

## NOTICE TO BIDDERS

DATE: May 5, 2017

Notice is hereby given that the City of Escondido, hereinafter referred to as "City", is seeking proposals from qualified contractors for Right-of-Way Landscape Maintenance Services.

1. **REQUEST FOR PROPOSAL (RFP):** RFP#18-02 Right-of-Way Landscape Maintenance Services
2. **RFP INSTRUCTIONS:** Submit one (1) original Proposal plus two (2) complete copies for the City's evaluating team to review. Proposals shall be mailed or hand delivered to the Escondido City Clerk's office in a sealed envelope labeled per the example below on or before the closing date and time. **Any proposals received after the closing date and time will be returned unopened to the bidder.**

RFP # 18-02, "Right-of-Way Landscape Maintenance Services"  
Escondido City Clerk's Office  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

3. **CLOSING DATE & TIME:** Thursday, June 1, 2017, 2:00 p.m.
4. **NO PUBLIC OPENING:** There will be no public opening of the proposals. Proposals will be treated as confidential until the contract is awarded or recommended for award.
5. **REQUESTS FOR INFORMATION OR CLARIFICATION OF THIS RFP:** Bidders shall thoroughly review this solicitation for defects and questionable or objectionable material. Questions or comments concerning this RFP must be submitted solely via e-mail to Gabrielle Restivo, Public Works Management Analyst at [crestivodegange@escondido.org](mailto:crestivodegange@escondido.org) no later than 4:00 p.m., Thursday, May 18, 2017. Emails must be clearly referenced as RFP 18-02, Right-of-Way Landscape Maintenance Services. Any questions or comments received after May 18, 2017 will be disregarded. A summary of questions from prospective bidders and City responses will be posted by RFP number on the City's website at [www.escondido.org](http://www.escondido.org) by 4:00 p.m. on May 25, 2017.
6. **MANDATORY PRE-PROPOSAL CONFERENCE:** The City will hold a **MANDATORY** pre-proposal conference at the City's Public Works Yard at the location, date, and time listed below. Site visits of the Right of Way areas will not be conducted. A PowerPoint presentation showing details of those areas will be viewed at the Pre-Proposal Conference.

Conference Room Public Works Yard  
475 North Spruce Street  
Escondido, CA 92025  
Wednesday, May 17, 2017, at 10:00 a.m.

Each proposal shall be in accordance with specifications, instructions, and information contained in this proposal package. The City reserves the right to accept or reject any or all proposals for any reason it deems necessary and to waive defects or irregularities in any proposal at its sole discretion. This Request for Proposal does not commit the City of Escondido to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Gabrielle Restivo  
Public Works Analyst

## **INTRODUCTION**

The City of Escondido is seeking services for Right-of-Way Landscape Maintenance that are respectful of public convenience, efficient and cost effective. The contract period shall be for a two (2) year period beginning on July 1, 2017 through June 30, 2019. Upon satisfactory performance by the contractor and mutual agreement of both parties, the City may renew the contract for three (3) additional one-year periods. The City intends to award a contract to the contractor that best meets the City's qualification criteria. The successful contractor will be required to enter into a contract with the City for the services requested in this RFP within a reasonable time after award. The contractor submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form, a Sample Professional Service Agreement is attached as "Attachment C."

## **BACKGROUND**

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City's current population is 145,900.

The City of Escondido currently has approximately 66 major area locations to maintain as defined in "Attachment B" incorporated herein by this reference. These Right-of-Way Landscape Maintenance areas are at various locations within the City.

## **TIMELINE FOR RFP**

The following timeline is the City's best estimate and is not binding on the City.

RFP released	May 5, 2017
Mandatory Pre-Proposal Conference	May 17, 2017
Questions submitted via email to the city	May 18, 2017
City answers all questions submitted	May 25, 2017
Proposals due date	June 1, 2017
Contract Approval by City Council	June 28, 2017

## **PROPOSAL REQUIREMENTS**

The vendor shall be responsible for preparing an effective, clear, and concise proposal.

