94539

Telephone: (888) 226-9191

Contractor's License Number (C-27) : 719106

Expiration Date: 02/29/2024

Surety Company: Travelers Casualty and Surety Company of America

Telephone: (530) 949-1787

Length of Current Policy Coverage: 3 years

Insurance Company (General Liability): General Security Indemnity Co of AZ

Telephone: (212) 884-9087

Length of Current Policy Coverage: 1 year

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SUBCONTRACTORS

Enter the name, address, and license number of any subcontractors to be used to fulfill the requirements of the contract with Carmichael Recreation and Park District. List the portion(s) of work to be contracted.

Name: No Subcontractors will be used.

Address: _____

City/State/Zip Code: _____

Telephone No. _____ License No. & Type _____

Portion(s) of work to be subcontracted:

None

Name: N/A

Address: _____

City/State/Zip Code: _____

Telephone No. _____ License No. & Type _____

Portion(s) of work to be subcontracted:

None

For the duration of this contract, the Contractor shall notify the District of any necessity to add or change a Subcontractor. The Contractor shall be responsible for filing with the District a copy of the subcontractor's liability insurance and shall make certain that the subcontractor has the appropriate permits or licenses.

Carmichael RPD - Landscape Maintenance Services RFP #2022-05-09**APPENDIX M - SACAMENTO COUNTY - GOOD NEIGHBOR POLICY**

The Good Neighbor Policy should be included in all contracts for County owned and leased facilities and all contracts with County providers if the facilities provide a direct service to County constituents and have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating and/or create security risks to neighborhoods and program participants. The contract provision relating to the Good Neighbor Policy is included in the standard form agreement which is listed below.

GOOD NEIGHBOR POLICY STANDARD CONTRACT LANGUAGE

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.

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- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

Sacramento County – Good Neighbor Policy

Provision C: Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.

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- Provision D:** Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.
- Provision E:** Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.
- Provision F:** Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.
- Provision G:** Establish generalized good neighbor practices for high impact facilities, services and projects that include:
- Provision of adequate parking
 - Provision of adequate waiting and visiting areas
 - Provision of adequate restroom facilities
 - Provision for litter control services
 - Provision for removal of graffiti
 - Provision for control of loitering and management of crowds
 - Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
 - Provision for identification of a contact person for complaint resolution
 - Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
 - Provision to participate in area crime prevention and nuisance abatement efforts.
- Provision H:** Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

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APPENDIX O – VENDOR QUESTIONNAIRE

Note: You are required to respond to this RFP solicitation via email or hardcopy response. All required response documents are to be downloaded, completed and submitted before the stated due date and time, including your price response.

General: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address each inquiry. Incomplete proposals may be rejected.

Format: Your response to the Vendor Questionnaire shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 1.f., indicate 1.f. next to that reply, etc.

1. Company Profile: Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Firm size – staff and client base (i.e., local, regional, statewide, etc.)
 - c. Type of business:
 - Sole Ownership Partnership Corporation
 - d. Products and/or services provided. Include specialty crews and equipment, if applicable.
 - e. Office location from which the work will be provided and the staff allocation at that office.
 - f. Number of accounts – What is the number of accounts your firm has managed during the past 12 months? How many years has your firm been providing janitorial services to commercial accounts, including governmental entities? What is the square-footage of a few of your largest, current commercial accounts, which includes governmental entities?
 - g. Organization Chart – Include an organization chart of your firm’s management structure, depicting management personnel to field operation(s).
 - h. Identify the Project Manager who may be assigned to the District contract if selected. Include the Project Manager’s e-mail address, telephone and cellular numbers. List the Project Manager’s responsibilities, qualification and experience.
 - i. Identify the Janitor Supervisors with your firm. Include each supervisor’s e-mail address, telephone and cellular numbers. List Landscape Maintenance Supervisors’ responsibilities, qualification and experience.
 - j. Identify key facilities and equipment (provide list of equipment) that your firm has to support the proposed agreement.
 - k. List your firm’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your proposal submittal.

2. References: List three or more **current** commercial clients and list three or more **previous** commercial clients who have obtained landscape maintenance services from your firm on the provided form (Appendix H). Commercial clients may include governmental entities. For each of these references, include the organization name, mailing address, square-footage information, and the contact person’s name, telephone number and e-mail address.

