

AGREEMENT FOR PARKS AND FACILITIES LANDSCAPE SERVICES

This agreement for Parks and Facilities Landscape Services (this “AGREEMENT”) is made and entered into this 10th day of September 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and Landscape Connection Group Inc. (the CONTRACTOR).

RECITALS

Whereas, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

RFP 831-24 PARKS AND FACILITIES LANDSCAPE SERVICES

Whereas, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

Now, therefore, the parties agree as follows:

1. Parties

The parties to this AGREEMENT are:

OWNER: City of Lancaster

CONTRACTOR: Landscape Connection Group Inc.

2. **Notices:** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNERS

PARCS DIRECTOR

City of Lancaster

44933 North Fern Avenue

Lancaster, CA 93534

CONTRACTOR

Landscape Connection Group Inc.

Michael Ayala, President & CEO

3313 West Avenue N-8

Palmdale, CA 93551

Phone 661-526-8739

Email landscapeconnectiongroup@mail.singleops.com

3. **Successors and Assigns:** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.
4. **Incorporation by Reference:** The OWNER'S RFP 831-24 and the CONTRACTOR'S proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.
5. **Precedence of AGREEMENT Documents:** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:
 - First: This AGREEMENT
 - Second: The OWNER'S RFP 831-24, all attachments and all addenda
 - Third: The CONTRACTOR'S proposal
6. **Description of Work:** OWNER hereby engage CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as EXHIBIT A. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The PARCS Director or her/his designee shall have the right to review and inspect the work during its performance at such times as may be specified by the PARCS Director or her/his designee.
7. **Obligations of the OWNER:**
 - a. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the "Scope of Work" shall be paid at the rates included in the schedule of pricing, billed per quantity of work actually completed. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in "Term and Payment Clause" attached hereto as EXHIBIT B attached hereto and made part hereof.
8. **Obligations of the CONTRACTOR**
 - a. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged in the performance of this AGREEMENT.

- b. CONTRACTOR shall be responsible for payment of all employee's and subcontractor's wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. Payment of Prevailing Wage:

- a. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rate for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under her/him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:
 - i. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five; or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
 - iv. When the CONTRACTOR provides evidence that she/he employs registered apprentices on all of her/his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if she/he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under her/him shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio

the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the prevailing wage provisions of this Section.
10. **Audit:** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.
11. **Hold Harmless and Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorneys' fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.
12. **Amendments:** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the PARCS Director and the CONTRACTOR.
13. **Non-Discrimination and Equal Employment Opportunity**
 - a. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. Termination for Convenience: The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of the OWNER, become the OWNER'S property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. Default and Termination for Cause

- a. In the event CONTRACTOR fails to perform all or any part of this AGREEMENT, OWNER may in its sole and absolute discretion (i) terminate this AGREEMENT pursuant to paragraph B of this Section, (ii) deduct and withhold from the payments otherwise due under this AGREEMENT the applicable unit price(s) set forth in CONTRACTOR'S Schedule of Pricing and Bid Schedule for the number of line items CONTRACTOR has failed to perform and provide written notice to CONTRACTOR of each such deduction as well as the reason(s) therefor, and/or (iii) assess liquidated damages as set forth in in Section 16.
- b. The City Manager or his/her designee of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:
 - i. If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or
 - ii. If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.
- c. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph B of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- d. If this AGREEMENT is terminated as provided above in paragraph B of this Section, OWNER may require CONTRACTOR to provide all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR'S services. In the event no new

CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

- e. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. Non-Satisfactory Performance: The parties recognize and agree that if CONTRACTOR fails to perform all or a portion of the services set forth in the “Scope of Work” attached hereto as EXHIBIT A at each location listed on EXHIBIT A (each, a “Location”), it is or will be impractical to determine the actual amount of damage caused by reason of such failure. It is therefore agreed that the CITY will deduct from its payments to CONTRACTOR the following sums in the event of the following failures of performance:

- a. Failure to complete weed removal at each Location occurrence \$250.00 per
- b. Failure to complete pest control at each Location occurrence \$125.00 per
- c. Failure to complete weekly mowing at each Location occurrence \$250.00 per
- d. Failure to complete weekly cleaning at each Location occurrence \$125.00 per

17. Independent Contractor: CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

18. Insurance

- a. The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability

Each Occurrence \$1,000,000

Per Project General Aggregate	\$2,000,000
Including products/completed operations	
Including contractual liability/independent contractors	
Including broad form property damage	
<i>Commercial Automobile Liability</i>	
Combined single limit per accident for	
bodily injury and property damage	\$2,000,000
<i>Workers Compensation</i>	
As required by the State of California	Statutory Limits
<i>Employer's Liability</i>	
Each accident	\$1,000,000
Bodily injury by disease	\$1,000,000
Each employee	\$1,000,000

- b. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability, Commercial Automobile coverage shall be at least as broad as ISO for CA 00 01.
- c. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- d. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.
- e. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect the OWNER insured entities or the insurer shall procure a bond guaranteeing payment or losses and related investigations, claim administration and defense expenses.
- f. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute to it.
- g. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

- h. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.
- i. Insurance written on a 'claims made' basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.
- j. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.
- k. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.
- l. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:
 - i. Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.
 - ii. List in the 'Descriptions of Operations/Locations/Vehicles/Special Items' section: **RFP No. 831-24 Parks and Facilities Landscape Services** City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.
 - iii. List in the 'Certificate Holder' section: The City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534.
 - iv. List in the 'Cancellation' section: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named herein.
- m. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

- n. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.
19. **Commencement and Completion of Work:** the execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its PARCS Director or her/his designee, has issued the notice to proceed. CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.
20. **Data Provided to CONTRACTOR:** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.
21. **CONTRACTOR'S Warranties and Representations:** CONTRACTOR warrants and represents the OWNER as follows:
- a. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.
 - b. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach of violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage, or gift.
 - c. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited 'conflict of interest' under applicable laws.
 - d. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. **Resolution of Disputes**

- a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
 - b. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties. If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.
 - c. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.
23. **Exhibits:** The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:
- a. Attachment A: Scope of Work
 - b. Attachment B: Term and Payment Clause
24. **Governing Law:** This AGREEMENT shall be governed by the laws of the State of California.
25. **Effective Date:** This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

26. Levine Act:

For Agreements

LEVINE ACT DISCLOSURE.

