



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Parks and Recreation Department

Request for Qualification (RFQ) and Request for Proposal (RFP)

Lighting and Landscaping Maintenance Contract-A

Release Date:	<u>Thursday, March 31, 2022 (3 p.m.)</u>
Mandatory Pre-Bid Meeting	<u>Wednesday, April 13, 2022 10am-12noon</u> (City Hall, Community Development Conference Room)
RFQ/RFP's Due:	<u>Friday, May 6, 2022</u> Due at 3 p.m.-City Clerk's Office
Interviews of Qualified Contractors:	<u>Thursday and/or Friday May 12 and 13, 2022</u>
RFP's of Qualified Contractors Opened:	<u>Monday, May 16, 2022 (2p.m.)</u> (City Hall, Large Public Works Conference Room)

*****Refer to attached for complete schedule*****

RFQ/RFP Packages available at: City of Folsom, Parks and Recreation Department
50 Natoma Street, CA, 95630

RFQ/RFP contact: Jamison Larson JLarson@folsom.ca.us

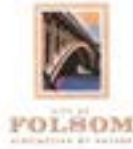


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RFQ/RFP SCHEDULE



**City of Folsom
Multiple RFQ/RFP Packages
April 2022**

The City of Folsom, Parks and Recreation Department is soliciting RFQ/RFPs for the following contracts:

- Landscaping and Lighting Districts-Contract A (RFQ/RFP)
- Landscaping and Lighting Districts-Contract B/FPA (RFQ/RFP)

The schedule is as follows:

RFQ/RFPs available for pick up	Thursday, March 31, 2022, at 3pm	City Hall, Front Counter. 50 Natoma Street (downstairs)
Mandatory Meeting for all RFQ/RFPs	Wednesday, April 13, 2022, at 10am-noon	City Hall, Community Development Conference Room (upstairs)
RFQ/RFPs due to City	Friday, May 6, 2022, at 3 p.m.	City Hall, City Clerk's Department (upstairs)
Documentation of Receipt of Qualifications-open to public. No analysis of qualifications at this mtg.	Friday, May 6, 2022, At 4:15 p.m.	City Hall, Public Works Large Conference Room (Downstairs)
Qualifying Contractors Announced via email to respondents	Monday, May 9, 2022	Internal review. Then notification via email to all companies.
Interviews	Thursday and/or Friday May 12 and 13, 2022	TBD
Opening of RFPs of Qualified RFQs-open to public	Monday, May 16, 2022, at 2 p.m.	City Hall, Large Public Works Conference Room
Notification of Selected Contractor	Friday, May 20, 2022, by 5 p.m.	Notification via email to all bidders of Selected Contractor
City Council Award of Contracts	Tuesday, June 14, 2022	City Council Chambers, 6:30 pm
Process Contract Agreement	June 2022	City and Contractor processing
Contract Starts	July 2022	Contract starts after Agreement execution
Kick off meetings	TBD (estimated to be late June)	City Hall, Parks and Recreation Department

Contact:

Jamison Larson
City of Folsom
Parks and Recreation Department
50 Natoma Street,
Folsom, CA 95630
JLarson@folsom.ca.us

OVERVIEW

Overview of RFQ/RFP Landscaping and Lighting Districts A (L&L A), Landscaping and Lighting Districts B (L&L B)/ Folsom Plan Area (FPA)

RFQ/RFP Evaluation and Selection Process

To be considered for selection, all RFQ/RFPs shall be received no later than the date and time outlined in the Schedule. The evaluation and selection process are divided into three parts.

Part 1 (Completeness and Questionnaire): All RFQs will be evaluated to determine if all requested documents were received (Qualification Questionnaire, References Contractor Summary Sheet). If so, then the Qualification Questionnaire will be evaluated and rated by several reviewers. Those contractors who receive an average score of at least 85% rating will be asked for an interview.

Part 2 (Interview): Contractors will be interviewed for each qualifying contract that they have submitted. If a contractor qualifies for multiple contracts (i.e. Package 1, Package 2, or Package 3) one interview will be scheduled but each contract submittal will be evaluated and rated individually.

Part 3 (Bid/Proposal Opening): Those contractors who submitted an RFP/FRQ will have their bids opened and the bid prices will be taken into consideration in the selection process, in addition to the scoring from the Questionnaire, Interview, and References.

Multiple Contracts

The city has 2 contracts being bid in this process L&L A and L&L B/FPA. A contractor can bid all both contracts and could potentially be awarded both if they are selected as the most qualified contractor in accordance with the evaluation process above. A contractor can also bid on just package 2 or 3. The contract package options are listed below:

Package 1: Both contracts (L&L A and L&L B/FPA)

Package 2: L&L A

Package 3: L&L B/FPA

Contract Term

The contract terms for the two Landscape and Lighting Contracts A & B/FPA are for 3 years each with two successive 1-year options, based on satisfactory performance with the City.

City Approach/Philosophy

The City believes in maintaining good relationships with its Contractor's based on a partnership and team mentality. While it is the City's obligation to ensure the Contract

Specifications are delivered, the City strives to foster trust and respect through good communication and frequent interaction in order to achieve the anticipated results and to ensure the Contractor understands its role and can effectively deliver on expectations. We fundamentally believe that the Contractor has a right to make a profit, and at the same time take very seriously our responsibility to the taxpayers of the City of Folsom.

Where possible the Maintenance Specifications are designed to be result driven rather than specific process driven. To that end each specification has an "Expected Outcome" that summarizes what the City expects to see, receive, or experience from fulfillment of the specifications. It is the City's intent to rely on the Contractor's innovations, expertise, and industry savvy to achieve results providing any and all applicable laws, regulations, and requirements are fully met and honored.

Contractors who are accustomed to working closely with its Client are highly regarded by the City.

*The City will meet with all field crews on a quarterly basis to conduct training, provide feedback and communicate issues.

Contract Compliance

The City has created Specifications and Scopes of Work that address the City's landscape maintenance expectations. The City utilizes electronic communications during its monthly inspections with the Contractor to communicate satisfactory or unsatisfactory performance in the main specification areas. The City reserves the right to deduct all or some of the regularly scheduled monthly sum for a particular service area if noncompliance persists after the specified warning/clean-up turn-around times.

The City has created a three-tier compliance system with a maximum of three Tier 3 notices (Strikes) that will be utilized in the event of unsatisfactory performance.

- The tiered system will be in the form of a shared google doc spreadsheet with color coded formulas utilized to track the dates from notification. The contractor shall update the contractor notes and completion columns regularly to ensure items do not get into the red (tier 3) category.
- **Tier 1-** is a Notice to Correct within 10 business days. If the item/area is corrected, such corrections will be so noted in the google doc by the City and no further action will be taken. Tracked in a shared google doc spreadsheet and highlighted in **GREEN**.
- **Tier 2-** is a Notice to Correct and withholding of payment. If the Tier 1 Notice is not corrected within the 10-business day period, the Contractor will receive a Tier 2 Notice. With a Tier 2 Notice to correct, the City withholds 50% of the monthly payment for that particular park, district, trail, or public works area in the next billing cycle and the contractor is required to correct the issue within 10 business days for the issuance of the Tier 2 Notice. If the item is corrected within the next

10 business days; 10% of the withheld payment will be permanently retained and the remaining 90% of the withheld payment will be included on the next billing cycle's payment. Tracked in a shared google doc spreadsheet and highlighted in **YELLOW**.

- **Tier 3**-Notice is the First Point (Strike) and Full Payment Withholding. If the item is not corrected within the Tier 2-10 business day period; the full monthly payment for that park, district, trail, or public works area will be permanently withheld. A one point/strike will be noted for that Contractor. If a Contractor receives a total of 3 points/strikes within a calendar year for any area within the Contract, the City reserves the right to eliminate that portion of work from that Contract (that is if 3 points/strikes are received for example for Catlin Park within that calendar year; the Catlin assignment will be removed from the Contract.) Tracked in a shared google doc spreadsheet and highlighted in **RED**.

The City also produces daily Irrigation Punch Lists (L&L A, L&L B/FPA) that identify irrigation related repairs needed in the various areas. Punch list items are to be repaired within 72 hours and daily progress reports shall be returned to the City's representative with notations in the column as to the date of repair and/or any other notes the Contractor wishes to report back to the City.

Communication and Feedback to the City for Contracted and City-Wide Areas

As described above, the City uses electronic communications as one of its communication tools to report on a Contractor's performance. However, everyday tools such as telephone calls, voice mails, emails, and meetings are also significant venues for two-way communication from the Contractor to the City and the City to the Contractor.

To further enhance communication and the partnership with the City, the City has developed a form, Issue Communication Form (Exhibit D) to be used by the Contractor's workers and/or supervisors in the field to let us know what has been observed during their normal maintenance duties that may need to be repaired, replaced, or evaluated by City staff. This form or some other means such as an email with a photo or a phone call should be used to inform the City of items that are within the scope of work areas that need attention or repairs such as an unreachable broken tree limb in a tree, leaking irrigation or broken irrigation mainline, lifted or cracked sidewalk or walkway, vandalism or graffiti on city wall or fence. Communication of contracted items is required. Use of the Issue Communication Form is one tool, but the City prefers electronic descriptions with photos (such as via cell phone or tablet) to communicate such issues. City may give preference to Contractors whose field personnel (supervisors, technicians, laborers) use technological tools such as phones and tablets to communicate issues and information readily.

These forms will be provided to the Contractor and can be filled out and given to City staff-as is or to be summarized by the Supervisor in an email to the City. Because the

areas maintained by the Contractor are by nature dynamic facilities utilized by the public, the City has an expectation that it will receive these forms from the Contractor on a regular basis (which could be daily or weekly). The Contractor's employees will often be the first persons to see a problem and it must be communicated back to the City so it may be addressed. If the City pursues correction of an item, the Contractor may be requested to submit a proposal or quote to be authorized by City staff as an additional work item.

In addition to communicating issues within the contracted scope areas the City appreciates knowing about any issue that may require maintenance or City attention (such as graffiti in non-contracted areas, lifted sidewalks or dangerous conditions, vandalism, damage to City artwork, leaking or broken City waterlines, etc.). As an incentive to provide the City with information about non-contracted items, the City has initiated a \$25 incentive for each communication received that is confirmed as a non-contracted issue that warrants correction/fixing. (One incentive payment per crewmember per month for issues communicated to the city)

Green and Innovation

In the spirit of green gardening, recycling and land stewardship, the City has modified its specifications for shrub bed care and pruning. To reduce hauling off and disposal of leaf material, the City will allow some leaf material (from trees and shrubs) to be left in the shrub beds. Shrub beds can have up to 1-2" of naturally dropped leaf material, this does not include trimmings or leaf material blown in from adjacent areas, both of which are not allowed. Material should not be left on top of plants but rather in shrub beds. It will still be expected that the shrub beds are weed free and for leaves to be removed/blown from sidewalks and walkways. As such, some leaf litter will have to be picked up and hauled off.

As for shrub trimming and residual leaf and wood clippings, the City specifies that shrubs should be maintained to keep their natural shape and therefore not be balled or boxed. The exception to this is to maintain height of shrubs at the top of walls/fences where specified and to not encroach onto sidewalks and walkways. In those instances, pruning still needs to be done. This pruning shall be trimming of the shrub adjacent to a wall to a height of one foot below wall height and allowed to grow to one foot above wall height before required pruning back to one foot below.

The City is looking for innovative methods to recycle leaf and woody material to put back into the shrub beds without having to take it to landfills. Ideas might include shredding, chipping or mulching the leaves and trimmings on-site at the time of pruning or hauling it to a Contractor or City site for future shredding/mulching/chipping (thus requiring special equipment such as a chipper or tub grinder) and then re-introducing it into the shrub beds 2-4 times per year. The City's objective is to be green and consistent with AB 1826 & SB 1383 which requires organic material to be recycled on-site or taken to a certified recycler.

A cost solution option to provide the City with on-site shredding/mulching/chipping or off-site and re-introducing options will be further discussed in the RFP section of this RFQ/RFP.

