

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
PUBLIC WORKS (Projects Over \$25,000)**

Bid Submission Address:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.1200

Return bid to address above.

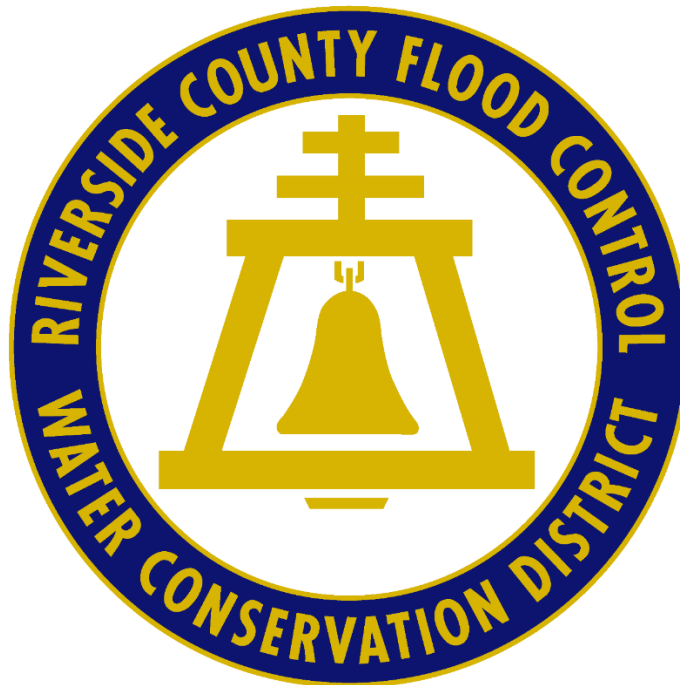
Request for Bids No. FCARC- 00173

Buyer: Marilyn Weisenberg
Bid Issue Date: 05/16/2022
Job Walk Date: 05/25/2022
Bid Closing Date: 06/14/2022
on or before 1:30 p.m. Pacific Time

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

REQUEST FOR BIDS NO. FCARC-00173

LANDSCAPE MAINTENANCE AND ANNUAL TREE TRIMMING



Administrator:

**Marilyn Weisenberg, Administrative Services
Purchasing Supervisor, Finance Division**

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

Telephone: 951.955.4348

Cell: 951.318.7774

Email: mcweisen@rivco.org

NIGP Code(s): 98836; 98888

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**PUBLIC WORKS
NOTICE INVITING BIDS**

1. The **Riverside County Flood Control and Water Conservation District**, herein called "DISTRICT", invites sealed bids for:

Monthly Landscape Maintenance and Annual Tree Trimming Services

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents:

SITE: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

ESTIMATED PROJECT COST: \$92,000 annually

2. **CONTRACT DOCUMENTS** - Each bid shall be in accordance with all of the Contract Documents.
- a. **DRAWINGS:** The following drawings and plans are applicable to this project and made part of the Contract Documents:
- Drawings:** The drawings will not be distributed at the mandatory bidder's conference as they are included in the RFB Package.
- b. **GENERAL CONDITIONS:** The General Conditions applicable to the work called out on page of this RFB and can be accessed by going to www.purchasing.co.riverside.ca.us, located in Vendors/Standard Terms & Conditions.
- c. **DISTRICT WEBSITE:** Addenda and other information related to the RFB are available at: <http://rcflood.org> under Non Construction Bids
3. **LICENSE REQUIRED** - The following license is required for this project:
C-27 LANDSCAPING CONTRACTOR
Business License for the City of Riverside
4. Any contact with DISTRICT personnel regarding this procurement, other than the Buyer referenced in this RFB, may result in disqualification of your bid.

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5. TIMELINES -

<p>1. Release of Request for Bids:</p>	<p>Date: May 16, 2022</p>
<p>2. Mandatory Bidder Conference: Attendees more than five minutes late will not be allowed to attend. Bids will not be accepted from bidders that did not attend the mandatory bidder conference.</p>	<p>Date: May 25, 2022 Time: 8:00 a.m. Location: RCFC District Grounds 1995 Market Street Riverside, CA 92501 Please meet inside the Lobby Cell No.: 951.955.4348, Marilyn Weisenberg</p>
<p>3. Deadline for Submission of Questions: Email: mcweisen@rivco.org Responses will post on: http://rcflood.org under Non-Construction Bids</p>	<p>Date: June 1, 2022 Time: No later than 1:30 p.m. Responses will post on Friday June 3</p>
<p>Deadline for Bids: It is the responsibility of the bidder to deliver to the DISTRICT: 1. One (1) printed original proposal with required documentation and original Bid Bond. 2. One (1) flash drive that includes the proposal and required documentation. Please ask the Lobby Counter personnel to date stamp the envelope and include the time. Initial Bids will be posted on June 15, 2022: http://rcflood.org under Non-Construction Bids</p>	<p>Date: June 14, 2017 on or before 1:30 p.m. Pacific Time Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, CA 92501 Lobby Counter</p>