California Government Code section 84308 ("Levine Act") requires a party to a contract other than competitively bid, labor, or personal employment contract, to disclose any contribution of more than \$250 that the party (or their agent) has made to a member of the City Council or any other officer of the City as defined in the Levine Act within the prior 12 months. The Levine Act also prohibits for 12 months following a final decision, a party (or their agent) from making a contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may participate in the making of this Agreement.

A. By its signature on this Agreement, Landscape Connection group, Inc. represents and warrants [select one]:

Neither Landscape Connection Group, Inc. nor any agent acting on behalf of Landscape Connection Group, Inc. TO} has, within the 12 months preceding the commencement of negotiations of this Agreement, made any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR *Michael Coyt*

Landscape Connection Group, Inc (or an agent acting on behalf of Landscape Connection Group, Inc. has made a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who made the contribution:

Identify the City officer(s) who received the contribution:

B. By its signature on this Agreement, Landscape Connection Group, Inc. further represents and warrants [select one]:

Neither Landscape Connection Group, Inc nor any agent acting on behalf of Landscape Connection Group, Inc. intends, within the 12 months following the execution of this Agreement, to make any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR *Michael Coyt*

Landscape Connection Group, Inc (or an agent acting on behalf of Landscape Connection Group, Inc) intends to make a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who will make the contribution:

Identify the City officer(s) who will receive the contribution:

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER

By: _____

Trolis Niebla, City Manager

Dated: _____

CONTRACTOR

By: _____

Michael Ayala, President & CEO

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head

EXHIBIT A

SCOPE OF WORK

General

The purpose of these specifications is to provide details and specifications so the Contractor can provide complete and effective landscape maintenance and service to all areas listed in the RFP. It shall be the Contractor's responsibility to furnish and maintain all tools, equipment, labor, materials, and services necessary for the satisfactory performance of the work set forth in these specifications.

The Contractor is to provide Landscape Services to the parks and facilities identified in the RFP and **the RFP Appendices**. The Specifications of each task, as also listed in **Exhibit B, Term and Payment Clause**, include (but are not limited to):

- General Landscape Maintenance Services to Parks and Facilities
 - Mowing, edging, line trimming of all turfgrass; general clean up
 - Planter and shrub bed maintenance (weed and trash removal, shrub and plant maintenance)
 - Weed abatement
 - Pest control
 - Cleaning of playground surfaces, decomposed granite planters, and hard surfaces
 - Other activities associated with landscape maintenance
- Community Homes Maintenance
 - General landscape services; general clean up
 - Weed abatement
- Aeration and fertilization of turf
- Additive alternates
 - Wash and brush hardcourts
 - Semiannual weed control

Base Scope of Work Details

Mow dates and schedules:

From the beginning of March to the end of October: Turfgrass areas shall be mowed weekly at 2" height. Sports turfgrass shall be mowed twice per week at 1 ½" height.

From the beginning of November to the end of February: Turfgrass areas shall be mowed every other week at 2" height. Sports turfgrass shall be mowed every week at 1 ½" height.

The City reserves the right to adjust mow dates, mow schedules, and mow heights pertaining to seasonal and temperature conditions and as needed.

Sports turfgrass shall be defined as: all turfgrass at the Lancaster National Soccer Center, eight (8) softball fields at Sgt. Steve Owen Memorial Park, and two (2) baseball fields at Rawley Duntley Park. See RFP **Appendices** for details. Sports turfgrass mow height may be decreased or increased at the discretion and need of the City and the City shall provide the Contractor one week's notice for any turfgrass height changes.

Per instructions in this RFP, all excessive grass clippings shall be removed by the Contractor after each mowing cycle or within 24 hours of request, at Contractor's expense.

When turfgrass cannot be mowed on the scheduled day—due to weather, or other circumstances—the turfgrass shall be mowed as soon as conditions or circumstances permit, or at the direction of the City's Project Manager. Depending on site conditions and the height of turfgrass at the time of mowing, the Contractor shall adjust the cutting height so that no more than 1/3 of the turfgrass blade is removed in a single mowing, unless otherwise directed by the City's Project Manager. The Contractor shall inform the City's Project Manager immediately in writing when turfgrass cannot be mowed on the scheduled day or at the prescribed height.

The entire property shall be cleaned of turfgrass cuttings, debris, etc. on the same day as mowed. This includes, but is not limited to, parking lots, gutters, sidewalks, patios, plazas, hardcourts, etc. Blowing or sweeping trimmings and debris onto the street, parking lots, hardcourts, plazas, sidewalks, and other non-turfgrass areas will not be permitted.

Areas within the turfgrass that cannot be reached with a mower shall be trimmed using a string trimmer. Turfgrass trimmed with a string trimmer shall be trimmed down to the same height as the surrounding turfgrass that has been mowed using a mower. This trimming includes, but is not limited to, grass along or around walls, fences, foundations, trees, shrubs, poles, tree basins, guy wires, valve boxes, utility boxes, or any other object within turfgrass areas.