Key Items

The City's Specifications are the rule and guide to what is expected for maintenance of contracted areas. However, in an effort to encapsulate the areas of concern that could lead to the issuance of Tier 1 through 3 penalties, a list of key items that are important to Folsom's maintenance practices include but are not limited to the following:

- **Availability-** Being able to readily reach the assigned Supervisor and key staff such as irrigation technicians during normal operations (Monday through Friday 7am to 3pm). Call backs (or some form of acknowledgement such as text or email) within one hour is generally expected.
- **Reliability-** Completing assigned punch lists on time; responding to inquiries when called out; fulfilling the contract specifications
- **Workmanship-** Completing work with proper tools and parts. Paying attention to details.
- **Adequate Personnel-** Providing adequate staff with the right talents for the job is key. (See Exhibit H for City's minimum staffing recommendations)
- **Staffing Commitment-** Providing a full-time supervisor to the City for the contracted work and providing, 3 full time irrigation technicians to L&L A contract and 2 to L&L B/FPA contract is very important. Supervisors and irrigation technicians are expected to be self-motivated and able to work on their own. Each irrigation tech will be required to have a company truck. (no irrigation teams in single truck)
- **Attention to Detail-** Removal of weeds, suckers, unwanted plants, trash, low limbs, and other requirements in the specifications is expected.
- **Communication-** Regular communication between the Contractor and the City is expected. This should include regular updates of issues that arise, and hazards discovered throughout all contracted areas.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

PROFESSIONAL SERVICES AGREEMENT

The company awarded this **Agreement** shall enter into a contractual agreement for the professional services with the City of Folsom.

QUALIFICATIONS

All interested companies must qualify via qualification and reference verifications, first (RFQ). After review and acceptance of qualifications, the City will then open the Request for Proposals and the cost proposals will be considered in our final selection.

START OF THE WORK

The Contractor should be prepared to enter into an **Agreement** and begin work within one week after the contract has been signed. It is important that the work be started in an orderly and timely manner within the time limits as provided in the Notice to Contractor.

LIST OF ALL SUBCONTRACTORS

The bidder shall submit with his bid a complete list of all subcontractors performing any portion of the work in excess of one-half of one percent (.5%) of the bid amount.

PAYMENT REQUESTS

The contractor shall electronically submit an itemized monthly invoice showing services performed. The contractor shall submit billing the 30th of each month. Payment will be made by the 30th day of the following month subject to verification of quantities and percentages included in said invoice.

SITE INSPECTION/PLAN REVIEW

Contractors are required to become familiar with the scope of work required before submitting proposals. Failure to visit the site will not constitute a basis for claims for extra or additional work caused by bidder's lack of knowledge of condition of site, or the scope of work.

CHANGE IN AGREEMENT

The City reserves the right to add, delete, or change areas under this **Agreement** and may do so upon giving written notice to the contractor. Contractor recognizes that similarly landscaped or described areas may be added to the work proposed throughout the life of this **Agreement** and will be serviced at the same contract price per unit as contractor is currently being paid.

TERMINATION OF AGREEMENT

Whenever in the opinion of the City that the said service is not satisfactory, the contractor shall be advised of the reasons. Refer to the Contract Compliance section in the Overview for descriptions of the Three-Tier Compliance Notification process.

LICENSES

The contractor must possess and secure a valid C-27 State License for landscape maintenance and other applicable State and Local permits and licenses. Maintenance contractor and/or subcontractor shall maintain or be required to have a valid California Pest Control Advisor's License and/or California Pest Control Operator's License or Certificate. (see Exhibit G Qualified Personnel for additional license and certification requirements)

INSURANCE REQUIREMENTS

The City of Folsom's insurance requirements are included in the attached sample Agreement.

FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this contract, contractor fails to maintain any item of the required insurance in full force and effect, contractor shall immediately discontinue all work under the contract and City will withhold all contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that premiums therefore have been paid for a period to the Director of Finance.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the contract.

AWARDING WORK

The Contractor shall be awarded the work pursuant to Section 2.36.120-Contracting for designated professional services, Folsom Municipal Code.

DEFAULT BY BIDDER

In case of default by the bidder, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order, and actual cost thereof to the owner. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City.

TRAFFIC SAFETY PROCEDURES

All applicable traffic safety procedures must be followed at all times. Contractor must wear all required safety gear when and where applicable. The Contractor shall be responsible for their own traffic control when working in or near roadways and medians. The contractor shall adhere to all state and local regulations pertaining to traffic control procedures and traffic control devices to be used. The Contractor is responsible for submitting necessary traffic plans to the City's Traffic Engineer for approval.

The Contractor shall place signs, cones, and/or barricades to be placed around fixed and/or moving work sites, in order to notify the public that work crews are performing services in the area. The Contractor agrees to instruct regular and fill-in employees to use their best efforts to ensure that all work crews place signs, cones, and/or barricades around fixed and/or moving work sites and maintain the same throughout the duration of each work assignment.

MAINTENANCE SPECIFICATIONS

City of Folsom (2022)
MAINTENANCE SPECIFICATIONS
Landscaping and Lighting District A and Landscaping and Lighting District
B/Folsom Plan Area.

These maintenance specifications apply to the City of Folsom's 29 Landscaping and Lighting Districts/FPA (9 CFDs). If a specification applies to maintenance area it is noted below using the following references:

1-L&L Districts/Folsom Plan Area (FPA)

Further specifications and/or special requirements can also be found in each maintenance areas scope of work.

1. General Overview

It is the City's intention with these updated specifications to focus on a specified performance quality and desired expected outcome rather than describing how a task should be completed. There are however some specifications that may require specific steps or processes to be followed.

Furnish all labor, material, equipment and services required to maintain landscape in a healthy growing condition and in a neat and attractive appearance throughout the year. Work includes:

Area of Care (Maintenance Area that it Applies to)

1. Turf Care *(I)*
2. Tree Care *(I)*
3. Shrub Landscape care *(I)*
4. Ground Cover care *(I)*
5. Hard Fescue care *(I)*
6. Weed Control *(I)*
7. Leaf Removal *(I)*
8. Weekly Litter control *(I)*
9. Parking Lots, Sports Courts, and sidewalk maintenance (Hardscapes) *(I)*
10. Designated decomposed granite and concrete walkways/pathways within areas that border open spaces *(I)*
11. Wildflower areas *(I)*
12. Vegetative swales and Biofiltration areas *(I)*
13. Notifications and Reports *(I)*
14. Damage to property or loss of plants due to contractor negligence *(I)*
15. Mandatory Inspection reports *(I)*
16. Irrigation System Check and Repair *(I)*
17. Maintenance Inspection Form for Regularly Scheduled Services *(I)*

2. Qualifications Section

Maintenance contractor shall have assigned crews that are experienced and proficient in horticulture, tree care and landscape maintenance; practices and techniques; and shall provide skilled and sufficient number of workers with adequate equipment and knowledge to perform the work throughout the year. (see Exhibit F Glossary of Terms and Exhibit H Minimum Staffing Recommendations for definition of "experience and proficient" and minimum staffing)

Maintenance contractor shall maintain the following licenses and insurance coverages throughout the year:

- A. California State Landscape Contractor licenses.
- B. Applicable State and local permits and licenses (such as City of Folsom Business License, and Qualified Applicators License)
- C. Proper and adequate insurance coverage in the dollar amounts defined in the Special Provisions:
 - i) Workman's Compensation and Employer's Liability Insurance.
 - ii) Comprehensive Automobile Liability Insurance.
 - iii) Comprehensive General Liability Insurance.

3. Contractor Expectations/Responsibilities

A. Maintenance contractor shall be responsible for damage caused by their personnel, negligence, or failure to provide the services specified herein. This includes all sprinkler and irrigation damage as well as light pole base covers, trees, and any other City property or private property in which damage was caused by or as a result of the Contractor's negligence

B. The Contractor shall provide daily oversight of all contracted areas. At a minimum this oversight shall be monthly visual inspection of all contracted areas, by a qualified Supervisor, to identify and address problems. The contractor shall utilize the self-inspection form provided by the city to document monthly inspections. (refer to Exhibit C Contractor Self-Inspection Form) The city will provide written inspection results on a regular basis via electronic communications. (Google doc spreadsheet, Email, text, phone, and computer generated work requests) The contractor shall respond by similar means.

D. All extra work and projects that are not routine repairs and replacements (i.e. irrigation repairs) shall be authorized in writing pursuant to the terms in the Maintenance Services Agreement. The City of Folsom reserves the right to have extra work performed by others.

4. Uniforms

The Contractors workers shall at all times wear matching uniforms, clean and in good repair. Safety Vests with Contractors business logo will constitute as a "uniform".

5. Job Conditions

A. Field Conditions: The Contractor shall immediately report to the City of Folsom's designated representative all conditions which prevent proper execution of this work and all conditions that may be hazardous or unsafe to the public or contractor (i.e. lifted sidewalks, broken or inoperable bollards, missing locks from bollards or fencing, missing or damaged valve box lids, etc.) Additionally these conditions should be noted in the hazardous conditions box on the contractors monthly self-inspection form.

B. Contractor is responsible to contact Underground Service Alert (USA) call center and the City of Folsom's designated representative on all excavation projects. The Contractor shall protect existing structures and utility services and be responsible for their replacement if damaged.

C. Contractor is responsible to close and lock all fold down/removable bollards and gates upon completion of work and departure of work site. All missing or damaged locks, pins, or latches shall be reported immediately to the City's representative.

6. Maintenance of Traffic, Public Safety, and Convenience

Contractor shall be responsible for and comply with City of Folsom, Caltrans, and Cal-OSHA requirements regarding traffic control and public safety. Refer to City of Folsom Standard Specifications for additional information concerning public safety, lane closures, and designated major streets. For example, at least one 13-foot lane of traffic in each direction shall be maintained between 9:00 A.M. and 3:00 P.M. on affected streets. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic.

7. Chemical Use and Clean Up

A. Contractor shall keep the work area free from trash and all debris associated with the application process at all times and shall arrange applications (such as chemicals for fertilization, pesticide, and herbicide applications) so as not to interfere with any operations or public access. All unused materials and debris shall be removed from the site.

B. The maintenance Contractor shall be responsible for removal and legal disposal of all debris from chemical applications, plantings, or any other authorized project.

C. Contractor shall abide by Department of Pest Regulations requirements for storage, use, handling, and disposal.

D. Contractor shall not leave chemicals or applicators unattended.

E. All chemicals shall be properly labeled and dispensed.

F. All chemicals shall be mixed off site and safely stored according to product label, state and local laws, and best management practices.

Purpose and Intent of the Landscape Maintenance Specifications

A. The purpose and intent of this document is to provide a framework for maintenance personnel to carry out and achieve the goals of landscape care. All landscaping shall be maintained in a healthy and growing condition throughout the year. A neat and attractive appearance is a requirement that Contractor will be held accountable to.

B. The maintenance Contractor shall be experienced and proficient (see glossary) in ornamental horticulture, tree care, irrigation, chemical use, and landscape maintenance practices and techniques.

C. Contractor shall provide skilled and sufficient numbers of workers with adequate equipment to perform the work throughout the year. A specific requirement is to provide one full-time Field Supervisor to be assigned to Contract package 2 (L&L A), and one full-time Field Supervisor to Contract package 3 (L&L B/FPA), if the contractor is bidding Contract package 1 (Both contracts) the Field Supervisor for L&L B/FPA can be substituted for a Foreman working under the direction of the Supervisor (Monday through Friday: 40 hours/week) and three full-time Irrigation Technician to Folsom L&L A Contract, two to L&L B/FPA Contract. (Monday through Friday: 40 hours/week). The City reserves the rights to have the field supervisor or irrigation technicians replaced if warranted.

Maintenance Schedule for Detail Work

Within 30 days of award of the contract, the Contractor is to submit to the City of Folsom a schedule for the entire year of when regularly scheduled and "detail" maintenance work will be accomplished. Unless otherwise specified all regularly scheduled services and detail work shall occur weekly. Detail work includes items such as pruning, removal of dead plants, weed control, full irrigation evaluation, tree stake maintenance, trash pickup, etc. (see glossary for definition of detail work)

Also required is an Annual Schedule/calendar of fertilizer, broadleaf and pre-emergent application windows which shall include product label, SDS, application rate, and equipment used to apply the chemicals. Specific dates and scheduling should be coordinated with the City's representative. By the end of January annual schedules shall be provided to the city.

Reporting Requirements

By the 5th day of each month the contractor shall provide the city with a chemical use report for the previous month (fertilizer, pre-emergent, herbicide, pesticide, and broadleaf

treatments).

Maintenance/Extra Work Reporting

Accompanying the monthly invoice shall be documentation which details the extra work performed over the invoice period. Also to be provided is a copy of the monthly Pesticide Use Report filed with the County.