Proposals shall contain the following information:

### **Cover Letter**

A cover letter, not to exceed three pages in length, introducing the company and the individual who will be the contact person. This letter shall summarize the key elements of the proposal, and include a statement on why the company is the best qualified to perform this contract. The cover letter shall also indicate whether or not the company had any contract terminated for default in the past five years. Indicate the address and telephone number of the contractor's office from which the project will be managed. All original proposal shall be signed and dated by an official authorized to bind the contractor.

### **Background and Experience**

- Describe the vendor's understanding of the work to be performed and the applicable laws and regulations related to the scope of services requested.
- Describe your firm's experience in providing similar services for other governmental agencies comparable to City of Escondido. Indicate the number of years you have provided these type of services.
- Provide a reference list of at least three companies or public agencies similar in size to the City, including the client names, contact persons, phone numbers and email addresses.
- Include a detail description of your company, employee position categories, and current number of employees in each category.
- The vendor shall provide only qualified personnel with the experience necessary to perform this contract. The proposal shall identify key personnel that will be assigned to this contract and their qualifications. Indicate the types of active certifications and licenses possessed by the company and by the specific staff to be assigned to the project.

### **Project Plan**

- Provide a detailed description of your company's approach to fulfill the tasks and requirements outlined in "Attachment A". A description of each task to be performed by the contractor shall be included.
- Include a work plan of how you will staff and supervise each project area. Include the estimated hours needed to maintain each of the project areas described in "Attachment B".
- Describe the role of each staff member that will be assigned to the contract including the supervisor's role and his/her availability in the delivery of services. Provide a complete organizational chart for your company.
- Provide detailed projects schedules, identify all tasks and deliverables to be performed, duration for each task and the number of staff that will be assigned to each task. Indicate how you will adhere to the maintenance schedules.

- Provide a complete overview of all training programs provided by the company for their employees including, but not limited to safety, pesticide use and application, traffic control.
- Provide an inventory listing, current photographs and maintenance records of all equipment and vehicles to be used for this contract. Indicate if the listed equipment is currently in the company fleet or will need to be procured if this Contract is awarded to your company.
- Provide a list of the chemicals proposed for use in the Contract. Describe how each will be used and methods used to comply with the Department of Pesticide Regulation.

**Financial Stability**

- A copy of quarterly financial statements and cash flow statements (audited if available) for the company for the past two (2) years, including an annual report audited by a licensed CPA;
- Pending litigations in which the business or its owners is/are a plaintiff or defendant;
- A list of any active claims against any other public entity in San Diego County;
- List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a landscape maintenance service contract.

**CONTRACTOR SELECTION PROCESS**

Proposals will be analyzed and the award made to the most responsive and responsible bidder whose proposal conforms to the solicitation and whose proposal is considered to be most advantageous to the City. The following table depicts the merit and weight of the factors considered in the selection process.

Factors	Percentages
Company's experience in performing similar projects and references provided from other local municipalities and companies.	25 %
Maintenance Plan Daily, weekly monthly and annually scheduled tasks.	25 %
Price	30 %
Review of Pesticide Program and all training records.	10 %
Adequacy, age and maintenance records of tools and equipment.	10 %

The City will act as the sole judge of the merit and qualifications of the materials and services offered and accept whatever proposal is deemed to be in the best interest of the City. The award of the contract will be all or nothing to one bidder.

1. The city reserves the right to:
  - a. Reject any or all submittals;
  - b. Request clarification of any submitted information;
  - c. Waive any informalities or irregularities in any proposal;
  - d. Not enter into any contract;
  - f. Cancel this process at any time;
  - g. Amend this process at any time;
  - h. Enter into negotiations with one or more firms
  - l. Issue similar solicitations in the future; or request additional information from prospective contractors.

## Attachment A

### RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES SPECIAL PROVISIONS AND MAINTENANCE SPECIFICATIONS

#### SCOPE OF WORK

The work consists of general landscape maintenance within the City of Escondido. The work includes mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material. Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from the contractor at the contractor's expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of the contract.

#### PROJECT LOCATIONS / DESCRIPTIONS

See Attachment B, "Project Locations/Areas".