All irrigation boxes, utility boxes, valve boxes, vaults, and other relevant objects within

turfgrass shall be trimmed and exposed to clear view **every other mow cycle** using a string trimmer. The purpose is for these items to remain visible and exposed year-round. All curbs, sidewalks, and edges of turf shall be edged **every other mow cycle** using a lawn edger with a metal blade. Using string trimmers for edging curbs, sidewalks, and edges of turf will not be permitted.

While mowing, trimming, or edging, special care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings, light poles, utilities, amenities, buildings, or structures. If damage is caused by the Contractor, the Contractor shall be responsible for the cost of inspections, repairs, and replacement of the damaged item. The Contractor shall report any damage immediately to the City's Project Manager. The City reserves the right to approve inspection, repair, and replacement methods proposed by the Contractor.

If turfgrass is too wet, too dry or too icy, the Contractor shall report these conditions to the City's Project Manager in writing immediately. The contractor shall not mow turfgrass areas under these conditions or that are saturated or muddy. However, the City may request that the Contractor use a string trimmer in those areas to provide a uniform appearance of the turfgrass.

Clean-Up and Litter Control

All turfgrass clippings, turfgrass edging debris, tree and shrub trimming debris, other debris, leaves and branches as a result of routine maintenance functions or as naturally occurring shall be collected and removed by the Contractor during each site visit.

All debris along gutters within the Contractor-assigned work areas shall be removed and disposed of by the Contractor during each site visit. Disposing of trimmings, cuttings and debris into public streets, sidewalks or gutters will not be permitted. All walkways will be kept clean and accessible to foot traffic. The Contractor shall not use water to clean sidewalks or walkways.

The following areas shall be cleaned on a weekly basis preferably with the use of backpack blowers: all parking lots, curb and gutter, sidewalks, pathways, hardcourts (tennis, pickleball, basketball, volleyball), and any other assigned areas in the open which collect debris. The use of commercial ride-on vacuums or sweepers is acceptable where appropriate and practical, and upon approval of the Project Manager.

Cleaning Procedures for Playground Areas, Decomposed Granite Hardscapes, and Hard Surfaces

Playgrounds: The Contractor shall clear debris, decomposed granite (DG), sand, wood chip and other materials from playground flooring on a weekly basis. Blowing or sweeping are acceptable methods; use of water for this purpose is not permitted.

Hardscapes and Hardcourts with Adjacent Decomposed Granite Areas: The Contractor shall

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clear debris, sand, decomposed granite, and other materials from walkways, sidewalks, asphalt areas, and concrete areas (including hardcourts) adjacent to decomposed granite planters or hardscapes on a weekly basis. Blowing, sweeping, or vacuuming are acceptable methods; the use of water for this purpose is not permitted.

Planters, Shrub Beds, and Hardscapes

All Parks and Facilities detailed in the RFP **Appendices** have planters, shrub beds, and/or hardscape areas within them and these areas shall be part of the scope of work of this RFP. Planters, shrub beds, and hardscape areas assigned to the Contractor shall be maintained to have a clean, properly maintained, and healthy appearance year-round. **The Contractor shall provide maintenance to all assigned planter areas, shrub beds, and hardscapes on a weekly basis.** Regular maintenance includes weed control, pruning, trash and debris removal, and pest control. It is the Contractor's responsibility to keep all assigned areas free from weeds, fallen leaves, litter, pests, and debris, which shall be removed completely during each maintenance visit.

General Pruning Criteria: Pruning is the process when individual branches are cut selectively to remove certain parts of a plant, including branches and buds. The Contractor shall prune shrubs as part of routine maintenance and remove the branches and foliage that are: dead; nonproductive; damaged or diseased; obstructing walks or drives; obstructing required utility access; and obstructing required traffic safety sight clearance setbacks. Goals of pruning include: to remove errant branches which detract from their natural form; to aesthetically differentiate shrub types; and to differentiate mass with another shrub type mass, trees, or groundcover. Shrubs should be pruned as needed so that the portion of the branches removed does not exceed six to eight inches in length. Shrubs to be pruned are located in planters and shrub beds that do not serve as hedges or topiaries.

General Shearing Criteria: Shearing is a form of pruning that involves removing the soft, new growth of shrubs and plants. The Contractor shall shear only hedges and topiaries with the use of electric hedge trimmers or manual shears. The form or shape of sheared plants shall be the choice of the City's Project Manager.

Any shrub with half or more of its total foliage mass dead or dying should be brought to the attention of the City's Project Manager and **removed as directed at the Contractor's expense.** The Contractor shall make a careful analysis of conditions which caused or contributed to the plant's decline. Any detrimental site condition that can be corrected should be accomplished by the Contractor prior to installing any replacement shrub. If irrigation issues are the cause of detrimental conditions, the City shall be responsible for the cost or completion of repairs prior to installing new shrubs.

Replacement of Plants: If damage that results in the death (or life-threatening condition) of any plant, as consequence of the Contractor's negligence, the Contractor is responsible to remove and replace the plant(s) at their cost. If plants are damaged or die due to causes other

than Contractor negligence, the City is responsible for the cost of removing and replacing the plant(s). The Contractor shall provide an estimate for hourly rates for this type of work as part of their bid. The City shall provide the Contractor prior approval for the replacement of plants.

Weed Control: Abatement and Removal

The Contractor is responsible, and shall strive for, one hundred percent (100%) elimination of weeds. The Contractor is responsible for weed abatement and weed removal of all assigned areas, as detailed in the RFP **Appendices**. These assigned areas include, but are not limited to, planters, shrub beds, hardscapes, parking lots, roads, curb and gutter, sidewalks, concrete plazas, hardcourts, fence lines, jogging paths, ballfield infields, and ballfield warning tracks. Weed infestations in these areas (including cement or asphalt cracks, expansion joints, and along walls and fences adjacent to work areas) shall be controlled by chemical, mechanical, or manual methods and removed immediately upon discovery.