LANDSCAPE MAINTENANCE REGULARLY SCHEDULED SERVICES

Regularly scheduled services for landscape maintenance are to occur **once** weekly unless specified otherwise. Maintenance Area notations:

1-L&L Districts/Folsom Plan Area (FPA)

1. Turf Care (Area 1)

- A. Mowing – All turf shall be mowed at least once every seven days during the growing season and as needed during the cold, rainy seasons. (generally growing season is considered March 1-October 31) Mowing height shall be 2.5 inches. If grass clippings become excessive the contractor will be responsible for the removal and disposal of the clippings off-site. Missed mowing schedules for any turf must be completed during the same week except when an alternate mow date has been coordinated with City staff. The contractor will notify City staff of missed mow dates immediately upon knowledge of situation.
- i) The contractor shall not mow, walk on, or use any piece of equipment on any turf areas when frost is present as this may result in damage to the plant tissues. The contractor shall not mow if the turf is saturated with water or stressed from lack of water. The contractor shall immediately notify the city upon discovery of overly saturated or stressed condition.
 - ii) Uniformity of turf height and quality of cut is required. (i.e. properly maintained equipment such as sharp blades) Excessive mow speeds and/or lack of attention to detail that leads to untidy, uneven, or missed sections is not allowed. The contractor shall adjust mowing practices as needed to avoid scalping based on slope, valve boxes, and exposed roots.
- B. Edging - Turf edges shall be trimmed at a minimum every other week or as needed for neat appearances. Clippings shall either be vacuumed or blown off walks. Excessive clippings (that detract from a neat clean appearance) shall be collected and disposed of off-site. Clippings shall not be blown into streets, gutters, storm drains, or parking lot curbs. All valve boxes in the lawn and shrub beds shall be kept free of weeds and plant material. Mechanical, and NOT chemical means will be used to accomplish this task.
- C. Fertilization - Lawns shall be fertilized with a total of at least six (6) pounds of actual nitrogen per 1,000 square feet per year using a slow-release product (i.e. granular). The number of applications and type of nitrogen used will depend on appropriate fertilizer formulation based on individual site and seasonal conditions (4 applications minimum). Contractor will coordinate timing and type of fertilizer applications with MLS staff two weeks prior to application. Contractor will provide a product label for fertilizer to be used prior to application. (refer to reporting requirements)

- D. Weeds - refer to section 6 (Weed Control)
- E. Pest and Disease Control - Turf shall be inspected for pests and reported to City staff. City staff will determine course of action.
- F. Chemical Control Requirements – Only qualified personnel, under the supervision of the appropriately certified field supervisor, shall apply chemical controls which will be subject to all State and County regulations regarding landscape pest control operations.
- G. Turf Quality- It is the City's ultimate goal to have all city turf areas at an 80:20 turf to weed ratio...

Expected Outcome: Neat, tidy and uniform turf height, edges clean, weed free, healthy, and green. Contractor to coordinate timing and amounts/type of fertilization and chemical applications.

2. Tree Care (Area 1)

- A. Tree pruning standards – (see Exhibit "A") Tree care that promotes health, vigor and wellness of City trees is important. Proper pruning and technique is required and all field staff shall be adequately trained to perform work. **The contractor will be responsible for adherence to the tree pruning standards described in Exhibit "A". Contractors field staff shall be required to annually attend a city sponsored tree pruning class.**
- B. **The contractor will be responsible for maintaining vertical clearances and clearances around city infrastructure.** The following guidelines will be followed: walkways and turf – 7' overhead clearance, bike trails – 8' overhead clearance, and streets/parking lots – 14.5' overhead clearance. Additionally, 4ft clearance around fixed items such as streetlights, street signage and traffic signals up to 20 feet in height shall be maintained.
- C. The contractor will be responsible for removing low hanging limbs that interfere with maintenance activities. The contractor will also remove dead and damaged tree limbs that are up to 20 feet from the ground with appropriate pole pruning equipment. Sucker growth shall be properly removed as needed.
- D. All trees in turf areas shall have a 2' radius band of open soil maintained around the base of the trunk. This will encourage tree vigor and minimize damage to tree trunks and roots by machinery. Use only recommended City-approved, herbicides to control growth in these tree rings. **Line trimmers are not to be used to maintain tree bands around the base of trees.**
- E. **Tree Stakes shall be checked regularly to ensure they are serving their intended purpose. Stakes that are no longer needed shall be removed, and broken, damaged, or ineffective tree stakes shall be replaced promptly. A**

properly staked tree should not have a lean of greater than 10 degrees from square.

Expected Outcome: Proper tree pruning and technique. Maintained vertical clearances. No line trimmers around tree bases and tree zones.

3. Shrub Landscape Care (Area 1)

- A. In general, shrub plantings should be allowed to grow naturally without excessive amounts of pruning. Where pruning is required, shrubs shall be pruned in a manner consistent with accepted horticultural practices and shall not be clipped into balled or boxed forms unless otherwise directed. Shrubs growing along fences and walls shall be maintained at the height of the fence or wall. (hard pruning should take place when the shrub reaches one foot above wall level and shall be trimmed to one foot below wall level) 18 inches of clearance against walls and fences is required to allow access for wall/fence maintenance and/or irrigation maintenance. A minimum of 1 foot clearance shall be maintained around fixed equipment. (i.e. irrigation boxes, backflows, fire hydrants, etc..)
- B. Prune after flowering has finished in early summer or late fall. Avoid pruning in winter months, as spring flowering will be sacrificed.
- C. Deciduous shrubs, such as roses, shall be pruned in the dormant season after the leaves have fallen. Prune back errant growth and crossing branches to accentuate the shrubs natural form. Dead flowers/stalks should be removed shortly after flowering periods (such as with agapanthus plants). All dead/wilted under growth from plants and shrubs shall be removed. Winter pruning shall be done per accepted horticultural standards.
- D. Weed Control - refer to section 6 (Weed Control)
- E. Fertilization - Fertilize shrubs in spring and fall based on plant needs with an approved fertilizer blend. Contractor will coordinate timing and type of fertilizer applications with MLS staff two weeks prior to application. Contractor will provide a product label for fertilizer to be used. Any shrubs showing nutrient deficiency shall receive additional fertilization upon discovery.
- F. Avoid frequent soil cultivation to prevent injury to shallow roots and reducing the effectiveness of pre-emergent herbicides.
- G. Cut back old or dead growth as needed. All dead shrubs shall be removed, and location of removal shall be communicated with the City's contract representative. Authorization for replacement must be approved by the City's contract representative. All die out areas shall be checked for irrigation issues and/or pests that may have caused the issue.

Expected Outcome: Maintain natural structure of shrubs, remove dead flowers, stalks, undergrowth, keep weed-free, and maintain healthy appearance.

4. Ground Cover Care (Area 1)

Foster attractiveness at all times by following these practices:

- A. Weed Control - refer to section 6 (Weed Control)
 - i) Hoe weeds as little as possible, to avoid plant damage.
 - ii) Invading grass growing in ground cover will be eradicated by accepted chemical applications. If this is not horticulturally possible, removal and replacement shall be coordinated with the city.
- B. Fertilization – Two applications will be in early spring when growth begins and again in fall. Contractor will coordinate timing and type of fertilizer applications with MLS staff two weeks prior to application. Contractor will provide a product label for fertilizer to be used.
 - i) Star Jasmine plants will be fertilized twice a year (spring and fall) with a fertilizer containing an iron supplement.
- C. Pruning - Cut back old growth as needed. Plants will be contained within the designated landscape area and not grow beyond borders. Ground cover shall be maintained so it does not interfere with irrigation functions or block signage.

Expected Outcome: keep weed-free, maintain healthy appearance, prune as needed.

5. Hard Fescue Care (Area 1)

Foster attractiveness at all times by following these practices:

- A. Weed Control - refer to section 6 (Weed Control)
- B. Fertilization - Hard Fescue areas should be on the same rate and schedule as the fertilization schedule for lawn areas. See 1 - Turf Care; Fertilization.
- C. Pruning - Hard Fescue areas shall not be mowed weekly but allowed to develop seed heads. These seed heads shall be removed once annually after plant has set seed. Seed heads will be removed by line trimmer, then raked up and disposed of off-site.
- D. Folsom Plan Area-See Exhibit I for Native Preservation Mix maintenance requirements. Native Preservation Mix is installed throughout the FPA Contract area between the street gutter and the sidewalk.

Expected Outcome: keep weed-free, maintain healthy appearance

6. Weed Control (Area 1)

A weed is generally defined as plant not intended for a specific landscaped area. All improved/developed areas of each landscaped area shall be kept in a weed free condition. A scheduled cultural, mechanical or chemical control program that incorporates the City of Folsom's Integrated Pest Management (IPM) policy and follows the established horticultural industry standards for weed and pest control shall be used at all times.

It is the policy of Folsom and its IPM program that when pesticide or chemical applications are to be made to control weeds and pests that the lowest toxicity product is used. Caution labeled products are to be used in most circumstances. If a higher toxicity product is required to achieve appropriate control approval from the City must be obtained prior to the contractor applying the product. Use of organic products can be discussed on a case-by-case basis.

A. In Turf:

Crabgrass and broadleaf weed control will occur in turf within all Landscaping and Lighting districts and FPA areas within the contract.

Crabgrass control- An annual application of a pre-emergent herbicide shall be made in the spring to control crabgrass. Applications will be made at an appropriate time to coincide with the optimum weather patterns. If these applications don't achieve an 80:20 turf to weed ratio, additional applications shall be required

Broadleaf control- Apply two broadleaf applications (post-emergent)-one in spring and one in fall. If these applications don't achieve an 80:20 turf to weed ratio, additional applications shall be required.

B. Shrub beds, hedges and groundcover:

All Planting beds shall be kept weed free. If beds are found not to be free of weeds contractor will have one (1) week to enact corrective action that meets specifications.

- i) This is to be accomplished by the use of pre-emergent and post-emergent herbicides and by manual means. Weeds over 6 inches in height will be removed manually (pulled).
- ii) Invading grasses growing in shrub beds or within plants will be eradicated by accepted chemical applications. If this is not horticulturally possible, removal and replacement shall be coordinated with the city.
- iii) Chemical overspray or drift of chemical onto turf is not allowed.

- iv) Existing mulch in shrub beds should be left in place and not removed with leaf blowers or raked out. Leaves and/or pruning materials shall be handled per Leaf Removal specifications described in Section 7 below.
 - v) Invading vines (i.e. blackberries and grape); volunteer growth such as palms, cottonwoods, tree of heaven, or other plant or tree species not intended for a particular area are considered weeds or unwanted growth and shall be removed upon discovery. (Consult City with any questions regarding removal of established invasive species or protected native species that appear within contract areas)
- C. Tree rings:
All trees in turf areas shall have a 2' radius band of open soil maintained around the base of the trunk. This will encourage tree vigor and minimize damage to tree trunks and roots by machinery. Use only recommended City-approved, herbicides to control growth in these tree rings. Line trimmers are not to be used to maintain tree bands.
- D. Sidewalk and Hardscape areas:
Weeds in cracks and expansion joints within the maintained areas shall be removed by acceptable means. This area includes the sidewalk and gutter out to where the concrete meets asphalt. Planted and maintained medians shall be maintained from tip to tip.
- E. Playgrounds: weeds shall be removed within all playground sand and engineered wood chip areas. This shall be accomplished by manual and mechanical means. No chemical applications are allowed in playground sand or engineered wood chip areas. Use of organics may be considered on a case-by-case basis.
- F. Reporting:
All pesticide/herbicide applications will be reported to the City on a monthly basis. This will be accomplished by providing the City with a copy of the monthly pesticide use report the contractor is responsible for providing the Sacramento County Agricultural Commissioner's office.

Expected Outcome: Weed free and healthy appearance of turf and shrub beds while maintaining existing mulch levels.

7. Leaf Removal (Area 1)

- A. Leaves shall be removed and disposed of as necessary to maintain a neat, clean appearance and safe surface conditions at all playgrounds, hardscapes, and turf areas.

- B. When removing leaves, from playgrounds and shrub beds, the contractor will ensure that shrub bed mulch and playground woodchips remain in place.

Expected Outcome: Leaves will be removed from turf and shrub areas without removing bark in shrub beds.

8. Weekly Litter Control (Area 1)

- A. Clean and tidy appearance of all park and landscaped areas is required. The contractor will be responsible for the removal of trash in all landscape and hardscape areas excluding trash receptacles during their weekly visits. All trash/debris shall be disposed of by the contractor using the on-site dumpster or trash can. Under no circumstances shall contractor mow over trash in turf areas. All trash/debris must be picked up prior to mowing.

Expected Outcome: Neat and tidy landscape and hardscape areas.

9. Parking Lots, Sports Courts and Sidewalk Maintenance (Hardscapes) (Area 1)

- A. Remove trash, litter, broken glass and debris from hardscapes on a weekly basis. Any trash or debris shall be disposed of by the contractor using the on-site dumpster or trash can.
- B. Sidewalks, curb and gutter, and paved areas shall be kept cleaned of all mud or soil that is tracked onto these areas by any cause on a weekly basis. All weeds in cracks on sidewalks, curb and gutter, or paved areas shall be removed.
- C. Grass clippings and pruning materials shall be blown off hardscapes, park parking lots, picnic tables, and other hard surfaces weekly. (On the scheduled service day.)