6. BID SUBMITTAL - All bids must be submitted on the Bid Form (pages 6 through 14**). Please note that all bids will require the Bid Bond be completed and submitted with the bid package. The bid shall be delivered (no e-mail delivery) to the DISTRICT at the address stated below on or before 1:30 p.m. PST on the closing date. **The RFB number, title, and closing date and time shall appear on both the envelope and the bid cover sheet. Under no circumstances will a bid be accepted after the closing date and time.****

BIDS SHALL BE DELIVERED TO:

Riverside County Flood Control
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1995 Market Street
Riverside, CA 92501

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7. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT - The County has adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) pursuant to County Ordinance No. 757. The County, through its Purchasing Agent, may bid and award a contract pursuant to the procedures stated in the Act. The Purchasing Agent's current maximum authority under the Act is \$175,000 for a single contract. All applicable public works requirements still apply.

8. PREVAILING WAGES AND LABOR CODE REQUIREMENTS - This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements including, but not limited to, Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776.

County Purchasing and Fleet Services has obtained the most recent determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation and similar purposes; this will be made available to any bidder upon request. This information can also be obtained at the California State Department of Industrial Relations, 464 West Fourth Street, San Bernardino.

The awarded bidder shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractor submitting a bid, or subcontractor listed on the Bid Form, must be currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. No contractor or subcontractor will be awarded without proof of current D.I.R. registration.

9. The awarded bidder must hold the required California license, in good standing with the Contractor State License Board, at the time of submitting its bid and continuously thereafter until project completion. A subcontractor may possess the required license only if allowed by applicable law. Licensure statements are made under penalty of perjury.

10. The awarded bidder will be required to furnish performance and payment bonds and insurance documents in accordance with the requirements stated in this RFB.

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

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> ATTACHMENT A, B | <input checked="" type="checkbox"/> PLANS/DRAWINGS TREE DIAGRAM | <input type="checkbox"/> SAMPLES | <input type="checkbox"/> EXHIBITS |
| <input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS | <input checked="" type="checkbox"/> CONTRACTOR'S QUOTE FORM | <input checked="" type="checkbox"/> BID BOND FORM | <input checked="" type="checkbox"/> PAYMENT BOND FORM |
| <input checked="" type="checkbox"/> PERFORMANCE BOND FORM | <input checked="" type="checkbox"/> AGREEMENT FORM | *116-222- GENERAL CONDITIONS/PUBLIC WORKS | |

***OTHER TERMS AND CONDITIONS** The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. **To access any of these General Conditions, go to www.purchasing.co.riverside.ca.us located in Vendors/Standard Terms & Conditions.**

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INSTRUCTIONS TO BIDDERS

1. **CONTRACTOR REGISTRATION** - The awarded bidder shall register all of its current information with the County's online database please contact the Buyer to receive an on-boarding invitation, if not already registered, or update its information if already registered. It is suggested that all bidders register in the County database so their information will be available for future consideration.
2. **PRICES/NOTATIONS** - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately. All signatures must be by an authorized representative of bidder.
3. **PRICING/TERMS/TAX *if applicable** - All pricing shall be bid F.O.B. destination, including applicable tax, permits and licenses. The DISTRICT pays California sales tax and is exempt from federal excise tax. The Contractor shall pay all taxes related to the work. In the event of an extension error, the unit price shall prevail.
4. **ADDENDA TO RFB** - The DISTRICT reserves the right to issue such addenda to the RFB as it may desire at any time prior to the time for receiving bids. The number and date of each addendum shall be listed on each bid in the space provided.
5. **DISTRICT RESERVATION OF RIGHTS** - The DISTRICT reserves the right to reject any or all bids, to waive any discrepancy, technicality or informalities in a bid or in the bidding process, and to make the award in any manner determined by the DISTRICT to be most advantageous to the DISTRICT.
6. **WITHDRAWAL OF BID** - A bid may be withdrawn only prior to the bid closing date and time. No bidder may withdraw or modify its bid for a period of sixty (60) calendar days after the bid closing date.
7. **INTERPRETATION OF THE BID DOCUMENTS** - Discrepancies in and omissions from any of the Contract Documents, questions as to their meaning, or uncertainties that might cause disputes shall immediately be brought to the attention of the DISTRICT by the bidder. Any interpretation of the terms of the Contract Documents will be made only by written addenda issued by the DISTRICT and available at <http://rcflood.org>. The DISTRICT will not be responsible for any other explanations or interpretations.
8. **ADDITIONAL INFORMATION** - Prior to award, the DISTRICT reserves the right to require additional information from a bidder including, but not limited to, information regarding the bidder's financial responsibility or other information the DISTRICT determines is necessary to ascertain whether the bid is in fact the lowest responsible and responsive bid submitted
9. **AWARD OF CONTRACT** - The bid shall be awarded upon issuance of a DISTRICT purchase order, which shall include the Contract Documents by reference or attachment.