During the second week of January of each contract year, the Contractor shall provide the City with a Weed Control Plan that shows how the Contractor will address weed control as specified herein. The Plan must include the weed control methods to be used by the Contractor including, but not limited to, method of removal of weeds, herbicide application, preemergent application, and weekly abatement plans. In addition to the plan, the Contractor shall apply pre-emergent and post-emergent (contact) herbicides seasonally and as necessary to abate weeds as they appear.

Weeds in turfgrass areas are not the responsibility of the Contractor; the Contractor's responsibility is to report the presence of weeds within turfgrass areas to the Project Manager as soon as they discover them.

The application of herbicides shall be in accordance with a program designed by a State licensed Pest Control operator and approved by the City's Project Manager. The application of herbicides shall be in accordance with the product manufacture's guidelines and instructions. For each occurrence of herbicide application, the Contractor shall submit a **Pesticide/Herbicide Application Report** which contains relevant information including, but not limited to: applicator name, location of application, type and quantity of chemical used, and target pest. See **Appendices** for Sample Report.

Pest Control

Rodents: the Contractor is responsible for keeping all assigned areas, as detailed in the RFP **Appendices**, free and clear of pest infestations at all times. Target pests include, but are not limited to, burrowing squirrels and gophers. The Contractor shall develop and implement a continual pest control program which monitors assigned areas frequently and immediately treats and removes pests from those areas. Such program shall be developed by a State-licensed pest control operator, be in accordance with regulations of the State of California,

and be approved by the City's Project Manager.

When infestation issues are discovered or reported to the Contractor, the Contractor shall address the issues within one week of pest discovery with the use of a State-licensed pest control operator. If the reported infestation issues are at and within Sports Turfgrass (as defined in this RFP), the Contractor shall address issues within 48 hours. A timeline for infestation mitigation shall be provided to, and agreed upon by, the City's Project Manager in writing. Strict adherence to the timeline shall be observed by the Contractor.

The Contractor is responsible for filling holes and eliminating mounds that resulted due to pest invasion or infestation on all Turfgrass and Sports Turfgrass weekly and within 24 hours of discovery or notification by the Project Manager.

Plant and Shrub Pest Control: The Contractor shall inspect all plants in planters and shrub beds monthly for fungus and insect infestation, and report results to the City's Project Manager via a monthly report. See RFP **Appendices** for report sample.

Should the City decide so, the Contractor may apply herbicide or insecticide to affected Plant and Shrub areas. The City shall bear the cost of the herbicides or pesticides, and the labor cost for such application. **The Contractor shall provide an estimate of labor cost for this type of operation as part of the bid.** If the Contractor is selected for herbicide or pesticide application, the Contractor must do so in accordance with a program designed by a State-licensed Pest Control operator, and approved by the City's Project Manager.

For each occurrence of herbicide or pesticide application, the Contractor shall submit a **Pesticide/Herbicide Application Report** which contains relevant information including, but not limited to: applicator name, location of the application, type and quantity of chemical used, target pest. See RFP **Appendices** for Sample Report.

Community Homes

The Contractor shall provide landscape maintenance services to ten (10) community homes around Lancaster. The Contractor shall follow the turfgrass maintenance requirements detailed in **Section 2: Turfgrass Maintenance and Section 3: Base Scope of Work**, which include mowing frequency, mow height, edging and line trimming specifications, and clean up procedures. Additional details (including procedures to access front and back yards) will be discussed during pre-construction meeting with the selected contractor.

Scope of work for each Community Home includes, but is not limited to, mowing turfgrass; edging turfgrass perimeters; edging around trees and any other objects within turfgrass; remove weeds and trash from planters; trim shrubs; clean up all surrounding areas of debris generated by the landscape operation; and pest control.

Turfgrass Aeration

All turfgrass areas detailed in the RFP **Appendices** shall be aerated by the Contractor four (4) times per year. Aeration cycles shall take place during the last week of each of the following months: March, May, August, and October (or when directed by the Project Manager). The Contractor shall provide the staffing and equipment necessary to aerate all sites and shall assume the cost of doing so. The Contractor shall provide the City with a schedule of aeration a minimum of two weeks in advance of said operation.

The Contractor shall be responsible for marking all irrigation heads, valve boxes, and other City assets in the pathway of the aerator with highly visible marking flags so as not to damage these assets during the aeration operation. The Contractor shall be responsible for all damages to City assets that result from the Contractor's aeration operation. The Contractor shall immediately report all damages to the City's Project Manager. All repair and replacement parts shall be approved by the City's Project Manager.

Aeration equipment shall be of a commercial type, equipped with aerating blades of the slicing type. The precise type of slicing blade (width, length) shall be approved by the Project Manager prior to each aeration cycle. The City reserves the right to inspect and approve aeration equipment prior to each use. Aeration equipment and blades shall be adjusted and operated in a manner which allows the blades to enter and exit the turfgrass without causing visible damage to the turfgrass. Aeration shall be performed to a depth between 4 inches and 6 inches. If this depth is not achieved, the Contractor shall restart aeration operations and ensure the required depth is met. Failure to meet the requirements of Turfgrass Aeration shall trigger the Liquidated Damages clause stated herein.