Expected Outcome: Neat and tidy landscape and hardscape areas.

10. Designated decomposed granite and concrete walkways/pathways within areas that border open spaces or other trail areas (Area 1)

- A. Weekly trash removal, including removal of debris, glass, trash, etc.
- B. Weeds encroaching from undeveloped areas are to be kept 3 – 4 feet away from trail/walkway.
- C. Weeds within the decomposed granite or walkway areas shall be removed.
- D. Any pruning/clippings shall be handled pursuant to specifications for the plant type.

Expected Outcome: Weed free and trash free decomposed granite areas.

11. Wildflower Areas (Area 1)

- A. Mow all wildflower areas at least twice (2) per year in late spring and early fall.
- B. Weed control will be primarily hand labor. Avoid use of pre-emergent herbicides.

Expected Outcome: Weed free and maintained wildflower areas.

12. Vegetative swales and Biofiltration areas (Area 1)

- A. See Exhibit E for maintenance specifications.

13. Notifications and reports (Area 1)

- A. Contractor is required to immediately notify the City of existing hazardous conditions as they are observed via written or email communication. Such hazardous conditions include but are not limited to lifts in sidewalks, cracks in hardscapes, broken irrigation systems, and/or dangerous tree/limb conditions.
- B. Contractor is required to immediately notify the City of observed vandalism, graffiti, irrigation problems and tree concerns within the Contracted areas or in any area that Contractor may be in proximity to.
- C. The contractor will provide on a monthly basis a copy of the monthly Pesticide Use Report submitted to the Department of Pesticide Regulations.

Expected Outcome: Prompt and Timely notification of hazardous or dangerous conditions

14. Damage to property or loss of plants due to contractor negligence (Area 1)

- A. The contractor will be responsible for notifying the City and for repairing or replacing City property damaged by their employees due to negligence, including chemical overspray.
- B. Loss of plants, due to contractor negligence, shall be replaced at the contractor's expense.

Expected Outcome: Repair or replace damaged City property at no cost to City.

15. Monthly Meetings and Inspections (Area 1)

Contractor shall meet with a City representative at least once a month to discuss maintenance/compliance matters, fertilization/herbicide application schedules, daily operations, work in progress and/or future work items. As needed, the City will

request a drive-through with the contractor to discuss maintenance issues, compliance matters, or to inspect work.

Expected Outcome: Monthly communication to ensure Specifications are being met, City landscape areas look their best, and all questions and concerns from both parties are address and answered.

16. Irrigation System Check and Repair (Area 1)

General

- A. It is the City's objective to actively pursue water conservation within publicly-owned landscaped areas. The Contractor can expect the administration of this irrigation specification to be closely monitored.
- B. The Contractor shall work with the City to ensure watering requirements are met within each landscaped area. The contractor shall be capable of performing repairs, installations and modifications to the existing irrigation system to adequately irrigate all landscape areas.
- C. If any part of the irrigation system is vandalized or stolen, the Contractor shall immediately notify the City and discuss repair or replacement of the affected component.
- D. Substitutions of irrigation equipment from the brands and types used shall be approved by the City of Folsom's Irrigation System Coordinator or designee prior to their installation.
- E. Any damages to system caused by Contractor's operations shall be repaired without charge. Repairs shall be made within 24 hours or in a timeframe agreed to by the City of Folsom Irrigation System Coordinator or designee.
- F. Accidental damages or normal wear and tear not resulting from Contractor's negligence or operations shall be reported promptly to the City and repairs made on a time and materials basis (i.e., billed as Extra Work). All modifications and replacements necessitated by normal attrition shall be reported to the City and, upon approval, repairs will be made at City's expense (i.e., billed as extra cost), or by utilizing the assigned irrigation technicians.

Maintenance and Repair

- A. As a part of the maintenance obligation, the Contractor shall regularly inspect the operation of the complete irrigation system, including monthly manual checks of the operation of each station. During the months of March through October all irrigation systems shall be checked once a month. During the months of November to February the irrigation systems shall be checked as needed. Dates of irrigation checks shall be noted on the Contractors Self-Inspection Form.

- B. All rotors and spray heads shall operate efficiently and without obstruction. The screens within each head shall be cleaned as needed. Replacement parts shall be identical unless approved otherwise. All irrigation heads shall be adjusted as required to minimize overspray to hardscapes, fences, walls, utility enclosures and other features that may be damaged or stained by irrigation water.
- C. Contractor shall ensure the valve boxes are free of damage and are accessible at all times. Damaged boxes and missing lids shall be reported to the City and discuss repair or replacement of the affected component.
- D. All remote-control valves shall close consistently and completely at the conclusion of each station cycle. Mainline breaks and stuck valves shall be promptly reported and repaired and shall be billed under the unscheduled work section of this contract or completed by the assigned irrigation technicians.
- E. The cleaning or replacement of the wye filters for the drip system shall be performed on a quarterly basis by the Contractor. Any pressure regulators shall be adjusted by the Contractor to ensure optimum water delivery to the emitters.
- F. Each controller shall be inspected monthly to assure that the system programming is appropriate and efficient. The Contractor shall notify the City of Folsom's Irrigation System Coordinator of any controller that does not perform to the manufacturer's specifications. The city utilizes both central and standalone controllers and city staff will provide programming parameters for standalone controllers.
- G. The Contractor shall notify the City before utilizing any quick connection couplers for onsite water. This will save the City and the Contractor unnecessary man-hours in resetting master valves and clearing unscheduled flow alarms.

Watering

- A. Seasonal programming of the stand-alone controllers shall be performed by the Contractor as needed and coordinated with the City of Folsom.
- B. Manual watering shall be performed only to supplement the irrigation water provided to particular plants or areas by the automatic irrigation system. Manual watering shall not be performed to disguise a deficiency in the automatic irrigation system. If the automatic irrigation system fails to adequately distribute water to all landscape areas or plants, the Contractor shall notify the City of Folsom. At no time will battery operated valve actuators be placed on the City of Folsom's irrigation system without prior approval of the City's representative. The L&L districts utilize centralized, standalone, and battery-operated controllers. (See Exhibit B for controller types and locations)
- C. Following planting and initial watering, the Contractor shall ensure that the

irrigation system provides water for all plants and planted areas as necessary to keep the ground moist from the surface to well below the root systems.

- D. On occasion afterhours emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property may be required. Prepare Proposals for all other repair or replacement work. Rain sensors, soil moisture sensors, and rain shut-off devices are encouraged in renovation work when not already installed in irrigation system. Installation of these devices to be discussed and directed by the City of Folsom.
- E. All repairs to the system shall be identical to the original installation, unless approved or directed otherwise in advance by the City of Folsom. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the City of Folsom.
- F. Inform City of Folsom in shutting off the systems during emergencies and repairs.
- G. In the event of a mandated drought or water reduction directive, the Contractor may be directed to revise programming of stand-alone controllers and operations as needed to comply.

Expected Outcome: Irrigation systems are working properly, leaks are being detected and fixed before they become a problem or hazard, water is being used wisely, and all systems are maintained as needed.

17. Maintenance Inspection Form (Area 1)

The City will conduct regular inspections of areas and provide feedback and review of each maintained area (Exhibit C Contractor Self-Inspection Form). City staff may use this form to request a repair, comment on maintenance, and/or identify unsatisfactory service. This form may also be used to indicate Contract Compliance Notices (Tier 1-3) as described in Overview section.

Exhibit A-
Tree Clearance Pruning Procedures



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Tree Clearance Pruning Procedures for Plants Encroaching into City Maintained Right-of-Way

If you have been given a Notice to Correct Violation(s) for:

- ☐ Corner sight triangle not kept clear §8.38.030(A)(2) (fig A & B)
- ☐ Vertical distances not kept clear §14.8(4) Folsom Design & Procedure Manual (fig C)
 - ☐ 14.5' over streets measured at gutter or at any point on the street, alleys & drive isles in parking lots
 - ☐ 8' over bike paths
 - ☐ 7' over public pedestrian sidewalk & sides clear
 - ☐ Roots lifting sidewalk ½" or more
 - ☐ Dead tree

The City of Folsom strives to keep the path of travel clear and unobstructed for the traveling public, including sidewalks, crosswalks, and access to businesses. The public sidewalks, streets & alleys, plus drive lanes in commercial parking lots or multi-family projects must be safely maintained and accessible to emergency, service and other standard height vehicles, also for ADA travel. The tree(s), shrubs, vines, or other plants that are on your property have been found to encroach into this area that must remain clear and unobstructed.

Please have your plants pruned properly to conform to the noted height restrictions. You have ___ days from the date on the official **Notice to Correct Violation(s)** to comply and have the site re-inspected for conformance. If the work is not completed in a timely manner, the Folsom Street Department will complete the required clearance pruning and charge the property owner(s) for the required clearance pruning. If you are planning to do the required clearance pruning or hiring someone to do the work and if pruning cuts are to be made that are 2" diameter or more on protected trees, this pruning work requires a tree permit issued by the City (\$34.00 fee). Please contact the City Arborist right away at kmenzer@folsom.ca.us or call 220-3016. For lifted/damaged sidewalks, curbs &/or gutters contact Bill Gisler in Public Works at 351-3348.

The pruning charge from the Street Department will vary for the work that is required to comply with the **Notice to Correct Violation(s)**. The minimum charge will start at \$300.00 to inspect, mobilize the work crew and equipment, do the required work, discard the materials, and complete all of the paperwork.

The pruning work will be completed only for compliance with the clearance requirements in your **Notice to Correct Violation(s)** and may not be to your aesthetical expectations or meant to be arboricultural care for your tree(s). If you are looking for complete tree care and to comply with this Notice, you may want to contract with a qualified tree care professional to complete the pruning before the City commences the tree care work.

See the official Notice (NtCV) for contact phone numbers, mailing address, and important dates.

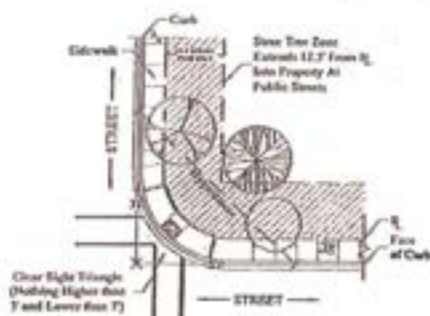


FIGURE A

The pruning materials can be placed in your "Green Waste" container or picked up at your curb for **FREE, but only by appointment** (3 x/yr) with bulky waste collection by the Folsom Solid Waste Division. Max amount 5 cu yds & 6' in Length & 6' in diameter (no stumps). Branches must be out by 6:00AM on the day of your pre-scheduled appointment. Residential customers only. Call: 355-8367 for details or at web site:

NeighborhoodCleanup@folsom.ca.us

Do NOT obstruct public sidewalk, gutter or street until 24 hrs before your pre-scheduled appointment

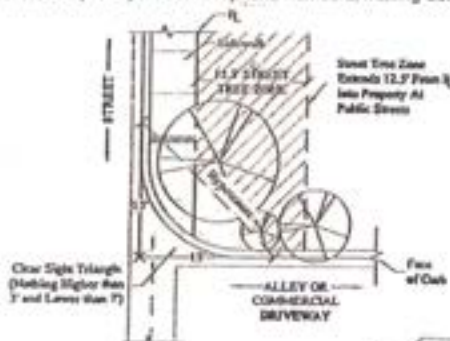


FIGURE B

Keep the Vertical Distances Clear

- ☒ Within the sight triangle:
 - ☒ do not plant trees
 - ☒ nothing higher than 3'
 - ☒ nothing lower than 7'
- ☒ 14.5' over street & drive isles of parking lots
- ☒ 8' over bike paths
- ☒ 7' over public pedestrian sidewalks