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BID FORM
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The bidder, having carefully examined the proposed site and all of the Contract Documents, proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFB in strict conformity with all of the Contract Documents.

The bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

BID SUMMARY
(EXAMPLE BELOW)

Item Description	Quantity	Unit	Unit Price	Amount
1. Monthly Landscape of District Grounds (Once a week)	12	Mo.	\$ _____	\$ _____
2. Annual Trimming for 5 large Ash Trees	5	Ea.	\$ _____	\$ _____
3. Annual Trimming for Trees Exceeding 15 Feet in Height	100	Ea.	\$ _____	\$ _____
4. Bi-Annual Trimming Along the CalTrans Freeway Fence	2	Ea.	\$ _____	\$ _____

BASE BID

The undersigned agrees to perform all work required for this project for the sum of: \$ _____
(List sum of Items 1 through 4.)

These prices include all applicable taxes, permits, licenses, insurance and bond costs, and all other costs incidental or related to the work.

The following percentage information must also be provided for the Base Bid (though it will not be used in awarding the contract):

Labor: _____% Materials: _____% Other: _____% **All three must total 100%.**

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Alternate and As Requested Items

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>EXTENDED COST</u>
1. Replenishment of Mulch Throughout the Grounds	1	LS	\$ _____	\$ _____
2. Miscellaneous Plant Replacement (Standardized)	1	LS	<u>\$5000.00</u>	<u>\$5,000.00</u>
3. Miscellaneous Parts (Standardized)	1	LS	<u>\$7,000.00</u>	<u>\$7,000.00</u>
4. Annual Power Wash of All Outdoor Concrete Benches/Tables and Landscape Information Signs.	1	LS	\$ _____	\$ _____
5. Prevailing Wage Hourly Rate for Landscaper Irrigation Repairs	250	Hr	\$ _____	\$ _____
TOTAL				

PAYMENT TERMS: Monthly Billing

LIQUIDATED DAMAGES - It is agreed that time is of the essence for completion of this work. Therefore, the parties agree the awarded bidder (Contractor) shall pay to the DISTRICT, as fixed and liquidated damages and not as penalty, a dollar sum in the amount of \$N/A per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed.

TIME FOR COMPLETION *if applicable - The work shall be commenced on a date to be specified in a written order from the DISTRICT and shall be ongoing for once (1) a week monthly maintenance. The DISTRICT and the vendor will determine the dates for the annual tree trimming with specified completion dates.

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BID FORM

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DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the California Public Contract Code, the following is a complete list of each subcontractor who will perform work or labor or render service in or about the project in the amount in excess of 1/2 of 1% of the total bid.

PORTION OF THE WORK

SUBCONTRACTOR

**LICENSE AND
D.I.R. NUMBERS**

% AMOUNT

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AWARD OF CONTRACT

The bidder understands that a contract is formed upon the acceptance of its bid by the DISTRICT. The bidder agrees it will promptly execute and deliver to DISTRICT the Agreement together with the required Payment and Performance Bonds and insurance documents.

BID GUARANTEE

The enclosed certified or cashier's check or bid bond on the provided form, made payable to the DISTRICT in the amount of ten percent (10%) of the total bid, is hereby given as a guarantee that the bidder will execute and deliver the Agreement and required bonds if awarded the contract. In the event that the bidder fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the DISTRICT as a result of such failure or refusal.

Name of Bidder:

Type of Organization:

Signature:

Name and Title:

Address of Bidder:

Telephone No.:

Email:

Contractor's License No.:

Classification:

Expiration:

DIR Registration No.:

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TO BE SUBMITTED WITH BID
NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted its bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city],
_____ [State].