Turfgrass Fertilization

All turfgrass areas detailed in the **RFP Appendices** shall receive fertilizer applications four (4) times per year. Fertilizer application shall take place during the first week of each of the following months: April, June, September, and November (or one week after each of the Aeration cycles have taken place, or when directed by the Project Manager). The City shall provide the fertilizer and the fertilizer application rates for each site; fertilizer shall be of granular type. Fertilizer application shall occur after the mow day of the week. The Contractor shall follow fertilizer manufacturer's instructions for proper application.

The Contractor shall provide the staffing and equipment necessary to spread fertilizers and shall assume the cost of doing so. Fertilizer spreader must be of a commercial type, capable of the following: spreading granular fertilizer; pattern and settings adjustments to guarantee that fertilizer is spread evenly and as intended; accurate metering of fertilizers; and meeting the City's fertilizer application rate requirements. The City's Project Manager must approve the type of equipment prior to use. Fertilizers shall be of the granular type; no liquid fertilizers shall be applied to turfgrass.

The Contractor shall strive to ensure that fertilizer granules end up in the targeted areas and not in unintended areas. Target areas are turf or areas with plants that have been selected for

fertilization. Unintended areas are hard surfaces or areas without plants that are not selected for fertilization. After each fertilizer application, the Contractor shall remove from all sites any fertilizer granules that end up on unintended areas as result of the fertilizing operations. Blowing or sweeping of the granules back into target areas is acceptable. Disposing of fertilizer granules into gutters, drainage channels, or any other unintended area is not permitted. The use of water to wash fertilizer granules off of unintended areas is not permitted.

The Contractor shall provide the City with a schedule of fertilization for each site a minimum of two weeks in advance of said operation. Any variations to the fertilization schedule shall be approved by the City's Project Manager. Failure to meet the Turfgrass Fertilization requirements as detailed herein shall trigger the Liquidated Damages clause.

Tree Maintenance

The Contractor is not responsible for tree trimming services throughout parks and facilities. The Contractor is responsible for the following Tree Maintenance functions:

- The Contractor is responsible for pruning branches that are seven feet or closer to the ground (and one inch or less in diameter), and/or when such low hanging branches present a hazard to pedestrians.
 - If branch is more than one inch in diameter, the Contractor shall not prune and shall immediately inform the Project Manager in writing of exact location and condition of tree.
 - Pruning should be just enough to cause the branch to rise above seven feet above ground. Contractor shall not remove more than twenty five percent (25%) of the total tree foliage during a single pruning effort.
 - Contractor shall inform the City's Project Manager in writing on a weekly basis of any dead or dying trees, broken branches that are not reachable by the Contractor's pruning efforts, broken or missing tree stakes, unsecured tree stakes, diseased trees, and any other abnormal or concerning tree condition.
- If Contractor is responsible for the damage to any tree, Contractor shall have the tree(s) inspected by a Certified Arborist at Contractor's expense and with Project Manager's approval. After City approval, the Contractor shall proceed with the Arborist's recommendation. If Contractor is responsible for the death of a tree, Contractor shall replace the tree with another tree. Project manager will provide recommendations on the type, age, species, and location to plant the tree. All costs associated with damage, assessment by Arborists, repair, and replacement of trees and associated items shall be the responsibility of the Contractor. All trees shall be properly staked or guyed by the Contractor to ensure their initial structural stability.

- If Contractor shall replace trees due to Contractor negligence, Contractor shall follow these tree replacement requirements:
 - Trees should be removed in a safe manner.
 - Stumps should be ground to a minimum of eighteen inches (18") below finish grade, unless tree is being replaced, in which case stump shall be removed completely.
 - Wood chips from stump grinding should be removed and the cavity void backfilled with topsoil. The topsoil placed in the cavity should be prepared, compacted and fine graded suitable for replanting.
 - Any drainage component, irrigation equipment item or construction feature that was damaged by the tree removal process shall be repaired or replaced.

Irrigation System Maintenance and Repairs

Contractor is not responsible for irrigation system maintenance with the following exception:

- Contractor is responsible for repairs to irrigation systems damaged due to Contractor's operations or negligence. If irrigation systems need to be replaced due to Contractor's negligence, Contractor shall replace all necessary components. Costs for such repairs or replacements, including labor and parts, are the Contractor's responsibility. The City's Project Manager shall approve the brand, type, size of components or parts prior to Contractor installing them.

As a standard practice, the City should have the Contractor formally acknowledge receipt of the irrigation system in good working order at the beginning of the contract period. At the close of the contract period, all irrigation systems should be checked by City staff. The Project Manager will schedule walkthroughs for irrigation system inspection at the appropriate times.

Graffiti

The Contractor is not responsible for removing graffiti. The Contractor shall report all graffiti in contract areas immediately upon discovery and in writing to the City's Project Manager.

Reports

The Contractor will be required to submit weekly and monthly reports and other reports as instructed by the Project Manager. The reporting details and frequency will be specified during the pre-construction meeting. Sample Reports are in the **RFP Appendices**.

Additive Alternates

1. Wash & Brush

Wash & Brush: The Contractor shall use low pressure water and standard deck brushes to clean all hardcourts **once per month** and as detailed in the **RFP Appendix D: Was and Brush Hard Surfaces - Locations**. Water pressure shall not exceed 100 psi when directed at the hardcourt surfaces. The Contractor shall not use any chemicals which may damage, deteriorate, stain, remove, or compromise the condition of epoxy finishes of the hardcourts. The Contractor shall remove all standing water when finished and prior to leaving the work areas.

The Contractor is responsible for repairs, replacements, and damage of hardcourt components (i.e. epoxy finishes, court lines) as result of Contractor's Wash & Brush operations. The locations of the hardcourts to be washed and brushed include: American Heroes Park, Deputy Pierre Bain Park, Jane Reynolds Park, Rawley Duntley Park, Sgt. Steve Owen Memorial Park, Skytower Park, and Whit Carter Park.