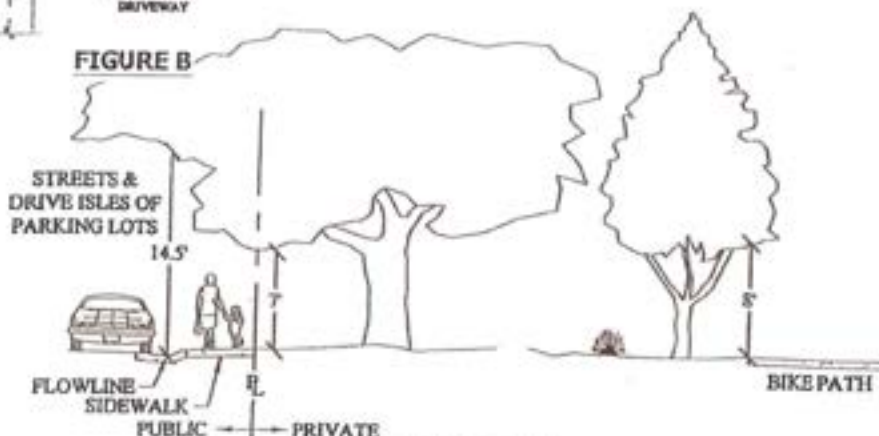


FIGURE C

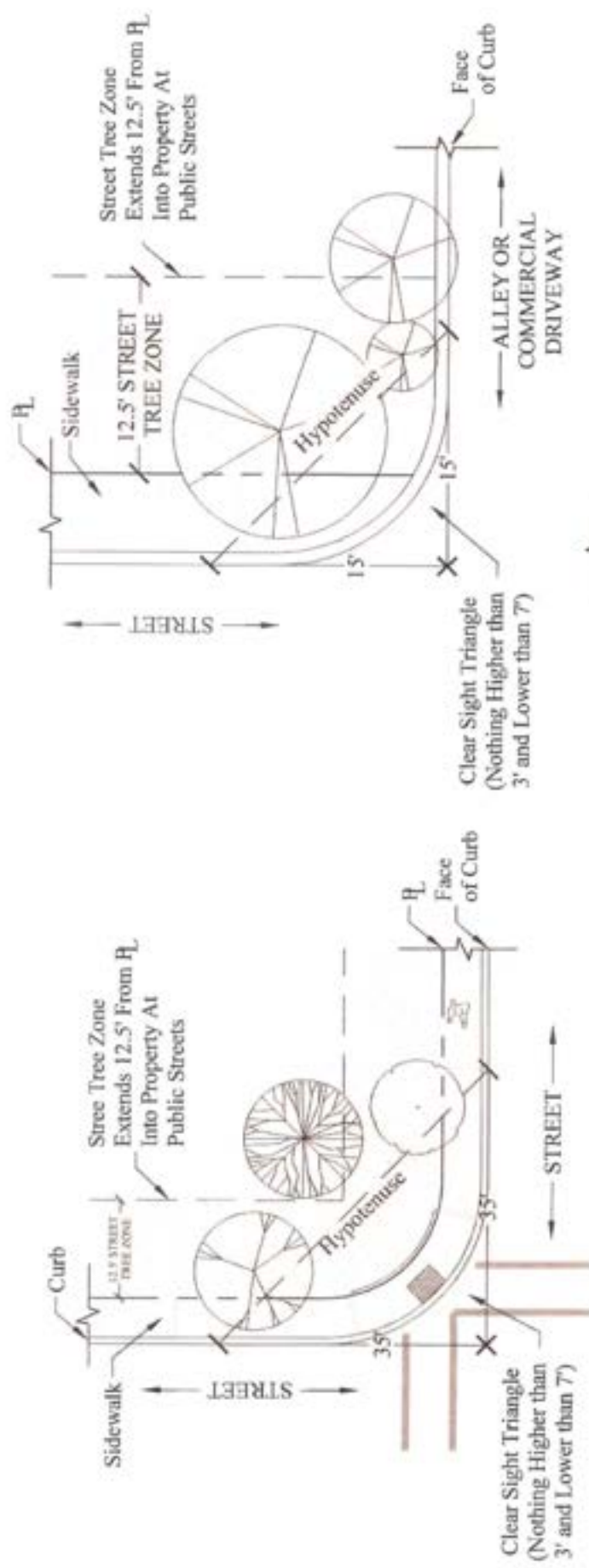


FIGURE A

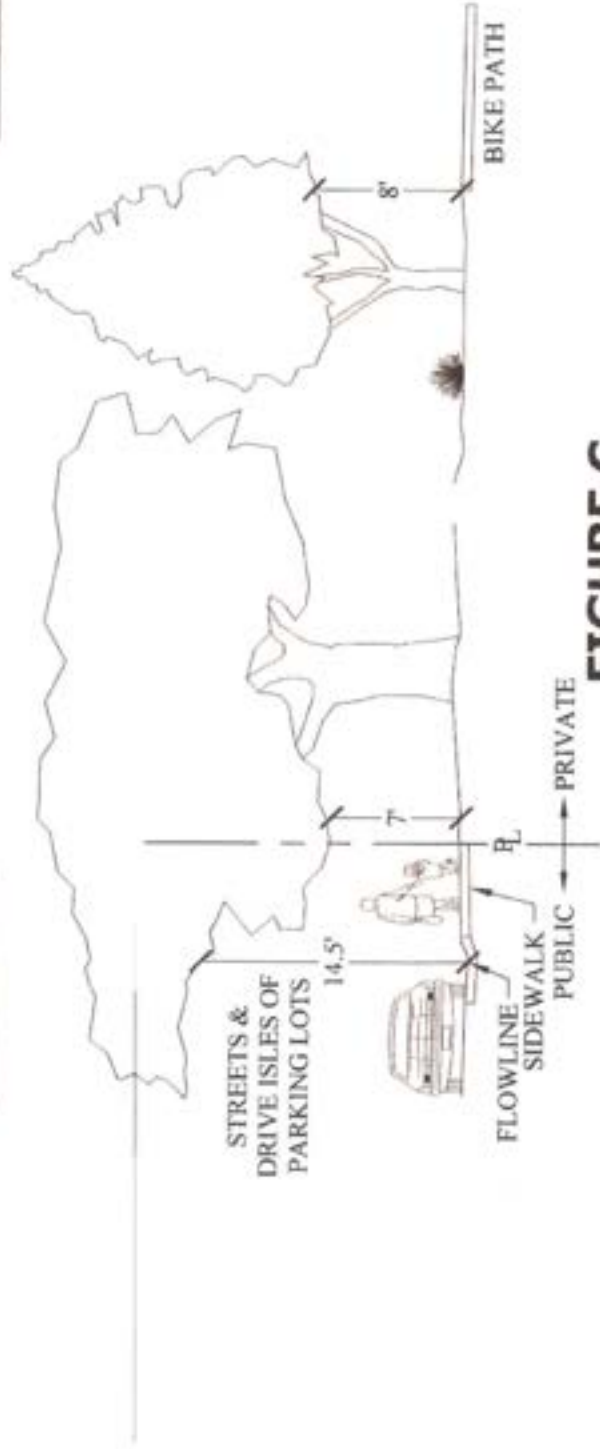


FIGURE C



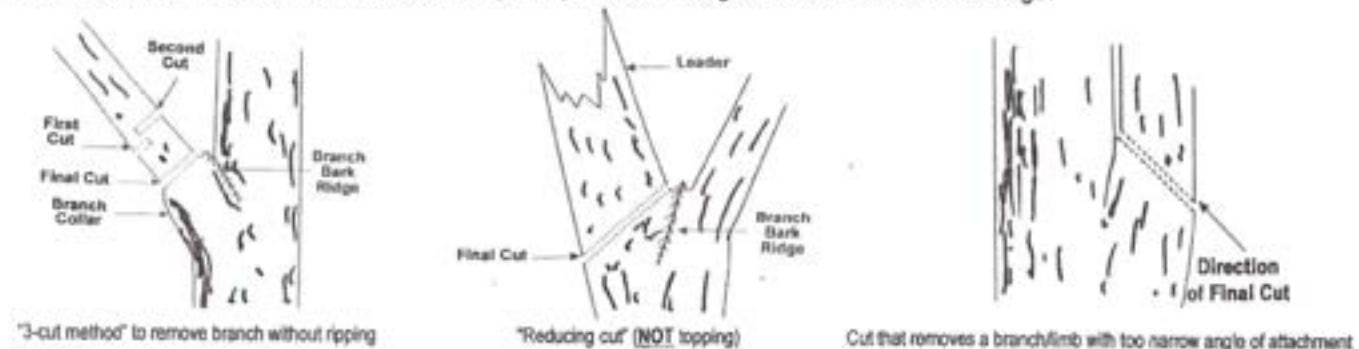
Tree Preservation Information

Many trees are protected in Folsom and will require a tree permit to work in or near the Tree Protection Zone (TPZ) of a protected tree or to do tree care work on a protected tree or to remove the tree(s). Trees in Folsom are protected by: species, size, location, Landmark Tree status, Conditions of Approval or as parking lot shade trees.

Generally, protected trees include: native oaks (Blue, Valley and Interior Live Oaks) 6" in diameter or greater (measured at 4'-6" above grade), "street trees" that are within 12'-6" of the property line adjacent and parallel to a street, and trees in or next to a parking lot with 5 or more spaces.

If protected trees are to be pruned, any cuts 2" in diameter or larger or the removal of 20% or more of the canopy, requires a tree permit. Making a cut 2" or greater on a protected native oak or the protected tree is going to have any mechanical system installed to the tree (cabling, bracing, bolting, guying, propping and/or lightning rods) a tree permit is required and the work shall be done by an International Society of Arboriculture (ISA) Certified Arborist. "Topping" is NOT an accepted pruning practice.

Tree Permits are inexpensive as compared to potential fines, fees and mitigation. Violating the Folsom Tree Preservation Ordinance may result in fines and penalties under Chapter 12.16 of the Folsom Municipal Code. A tree permit is \$34 before stating the work, an after-the-fact tree permit (starting the work without a tree permit) is \$400. The good tree advice is at no charge!



Self pruning your trees: (☆ NOTE: If you intend to make cuts 2" or greater of live wood on a protected tree, a tree permit is required)

Be careful, many people get hurt (or worse). This is a job that takes a lot of specialized knowledge, training, equipment and expertise. There is an art and science to doing this properly, at the right season, pruning the right amount, knowing where to cut, how to cut and having the right tools and knowing how to use all of this correctly. Many times the work is up high, over-head, with dangerous cutting equipment and large falling weight. Trees can appear to be shorter and the work looks easier until you get up to the height where you need to be to do the "simple task", to hold on, cut and drop limbs safely.

It is important to find a licensed, insured (workers' compensation & liability), certified and capable arborist to do the work on your tree(s). There is a list of Tree Care Professionals on the City of Folsom web site to help you find the right "professional arborist".

Check the ISA web site: "Trees are Good" to find an ISA Certified Arborist by zip code. The arborist is required to have a City of Folsom business license. If the contractor is doing work over \$500, a state contractor license is required.