#### PUBLIC CONVENIENCE

The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

#### SCHEDULE OF WORK TO BE DONE

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature.

The Contractor shall establish a schedule of work to be followed in the performance of this contract. **This schedule shall list days, times, and locations the Contractor will be on-site. Five copies (5) of this schedule shall be provided to the Director of Public Works or his Designee. Any changes in work schedule or employees shall be submitted to the City for approval as indicated above. The City may deduct from the Contractor's monthly payment for instances where Contractor has failed to meet the work schedule and/or provide the required services. The Contractor will be notified by the City prior to any actual deduction to allow for explanations.**

#### EXAMINATION OF THE SITE

The Contractor shall visit the site of the proposed work to fully acquaint himself/herself with the conditions and difficulties attending the performance of the contract. No additional

compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

## IRRIGATION SYSTEMS

The Contractor shall maintain the entire irrigation system. This includes, but is not limited to, the replacement, repair, adjustment, and monitoring of the system to assure continued operation. The controllers and valve boxes shall be kept clean of soil and debris. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City. The irrigation controllers shall be turned off prior to expected rain events resulting in enough rainfall to constitute a watering schedule. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of the contractor to turn the water back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs. The contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from the Contractor's monthly payment can be made if repairs are not made in a timely manner satisfactory to the City.

The Contractor shall inspect and test the operation of the irrigation system twice per month for any malfunction. The Contractor shall develop, publish, and submit inspection reports to the City for its records.

All repairs and/or replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to the Contractor by the City. Repairs must be completed before the next watering cycle begins.

Labor for incidental sprinkler repairs, such as repairs to valves, and irrigation equipment beyond the valve, will be included in the contract price. The City will reimburse the contractor for the cost of the parts for these repairs.

Major repairs, such as valve replacement, mainline breaks, wiring, and controllers; will be billed as extra work for parts and labor upon authorization of the Public Works Director or his Designee.

The City will be responsible for backflow repairs and certification tests. Sites using recycled water require special training and certification of employees. Contractors must possess this certification in order to comply with recycled water regulations. Copies of certificates to handle recycled water must be submitted along with the five copies of the overall work schedule.

An irrigation schedule shall be submitted to the City, which will include the following information:

- Controller identification
- Start time for each controller station
- Days programmed to water
- Station numbers
- Cycle time for each station
- Total time for each station per day



The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the Public Works Director or his Designee.

### PRUNING AND EDGING

The Contractor shall be responsible for the pruning of all shrubs and groundcover in the work area to maintain plants in a healthy, growing condition. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the Director of Public Works or his Designee. All groundcover shall be edged as needed but not to exceed 3 inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.

### TREE MAINTENANCE

All trees shall be maintained in their natural shapes. All pruning shall be done according to the International Society of Arboriculture and shall be limited to removal and disposal of any dead and/or broken branches and any sucker growth located in or on the tree. A minimum clear area of 6' shall be maintained under all trees. Young trees shall be thinned and shaped as needed to promote a strong healthy structure. Mature trees and those in excess of 20 feet in height shall be pruned and shaped up to 12 feet in order to maintain a clean appearance. Tree work above 12 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary. The Contractor shall maintain at his expense all tree stakes and supports. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The Contractor shall remove or loosen any and all stakes and/or ties whenever girdling is causing damage to the trunk. Trees lost from the Contractor's negligence shall be removed and replaced by the Contractor with a like size and species at no cost to the City.

### MOWING and EDGING

Turf areas shall be mowed per the following schedule:

- March thru November..... Weekly (total of 40 mowings)
- December thru February..... Every two weeks (total of 7 mowings)

Mowing height shall be determined by the turf type, time of year, and in agreement with the Director of Public Works or his Designee.

The Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas and other

features every two weeks or as needed not to exceed 3 inches in length over curbs or onto sidewalks

### REMOVAL OF TRASH AND DEBRIS

Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this contract, the Contractor shall remove all debris generated by the performance of the work. Immediately after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris. All areas covered by this contract will be kept free of, but not limited to, the following: bottles, cans, paper, cardboard, metallic items, debris, and trash. Litter must be removed at a minimum of two times per week, Mondays and Thursdays for the main thoroughfares such as Center City Parkway for example.