3. Work Plan:
 - a. Describe any special methodology, if any that your firm employs.
 - b. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of Subcontractor(s) and the portion(s) of work that will be subcontracted, in each case.
 - c. Describe your firm’s approach to quality assurance and supervision. Include a copy of your firm’s periodic cleaning inspection form with your proposal submittal.
 - d. Describe your firm’s approach to resolving problems that may be encountered in the field.

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4. Employment Practices:
 - a. Equal Opportunity Employer: The District requires an equal opportunity employer. Please provide a short summary of your firm's employment policy.
 - b. Employee Training: Discuss your firm's training and safety programs and frequency of training. Discuss specific training. Submit a copy of your firm's Injury and Illness Prevention Plan/Program with your proposal submittal.
 - d. Background Checks: Discuss your firm's background check procedure for new employees.
5. Emergency Information: List name, telephone number, and e-mail address of person(s) that the District may need to contact in case of an emergency after hours, on weekends, and holidays.
6. Business License: Include a copy of your firm's current business license(s) with your proposal submittal.
7. Certificate of Insurance: Contractor must have insurance meeting the minimum insurance requirements set forth herein (see Appendix E – District Minimum Insurance Requirements). Submit a copy of your current certificate of insurance showing coverage meeting the scope and minimum limits of insurance as required under Appendix E: District Minimum Insurance Requirements; or, a signed letter from your surety indicating that your firm is capable of meeting the District Minimum Insurance Requirements.

Actual certificate of insurance, a separate endorsement naming the District and the County of Sacramento as additional insured, and a separate endorsement for the Workers' Compensation Waiver of Subrogation (Endorsement #2570 if it is acquired from the California State Compensation Insurance) must be furnished to the Contract Services Officer within fourteen (14) days after notification of award.
9. Contractor Certification of Compliance Form: Complete the Contractor Certification of Compliance Form included in Appendix C and return with your proposal submittal. Failure of Contractor to complete and return this form with his/her bid submittal will result in disqualification of Contractor.
11. Clarification, Exception or Deviation: Each respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your proposal. If your firm has not indicated any clarification, exception or deviation, then it will be considered that none exist. (Note: The District may accept or reject any clarification, exception or deviation. If the District rejects a clarification, exception or deviation, your response may be disqualified. Prior to disqualification, you may be given the opportunity to withdraw your clarification, exception or deviation and accept the District's terms and conditions.)

Appendix O – Vendor Questionnaire

1. Company Profile:

1a. New Image Landscape Company (NILC) was founded in January of 1996.

1b. NILC have about 250 employees across 10 branches that range from Sacramento down to Salinas. We are a regional company.

1c. NILC is a C Corporation founded in the State of California in 1996.

1d. We provide commercial and municipal landscape maintenance and enhancement services. We do have irrigation technicians and spray technicians.

1e. NILC will be providing the work from our Sacramento Branch located at 7551 14th Ave. Suite C. Sacramento, CA 95820.

1f. Currently we have 26 accounts (some have several sites/properties) and have managed 23 of these accounts in the last 12 months. We have been providing services to government entities since the early 2000's. The size of our largest government accounts is from the City of Sacramento which range from about 10-15 acres per contract (we have 16 contracts). Also, we currently hold this contract for Carmichael Parks and Recreation District so we can manage large amounts of acreage.

1g. Organizational Chart:

Russell Takehara, VP/General Manager



Alfonso Medina, Regional Account Manager



Jesse Arroyo, Senior Account Manager (Primary Point of Contact)



Jesus Zaragoza, Field Supervisor & Daniel Cruz (Field Admin. Assistant) (Secondary Contacts)



Landscaping Maintenance Crews

1h. Jesse Arroyo, Senior Account Manager, will be the Project Manager and primary point of contact for the duration of the contract. Jesse oversees the Sacramento Branch Operations and oversees the Field Supervisors, Field Admin Assistants, Irrigation Technicians, and Maintenance Crews. Jesse Arroyo graduated from UC Davis in Economics and has over 7 years of landscape management experience. Jesse's direct phone number is (916) 280-7804. His email address is Jarroyo@newimagelandscape.com.

1i. Jesus Zaragoza, Field Supervisor. His direct cell is (510) 376-2416.