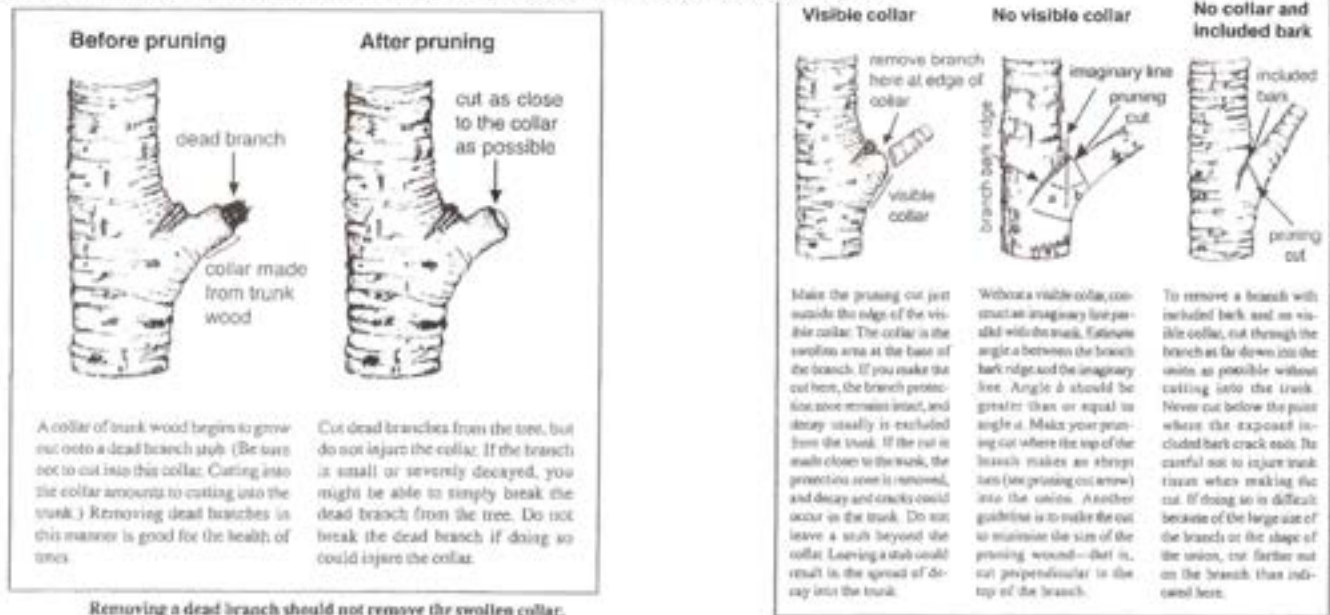


Exhibit B-

**Controller and Valve counts by District
(L&L A and L&L B/FPA)**

Current as of 2-15-22

	Controllers	Total Stations	Total Reclaimed Stations	Total Potable Stations
American River Canyon North	16	232		
Briggs Ranch	5	47		
Broadstone 1-2, 4	40	598		
Broadstone 3	30	527		
Hannaford Cross	3	16		
Natoma Station	15	295		
Natoma Valley - (The Knoll's)	1	18		
Residence I	1	15		
Residence II	1	9		
Willow Creek Estates East	3	62		
Blue Ravine Oaks	3	27		
Cobble/Reflections II	5	57		
Cobble Ridge	3	8		
Folsom Heights	4	45		
Lake Natoma Shores	3	24		
Los Cerros	3	17		
Parkshore / Ring Park (1 & 2)	3	107		
Prairie Oaks Ranch	11	275		
Prospect Ridge	1	11		
Sierra Estates	1	7		
Silverbrook (single median)	1	1		
Steeplechase	3	11		
Willow Creek Estates South	15	176		
Willow Springs	8	118		
CFD – 18 Mangini Ranch 1A	3	222	32	190
CFD – 18 Regency at Folsom Ranch	4	83	53	30
CFD – 18 White Rock Springs Ranch	2	97	97	0
CFD – 19 Mangini Ranch 1B	6	126	63	63
CFD – 23 Mangini Ranch 2A - The Enclave	4	132	125	7
CFD – 23 Russell Ranch	14	477	452	25
CFD – 23 Mangini Ranch Phase 2 Villages 1 & 2	2	64	28	36
Totals	206	3660	862	95

Red highlights are not added to total yet

More controllers to add for WRSR, Regency, Mangini Villages 1&2

Exhibit C-
Contractor Self Inspection Form

DATE: _____

CONTRACTOR SELF- INSPECTION FORM
REGULARLY SCHEDULED SERVICES

CONTRACTOR: _____

SUBJECT	SATISFACTORY		COMMENTS
	YES	NO	
Turf Care:			
Mowing/Edging			
Weed, Pest, and Disease Control			
Aerification			
Fertilization			
Tree & Shrub Care:			
Tree Pruning			
Shrub Pruning			
Weed Control			
Fertilization			
Ground Cover Care:			
Weed Control			
Fertilization			
Watering			
Pruning			
Insect/Disease Control			
Hazardous conditions (Sidewalk lifts, missing covers, tree hazards...)			
Trash Control			
Container Emptying			
Parking Lot Maintenance			
Sidewalk Maintenance			
Wild Flower Areas			
Decomposed Granite Trail Maintenance			
Firebreaks, Natural Areas			
Annual Flowers			
Irrigation System			
Extras (Proposal Required)			

CONTRACTOR NAME/ DATE _____

Exhibit D-
Issue Communication Form



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

SAMPLE
Issue Communication Form
(send electronically or provide to City Staff)

Person Reporting: _____

Date: _____

Location: _____

Issue to

Report: _____

Map or Drawing of Area or Issue:

Exhibit E-

**VEGITATIVE SWALES AND BIOFILTRATION
AREAS MAINTENANCE SPEC.
(L&L A, L&L B/FPA)**

INSPECTION AND MAINTENANCE REQUIREMENTS for Islands @ Parkshore- Folsom, CA

A maintenance plan shall be provided with the SWQP. The maintenance plan shall include recommended maintenance. At a minimum, maintenance shall include the following:

Vegetative Swales

- Inspect on a semi-annual basis to assess slope integrity, soil moisture, vegetative health, soil stability, compaction, erosion, ponding, and sedimentation.
- Mow at least once per year, but cool season turf areas at least once per week during growing season, but do not cut grass shorter than the design flow depth because the effectiveness of the vegetation in reducing flow velocity and pollutant removal may be reduced. Grass cuttings should be removed from the swale and composted. Note no cool season grasses were used in Parkshore in the flow line swales. Emergent Grass was used.
- Insure that there is an off day off in the watering schedule prior to mowing.
- Remove accumulated sediment when it is 3" deep or higher than the turf to minimize potential concentrated flows and sediment resuspension.
- Irrigate only as necessary to prevent vegetation from dying.
- Integrated pest management should be used for pest control.
- Reseed periodically to maintain dense turf. No cool season grasses were used.
- Regular application of compost mulch material that resists floating with surface runoff will also help control weed growth.
- Remove trash or obstructions that can cause standing water. The Contractor shall undertake cleanup of all storm generated debris and broken branches less than 2 inches in diameter.

Biofiltration areas

Note: No Biofiltration methods were used on this project. At a minimum the following inspections and maintenance activities should be conducted on an annual basis or more frequently if necessary.

Maintenance Indicator	Required Maintenance Activity
Is liner, excess sediment or debris present in the upstream drainage or in the bioretention facility?	Remove liner, sediment/debris. Inspect the areas upstream of the bioretention facility to make sure the tributary area is properly stabilized.
Is standing water present in the facility for longer than 72 hours after a storm?	Remove any accumulated sediment and flush drainage system including underdrain. Remove and replace top few inches of soil. Remove and replace all soil, re-grade and re-plant.



Are dead plants, weeds present?	Remove dead vegetation and replace as necessary. Pull weeds and trim excess plant growth.
Is erosion occurring within the facility or drainage system?	Repair erosion and stabilize to prevent recurrence
Are holes or voids present in the facility?	Inspect underdrain and replace soil if needed.
Are unwanted rodents or other pests present?	Implement environmentally friendly pest control practices. Do not use pesticides or herbicides in the bioretention facility.
Overgrown with noxious weeds or a general weedy condition.	Weeding should be conducted regularly the first two years to prevent the growth, flowering, and seed set of non-native weeds and invasive species. After the first two years, weeding frequency will be determined on a site-specific basis as determined by the type of weeds and seasonal growth cycle of the weed species. In general, weeding once a month will be necessary to avoid more extensive and costly eradication in the future.

END

Exhibit F-
Glossary of Terms

Glossary of Terms

City:	City of Folsom and its designated contact persons
Contractor:	Company hired to perform contractual duties outlined in Scope and Specifications
Active Park:	Parks with sports fields and turf areas that are used for sporting activities such as baseball, flag football, soccer, etc. Active parks may also have shrub beds, trees, hardscape, and/or other features.
Non-Active Park:	Parks with turf, shrub beds, hardscape, and trees. These parks generally do not include programmed sports activities.
Trees Maintenance:	The City has numerous trees within the City's parks, trails, and streetscapes. All contracts include the need for contractor to maintain limb height in accordance to our Tree Ordinance. Tree maintenance for all contracts includes removal of all low hanging or dead and damaged branches (8 feet above bike paths and 4-6 ft on either side of path; 7 feet above sidewalks and turf; 14.5 feet above vehicle travel lanes/parking lots/streets; and minimum of 4 feet of clearance from all scoreboards, park light standards, streetlights, signage, and traffic signals). Some tree care work may require coordination/direction by City staff.
Trail:	There are over 13 miles of existing trails within the City's L&L Districts and FPA to be maintained as part of the maintenance contract. Trail maintenance includes keeping debris off trail, weed control within 4-6 feet of trails pavement edge, and weed abatement, shrub, and brush removal at least 4-6 feet off trail. Tree care along trails requires maintenance of limb heights at 8 feet above trail and shoulder surface.
Pet Station:	There are 32 Pet Stations and/or trash cans along the trails that are included in the L&L and FPA contracts. Maintenance of pet stations includes replacing dispenser bags and bags for cans. The City does not provide the bags. Pet Stations and trash cans within the mini parks and not mapped are to be serviced as part of the weekly maintenance for that park site.

Landscaping & Lighting District

and CFDs:	There are 29 Landscaping and Lighting (L&L) districts and 8 Community Facilities Districts in the City of Folsom in which various maintenance needs are included in the contract.
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Hardscape: Tennis courts, sidewalks, parking lots, basketball courts, roller hockey areas, Gazebos, pavilions, walk ways within contract areas are typical hardscapes. These are to be maintained free of debris, vegetation growth encroachment. If there are cracks, lifts, or other items that are noticed requiring repair or evaluation by City staff, the Contractor shall immediately bring these items to the attention of the City.

Playground: Any designated play area within a City park or the Ring Park trail that has play equipment, sand, engineered wood fiber, poured in place resilient surfaces (rubber), and concrete surfaces.

Pest: Animal or insect such as Gophers, squirrels, voles, aphids, etc.

Weed Free: Any plant or vegetated growth not intended for the area. Weeds shall be removed from all areas. Any weed over 6 inches shall be hand-pulled.

Detail work: All landscape maintenance activities outside of turf maintenance. (i.e. tree stake removal, shrub pruning, dead heading, litter removal, tree care, etc.)

Experienced And

Proficient crew: Minimum three years of hands on experience in residential, commercial, or municipal landscape maintenance.

Exhibit G-
Qualified Personnel

Qualified Personnel

Full Time Field Supervisor: Shall have a minimum of five years of experience in commercial/municipal landscape management. Shall have a thorough understanding of the City's Maintenance Specifications. Shall oversee the execution of daily work assignments and communicates directly with the City's representative on a regular basis. Shall provide adequate training, oversight, and mentoring to work crews/crew leads. Shall coordinate fertilizer and herbicide applications with City Staff. Shall have adequate training in irrigation diagnosis and repair, water management, and traffic control procedures. Shall ensure monthly self-inspection forms are completed for all L&L Districts and FPA.

Irrigation Technician: Shall have a minimum five years of experience in commercial and/or municipal landscape irrigation, with knowledge of centralized irrigation controllers. Irrigation Technicians with industry certifications are highly desired.

Crew Lead: Shall have a minimum five years of experience in maintaining commercial and/or municipal landscapes. Shall have a thorough understanding of the City's maintenance specifications and be adequately trained or certified in traffic control procedures as required by Federal, State, and Local regulations.

Proficient crewmember: Minimum three years of hands on experience in residential, commercial, or municipal landscape maintenance.

Exhibit H-
Minimum Staffing Recommendations

Minimum Staffing Recommendations

In the City's experience in overseeing these contracts, the following is the minimum staffing the City believes can meet the standards as outlined in the Maintenance specification. Extra work will require additional crews.

	Field Supervisor	Irrigation Technician	Spray Tech	Mow Crew (2 man)	Detail Crew (3 man crew)	
Package 1 (L&I A, L&I B/FPA)						
	2	5	2	2 (4 total)	7 (21 total)	34
Package 2 (L&I A)						
	1	3	1	2 (4 total)	5	21
Package 3 (L&I B/FPA)						
	1	2	1		2	13

Exhibit I-
Native Preservation Mix Maintenance
Requirements



Native Bentgrass™ – Half Moon Bay

NON-MOWED IRRIGATED AREAS

Native grasses control soil erosion, reduce dust, control ground temperatures, reduce noise and recharge ground water. Properly maintained sod is one of the most cost effective and environmentally beneficial products in urban development.

Urban Landscapes / Parks / Streetscapes

NON-MOWED AREAS

Best described by Ed Zuckerman, President and CEO of Delta Bluegrass Company, *"You need to put on a new pair of glasses when you look at California Native Sod. This is not the traditional lawn of our childhood. We are entering a new era where the complex beauty of native grasses needs to be appreciated"*

In applications with irrigation native sod blends will establish and actively grow year round.

Steps for successful establishment in Non-Mowed / Irrigated Areas

- **SOIL PREPARATION:** Rototill the soil and add necessary amendments. Till into soil to a minimum depth of 4 to 6 inches or deeper if possible. This will allow air and water to penetrate the root zone.
- **GRADING AND ROLLING:** Clear the sod surface of all debris, including dirt clods, rocks and root segments. Rake and level the area, making sure that the soil is about 1" below the level of sidewalks, patios and hard surfaces
- **APPLICATION OF SOD:** Before laying sod, apply Delta Bluegrass Company's Bolero™ Sod & Seed Starter Fertilizer at a rate of 6 pounds per 1,000 square feet. This gives the new grass food to nourish it in the first few weeks of establishment. Sod can now be laid directly on the fertilized ground. Start from the back of your property line to the front along the longest straight line boundary. Work away from the line so you are not stepping on the fresh sod. Stagger sod slabs to offset seams. Make sure each piece of sod has good contact with the soil, because air pockets prevent proper rooting. If laying sod on a steep slope, use wooden pegs or sod staples to temporarily keep the sod in place. Be sure to roll sod horizontally to prevent ruts created by water rolling down the slope or slight incline of your surface.
- **IRRIGATION:** Irrigation is critical for the sod to develop a deep root system and provide substantial water savings through out the year. Areas with subterranean irrigation WILL require ABOVE GROUND temporary irrigation during the establishment period of the sod. After 2 to 3 weeks temporary irrigation can be removed.