List of areas litter is to be removed twice per week.

- Center City Parkway
- Valley Parkway East and West
- Auto Parkway
- El Norte Parkway
- Washington Ave.
- Grand Ave.
- Maple Street Plaza
- Mercado (Grand Ave. from Quince to Pine)
- Bear Valley Parkway
- Via Rancho Parkway
- Mission Ave

### WEED CONTROL

All landscape areas within the specified maintenance area shall be kept free of weeds. Weeds shall be controlled by hand or mechanical methods. Herbicides may be used for weed control upon prior approval of the City's Director of Public Works or his Designee. The cost of herbicides and application labor is the responsibility of the contractor. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by the Contractor off-site.

### DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all plants for presence of disease or insect infestation. The Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, the Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of the Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to

same. As previously noted, the Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.

The Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product. Example: for the gas type method of treatment for gophers, Aluminum Phosphide is a restricted product, the correct license would be required to apply this product.

#### REPLACEMENT OF PLANT MATERIAL

The Contractor shall replace any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Any plant damaged or lost by conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor.

In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. The Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

#### FERTILIZATION

All planted areas shall receive two (2) applications of fertilizer per year. Turf areas shall receive four (4) applications of fertilizer per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Contractor shall notify the City with a written schedule one week prior to the date of the application. The fertilizer shall be a complete fertilizer with micronutrients, evenly broadcast at the rate recommended on the manufacturer's label.

#### INSPECTION BY THE CITY

The City shall conduct regularly scheduled inspections. Reports depicting any and all deficiencies will be shared with the Contractor as they arise. Monthly meetings will be scheduled between the City and the Contractor to discuss the overall landscape condition, including but not limited to: plant vigor, watering schedules, presence of weeds, litter and debris, pesticide use and program, and mowing schedules. The Contractor shall correct discrepancies and deficiencies within 7 days of the date of notice by the City.

Maintenance services performed by the Contractor shall be performed to the satisfaction of the Public Works Director or his Designee.

#### FAILURE TO PERFORM SATISFACTORILY

Should the Contractor fail to perform the work as specified herein, the City:

(1) will pay only for the amount of service received as determined by the City with an appropriate downward adjustment in contract price or

(2) may have such required work done by City staff or otherwise, and charge the cost thereof to the contractor.

### EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during outside of normal working hours. Calls of an emergency nature received by the City's Public Works Director or his Designee shall be referred to the Contractor for immediate disposition.

### PERSONNEL, TRAINING AND LICENSE REQUIREMENTS

The Contractor must have a C-27 license.

The Contractor shall possess a valid Qualified Applicator License or Maintenance Gardener License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.

The Contractor shall furnish five (5) copies of the appropriate documentation and employee training certifications in the following areas:

- Recycled Water
- Annual Pesticide Handler Training
- Safety in Traffic
- Specialized Equipment – Chainsaw, Tractor, etc.

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this contract during the regular and prescribed hours.

All such personnel shall be physically able to do their assigned work. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker. The City shall require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City of Escondido. The Contractor shall have competent supervisors, and/or foremen, who may be working supervisors, who are capable of discussing in English matters pertaining to this contract. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which is acceptable to the City.

### VANDALISM, THEFT

The Contractor will be responsible for repairing and/or replacing irrigation equipment and plant materials that are damaged by vandalism, theft, or circumstances beyond the control of the Contractor. The damaged material shall be inspected in place by the Public Works Director or

his Designee to verify the circumstances of the damage. The City will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items plus fifteen percent (15%) for the Contractor's cost of handling.

#### TRAFFIC CONTROL

The Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

#### PAYMENT TERMS

The Contractor shall be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

#### DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE

Registration with the DIR or a current letter of exemption, within 12 months, is required prior to bidding on any Public Works Project. All proposals must include your DIR registration number on the proposal. Proposals must also break out labor, materials, freight and sales tax separately. Proposals submitted outside of these guidelines will not be considered.