Email: Jzaragoza@newimagelandscape.com. Jesus has been in the landscape industry for 22 years and been a supervisor for 10 years. He has extensive horticultural knowledge and knowledge of industry practices.

1j. We will provide services from our Sacramento Branch located at 7551 14th Ave. in Sacramento. Our equipment includes: 72-inch mowers, 60-inch mower, edgers, weed eaters, blowers, backpack sprayer, handheld hedge trimmer, extension pole hedge trimmer, Ford F150/F250 trucks, and utility trailers.

1k. We have a QAL and a C27/D49/C61 CLSB License

2. References: We currently work with the City of Sacramento. The point of Contact is Loretta DuPriest (916) 808-6285. Email: Ldupriest@cityofsacramento.org. We manage 16 maintenance contract for the city of Sacramento, Department of Public Works. Each contract ranges from 10-15 acres in size with various sites.

City of Vacaville. Contact Person: David Jacobson (707) 469-6530. Email: David.jacobson@cityofvacaville.com. We have the maintenance contract for the city streetscapes.

The Sacramento Housing and Redevelopment Agency is our third reference. Contact person is Rachel Trujillo (916) 449-6237. Email: rtrujillo@shra.org. We have a total of 21 SHRA apartments that we provide landscape maintenance services for.

3. Work Plan:

3a. Our primary focus of our attention as a company would be on safety. We build a strong safety culture and enforce all safety rules and procedures. Our crews always have proper PPE and training to do quality landscape maintenance in a safe work environment.

3b. We will not be subtracting any portion of the work

3c. We have Field Supervisors and Assistant Supervisors that inspect and supervise the quality of our services. We use a CRM software system called Aspire to manage our accounts. Our Field Supervisors take pictures and make notes of any landscape maintenance issues. These issues are cataloged and prioritized in order in our CRM software so the crews can see and address the issues and so management can ensure these issues are addressed in a timely manner. We use the software system, not physical forms for this.

3d. When an issue or problem arises in the field, our crews/supervisors will take a note and picture of that issue. These issues are uploaded as "open issues" into our system and categorized by priority. The crews will have access to these open issues as they are onsite through a mobile device or tablet. The crews then can address the issue by following the notes/pictures. We also verbally remind them about any open issues each morning.

4. Employment Practices:

4a. Our policy in hiring is based upon experience, attitude, character, and if that person fits into our company culture. It has nothing to do with race, nationality, creed, ethnicity, religion, sexual orientation, age, etc.

4b. We have an extensive employee equipment training packet that each employee must complete before they can use each piece of equipment. The crew's foreman or the Field Supervisor is responsible to train the employees upon hiring. On the first day of work, the foreman or Field Supervisor starts training on each piece of equipment and the employees cannot use any equipment unless trained. Aside from equipment training we have weekly safety meetings with a specific safety topic for that week. We have annual pesticide trainings, sexual harassment trainings, heat illness prevention training, drivers training, and CPR/First Aid training, among others.

4d. Upon hiring, we complete a physical exam and a drug test for every employee at any level. We do not perform a background check.

5. Emergency Information:

5a. Emergency Contact 1: Jesse Arroyo, Senior Account Manager

Phone: (916) 280-7804.

Email: Jarroyo@newimagelandscape.com

Emergency Contact 2: Alfonso Medina, Regional Account Manager

Phone: (510) 754-1955

Email: Amedina@newimagelandscape.com

Emergency Contract 3: 24 Hour Emergency Hotline Number

Phone: 1 (888) 399-8594

6. Copy of Business License attached.

7. Copy of Certificate of Insurance attached.

9. Contractor Certification of Compliance Form (Appendix C) attached.

11. We have no exceptions or deviations from the requirements as set forth herein.

City of
SACRAMENTO
Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name: **NEW IMAGE LANDSCAPE COMPANY**
 Business Address: **7551 14TH AVE C YARD 3**
 Owner: **BRIAN TEKEHARA**
 Type of Business: **Gardeners, Landscaping**
 Tax Classification: **Gross Receipts**
 Expires: **09/30/2022**
 Mailing Address: **IRENE BRIGGS**
NEW IMAGE LANDSCAPE COMPANY
3250 DARBY CMN
FREMONT, CA 94539-5601

1012826

1012826



TOTAL PAID:
\$318.71

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>