



**CITY OF ATWATER**  
**SPECIFICATIONS**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**

**Submit Responses to:**

City Clerk  
City of Atwater  
1160 Fifth St  
Atwater, CA 95301  
Attn: Janell Martin

**Proposals must be received by 2:00 PM on Thursday, August 28<sup>th</sup>, 2025,**  
**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**



## REQUEST FOR PROPOSALS

### LANDSCAPE MAINTENANCE SERVICES

The City of Atwater (City), Public Works Department, invites your proposal to perform landscape maintenance services on identified Maintenance Districts. The selected vendor shall perform the tasks specified in the “Scope of Services” attached to this Request for Proposal (RFP).

For all proposals over \$15,000, the proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

A **Class C-27** landscaping contractor’s license is required at the time your proposal is submitted. The contract agreement will be for a period of thirty-three (33) months, commencing on October 27, 2025 and ending on October 30, 2028. The City has the option to extend the terms of the agreement for one-to-three additional periods of one-year, ending on June 30, 2031.

There will be a mandatory job walk of the Maintenance Districts to be held on Thursday, August 7, 2025, beginning at 8:00 a.m. at Neves Park located at 1972 Faxon Dr, Atwater, CA. Any Consultant submitting a proposal must attend the full job walk in order to have their proposal considered.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later than 2:00 p.m. on Thursday, August 28, 2025.

#### **Fee Proposal:**

One (1) copy of a separate Fee Proposal shall be submitted in a separate sealed envelope marked “Fee Proposal for Landscape Maintenance Services”.

**Mailing Instructions:**

**Justin Vinson**  
**Public Works Director**  
[jvinson@atwater.org](mailto:jvinson@atwater.org)  
**(209) 357-6370**

**Inquiries:**

Questions pertaining to the RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Matt Del Real, Public Works Superintendent, phone number (209) 777-1316, [mdelreal@atwater.org](mailto:mdelreal@atwater.org)

Maps of the Maintenance Districts are available upon request.

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## **ATTACHMENTS**

- A. Form of Agreement
- B. Scope of Services
- C. Landscape Maintenance (Service) Locations
- D. Itemized Fees Proposal Sheet

## **OBJECTIVE**

The City of Atwater Public Works Department is seeking a qualified vendor to perform maintenance, inspection, repairs, and winterization of irrigation systems; weed control; disease and pest control; pruning of shrubs, trees, groundcover, and other vegetation; litter removal; fertilization; replacement of plant material; turf maintenance, including mowing and edging; groundcover maintenance; traffic control setup; and dust control maintenance.

See **Attachment B – “Scope of Services”** for a detailed description of all work to be performed and **Attachment C – “Service Locations”** for a complete listing of all landscape maintenance areas. It is the responsibility of the vendor to be familiar with each service location and bid accordingly.

The City reserves the right to execute the contract to meet the available revenue of a specific District, such as will-call landscape clean ups, reduced maintenance levels, etc. In addition, the City also reserves the right to contract Maintenance Districts individually, multiple districts bundled together, or in one (1) single contract.

## **METHOD OF COMPENSATION**

Increases in compensation for the three-year extension period will be determined by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI)-All Urban Consumers West report. At no time, will the compensation amount fall below the previous year’s contract amount. The base month and year for calculating potential CPI increases will begin on January 1, 2026, and each succeeding year thereafter during the extension period. At no time will the CPI increase exceed 3% annual.

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Atwater Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

## **SPECIAL ISSUES AND REQUIREMENTS**

**Mandatory Job Walk.** There will be a mandatory job walk of the Maintenance Districts to be held on Monday, August 7, 2023, beginning at 8:00 a.m. at Neves Park located at 1972 Faxon Drive. Any Consultant submitting a proposal must attend the full job walk in order to have their proposal considered.

Form and Execution of Contract. The form of contract is **Attachment A**. It shall be executed and returned with the Consultant’s proposal. If the Consultant is unable to execute the Contract, then the Consultant’s proposal will be deemed incomplete and not considered.

Labor Code. The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Prevailing Wage. If the proposal exceeds \$15,000, the contractor shall abide by the following:

**The proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.**

Insurance. The Consultant shall also meet the insurance requirements in Section 11 of the contract, including liability insurance in the amount of \$1,000,000, naming the Agency as additional insured.