## **Attachment B**

### **RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES PROJECT LOCATIONS / AREAS**

- 1. Centre City Parkway**
- 2. West Valley Parkway**
  - a. West Valley Parkway medians and parkway
  - b. Valley Parkway medians at Gateway/La Terraza
  - c. West Valley parkway – south parkway east of Citracado to eucalyptus grove
- 3. Auto Parkway**
  - a. Auto Parkway Median – 9<sup>th</sup> Avenue to West Valley Parkway
  - b. Auto Parkway – ROW by Del Dios School
  - c. Auto Parkway Median/ROW northeast of Andreasen
- 4. Citracado Parkway**
- 5. El Norte Parkway**
  - a. El Norte Median
  - b. Washington Hills
  - c. Ash Street – Ash Street and Lincoln Parkway intersection islands
  - d. North Ash Street – west parkway from Grove Park to Lincoln Parkway
  - e. North Ash Street – southeast corner at Ash and El Norte
  - f. El Norte Parkway – north parkway between 1432 and 1460, boulders and shrubs
  - g. El Norte Parkway – north parkway between Vista Verde and Rimrock
  - h. El Norte Parkway – south parkway cut outs and planters from Midway to Lincoln
  - i. El Norte Parkway – west parkway from Kaile to channel
  - j. El Norte Parkway – west parkway walls between Justin and Kaile
  - k. El Norte Parkway – west parkway between Oak Tree Place and East Valley Parkway
  - l. Daisy Street – end of cul-de-sac
- 6. Hidden Trails Slope**
- 7. Sprinter Bike Trail**
- 8. Grand Avenue Median**
- 9. Maple Street Plaza – Maple Between Valley & Grand Avenue**
- 10. Mercado – Grand Avenue Between Pine & Quince**
- 11. Downtown Parking Lots**
- 12. Queen Califia Landscape**

### **13. Police & Fire Headquarters Landscaping**

### **14. SR 78 Medians and Parkway – 100 to 300 Block of Lincoln Parkway**

### **15. Via Rancho/Bear Valley/East Valley Parkways**

- a. Bear Valley Parkway
- b. Via Rancho Parkway median
- c. East Valley Parkway – Las Brisas (west)
- d. East Valley Parkway median (Rose and Midway)
- e. East Valley Parkway/Bear Valley Parkway median
- f. Las Palmas mitigation area
- g. Bear Valley Parkway – west parkway between Grand and Oak Hill
- h. Bear Valley Parkway – south parkway between Alamo and 3030
- i. Bear Valley parkway – south parkway between 2828 and corner of Canyon
- j. Bear Valley Parkway – north parkway along sidewalk from Canyon to Mary Lane
- k. Bear Valley Parkway – south parkway along sidewalk from golf course to Beethoven
- l. Via Rancho Parkway – south parkway sidewalk next to eucalyptus grove at I-15
- m. Via Rancho Parkway – south parkway walls west of Lomas Serenas
- n. Via Rancho Parkway – south parkway walls and sidewalk west of Quiet Hills to 619
- o. East Valley Parkway medians and ROW from Valley Parkway to Hickory
- p. Ash Street Bike Trail
- q. Date Street Bridge
- r. Citrus and Glenridge – corner lot

### **16. Quince Street and 2<sup>nd</sup> Avenue**

- a. Quince Street and 2<sup>nd</sup> Avenue islands – NW of bank and SE of Mi Guadalajara triangles
- b. Quince Street and 2<sup>nd</sup> Avenue – northeast corner triangle with palm trees

### **17. Miscellaneous Rights-of-Way**

- a. Chestnut and Juniper lot
- b. Eleventh Avenue median
- c. Fifth and Grape median
- d. Los Arboles
- e. Third Avenue median
- f. Third, Beech, and Date – includes wall and park
- g. North Broadway at Leslie Lane and Bahia
- h. Circle Drive – planter in median east of Chestnut Street and south of Fifth Avenue
- i. Citrus at Washington – pear trees along southwest parkway
  