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Bidder]

[Office or Title]

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BID BOND
Page 1 of 2

(Public Work – Public Contract Code Section 20129 (a))

WHEREAS, the undersigned _____ ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated _____, 20____, in the amount of _____ (\$ _____)

for the award by County to Principal of a contract ("Contract") for the following: Riverside County Flood Control and Water Conservation District Monthly Landscaping Maintenance and Annual Tree Trimming.

WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW, THEREFORE, the Principal and _____ ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of _____ (\$ _____) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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BID BOND
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In the event any legal proceeding or arbitration is brought upon this bond by DISTRICT and judgment, or award is entered in favor of DISTRICT as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the DISTRICT.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument under their several seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

(Business Address)

By _____
(Original Signature)
ATTORNEY-IN-FACT

Affix Corporate Seal

Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached.

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AGREEMENT
Page 1 of 2

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between _____, hereinafter called the "Contractor", and the Riverside County Flood Control and Water Conservation DISTRICT, hereinafter called "DISTRICT".

The parties mutually agree as follows:

CONTRACT DOCUMENTS: The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

STATEMENT OF WORK: The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete monthly landscaping and annual tree trimming on the DISTRICT grounds, in strict accordance with all of the Contract Documents.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order from the County and shall be completed within N/A following the date specified in DISTRICT's written order.

COMPENSATION TO BE PAID TO CONTRACTOR: The DISTRICT agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of:

_____ \$(_____).

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

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**AGREEMENT
Page 2 of 2**

Contractor's legal type of organization: _____

List names of all persons who have authority to bind the Contractor:

AGREED:

Firm Name:			
Address:			
Contractor's License No.:		Expiration:	
DIR Registration No.:			
Signature:	Date:		
Name and Title:			

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Signature: _____

Name and Title: _____

Date: _____

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PAYMENT BOND

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(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the DISTRICT on _____, 20____, has awarded Construction Contract Number FCARC-00134 ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project: Monthly Landscaping and Annual Tree Trimming Services.

WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
PUBLIC WORKS (Projects Over \$25,000)**

Bid Submission Address:

Riverside County Flood Control
and Water Conservation District
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Riverside, CA 92501
951.955.1200

Return bid to address above:

Request for Bids No. FCARC- 00173

Buyer: Marilyn Weisenberg
Bid Issue Date: 05/16/2022
Job Walk Date: 05/25/2022
Bid Closing Date: 06/14/2022
on or before 1:30 p.m. Pacific Time

PAYMENT BOND

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Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By

(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.

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PERFORMANCE BOND

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(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the County of Riverside ("County") on _____, 20____, has awarded Construction Contract Number FCARC-00134 ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project: Riverside County Flood Control and Water Conservation DISTRICT Monthly Landscaping Maintenance and Annual Tree Trimming, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129(b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

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Attachment A

Landscape Maintenance and Annual Tree Trimming

Scope of Services

Landscape areas are defined as all lawn areas, trees, shrubs, header boards, retaining walls, mowing strips, barked areas, ground cover and flower beds, artificial turf areas, potted plants, retention basins, planters, paver areas, and the Market Street slopes fronting the DISTRICT's address, including the slopes located outside the perimeter wall. CONTRACTOR shall comply with all federal, state, and local rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances.

Complete cooperation between the CONTRACTOR and the DISTRICT will be necessary to expedite the work with the least amount of interference or delay. No portion of the work shall begin without the CONTRACTOR giving notice and obtaining approval from the DISTRICT. The DISTRICT has minimal staff onsite each Friday, therefore, Fridays shall be the day of the week for the majority of routine services to occur. Other days shall be utilized for smaller jobs, repairs or emergencies.

Key Principles

The primary goal of the work is to ensure that weekly landscape maintenance is completed on the DISTRICT grounds as well as yearly service of tree trimming.

Program Objectives

1. Maintain all landscaping in professional manner.
2. Continue with the drought tolerant landscape as an example for our local communities and the DISTRICT's national audience.

Program Outcomes

The outcome expectation of the successful contractor will be a 5-year contract with the DISTRICT for professional landscape maintenance as defined in this Request for Bid.

1. WORKMANSHIP AND QUALITY

- 1.1 CONTRACTOR shall provide a reasonable level of quality in professional landscape maintenance compatible with standard industry practices and shall ensure that all work is continually supervised by the CONTRACTOR's supervisory personnel who can converse in English, who are technically qualified, and must possess a level of management skills required to implement modern methods and newly developed horticulture procedures. There shall be no less than three (3) workers and one (1) supervisor onsite for the weekly maintenance service. The CONTRACTOR shall provide the necessary employees to complete a special project and/or repair as to not

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disrupt the standard crew who are providing the weekly service maintenance.