Conflict of Interest. The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Atwater Business License. Consultant shall obtain and maintain a City of Atwater Business license throughout the contracted period.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work.
- b. Project Experience. The RFP shall list and describe previous experience and expertise with providing high quality landscape maintenance service to special districts and project management, including a description of a minimum of three such projects.
- c. Project Understanding. The RFP shall include a summary of the team's understanding of the work to be provided to the City of Atwater as well as any recommendations regarding needed services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein. Provide verification of licensing.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team.
- f. Fee Estimates. Each proposal shall include a complete fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Proposer must submit cost proposal in the form of **Attachment D – "Itemized Fee Proposal Sheet"**.

- g. Number of Employees for Contract. The RFP shall include the number and titles of employees that will be dedicated to the landscape maintenance contract for the City of Atwater.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award. Award may be made in whole or part to one or more vendors.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

### **PROTEST PROCESS**

**BID PROTEST AND APPEAL:** Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Public Works Department must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

#### **PROTEST SUBMISSION**

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Public Works Director (PWD) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).

- (2) The written protest may be delivered in person or via certified mail to the PWD.
- (3) The protest must be physically received by the PWD by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PWD shall meet the following prerequisites:
  - a. The name, address, and business telephone number of the protestor.
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
  - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
  - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

#### PROTEST REVIEW AND APPEAL

- (1) Upon receipt of a protest, the PWD shall review all the submitted materials and shall create and retain a written record of the review. The PWD shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PWD shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) The PWD' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PWD, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PWD. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PWD shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

## **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Atwater. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Atwater may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

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**All submittals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Matt Del Real  
Public Works  
Superintendent  
City of Atwater  
470 Aviator Dr  
Atwater, CA 95301  
(209) 777-1316  
[jvinson@atwater.org](mailto:jvinson@atwater.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.

**CITY OF ATWATER  
GENERAL SERVICES AGREEMENT**

This Agreement is made and entered into as of June 10, 2024 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California (“City”), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

\_\_\_\_\_ (hereinafter referred to as “the Project”).

B. Contractor is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Contractor to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Contractor shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of \$ \_\_\_\_\_ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Contractor for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Contractor or the City, and informal consultations with the other

party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Contractor and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance].**

**[If engaging the Contractor for a particular term, use the following provision]**

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Contractor shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). **[If the City has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Contractor to perform a discrete task with a specified deadline, use the following provision]**

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Contractor shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Contractor shall assist the City, as requested, in obtaining and maintaining all permits required of Contractor by federal, state and local regulatory agencies.

c. If applicable, Contractor is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Contractor 's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Contractor 's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor 's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractor s who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Contractor from employing independent associates and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Contractor shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Contractor shall maintain

full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all Subcontractor to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Contractor shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
	\$1,000,000 combined single limit
	\$1,000,000 per accident or disease
	\$1,000,000 per claim and aggregate (errors and omissions)

- (ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10)

days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its Subcontractor.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or Subcontractor to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or Subcontractor shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors or Subcontractor.

## 12. Indemnification.

a. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractor's or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

b. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Subcontractor to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all Subcontractor performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any Subcontractor s, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor ’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor ’s performance of services, including any delay, shall be Contractor ’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

14. Safety.

Contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractor s and sub-Subcontractor to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Merced.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Contractor . In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall

pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Contractor of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Contractor .

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Contractor in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Contractor as a part of the Services or authorized Additional Services ("Contractor Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Contractor may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Contractor agrees to treat such information as confidential information belonging to City. The contractor agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Contractor agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Contractor shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Contractor shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Atwater  
1160 Fifth Street  
Atwater, CA 95301  
Attn: City Manager  
Citymanager@atwater.org

CONTRACTOR :  
[\*\*\*INSERT NAME, ADDRESS  
& CONTACT PERSON\*\*\*]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor .

24. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Contractor as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Contractor s

City reserves its right to employ other Contractor s, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor , to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor , any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Federal Requirements [\*\*\*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY\*\*\*]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF ATWATER  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ATWATER**

**CONTRACTOR**

By: \_\_\_\_\_  
Christopher Hoem, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

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

**ATTEST:**

By: \_\_\_\_\_  
Kory J. Billings, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Frank Splendorio, City Attorney

|

ATTACHMENT B

**SCOPE OF SERVICES**

I. **IRRIGATION - GENERAL**

Irrigation shall be accomplished by the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility.

A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making necessary adjustments to prevent excessive water run-off into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. Sprinkler heads;
2. Sprinkler caps;
3. Sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Underground electric connectors inside valve boxes;
8. Quick coupler valves and caps;
9. Hose bibs.

B. Inspection

The contractor shall inspect all areas covered by an automatic irrigation system for any malfunction during each schedule service of each District. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works or his designee.