- j. Sunset Heights and Nutmeg – 1000 block of Sunset northeast ROW
- k. South Tulip Street medians between 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup>
- l. Eucalyptus Avenue – slope at the end of Eucalyptus Avenue north of Hamilton Lane
- m. Ninth Avenue median – east and west of I-15
- n. Triangle at Ninth Avenue and Auto Park Way
- o. Mission Avenue median by Lowes
- p. Mission Avenue medians – Andreasen to Enterprise
- q. South Escondido Blvd. – 6<sup>th</sup> Avenue to 15<sup>th</sup> Avenue

## **GENERAL TERMS AND CONDITIONS**

### **1. Public Information**

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the document submitted and confirmed in contract between the City and the company selected.

### **2. Request for Proposal Provisions**

The City reserves the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarification, or additions will be distributed via email as an addendum.

### **3. Proposal Preparation Cost**

There is no express or implied obligation for the City to reimburse responding companies for any expenses incurred in preparing proposals in response to this Request for Proposal.

### **4. Withdrawal of Proposal**

Bidders may modify or withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to the Purchasing Supervisor.

### **5. Inaccuracies or Misinterpretations**

If, in the course of the Request for Proposal process or in the administration of a resulting contract, the City determines that a bidder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, bidder may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.

### **6. References**

All bidders must provide a list of at least three (3) references for which bidders provided similar services. Bidder shall list the company name, address, phone number, contact person, and any additional applicable information about the company.

### **7. Warranty**

All hardware equipment warranties must not be less than one (1) year from the date of satisfactory installation for all equipment.

### **8. Optional Features**

Bidders may elect to provide recommendations and pricing for optional features, if deemed beneficial to the City. Pricing for optional features must NOT be included in the minimum requirements pricing.



## **9. Business License**

The successful bidder shall be required to obtain a City of Escondido Business License prior to the award of the contract.

## **10. Signature**

All proposals must be signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature must be fulfilled.

## **11. Attorney Fees**

In the event that the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation.

## **12. Right to Reject Proposal**

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from bidders not selected. All proposals submitted become property of the City.

## **13. Right to Conduct Personal Interviews**

The City reserves the right to conduct personal interviews or require oral presentations of any or all bidders prior to selection.

## **14. Right to Request Additional Information**

The bidder shall furnish additional information as the City may reasonably require. The City reserves the right to make investigation of the qualifications of the bidder as it deems appropriate.

## **15. Understanding the Services to be Performed**

By submitting a proposal, the bidder certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of service to be performed.

## **16. Contract**

The prices provided in the response to the Request for Proposal shall remain firm for one hundred and twenty (120) days. All orders issued against this proposal shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this contract. If the successful bidder does not execute a contract with the City within forty-five (45) days after notification of award, the City may give notice to the successful bidder of the City's intent to select from the remaining bidders or to call for new proposals, whichever the City deems appropriate.

## **17. Termination for Default**

- a) The City may, by written notice of default to the successful bidder (subject to the provisions of paragraph (c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
  - 1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - 2) If the successful bidder fails to perform any of the other provisions of this contract or so fails to make progress to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) business days after receipt of notice from the Purchasing Supervisor specifying such failure.
- b) In the event the City terminates this contract in whole or in part, as in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated and the bidder shall be liable to the City for any excess costs for such similar supplies or services provided that the successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.
- d) If after notice of termination of this contract under the provisions of this clause is determined by any reason that the bidder was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the bidder shall be the same as if notice of termination for convenience had been issued pursuant to such clause.
- e) The City reserves the right to terminate for convenience, and cancel the contract at any time with thirty (30) days prior written notice of its intent to terminate. This termination does not include any leases that are in place at the time of cancellation.

## **18. Assignment of Contract**

The successful bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the consent of the City and of his sureties, if any. All payments made pursuant to this contract shall only be made payable to successful bidder.

**19. Indemnification**

Each party shall indemnify and hold harmless the other parties and their officers, employees, directors, shareholders, subsidiaries, contractors and/or agents from and against all suits, actions, losses, damages, claims, or liability of any character type, or description including, but not limited to all expenses of litigation, court costs, penalties.