- 1.2 CONTRACTOR's employees must be outfitted in the CONTRACTOR's company uniforms appropriate to the type of assignment that they are working. The CONTRACTOR's company shirt shall have an identifying company logo or patch
- 1.3 With prior DISTRICT approval, the CONTRACTOR shall be responsible to replace in kind and at DISTRICT expense any lawn, ground cover, trees, shrubs, header board, artificial turf, potted plants, flower beds or irrigation system components requiring replacement through normal attrition and/or infestation. Replacements required due to negligence resulting from CONTRACTOR failing to provide maintenance in accordance with the provisions of this Scope of Services will be at the expense of the CONTRACTOR. The DISTRICT must approve all substitutions.
- 1.4 CONTRACTOR shall be solely and completely responsible for the condition of the premises on which the work is performed and for the safety of all persons and property on the site during performance of the contract. CONTRACTOR shall comply with all governing safety regulations.

2. WORK NOT INCLUDED

- 2.1 The CONTRACTOR shall not be responsible for structure maintenance, repair or replacement of the following:
 - 2.1.1 Parking areas, driveways, roads, building, concrete walkways and related structures except in instances of damage to these structures by negligent actions on the part of the CONTRACTOR. In which case, the CONTRACTOR shall be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the DISTRICT.
 - 2.1.2 Losses/Damages beyond CONTRACTOR's control except for that appropriate maintenance, repair, or replacement of such losses or damage made by the CONTRACTOR after receipt of written approval from DISTRICT
 - 2.1.3 All utility services related to or required for the performance of this Agreement.

3. MATERIALS

- 3.1 The CONTRACTOR shall submit a list to the DISTRICT of all materials/chemicals that the CONTRACTOR proposes to use in the performance of this work. The list shall include a Safety Data Sheet ("SDS") for each material/chemical and shall meet all local, state and federal guidelines for use. Said list shall be submitted before the use of any product pursuant to the provisions of this agreement. The SOS will be

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submitted at the start of each new fiscal year and similar listing of changes in materials/chemical as proposed for use by the CONTRACTOR shall be submitted prior to use of the products. The following shall apply to the material indicated:

3.1.1 Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.

NOTE: In the event that the DISTRICT is connected to the City of Riverside's reclaimed water lines, areas that are irrigated with such water may require less fertilizer.

3.1.2 Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container or appropriate and properly labeled secondary container.

3.1.3 Tree stakes, tree ties, guy wires, and header boards shall be of materials matching the existing on the work site, or as specified by the DISTRICT.

3.1.4 Lawn seed for reseeding and over-seeding shall be a certified mixture to match existing grasses.

4. LAWN CARE

4.1 The CONTRACTOR shall maintain all lawn areas on the site in a healthy, growing condition by performing the following operations and other work incidental thereto:

4.1.1 MOWING: Lawn areas shall be mowed once every seven (7) days or more often, if necessary, unless otherwise specified, to maintain a neat, trim appearance. The CONTRACTOR shall remove all paper, rubbish, twigs, limbs, branches or debris from each lawn area prior to mowing. Mowing shall be done in a clean manner using sharp cutting edges. Bruising or rough cutting of grass shall not be permitted. Grass must be mowed to a uniform height, which shall be determined by CONTRACTOR and approved by DISTRICT for each area of the site. Mowing directions shall be periodically alternated. "Scalping" shall not be permitted.

4.1.2 TRIMMING: All lawn area edges along curbs and walkways shall be trimmed after each mowing. All shrubs and plants found against any of the DISTRICT buildings shall be trimmed weekly. Edging shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, guy wires, or any other object or structure within or bordering the lawn areas. Edges shall be neatly trimmed after each mowing and shall include trimming around trees, shrubs, valve boxes, valves

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and other obstacles located on the lawn. Trimming shall be done by powered edging equipment. Trimming shall be done around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. Turf around trees shall be mechanically or chemically edged at eighteen inches (18") around tree trunk. The CONTRACTOR shall avoid damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations. Any such damage shall be reported immediately to the DISTRICT.

- 4.1.3 GENERAL MAINTENANCE AND CLEANUP: In January of each year, the CONTRACTOR shall trim/prune all rose bushes, all trees, and bushes along the pathway adjacent to the freeway, the palm trees and parking lot trees, and trees and bushes on slopes along Market Street. The CONTRACTOR shall dispose of all trimmings offsite and in a lawful manner and leave entire site free from debris.