2. Semiannual Weed Control

Clearing of Fence Lines:

The Contractor shall remove weeds and debris alongside all fence lines identified in the Exhibits, at a width of six (6) feet starting at the fence line. The Contractor shall remove the weeds and debris four (4) times per year. Each visit shall occur during the second week of the following months: March, June, August, and November. The City reserves the right to modify this schedule and shall give the Contractor two weeks' written notice if doing so. The Contractor can request a schedule modification in writing from the City; the City will approve at its discretion.

Sites with Fence Lines that will need clearing are identified in the **RFP Appendix B** and include, but are not limited to: Prime Desert Woodland Preserve, the Preserve at Rawley Duntley Park, Whit Carter Park, and Lancaster National Soccer Center.

Weed Abatement in Drainage Channels and Miscellaneous Lots:

- Soccer Center drainage channels: At the Soccer Center, the East Fields and West Fields Drainage Channels will need to be cleared of weeds and debris in their entirety semiannually: once in April and once in November. The Contractor shall apply contact herbicide and preemergent as weed control during each service visit.
- Soccer Center solar lot: At the Soccer Center, the Solar Lot shall be cleared of weeds and debris in its entirety semiannually: once in April and once in November. The Contractor shall apply contact herbicide and preemergent as weed control during each visit.

See **Appendix B of RFP** for the locations of these sites.

3. Power Wash Hard Surfaces

The Contractor shall use power washing equipment to power wash the horizontal areas identified in **RFP Appendix C** quarterly or four (4) times per year. Water pressure shall be at least 3,000 psi and Contractor shall remove all unwanted items, including: dirt, gum, oil, marking paint, and any other matter that is not intended to be on the surface. The use of steam and hot water is acceptable and subject to prior approval by the City's Project Manager.

Non-hazardous and biodegradable cleaning and sanitizing products shall be used as well. The use of chemicals or other products not approved by the City is prohibited.

The Contractor shall protect the work area by using barricades, cones, or caution tape to prevent unintended access by the public. The Contractor shall provide the Project Manager with a cleaning schedule one week prior to commencing work. All cleaning schedules shall be approved by the City's Project manager

All necessary water, products and equipment shall be provided by the Contractor. The City will not provide water on site.

The areas to be power washed are detailed in **RFP Appendix C** and include: American Heroes Park North and South gazebos, Jane Reynolds Park Skatepark, Jane Reynolds Park shelter, Mariposa Park shelter, Sgt. Steve Owen Memorial Park North and South concessions, Sgt. Steve Owen Memorial Park South shelter, Rawley Duntley park shelters (3 total), and Whit Carter Park gazebo.

Additional Work and Special Projects

From time to time the City may request that the Contractor perform additional landscape services work, or special projects, that are not specifically detailed and are not part of the scope of work. It is understood that this additional work and services are not part of the agreement and shall be quoted and billed by the Contractor separately and in addition to the regular landscape services. In such instances:

- The Contractor shall not use the labor force and equipment that is being used to fulfill the requirements and scope of work of this agreement and instead shall provide additional labor force and additional equipment to perform additional work or special projects.
- For each time that the City requests such additional work or special projects, the Contractor shall provide the City with a quote for the required services and await City approval prior to performing them.

- The Contractor shall provide details of Cost for Additional Work and Special Projects as detailed in Exhibit B, attached hereto as Term and Payment Clause.

Turfgrass Cycling and Disposal of Green Waste

Turfgrass cycling is a management practice of leaving grass clippings on the turfgrass surface during the mowing operation. The practice of Turfgrass Cycling returns nitrogen, phosphorus, potassium, and other elements back to the soil, saves labor and time, and eliminates disposal fees at local disposal sites. The Contractor shall use Mulching Blades on all mowers (also known as 3-in-1 blades). The Contractor, after using Mulching Blades to mow turfgrass, shall leave the clippings on the turfgrass surface. If the clippings left behind are excessive (as deemed by the City's Project Manager) and/or result in piles of grass clippings left on the turfgrass surface, the Contractor shall, within 24 hours of receiving notification from the City, remove all excess clippings at the discretion of the City and at Contractor's expense. If the Contractor fails to remove clippings adequately, then the Liquidated Damages Section herein will take effect immediately. If the failure to remove excessive clippings results in damage to City assets, the Contractor shall bear the cost to repair or replace those assets. The City reserves the right to schedule the date and time of this work.

As a condition of the City of Lancaster's Source Reduction and Recycling Element, all other green waste generated from this contract shall be recycled. The City of Lancaster has an exclusive franchise agreement with Waste Management of Antelope Valley for refuse disposal and recycling. The Contractor shall use Waste Management facilities for such disposal and all price schedules for refuse disposal and recycling submitted as part of this Bid should reflect Waste Management of Antelope Valley's current rate scheduled.

Dumping of any type of waste or debris in trash bins located at any park or facility is not permitted.

Turfgrass Maintenance

All turfgrass areas detailed in this RFP and the Appendices shall be maintained to have a lush, green, and properly cut appearance year-round. Strict adherence to site mowing schedules is required and the City's Project Manager will coordinate all weekly turfgrass maintenance service schedules with the Contractor at the beginning of each season. Any modifications to these service schedules will require that the Contractor provide two weeks' notice and must be approved by the City's Project Manager.

Non-biodegradable debris shall be removed from turfgrass areas by the Contractor prior to the beginning of each mowing cycle. Turfgrass shall be mowed with conventional mowing equipment of a mulching type. Mowers shall be adjusted, maintained, and operated so that the turfgrass is cut to a uniform height, without scalping, and without tearing grass blades.