## ATTACHMENT B

### C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, will be done by others and billed to the contractor.

### D. Irrigation to be accomplished as follows:

Turf and Groundcover - Turf and groundcover areas to be watered, as required, to maintain horticulturally acceptable growth and color, as well as promote deep root growth. Daily shallow water applications should be avoided where possible in favor of deeper water applications. Water to turf and groundcover areas to generally be applied between 3:00 a.m. and 7:00a.m. where possible to lower the risk of fungus in cool season turf.

Banks and Slopes - Sloped landscape areas to be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color. Best irrigation practice is to promote deep root growth with a minimum of run-off.

Shrubs and Trees - Shrubs and trees to be irrigated as needed to maintain horticulturally acceptable growth and color.

Irrigation rates to be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run-off to be kept at a minimum.

Newly Planted Trees, Shrubs, Groundcover, and Turf - All newly planted areas to receive special attention until plants are established. Adequate water to be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period.

## II. WEED CONTROL - GENERAL

For the purposes of this specification, a weed shall be considered to be any undesirable plant or plant growing out of place.

## ATTACHMENT B

All landscaping within the specified maintenance areas including lawns, shrubs, groundcover beds, planters, and tree wells shall be kept free of all weeds at all times. Complete removal of all weed growth is to be accomplished every thirty (30) days on a continuing basis, not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

### A. Use of Chemical Pesticides for Weed Control

The contractor shall abide by all rules and regulations of the California Department of Pesticide Regulation, Department of Health, Merced County Agricultural Commissioner, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and contractor's employees during chemical weed control operations. All posting regulations shall be followed in accordance with current D.P.R. regulations in regards to re-entry times.

Great care shall be taken by the contractor to avoid herbicide drift onto non- target plants.

### III. **DISEASE AND PEST CONTROL**

The contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation.

Upon approval of the Director of Public Works or his designee, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

### A. Use of Chemical Pesticides

All rules of the California Department of Pesticide Regulation, Merced County Agricultural Commissioner, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed.

Great care shall be taken to avoid pesticide drift onto non-target organisms.

### IV. **PRUNING – GENERAL**

All shrubs, trees, groundcover, and other vegetation growing in the work areas shall be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

## ATTACHMENT B

Plant growth is to be kept to prevent its encroachment into walks, passageways, curbs, and streets. Clear view of traffic signs and intersections is to be maintained at all times. Plant growth shall not exceed height of block walls.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

### A. Trees

The contractor shall be responsible for all pruning that can be reached with a 12- foot pole-saw by a man standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the Director of Public Works or his designee's attention within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

### V. LITTER REMOVAL

During maintenance cycles all trash, debris, and dead limbs shall be removed from landscaped areas to include curb and gutter.

### VI. FERTILIZATION - GENERAL

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

The contractor shall notify the Director of Public Works or his designee in advance of fertilization application.

ATTACHMENT B

VII. **REPLACEMENT OF PLANT MATERIAL**

- A. The contractor shall notify the Director of Public Works or his designee within four (4) days of the loss of plant material due to any cause.
- B. The contractor shall supply all labor and materials to replace any tree, shrub, turf, or groundcover damaged or lost through the contractor's faulty maintenance or negligence.
- C. The size and species of replacement plant material shall be determined by the Director of Public Works or his designee.
- D. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment.

The value will be deducted from the contract payment. The value will be determined using the latest I.S.A. guidelines.

Any plant damaged or lost through theft, vehicular damage, act of God, or other mysterious sources not the responsibility of the contractor, shall be replaced by the City.

VIII. **TURF MAINTENANCE**

A. Mowing

All Lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth, even cut without tearing. Blade adjustment to provide uniform cut with no ridges or depressions.

All mowers are to be cleaned prior to each mowing to avoid possible weed invasion. All litter shall be removed prior to mowing.

Mowing to be performed so that no more than one-third of the grass blade is removed in returning the grass to acceptable height for the species being mowed.

All turf areas are to be mowed once a week on a preset day. Any changes to this schedule are to be approved in advance by the Director of Public Works or his designee.

During periods of heavy growth, more than one mowing per week may be required in high maintenance areas.

- B. All turf to be edged adjacent to improved surfaces. If no improved surface exists, turf edges shall be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.

## ATTACHMENT B

Edging to be performed at every turf mowing.

Clippings shall not be left in roadways, gutters, or walkways.