THE CONTRACTOR shall cleanup trash leaves, and any landscaping debris in the areas behind:

- a. Main trash enclosures located behind the main electrical room.
- b. Main generator enclosure
- c. Area behind Garage Building 2 and Market Street fencing.

Please note, the date of the tree trimming can fluctuate dependent upon the date of the last trimming.

The CONTRACTOR shall collect all paper, mowed grass, clippings, trimmings, cuttings, rubbish and debris, and dispose offsite in a lawful manner at the CONTRACTOR's expense. No clippings, trimmings, removed trees, cuttings, rubbish or debris resulting from CONTRACTOR's performance under this agreement shall be deposited in the refuse cans or dumpsters placed by the DISTRICT at various locations on the site. All general waste containers outside the buildings shall be emptied and all plastic bag inserts shall be replaced. CONTRACTOR shall provide plastic bags for replacement of outside trash containers. CONTRACTOR shall keep lighting that is fixed to Buildings 1 and 1A and the trash enclosure free of webs and debris caused by dead foliage.

The CONTRACTOR shall keep all fences, sidewalks, paths, curbs, pots, benches, tables, and gutters free from leaves, weeds, grasses, rocks, litter and other debris.

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The CONTRACTOR shall keep all cracks and seams in sidewalks, curbs, street gutters and other paved areas free of grass and weeds.

The CONTRACTOR shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.

The CONTRACTOR shall repair any eroded places on the landscaped area by replacement of topsoil and ground cover to bring such eroded places back to original grade. The cause of erosion shall be reported promptly to the DISTRICT.

The CONTRACTOR shall clean all trash and debris from the Emergency Generator and Refuse Container enclosures or any other enclosure retaining such trash and debris throughout the DISTRICT site and next to the main buildings.

Work site shall be left orderly and neat upon completion of work for that day.

The CONTRACTOR is responsible for all traffic control required as a result of this Agreement. A traffic plan shall be submitted to and approved by the DISTRICT prior to performing any work requiring traffic control.

Notification of all "specialty type" maintenance operations shall be given to the DISTRICT forty-eight (48) hours prior to each of these operations by the CONTRACTOR. "Specialty type" maintenance operations are defined as: fertilization, pre-emergent weed control, turf de-thatching and preventative application of turf fungicide.

CONTRACTOR shall protect in place all synthetic turf grass and keep those clean from any trash, leaves and debris as needed.

CONTRACTOR shall clean the fountain area located in the DISTRICT's exterior courtyard (adjacent to main entrance/lobby) and add water to the fountain as needed during the weekly visits. CONTRACTOR shall also clean drains, inlets, and outlets and keep those clean from any trash, leaves and debris.

5. WEEDS, DISEASE AND PEST CONTROL

- 5.1 The CONTRACTOR shall have all required permits and licenses for the possession and use of pesticides. The CONTRACTOR's employees shall have the required training before applying pesticides. Whenever herbicides are used, CONTRACTOR shall apply when air currents are still to prevent any toxic exposure to any persons.

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5.2 The CONTRACTOR shall utilize Integrated Pest Management practices and be responsible for the selection and proper use of insecticides, fungicides, herbicides, and rodenticides, and for the specific applications for which the same may be used. Any property damage resulting from the use of such pesticides shall be the responsibility of the CONTRACTOR.

5.3 Lawn, tree, shrub, and ground cover areas shall be kept free of weeds and may be done manually or by the use of selective weed killers or pre-emergent sprays. The CONTRACTOR shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. Spraying shall be done only at times when there is no wind, and in compliance with all federal, state, and local laws and regulations.

NOTE: Extremely toxic materials, such as Category I pesticides, shall not be used at any time.

6. AERATING AND RENOVATING

6.1 Lawn areas shall be aerated at least once each year and shall be renovated as necessary to maintain quality. Renovating shall consist of verti-cutting and raking to remove thatch, followed by reseeding and top dressing. Such aeration shall be done more frequently, if required, to maintain good water penetration.

6.2 As required by the DISTRICT, CONTRACTOR shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with topsoil. Over-seeding of turf areas as necessary shall also be included in this scope of work.

7. WATERING

7.1 Prior to the start of the contract, the CONTRACTOR shall inspect all installed irrigation systems on the site and shall report damage or malfunction of any system to the DISTRICT.

7.2 CONTRACTOR shall ensure that the lawn areas are deeply watered as required by weather conditions to provide adequate moisture for optimum growth. Automatic smart controllers have been installed and shall be Contractor's responsibility to maintain to ensure proper operation. At no time shall the lawn areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water and at no time shall watering be allowed during rain events. It is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner if such condition exists by adjusting the smart controllers under the supervision of the DISTRICT.