In the event that turfgrass areas contain dropped tree leaves, the Contractor shall mow over the leaves with the purpose of mulching the leaves and re-introduce them mulched into the turfgrass. If the amount of leaves is deemed by the Project Manager to be excessive, the Contractor shall remove them from the area prior to mowing and dispose of them properly. Leaves or debris shall not be blown into hard surface areas (i.e. parking lots, sidewalks, concrete plazas, playground surfaces, etc.).

Mowing equipment shall operate with sharp mulching blades, clean and properly adjusted decks, and properly inflated tires. Mower blades shall be sharpened weekly and prior to each mowing cycle. Mowing speeds shall be appropriate to meet or exceed the standards stated herein. Dull or damaged mower blades, uneven or unclean mower decks, improperly inflated tires, and high mowing speeds will not be acceptable. If the mowing quality is below the standard stated in this RFP, the Contractor shall adjust the mowing practices in order to meet these standards and as directed by the Project Manager.

The Contractor shall ensure their staff operate equipment at appropriate engine and mower speeds that result in quality and acceptable turfgrass cuts. The City reserves the right to inspect mowing equipment and operating procedures at any time. Uneven cuts or streaking (thin strips of uncut grass) will not be permitted and the Contractor shall provide an even cut at all times or within 24 hours of the City's Project Manager bringing the issue to the attention of the Contractor.

To help prevent contamination and the spread of fungus, disease, and weeds in turfgrass areas, the Contractor shall thoroughly clean and sanitize per industry standards all equipment that was used at another site prior to mowing or edging any areas on the next site. The City reserves the right to request that equipment is washed prior to any mow cycle and at any frequency. This cost is at the Contractor's expense. The City reserves the right to conduct periodic inspections for conformance.

EXHIBIT B

TERM AND PAYMENT CLAUSE

Contract Term

This agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. The initial Term of the Agreement will be for thirty-three (33) months, beginning October 1, 2024, and ending June 30, 2027, unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement. At the option of the City, the Agreement may be extended for two (2) additional one (1) year terms based upon acceptable performance by the Contractor and acceptable fees, and subject to the same terms and conditions of the Agreement. The total Term of the Agreement shall not exceed five (5) years.

The contract is subject and contingent upon funds being appropriated by the City Council each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed the rates identified herein. Actual costs shall not exceed the estimated rates and other costs as set forth in the CONTRACTOR'S proposal. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

The total compensation to be paid by OWNER to CONTRACTOR for all work and services described is not to exceed \$811,832 (plus 5% contingency) for contract Year One (October 1, 2024 to June 30, 2025); not to exceed \$1,072,164 (plus 5% contingency) for contract Year Two (July 1, 2025 to June 30, 2026), and Year Three (July 1, 2026 to June 30, 2027). There is also an option for 5% contingency approved for additional areas added to the contract for the life of the contract.

CONTRACTOR shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Method of Payment and Invoicing

Payment will be made to the Contractor for all work performed and completed to the satisfaction of the City within thirty (30) days of invoicing by the Contractor. The Contractor shall invoice the City after the work has been completed and within thirty (30) days of completion of work. No advance payments shall be made to the Contractor.

BID SCHEDULE						
RFP 831-24 Parks and Facilities Landscape Services						
BASE BID PRICE						
Service Type	Location	Base Monthly Price	Base Quarterly Price	Base Semiannual Price	TOTAL YEARLY PRICE	
General Landscape Maintenance Services	American Heroes Park	\$1,514.00			\$18,168	
	Business Incubator	\$914.00			\$10,968	
	Cedar Center	\$174.00			\$2,088	
	City Hall	\$1,774.00			\$21,288	
	Deputy Pierre Bain Park	\$2,618.00			\$31,416	
	Forrest E. Hull Park	\$1,968.00			\$23,616	
	Jane Reynolds Park	\$1,924.00			\$23,088	
	Lancaster Community Center	\$374.00			\$4,488	
	Lancaster Municipal Stadium	\$1,899.00			\$22,788	
	Lancaster National Soccer Center	\$21,524.00			\$258,288	
	Lancaster Performing Arts Center	\$1,124.00			\$13,488	
	Lancaster Police Station	\$1,874.00			\$22,488	
	Lancaster University Center	\$1,404.00			\$16,848	
	Mariposa Park	\$1,424.00			\$17,088	
	Prime Desert Woodland Preserve	\$374.00			\$4,488	
	Rawley Duntley Park	\$3,119.00			\$37,428	
	Samaritan's Purse Park (prev. El Dorado Park)	\$3,427.00			\$41,124	
	Sgt. Steve Owen Memorial Park	\$17,125.00			\$205,500	
	Sgt. Steve Owen Memorial AVIA Bus Station	\$914.00			\$10,968	
	Skytower Park	\$3,299.00			\$39,588	
	Tierra Bonita Park	\$6,676.00			\$80,112	
	Western Hotel	\$174.00			\$2,088	
	Whit Carter Park	\$1,604.00			\$19,248	
	Community Homes	302 East Avenue J-12	\$89.00			\$1,068.00
		422 Lansford Avenue	\$89.00			\$1,068.00
		1102 West Avenue H-5	\$89.00			\$1,068.00
		43028 Guyman Street	\$89.00			\$1,068.00
		43057 39th Street West	\$89.00			\$1,068.00
		43745 12th Street West	\$89.00			\$1,068.00
		44381 Stanridge Avenue	\$89.00			\$1,068.00
45304 5th Street East		\$89.00			\$1,068.00	
45534 Gadsden Avenue		\$89.00			\$1,068.00	
45740 Kingtree Avenue		\$89.00			\$1,068.00	
Aeration	American Heroes Park		\$1,000.00		\$4,000.00	
	Deputy Pierre Bain park		\$1,000.00		\$4,000.00	
	Forrest E. Hull Park		\$1,000.00		\$4,000.00	
	Jane Reynolds Park		\$1,000.00		\$4,000.00	
	Lancaster National Soccer Center		\$1,200.00		\$4,800.00	
	Mariposa Park		\$1,000.00		\$4,000.00	
	Rawley Duntley Park		\$1,000.00		\$4,000.00	
	Samaritan's Purse Park (prev. El Dorado)		\$1,200.00		\$4,800.00	
	Sgt. Steve Owen Memorial Park		\$1,200.00		\$4,800.00	
	Skytower Park		\$1,200.00		\$4,800.00	
	Tierra Bonita Park		\$1,200.00		\$4,800.00	
	Whit Carter Park		\$1,000.00		\$4,000.00	
	Fertilization	American Heroes Park		\$1,000.00		\$4,000.00
Deputy Pierre Bain park			\$1,000.00		\$4,000.00	
Forrest E. Hull Park			\$1,000.00		\$4,000.00	
Jane Reynolds Park			\$1,000.00		\$4,000.00	
Lancaster National Soccer Center			\$1,200.00		\$4,800.00	
Mariposa Park			\$1,000.00		\$4,000.00	
Rawley Duntley Park			\$1,000.00		\$4,000.00	
Samaritan's Purse Park (prev. El Dorado)			\$1,200.00		\$4,800.00	
Sgt. Steve Owen Memorial Park			\$1,200.00		\$4,800.00	
Skytower Park			\$1,200.00		\$4,800.00	
Tierra Bonita Park			\$1,200.00		\$4,800.00	
Whit Carter Park			\$1,000.00		\$4,000.00	
TOTAL BASE BID PRICE						\$1,041,332.00
TOTAL BASE BID PRICE IN WORDS	One million forty one thousand three hundred thirty two and no cents					