### IX. **GROUNDCOVER MAINTENANCE**

- A. All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth.
- B. Groundcover beds shall be periodically edged to keep them in their intended space and off of street curb. Groundcover shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Director of Public Works Operations or his designee.
- C. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated. Groundcover shall not be allowed to encroach into lawns, shrub beds, street curb, or other areas deemed as undesirable by the Director of Public Works or his designee.
- D. Groundcover plantings shall be thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.
- E. Litter clean up shall be completed by contractor during maintenance intervals.

### X. **TRAFFIC CONTROL SETUP**

The purpose of traffic control devices, as well as principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways & sidewalks.

- A. Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control.
- B. The contractor shall follow California Manual on Uniform Traffic Control Devices (CA-MUTCD) 2014 or latest Edition in order to perform required maintenance. Contractor shall ensure all Temporary Traffic Control (TTC) devices follow CA-MUTCD 2014 or latest edition.
- C. The contractor shall follow all City of Atwater Municipal Code ordinances, Public Works and Engineering Departments rules and regulations regarding traffic control measures, such as: proper use of traffic cones, lane closures, modified lane closures, directional signage, directional signals, and speed control limits.

## ATTACHMENT B

### **SPECIAL NOTE**

Landscape maintenance services are to be provided to each District weekly, unless noted otherwise. The contractor is required to provide the City with a weekly work schedule of maintenance areas to be serviced (one week in advance).

In addition, the contractor is to maintain work record logs of areas completed, and make available to the City upon request.

ATTACHMENT C

**LANDSCAPE MAINTENANCE LOCATIONS**

**Maintenance Districts**

5010 – Price Annexation

- A. Landscape area on both sides of Juniper from Valley Street to Buhach road, including medians
- B. Two median islands on N. Buhach Rd between the Livingston Canal and Juniper Ave
- C. Landscape area on the West side of Buhach Rd from Juniper Ave to Green Sands Ave, including 4 medians in roadway
- D. Approximately 1,313 sq feet of landscape area on east side of Bridgewater Street between Juniper Ave and Arrowwood Lane
- E. Entryway median island on Bridgewater Street between Juniper Ave and Arrowwood Lane
- F. Landscape area on the north side of Green Sands Ave between Buhach Rd and the end of the block wall west of Augusta Lane
- G. Landscape area on the north side of E. Broadway Ave starting adjacent to the west side of the Storage Facility to the west side of 971 E. Broadway Ave.

5012 – Sandlewood Square

- A. Landscape area starting on the north east corner of Winton Way and Juniper Ave to the east side of Winton Way stopping adjacent of the storm drain basin where block wall ends
- B. Landscape area on north side of Juniper Ave between Winton Way and east of Birchwood Way where the block wall ends.
- C. Landscaping north side of Redwood Ave adjacent to drainage basin

5014 – Parjaro Dunes

- A. Landscape area on the west side of Malibu Lane from E. Broadway north to the end of the drainage basin
- B. Landscape area on the north side of E. Broadway Ave from the west side of Alameda Terrace where the block wall ends to the east side of Malibu Lane where the block wall ends

5016- Redwood Estates

- A. Landscape area on the south side of Fruitland Ave between the east side of Soquel and the eastern boundary of the Redwood Estates subdivision

5022 – Silva Ranch

- A. Entryway median island on Mogliotti Ave between E. Broadway Ave and Branco Ave
- B. Landscape area on west side of Mogliotti Ave between E. Broadway Ave to 205 Branco Ave
- C. Landscape area on east side of Mogliotti Ave between E. Broadway Ave to 212 Branco Ave

5024 – Mello Ranch

- A. Entryway median on Grandview Dr between Avenue One and Summerglen Dr
- B. Entryway traffic circle located at Grandview Dr and Summerglen Dr
- C. Landscape area on the north side of Avenue One from the western boundary of Mello Ranch subdivision to the eastern boundary of Mello Ranch subdivision

ATTACHMENT C

- D. Landscape area on west and east side of Grandview Ave between Avenue One and Summerglenn Dr

5027 – Juniper Meadows

- A. Landscape area on north side of Juniper Ave from west side of Rancho Del Rey Dr to western boundary of 1901 Pollitt Ct

5029 – Camellia Meadows

- A. Landscape area on the south side of Gertrude Ave between Leah Way and the western boundary of Camellia Meadows subdivision and Leah Way and the eastern boundary of Camellia Meadows subdivision  
B. Landscape area on east side of Leah Way along drainage basin

5031 – Stone Creek

- A. Entryway median on Stone Creek Dr between E. Bellevue Rd and Sandstone Way  
B. Landscape area on south side of E. Bellevue between west side of Granite Dr to the western boundary of Stone Creek subdivision  
C. Landscape area in front of drainage basin located on Stone Creek Dr and Travertine Way

5033 – America West Business Park

- A. Two median islands on Bell Dr located east of Shasta Dr between Freedom Ln and the eastern boundaries of the American West Business Park and Bell Crossing Developments.