7.3 If at any time a sprinkler within the irrigation system is found not to cover the lawn

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area in which it was installed, the CONTRACTOR shall notify the DISTRICT and, if approved, shall install additional sprinklers as required to uniformly water the lawn areas.

- 7.4 Irrigation controllers and watering are set to use repeat cycling where possible to allow water to soak in and prevent runoff and overwatering. It is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner if such conditions exist by adjusting the smart controllers under the supervision of the DISTRICT.
- 7.5 CONTRACTOR shall inspect valves and controllers on a weekly basis to ensure they are functioning properly and if needed make any necessary corrections under the supervision of the DISTRICT.
- 7.6 In the event of an emergency regarding irrigation, CONTRACTOR shall take immediate action to avoid catastrophic damage. CONTRACTOR shall also contact the DISTRICT immediately to discuss the emergency. The cost will be addressed on the next available business day.
- 7.7 Throughout the term of the contract, the CONTRACTOR shall be responsible for the effectiveness of the irrigation systems on the site. The CONTRACTOR shall:
- o Adjust and trim around all sprinkler heads to obtain and maintain proper water coverage.
 - o Ensure that water lines feeding sprinklers and drip lines are flush regularly as necessary.
 - o Repair or replace, at the CONTRACTOR's expense, any irrigation system equipment damaged as a result of the CONTRACTOR's performance. CONTRACTOR must replace all broken items with item of same brand and model. The DISTRICT must approve all substitutions.
 - o Report promptly to the DISTRICT any damage to the irrigation systems.
 - o Provide labor and equipment for the repair or replacement of all leaking or malfunctioning lateral lines, sprinkler heads, valves and/or controllers.
 - o Shall report any mainline, valve, moisture sensors, decoder or controller problems to the DISTRICT within 24 hours of observation. The CONTRACTOR shall be familiar with the operation and maintenance of the existing irrigation system. *Please see item 7.6 that addresses emergency repairs.
 - o Watering shall be done at night or in the early morning and shall be controlled to prevent any runoff, ponding and overwatering.
 - o All systems shall be operationally checked by the CONTRACTOR immediately following each mowing to ensure that no damage was caused by the mowing.

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CONTRACTOR shall ensure that all irrigation sprinkler control time settings shall not create dry, brown spots in the turf areas and that all shrubbery or decorative planting shall be maintained in a healthy, vigorous state at all times. Further, the CONTRACTOR shall ensure that no water time settings shall cause over watering to create soggy sections in the turf or over wet areas in planting.

8. FERTILIZING

- 8.1 Lawn areas shall be fertilized not more than three (3) times each year. Applications of actual nitrogen shall be at a rate of three (3) pounds per 1,000 square feet of lawn each year. Fertilizer applications shall be March, June and October using 16.6.8 formulation with equal I-pound applications of nitrogen.
- 8.2 Lawn areas shall be watered immediately after fertilization to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered as "property damage" and shall be corrected by the CONTRACTOR.
- 8.3 The CONTRACTOR shall include fertilizing schedule information in a monthly work schedule.

9. TREES, SHRUBS AND GROUND COVER CARE

- 9.1 The CONTRACTOR shall maintain all trees, shrubs and ground cover on the sites covered by this agreement, in a healthy, growing condition by performing the following operations and other work, including:

WATERING: CONTRACTOR shall ensure that the trees, shrubs and ground cover shall be deeply and slowly watered deeply and slowly to establish moisture to the full depth of the root zones.

The CONTRACTOR shall make a moisture check of representative plants in the landscaping to establish a need for watering. A probe or other tool shall be used to check the moisture in the root ball as well as in the soil surrounding the root ball. If and when a lack of water situation occurs, it is the CONTRACTOR's responsibility to notify the DISTRICT and remedy the situation in a timely manner by adjusting the smart controllers under the supervision of the DISTRICT. The need for watering shall dictate the frequency of operation of installed automatic irrigation systems.

The CONTRACTOR shall maintain a water basin of such size around young trees, as is necessary to ensure that enough water can be applied to establish moisture through the major root zone. A water wand shall be used to break the water force when hand watering. Water basins shall be opened during

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the rainy season to allow surface drainage away from the root crown where excess water may accumulate.