**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

State of California            )  
  ) ss.  
County of San Diego         )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature Must be Acknowledged by a Notary) (Signature Must be Acknowledged by a Notary)

Title \_\_\_\_\_ Title \_\_\_\_\_

Of \_\_\_\_\_ Of \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, Interim City Attorney

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

**CITY OF ESCONDIDO**  
**RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES**  
**CONTRACTOR'S GENERAL INFORMATION**

Contractor shall furnish the following information. Attach additional sheets if necessary.

1. Company Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Type of Firm: Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_
4. Telephone: \_\_\_\_\_
5. Contractor's C 27 License: No. \_\_\_\_\_ Exp. Date \_\_\_\_\_
6. Number of years as a contractor in maintenance work of this type: \_\_\_\_\_
7. Name of person(s) who attended the MANDATORY RFP Conference:  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

CITY OF ESCONDIDO

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF ESCONDIDO RIGHT-OF-WAY LANDSCAPE MAINTENANCE BID SHEET							Extra-work Hourly Rates		Bid			
							General Labor	\$				
							Irrigation	\$				
							Tree Work	\$				
RIGHTS-OF-WAY												
							A	B	C	D	A + B+C+D	
Right-of-Way		Locations	Man-hours Per Visit	Cost Per Man-hour	No. Visits Per Month	Monthly Maintenance Cost	General Annual Maintenance Cost	Annual Mowing Cost Mar-Nov (wkly) Dec-Feb (every two wks)	Annual Plant Fertilization (2x Yr.)	Annual Turf Fertilization (4x Yr.)	Total Annual Bid	ROW Group Bids
<b>Centre City Parkway</b>												
Includes east and west parkways to fences or edges	1	South City ROW to North City ROW										
	2	Mercado- Grand Ave between Pine and Quince, Valley is west limit										
<b>West Valley Parkway</b>												
	1	West Valley Parkway medians and Parkway										
	2	Valley Parkway medians at Gateway/La Terraza/Tulip										
	3	West Valley Parkway – south parkway east of Citracado to eucalyptus grove										

Auto Parkway											
	1	Auto Parkway median – 9 <sup>th</sup> Avenue to West Valley Parkway									
	2	Auto Parkway – ROW by Del Dios School									
	3	Auto Parkway Median/ROW northeast of Andreasen									
Citracado Parkway											
	1	Citracado Parkway									
	2	East Citracado Parkway – west of Scenic Trails HOA to West Valley Parkway									
	3	West Citracado parkway – north parkway wall from Citracado Parkway to end of wall									
El Norte Parkway											
	1	El Norte median									
	2	Washington Hills									
	3	Ash Street – Ash Street and Lincoln Parkway intersection islands									
	4	North Ash Street – west parkway from Grove Park to Lincoln Parkway									
	5	North Ash Street – southeast corner at Ash and El Norte									
	6	El Norte Parkway – north parkway between 1432 and 1460, boulders and shrubs									
	7	El Norte Parkway – north parkway between Vista Verde and Rimrock									
	8	El Norte Parkway – south parkway cut outs and planters from Midway to Lincoln									
	9	El Norte Parkway – west parkway from Kaile to channel									

	10	El Norte Parkway – west parkway walls between Justin and Kaile											
	11	El Norte Parkway – west parkway between Oak Tree Place and East Valley Parkway											
	12	Daisy Street – end of cul-de-sac											
<b>Hidden Trails Slope</b>													
<b>Sprinter Bike Trail</b>													
<b>Grand Avenue Medians</b>													
<b>Downtown Parking Lots</b>													
<b>Queen Califa</b>													
<b>Police &amp; Fire Headquarters</b>													
<b>SR 78 Medians and Parkway-100 to 300 block of Lincoln Pkwy</b>													
<b>Via Rancho/ Bear Valley/ East Valley Parkways</b>													
	1	Bear Valley Parkway											
	2	Via Rancho Parkway median											
	3	East Valley Parkway – Las Brisas (west)											
	4	East Valley Parkway median (Rose and Midway)											
	5	East Valley Parkway/Bear Valley Parkway median											
	6	Las Palmas mitigation area											
	7	Bear Valley Parkway – west parkway between Grand and Oak Hill											
	8	Bear Valley Parkway – south parkway between Alamo and 3030											
	9	Bear Valley parkway – south parkway between 2828 and corner of Canyon											
	10	Bear Valley Parkway – north parkway along sidewalk from Canyon to Mary Lane											