5035 – Bell Crossing

- A. Three entry way medians on Truckee Dr from Bell Dr to the residential gateway area  
B. Landscape area on the west and east side of Truckee Dr from Bell Dr to the residential gateway area

5037 – Atwater South

- A. Landscape areas on the west and east side of Miramonte Dr between Avenue One and Cordelia Ct  
B. Two entryway medians on Miramonte Dr between Avenue One and Vistana Ct  
C. Entryway traffic circle at Miramonte Dr and Vistana Dr  
D. Landscape area North of 3487 Tres Logos Drive (westside of street) to West Donna Drive  
E. Landscape areas on the west and east sides of Camrose St between Avenue One and Cordelia Dr  
F. Two entryway medians on Camrose St between Avenue One and Vistana Dr  
G. Entryway traffic circle at Camrose St and Vistana Dr  
H. Landscape area on the south side of Avenue One from east side of Buhach Rd to eastern boundary of Atwater South subdivision  
I. Landscape area on the east side of Buhach Rd between Avenue One and Green Sands Ave  
J. Landscape area on the north side of Green Sands Ave between east side of Buhach Rd to eastern boundary of Atwater South subdivision  
K. Landscape area for trail/bicycle path from Avenue One to Monument Ct

## ATTACHMENT C

### 5040 – Mello Ranch 2

- A. Entryway median on El Rodeobaugh Way between Avenue Two and De La Vina Ct
- B. Entryway traffic circle located at El Rodeobaugh Way and De La Vina Ct
- C. Landscape area on the south side of Avenue Two from the eastern boundary of Mello Ranch subdivision to the western boundary of Mello Ranch subdivision
- D. Landscape area on the west and east side of El Rodeobaugh Way between Avenue Two and De La Vina Ct

### 5042 – Meadow View

- A. Landscape area on the north side of Nebela Dr located 120 west of the northwest corner of Nebela Dr and Rondel Rd.

### 5044 - Aspenwood

- A. Landscape area on the east side of Shaffer Rd between the southern boundary of Aspenwood subdivision and the northern boundary of Aspenwood subdivision

### 5046 – Applegate Ranch

- A. Four median islands on Commerce Ave between Applegate Rd and Atwater Drain Channel

### 5054 - Simon

- A. Landscape area on the northeast corner of Sunset Dr and Everett St

ATTACHMENT D

*\*Use Whole Numbers Only*

<b>Maintenance Districts</b>	<b>Weekly</b>	<b>Bi-Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>
5010 <u>Price Annexation</u>	\$ _____	\$ _____	\$ _____	\$ _____
5012 <u>Sandlewood Square</u>	\$ _____	\$ _____	\$ _____	\$ _____
5014 <u>Parjaro Dunes</u>	\$ _____	\$ _____	\$ _____	\$ _____
5016 <u>Redwood Estates</u>	\$ _____	\$ _____	\$ _____	\$ _____
5022 <u>Silva Ranch</u>	\$ _____	\$ _____	\$ _____	\$ _____
5024 <u>Mello Ranch</u>	\$ _____	\$ _____	\$ _____	\$ _____
5027 <u>Juniper Meadows</u>	\$ _____	\$ _____	\$ _____	\$ _____
5029 <u>Camellia Meadows</u>	\$ _____	\$ _____	\$ _____	\$ _____
5031 <u>Stone Creek</u>	\$ _____	\$ _____	\$ _____	\$ _____
5033 <u>America West</u>	\$ _____	\$ _____	\$ _____	\$ _____
5035 <u>Bell Crossing</u>	\$ _____	\$ _____	\$ _____	\$ _____
5037 <u>Atwater South</u>	\$ _____	\$ _____	\$ _____	\$ _____
5040 <u>Mello Ranch 2</u>	\$ _____	\$ _____	\$ _____	\$ _____
5042 <u>Meadow View</u>	\$ _____	\$ _____	\$ _____	\$ _____
5044 <u>Aspenwood</u>	\$ _____	\$ _____	\$ _____	\$ _____
5046 <u>Applegate Ranch</u>	\$ _____	\$ _____	\$ _____	\$ _____
5054 <u>Simon</u>	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total:</b>	\$ _____	\$ _____	\$ _____	\$ _____

Hourly Labor Rate for Special Service Request \$ \_\_\_\_\_