- **FERTILIZATION:** Requirements for native sod are far less than conventional turf. Apply fertilizer two to three times per year in the season appropriate to your sod type. Early spring (late February or early March), late spring (May or June) or Fall applications will ensure a healthy lawn.
- **SEASONAL MOWING:** In non-maintained areas mowing is optional. Most often, areas will be trimmed once or twice per year. This is usually in the mid and late spring to remove the florets or seed heads. A string trimmer or weed eater is the most common landscape tool used to cut the grass to the preferred height. NEVER remove more than 1/3 of the leaf blade with any single mow cycle.
- **PHOTO ILLUSTRATIONS:** The photos below are of non mowed Native Preservation and Native Bentgrass plantings. In the first photo you can see a good example of what the grass might look like when the seed heads are fully mature and begin to dry out.



Native Preservation™ - Streetscape – Redding
(Visible Seed Heads)



Native Preservation™ – Skyline College – San Bruno



Native Bentgrass™ – Streetscape – Redding (Approximately 90 days after sod installation)

DELTA BLUEGRASS COMPANY
P.O. Box 307, Stockton, California 95201 (800) 637-8873 or (209) 469-7979

SCOPE OF WORK

SCOPE OF WORK

Contract A

11 Landscaping and Lighting Districts Including:

American River Canyon North/#3; American River Canyon North #2 (CFD, [Units 4A, 6B, 8A and 8B]; Blue Ravine Oaks 1&2; Broadstone 1,2&4; Broadstone 3 (CFD); Cobble Hills Ridge/Reflections II; Natoma Station; Prairie Oaks Ranch 1&2; The Islands at Parkshore; Willow Creek Estates South; Willow Springs.

This Scope of Work addresses landscape maintenance for 15 of 39 current City Landscaping and Lighting Districts and CFD's. The following defines areas to be addressed as part of Regularly Scheduled Maintenance services. Prices for monthly service shall be included in the attached **Bid Price Proposal Sheet**. The Agreement will also allow for completion of and compensation for Extra Work as authorized by the City's Landscaping and Lighting District Manager. Compensation for extra work will be based upon the attached, completed **Extra Work Price Schedule**. The following-described areas are also depicted in the attached City of Folsom Landscape and Lighting District Maps. There is the possibility that new areas may be added to this Contract. If that is the case the City will ask for additional pricing at that time.

On the attached District maps the landscape areas have been identified as Irrigated Landscape (fully irrigated turf and/or shrub areas); Tree Mitigation Areas/Natural Areas (minimal/temporary or no irrigated areas with shrubs and/or maintained open areas requiring quarterly weed abatement and pruning); and maintained trail areas (DG and asphalt); Vegetative swales and Biofiltration areas; Drainage swale.

1. AMERICAN RIVER CANYON NORTH #2 COMMUNITY FACILITIES DISTRICT-UNITS 4A, 6B, 8A and 8B:

Unit 4A

- a. North side of Oak Avenue Parkway between Cascade Falls Drive and Baldwin Dam Road
- b. Landscaped area with bike trail on east side of Baldwin Dam Road between Oak Ave and Swift River Drive

Unit 6B

- a. Landscaped areas and series of bike trails between Alabaster Point Way and Baldwin Dam Road
 - Perimeter of Center Island between Alabaster Point and Alpine Falls
 - Landscaping starting at the northeast corner of Flat Rock Drive and Temperance River Court, continuing northeast along Temperance River Court until court end
 - North Falls Drive landscaping starting at Temperance River Court heading east until 146 Tomlinson on the west side and 144 Tomlinson

on the east side.

- Drainage area in open space between Alabaster Point and Alpine Falls, area near trail bridge just north of Knob Fort Court
- b. Includes maintenance and upkeep of three (3) picnic tables and one (1) park bench
- c. Trash removal from ground and disposal cans (4)
- d. Landscaping on Oak Ave at American River Canyon Drive, northeast side of intersection heading east 300' to mow strip
- e. Landscaping at Oak Ave and American River Canyon Drive heading up the hill towards waterfall, both sides of hill entry drive, then heading east on American River Canyon Drive to Canyon Falls Drive, south side
- f. Landscaping starting at Canyon Falls Drive and American River Canyon Drive, heading west until Santa Juanita Ave on the south side of Canyon Falls Drive

Unit 8A

- a. Landscaped area with bike trail extending northwest from intersection of American River Canyon Drive and Fort Rock Court (under power line corridor), heading northwest until fenced tower station behind 508 Fort Rock Court, and to the southwest to include landscaped beds to the right and left side of both trailhead entrances on the north and south side of American River Canyon Drive
- b. Trash removal from ground and disposal cans (2)
- c. Landscaped area from roadside to hilltop around the waterfall feature on north side of American River Canyon Drive between Fort Rock Court and Canyon Falls Drive

Unit 8B

- a. Landscaped area along north side of Oak Ave from Cascade Falls Drive heading east to American River Canyon Drive, then continuing 600' further east until concrete mow strip
- b. Landscaped area at Oak Ave and American River Canyon Drive, heading north up the hill towards waterfall, both sides of road
- c. Intersection of American River Canyon Drive and American River Canyon Drive in front of waterfall feature, landscaping on the south side of American River Canyon Drive, heading west until Canyon Falls Drive, and heading east 500' beyond Landrise Court
- d. Landscaping along the south side of Canyon Falls Drive between American River Canyon Drive and Santa Juanita Ave
- e. Trail section starting at end of Landrise Court heading 300' northeast
- f. Trash removal from ground and disposal cans (3)

Summary of included areas: Approximately 8.9 acres of irrigated landscaping which includes .95 acres of turf; quarterly weed abatement on 1.65 acres; 1.3 miles of bike trail maintenance through Units 4A, 6B, 8A and 8B; and 9 pet stations/trash cans.

2. AMERICAN RIVER CANYON NORTH LANDSCAPING AND LIGHTING DISTRICT and AMERICAN RIVER CANYON NORTH #3 LANDSCAPING AND LIGHTING DISTRICT:

- a. Canyon Falls Drive landscaping on the North side between American River Canyon Drive and Santa Juanita Ave
- b. American River Canyon Drive landscaping on the West side between Canyon Falls Drive and Davies Park to the north
- c. East side of Santa Juanita Ave. from Canyon Falls Dr. north to park site.
- d. Bike trail and landscaped areas on Baldwin Dam Rd., East side, from Swift River Drive heading North until across from 7887 Baldwin Dam Road
- e. Bike trail – starting behind 508 Fort Rock Court heading North, across American River Canyon Drive and North another 500'
- f. DG trail and tree corridor for pruning and weed abatement from next to 336 Canyon Falls Drive, heading to the East until next to 241 Cascade Falls Drive
- g. DG trail corridor and quarterly weed abatement area starting at the east side of the intersection of Canyon Falls Drive and Kinglet Court, continuing southeast approx. 150' then turning to the northeast another 500' up the hill between the residences to join the main paved bike trail
- h. Landscaped areas on both sides of path at the end of Kinglet Court heading up the staircase towards the bike trail
- i. Bike trail from Mystic Hills Ct. to American River Canyon Dr., and the 2 landscaped entrance areas at each trailhead
- j. Drainage area on the trail behind Table Rock Ct.
- k. San Juanita Ave frontage landscaping at entrance to Dowd Ct, both sides of court entrance approx. 100' to the north and south on Santa Juanita
- l. Trash removal from ground and disposal cans (4)
- m. 2 pet stations

Summary of Included Areas: Approximately 3.45 acres of irrigated landscaped which include .2 acres of turf; 1.5 acres of quarterly weed abatement and pruning areas; 2.25 miles of bike trail, .1 acres of drainage area; and 6 pet stations/trash cans.

Not included: Waterfall maintenance, lights in waterfall, landscape lights on both sides of waterfall.

3. BLUE RAVINE OAKS/BLUE RAVINE OAKS NO. 2 (THE SHORES) LANDSCAPING AND LIGHTING DISTRICT AREAS:

- a. The east side of Riley Street, from Hazelmere Drive to south of Timson Drive to the end of boundary wood fence.
- b. The west side of Blue Ravine Road, from the north tract boundary wall next to shopping center south to the south tract boundary next to apartment complex.
- c. Circle median island on Hazelmere Drive (across from 118 Hazelmere Drive)
- d. Tree planter wells (approximately 80) throughout subdivision streets (these are not irrigated)
- e. Mini-park (The Shores) at the north end of Hazelmere Drive.

Summary of Included Areas: Approximately 1.75 acres of irrigated landscaping which includes .75 acres of turf; 100+ frontage trees within subdivision

4. BROADSTONE UNIT 3 COMMUNITY FACILITIES DISTRICT AREAS:

- a. Broadstone Parkway, East Bidwell Street to McComber Drive, includes Hillcrest frontage (Bel Air commercial streetscape not included), also the following courts that daylight on Broadstone Pkwy; Gallinger, Stronsay, and Cabhan.
- b. Broadstone Parkway Median, East Bidwell Street to McComber Drive
- c. Cavitt Drive from Scholar Way to Iron Point Road; includes landscape areas at interior cul de sac end of Strabane Way, (Bel Air commercial streetscape not included)
- d. Scholar Way, East Bidwell Street to Broadstone Parkway; includes Hillcrest Frontage (commercial and Folsom Lake College streetscape not included)
- e. East Bidwell Street medians, Iron Point Road to just west of Scholar Way
- f. Iron Point Road streetscape and medians from East Bidwell Street to approx. 2000' east of Serpa Drive until mow strip divider
- g. Irrigated landscape sections around the trail from Broadstone Parkway to Iron Point (areas along Listowe, Serpa, and Catterline in middle parts)
- h. DG trail area between Iron Point and Serpa (keep trail clear and open; yearly weed abatement by others)
- i. DG trail area between Serpa and district boundary line near northeast Tobrurry Way (keep trail clear and open; yearly weed abatement by others)
- j. 8 Drainage swales; (2) on Scholar at Glenn Mady East and West; (4) on Landscaped hillside of Catterline; (2) on Iron Point from Serpa west to Cavitt continuing north onto Cavitt

Summary of Included Areas: Approximately 37.8 acres of irrigated landscaping which includes 2.7 acres of turf; 1.8 miles of trails, and 4.35 acres of quarterly weed abatement areas

5. **BROADSTONE UNITS 1, 2 & 4 LANDSCAPING AND LIGHTING DISTRICT AREAS:**

- a. Landscape corridor and medians along Clarksville Road (between East Bidwell and Broadstone Parkway)
- b. Landscape medians and corridor along Broadstone Parkway (between East Bidwell and Iron Point Road)
- c. Landscape corridor on the northside and medians of Iron Point Road (between East Bidwell and tract boundary of Willow Springs CFD)
- d. Landscape corridors and median along Oak Avenue Parkway (between East Bidwell and Iron Point Road)
- e. Landscape corridor on east side of Bundrick Drive (between Halidon Way and Clarksville Road)
- f. Landscape corridors on Haverhill Drive (between Oak Avenue Parkway and Bundrick Drive)
- g. Landscape corridor along Knopfler Circle and Harter Way, and along Rathbone Circle to Halidon Way
- h. Landscape corridors and landscape entry islands on Riley Street (between Oak Avenue Parkway and tract boundary for Willow Springs CFD.)
- i. Landscape corridor along Kennerly Way (from Oak Avenue Parkway heading East to P.G.&E right of way)
- j. Landscape area along P.G.&E right of way (between East Bidwell Street and tract boundary), west side of trail is irrigated landscape, East side of trail is quarterly pruning/weed abatement
- k. Bike Trail areas on Rundgren Way (between Bundrick Drive and Walden Drive)
- l. Bike Trails areas on Walden Drive (between Clarksville Road and Rowberry Drive)
- m. Bike Trail areas on Rowberry Drive (between Walden Drive and Iron Point Road)
- n. Bike Trail areas between Rowberry Drive and Iron Point Road
- o. Bike Trails areas along Blough Way
- p. Bike trail from Densmore Way heading south to Iron Point
- q. Landscape maintenance for the two mini-parks, (1) Lot B (***Kentfield Mini Park***), bordered by Heaton Way on the west, Mitford Way on the north, and Tetworth Way on the east, and fence on the south, (2) Lot D (***Windsor Mini Park***) bordered by Harcourt Way on the north, Sedgeford Way on the east, Kennerly Way on the West, and P.G.&E./S.M.U.D. substation on the south.
- r. Landscape maintenance of the tract entryway features at East Bidwell, Bundrick, Camberwell, Chelmsford Drive, Halidon Way, Haverhill Drive, Heaton, Kennerly Way, Pembury Way, Riley, and Rowberry Drive.
- s. Landscape maintenance of the following courts; Pinder, Costello, Parsons, Seiwel, Hodgson, Lesnick, Lorden, Withers, Bryne, and Rutsey.
- t. Mitigation tree area on NE side of East Bidwell from Oak Ave. to College Pkwy.
- u. 2 pet stations and 2 trash cans

Summary of Included Areas: Approximately 31 acres of irrigated landscaping which includes 8.8 acres of turf; 2 acres of quarterly weed abatement areas, 2.45 miles of trails; and 4 pet stations/trash cans.