	11	Bear Valley Parkway – south parkway along sidewalk from golf course to Beethoven										
<b>Via Rancho/ Bear Valley/ East Valley Parkways (Cont.)</b>												
	12	Via Rancho Parkway – south parkway sidewalk next to eucalyptus grove at I-15										
	13	Via Rancho Parkway – south parkway walls west of Lomas Serenas										
	14	Via Rancho Parkway – south parkway walls and sidewalk west of Quiet Hills to 619										
	15	East Valley Parkway medians and ROW from Valley Parkway to Hickory										
	16	Ash Street Bike Trail										
	17	Date Street Bridge										
	18	Citrus and Glenridge – corner lot										
<b>Quince Street and 2nd Ave</b>												
	1	Quince Street and 2 <sup>nd</sup> Avenue islands – NW of bank and SE of Mi Guadalajara triangles										
	2	Quince Street and 2 <sup>nd</sup> Avenue – northeast corner triangle with palm trees										
<b>Miscellaneous ROWS</b>												
	1	Chestnut and Juniper lot										
	2	Eleventh Avenue median										
	3	Fifth and Grape median										
	4	Los Arboles										
	5	Third Avenue median										
	6	Third, Beech, and Date – includes wall and park										
	7	North Broadway at Leslie Lane and Bahia										

	8	Circle Drive – planter in median east of Chestnut Street and south of Fifth Avenue										
	9	Citrus at Washington – pear trees along southwest parkway										
	10	Sunset Heights and Nutmeg – 1000 block of Sunset northeast ROW										
	11	South Tulip Street medians between 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> , and 7 <sup>th</sup>										
	12	Eucalyptus Avenue – slope at the end of Eucalyptus Avenue north of Hamilton Lane										
	13	Ninth Avenue median – east and west of I-15										
	14	Triangle at Ninth Avenue and Auto Park Way										
	15	Mission Avenue median by Lowes										
	16	Mission Avenue medians – Andraesen to Enterprise										
	17	South Escondido Blvd. – 6 <sup>th</sup> Ave										
										<b>Total Bid</b>		
										<b>All ROWs</b>		

## EXPERIENCE STATEMENT AND REFERENCES

Attach additional sheets as needed.

Experience Statement- include years in business, total number of employees, number of supervisors and workers, and licenses held	
# Similar-sized Contracts- state company and years contract held	
Additional Information	

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**REFERENCES**

	Reference (Company)	Type of Business	Contact Person	Address	Phone Number	Fax Number
1						
2						
3						

**STAFF DEDICATED TO FULFILLING CONTRACT**

Staff Name	Position	Years of Experience	Training	Licenses

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSES IN POSSESSION

License	Expiration



ATTACHMENT "C"

CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this [redacted] day of [redacted], 20[redacted].

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: [redacted]  
760-xxxx  
("CITY")

And: [Name]  
[Street address]  
[City, state, zip code]  
[Attn: (name of contact)]  
[Insert telephone number]  
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$ [redacted]. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by [redacted]. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.

6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.

7. Insurance Requirements.

a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

c. Each insurance policy required above must be acceptable to the City Attorney.

- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.



8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
- b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.

12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.

14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department or Division Head

\_\_\_\_\_

(Contractor name)

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

\_\_\_\_\_

(Contractor signature)

\_\_\_\_\_

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, Interim City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Jeffrey R. Epp  
Interim City Manager

\_\_\_\_\_  
(Contractor name)

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

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, Interim City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Sam Abed  
Mayor

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

\_\_\_\_\_  
Diane Halverson  
City Clerk

\_\_\_\_\_  
(Contractor name)

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

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, Interim City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.