ADD ALTERNATES				
Wash and Brush Hardcourts				
	American Heroes Park	\$520		\$0
	Dep. Pierre Bain Park	\$520		\$0
	Jane Reynolds Park	\$520		\$0
	Rawley Duntley Park	\$520		\$0
	Samaritan's Purse Park (prev. El Dorado Park)	\$346		\$0
	Sgt. Steve Owen Memorial Park	\$953		\$0
	Skytower Park	\$346		\$0
	Whit Carter Park	\$346		\$0
Semiannual Weed Control (Appendix B)				
	Fenceline Clearing			
	Prime Desert Woodland Preserve		\$6,441	\$12,882
	Rawley Duntley Park		\$1,607	\$3,214
	Whit Carter Park		\$984	\$0
	Lancaster National Soccer Center Perimeters		\$5,868	\$11,736
	Soccer Center Drainage Channe and Lot Clearing			
	East Side Drainage Channel		\$1,500	\$0
	West Side Drainage Channel		\$1,500	\$0
	Solar Lot		\$1,500	\$3,000
	Orchard lot		\$1,500	\$0
Power Wash Hard Surfaces (Appendix C)				
	American Heroes Park North gazebo		\$250	\$0
	American Heroes Park South gazebo		\$250	\$0
	Jane Reynolds Park Skatepark		\$550	\$0
	Jane Reynolds Park shelter		\$250	\$0
	Mariposa Park shelter		\$250	\$0
	Sgt. Steve Owen Memorial Park North concessions		\$550	\$0
	Sgt. Steve Owen Memorial Park South concessions		\$550	\$0
	Sgt. Steve Owen Memorial Park South shelter		\$250	\$0
	Rawley Duntley Park shelters 1, 2, and 3		\$550	\$0
	Whit Carter Park gazebo		\$250	\$0
TOTAL ADD ALTERNATES PRICE				\$30,832
TOTAL ADD ALTERNATES PRICE IN WORDS	Thirty thousand eight hundred thirty two and no cents			
TOTAL BASE BID PLUS ADD ALTERNATE PRICES				\$1,072,164.00
TOTAL BASE BID PLUS ADD ALTERNATE PRICES IN WORDS	One million seventytwo thousand one hundred sixty four and no cents			

COST FOR SPECIAL PROJECTS				
Labor (Prevailing Wage)		Cost per Hour	Cost per Day	
Field Supervisor		\$130.00	\$1,040.00	
Landscape Worker		\$130.00	\$1,040.00	
Additional Employee		\$130.00	\$1,040.00	
Equipment				
Pick up Truck			\$550.00	
Truck with Spray Rig (pesticides)			\$1,000.00	
Truck or tractor with fertilizer spreader			\$1,000.00	
Truck or tractor with tow-behind aerator			\$1,000.00	
DEFINITIONS				
General Landscape Maintenance Services:	Mowing, edging, and line trimming of all turf; planter and shrub bed maintenance; weed abatement; pest control; cleaning of playground surfaces, decomposed granite areas, and hard surfaces; other activities associated with landscape maintenance,			
Community Homes Maintenance:	General landscape services (mowing, edging, and line trimming of turf; planter and sheub bed maintenance; weed abatement; general cleaning; other activities associated with landscape maintenance.			
Aeration of Turf:	Aerate all turf four (4) times per year.			
Fertilization of Turf:	Fertilize all turf four (4) times per year.			
Wash and Brush Hardcourts:	Wash and brush all hardcourts monthly.			
Semiannual Weed Control:	Weed and debris removal from identified fencelines, lots, and drainage channels twice per year.			
Contractor shall refer to Section 3: Scope of Work and Technical Specifications in this RFP for details and requirements of these Definitions .				