PRUNING, MINOR TREE CARE (up to 15' above ground) AND TREE TRIMMING (15' above ground and greater): The CONTRACTOR shall ensure that only professionally qualified personnel using approved methods and techniques do pruning and trimming; excessive pruning or stubbing back shall not be permitted. All pruning cuts shall maintain the branch bark ridge and shall be clearly cut with no tearing of the bark. No flush cuts shall be permitted. Shearing of shrubs and ground cover shall be permitted only if specifically approved by the DISTRICT.

Re-stake and support trees when necessary; stakes and ties to be placed so no chafing of bark occurs. All guys and ties shall be checked frequently to prevent girding.

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, and which have vertical spacing from eighteen inches (18") to forty-eight inches (48") with radial orientation so as not to overlay one another.

Under no circumstances shall 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). Lower branches may be cut only after obtaining permission from the DISTRICT.

Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.

Pruning of trees and shrubs shall be done as needed to achieve the following:

- o To shape, particularly to correct misshaping caused by the wind.
- o To raise the lower branches of trees above head height wherever they overhang walks or paths.
- o To cut back shrubs and ground cover where they encroach on the walks, paths, paved areas and fence lines.
- o To remove suckers, water-sprouts and other undesirable growth on trees.
- o To remove all dead or damaged branches.
- o Minor pruning may be done at any time.
- o Pruning to remove a hazard shall be done immediately.

Trimming of trees at 15 feet above ground and greater should include crown restoration, the removal of dead branches and the thinning out/shaping of

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
PUBLIC WORKS (Projects Over \$25,000)**

Bid Submission Address:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.1200

Return bid to address above:

Request for Bids No. FCARC- 00173

Buyer: Marilyn Weisenberg
Bid Issue Date: 05/16/2022
Job Walk Date: 05/25/2022
Bid Closing Date: 06/14/2022
on or before 1:30 p.m. Pacific Time

each tree as necessary. (Please see Drawing 1 of approximate tree placement on DISTRICT Grounds.). Please note that five (5) large Ash trees are to be included but priced separately from the other large trees.

9.1.a Trim All Trees and Shrubs Along Caltrans fence line

Trim the vines from curb height up to 5 feet along the fence line. The shrubs that do not allow you to cut up to 5 (five) feet, they must be flattened out against the fence and shaped at the top. The trees on the DISTRICT side of the fence need to have the shrubs and vines cut away from them to receive adequate sunlight and avoid choking by other vegetation.

- 9.1.b The Contractor shall be responsible to count and confirm the tree sizes above and below 15 feet and submit to the DISTRICT an updated map for Attachment A-1. Pricing for services for trees above and below 15 feet will be established through this contract and may be negotiated each year through the 5 (five) year contract.

PLANTER AREAS:

The CONTRACTOR shall maintain all planters in a weed-free condition.

The CONTRACTOR shall control all pests and diseases.

The CONTRACTOR shall trim any dead material from all low shrubs and bushes to maintain a pleasing appearance at all time

10. EQUIPMENT

- 10.1 The CONTRACTOR shall furnish, maintain, and use efficient equipment and tools to perform the work required. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. The DISTRICT may direct that the CONTRACTOR discontinues the use of any equipment or tools that in the opinion of the DISTRICT are not in an acceptably safe and usable condition. **The contractor shall not store any equipment on DISTRICT grounds.**

11. WARRANTY

- 11.1 A one-year, 365-day unconditional warranty shall be in effect. The warranty shall cover all materials added or provided by the CONTRACTOR and workmanship. All warranty work shall be completed within two (2) weeks from written notice by DISTRICT.

12. UNDOCUMENTED WORKERS

- 12.1 This Agreement involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally.

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CONTRACTOR is reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the CONTRACTOR for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the CONTRACTOR from receiving future DISTRICT contracts.

13. LICENSING

- 13.1 CONTRACTOR is required to maintain a current and valid C-27 License.
- 13.2 CONTRACTOR is required to maintain a current business license with the City of Riverside.
- 13.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
- 13.4 Certified Payroll is required and reporting to the DIR is required.

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ATTACHMENT B

INSURANCE COVERAGE REQUIREMENTS:

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

1. Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$2,000,000 per person per accident. **The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.**

2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name **Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, Districts, special Districts and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, Districts, special Districts and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.**

For the complete Insurance Information, please refer to the General Terms and Conditions 116-222 and 116-220.

PLEASE NOTE ALL INSURANCE CERTIFICATES MUST BE RECEIVED PRIOR TO THE COMMENCEMENT OF ANY WORK.

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**DRAWING 1 SAMPLE DISTRICT TREE LAYOUT
CONTRACTOR TO CONFIRM, LOCATIONS AND QUANTITIES ARE APPROXIMATE.**