6. COBBLE HILLS RIDGE II/REFLECTIONS II LANDSCAPING AND LIGHTING DISTRICT AREAS:

- a. The landscape corridor along Glenn Drive north from the wall next to Wal-Mart, south to Sibley Street, and northwest along Sibley Street
- b. The natural area mini-park at the intersection of Cobble Hills Ridge Drive and Larkin Circle (Monthly Landscape Maintenance and Quarterly Weed Abatement, trail section in middle)
- c. The landscape corridor and linear mini-park along Oxborough Drive next to Wal-Mart, and along Diggins Drive next to Wal-Mart complex
- d. The neighborhood mini-park located between Oxborough Drive and Whiting Way to the north, and between Guided Rock Circle and Rockbolt Circle (Park equipment and hardscape features are maintained by the Parks and Recreation Department [P&R].)
- e. The landscape entryway on Sibley Street and Lembi Drive
- f. One pet station in Cobble Hills Ridge mini-park and One trash can in Reflections mini-park

Summary of Included Areas: Approximately 1.8 acres of irrigated landscaping which includes .8 acres of turf; .75 acres of quarterly weed abatement, .05 miles of trail; and 2 pet stations/trash cans.

7. NATOMA STATION LANDSCAPING AND LIGHTING DISTRICT AREAS:

- a. Main landscape entryways at:
 - Natoma Station Dr. and Blue Ravine Rd.
 - Turnpike Dr. and Blue Ravine Rd.
 - Seaton Dr. at Blue Ravine Rd. and Natoma Station Dr.
- b. Village entry areas along Turnpike Dr. (mini-medians where public art is located and landscaped beds on either side of intersection)
- c. Landscape corridors along Turnpike Dr., Prairie City Rd., Ingersoll Way, and Black Diamond Dr.
- d. Landscape corridors and medians along Blue Ravine Rd., Iron Point Rd. and Natoma Station Dr.
- e. Mini-park on Hopfield and Turnpike Dr. (Big Foot Park)
- f. Mini-park between John Henry Circle and Orange Blossom. (Deer-Rabbit Park)
- g. Circular median at end of Wellsley Court

Not Included: Maintenance of the twenty-one (21) art pieces

Summary of Included Areas: Approximately 7.2 acres of irrigated landscape which includes 2.35 acres of turf; and .2 acres of quarterly weed abatement areas

8. PRAIRIE OAKS RANCH 1 & 2 LANDSCAPING AND LIGHTING DISTRICT AREAS:

- a. Landscape medians along Iron Point Rd., landscaping on North side of Iron Point Road from Prairie City Rd. east to district boundary, south side of Iron Point from Prairie City Rd heading east for approx. 400'
- b. Landscape corridor along the south side of Blue Ravine Rd. from Prairie City Rd. east to district boundary.
- c. Landscape corridors on the north and south sides of Russi Rd. including corridors adjacent to the school and park sites, from Blue Ravine Rd. east along Russi Rd. to Riley Street.
- d. Landscape corridors on the east and west sides of Grover Road including the corridors adjacent to the park site, from Iron Point north to Russi Rd.
- e. The landscape corridors on the north and south sides of Riley Street, from the east boundary with Los Cerros, to the west tract boundary past Russi Rd.
- f. Landscape entryways, signage walls, and trellis work at Iron Point Rd. and Prairie City Rd., Iron Point and Grover Rd., Blue Ravine Rd. and Russi Rd., and Riley Street and Russi Rd.
- g. Open space areas that front onto roadways or paths should be keep weed free about 3 feet off sidewalk or path way
- h. Nine rock lined drainage swales to be kept weed free (1-Fisher Circle; 1 Benton Court; 1 Higgins Street; 1 Agostini Circle; 1 Nichols Circle; 1 Hansen Circle; 1 Morton Way; 2 Duncan Way)

Summary of Included Areas: Approximately 13.3 acres of irrigated landscaping which includes 3.1 acres of turf; 4.95 acres of quarterly weed abatement, .3 acres of rock lined drainage areas; and 1 pet station.

9. THE ISLANDS AT PARKSHORE

- a. Landscaped beds adjacent to bike trail loop North and South of Parkshore Drive
- b. Landscape Corridor on both sides and median of Parkshore Drive between bridge east of Coolidge Drive and the bridge north of Plaza Drive.
- c. Landscaped bed on west side of Silo Drive from Parkshore Drive north to the intersection of Farmhouse Way and Silo Drive
- d. Ring Mini Park located on the SW corner of the trail South of Parkshore Drive
- e. 2 Trash Cans and 9 Pet Stations

Summary of Included Areas: Approximately 4 acres of irrigated landscaping, 1 mile of bike trail, .25 acres of biofiltration swale, .5 acres of vegetative swale; and 9 pet station/trash cans.

10. WILLOW CREEK ESTATES SOUTH (LEXINGTON HILLS) LANDSCAPING AND LIGHTING DISTRICT AREAS:

- a. Oak Avenue Parkway - median and landscape corridor on east side from approximately north of North Lexington Drive, and south to East Bidwell Street
- b. All median islands along North Lexington, Prewitt Drive, South Lexington Drive, and Silberhorn Drive
- c. Silberhorn Drive entrances at Trowbridge, Fayette Way and Provence
- d. Scholar Way (north side) from Silberhorn to the end of subdivision
- e. Six (6) mini-parks located within Lexington Hills at the following locations:
 1. One (1) at the end of Chadwick Way, and cross street Stonington Way
 2. One (1) at Keller Circle, and cross street Bloomfield Way
 3. One (1) at Thorndike Way, and cross street Boxford Square
 4. One (1) at Wellfleet Circle, and cross street Wilmington Court
 5. One (1) at Wellfleet Circle, and cross street Lyndeboro Court
 6. One (1) at Kilsby Way, and cross street Prewett Drive

Summary of Included Areas: Approximately 6 acres of streetscape, which includes 1 acre of turf

11. WILLOW SPRINGS MELLO-ROOS MAINTENANCE DISTRICT AREAS:

- a. Landscape corridor along both sides of McAdoo Drive from Riley Street south to Iron Point Road.
- b. Landscape areas on both sides of Stonehedge Drive, between McAdoo Drive and Seabough Court (entrance to Willowood Subdivision).
- c. Bike trail landscaped area (approximately 75' to 100' wide) west of McAdoo Drive from Livermore Park south to Iron Point Road.
- d. Landscape median and North side streetscape along Iron Point Road from tract boundary between Broadstone and Prairie Oaks Ranch L&L Districts.
- e. Monument signage at McAdoo and Riley and McAdoo and Iron Point
- f. Willow Springs Reservoir mini park, located at the east side of Pintail and Mallard Circle, and trail section heading east from mini park to Marsh Hawk Drive
- g. Landscape and trail sections from Willow Springs Mini Park heading south on the east side of Pintail Circle, Brock Circle, all the way to Marsh Hawk Drive and the trail section heading south from Marsh Hawk Drive towards Densmore Way
- h. 3 Pet Stations

Summary of Areas Included: Approximately 8 acres of irrigated landscape and turf areas, 2.1 acres of quarterly weed abatement area, and .9 miles of bike trail; and 3 pet stations.

Approximate Contract A totals:

Summary of Included Areas: Approximately 123.2 acre of irrigated landscaping including 20.65 acres of turf; 9.75 miles of trail; 17.5 acres of open space weed abatement and pruning; .75 acres of vegetative swale; .4 acres of drainage area; 25 pet stations; and over 100 frontage trees in Blue Ravine Oaks.

MAPS OF AREAS







ACRN #3



Google Earth

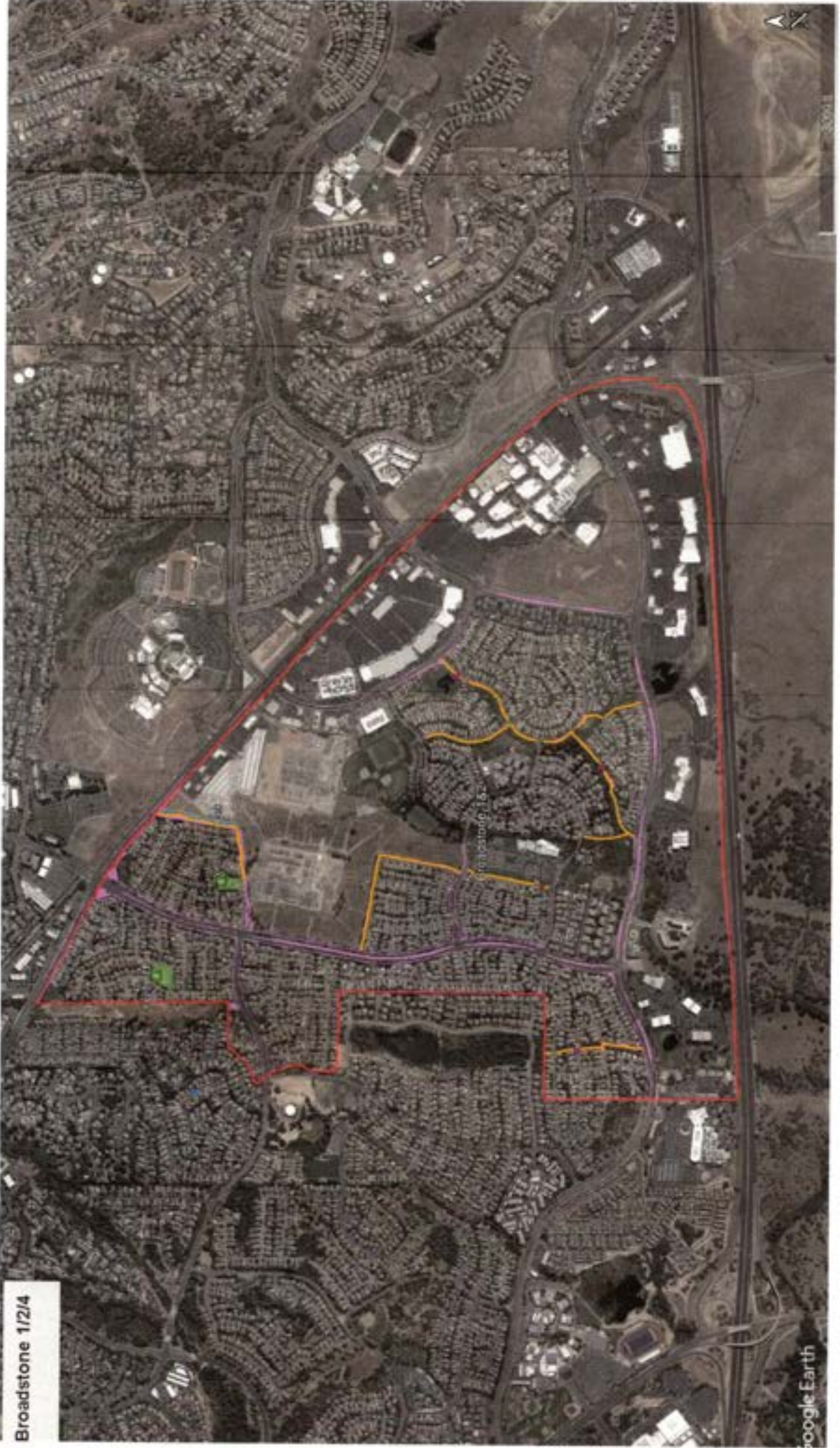
Blue Ravine Oaks/#2



Broadstone #3



Broadstone 1/2/4

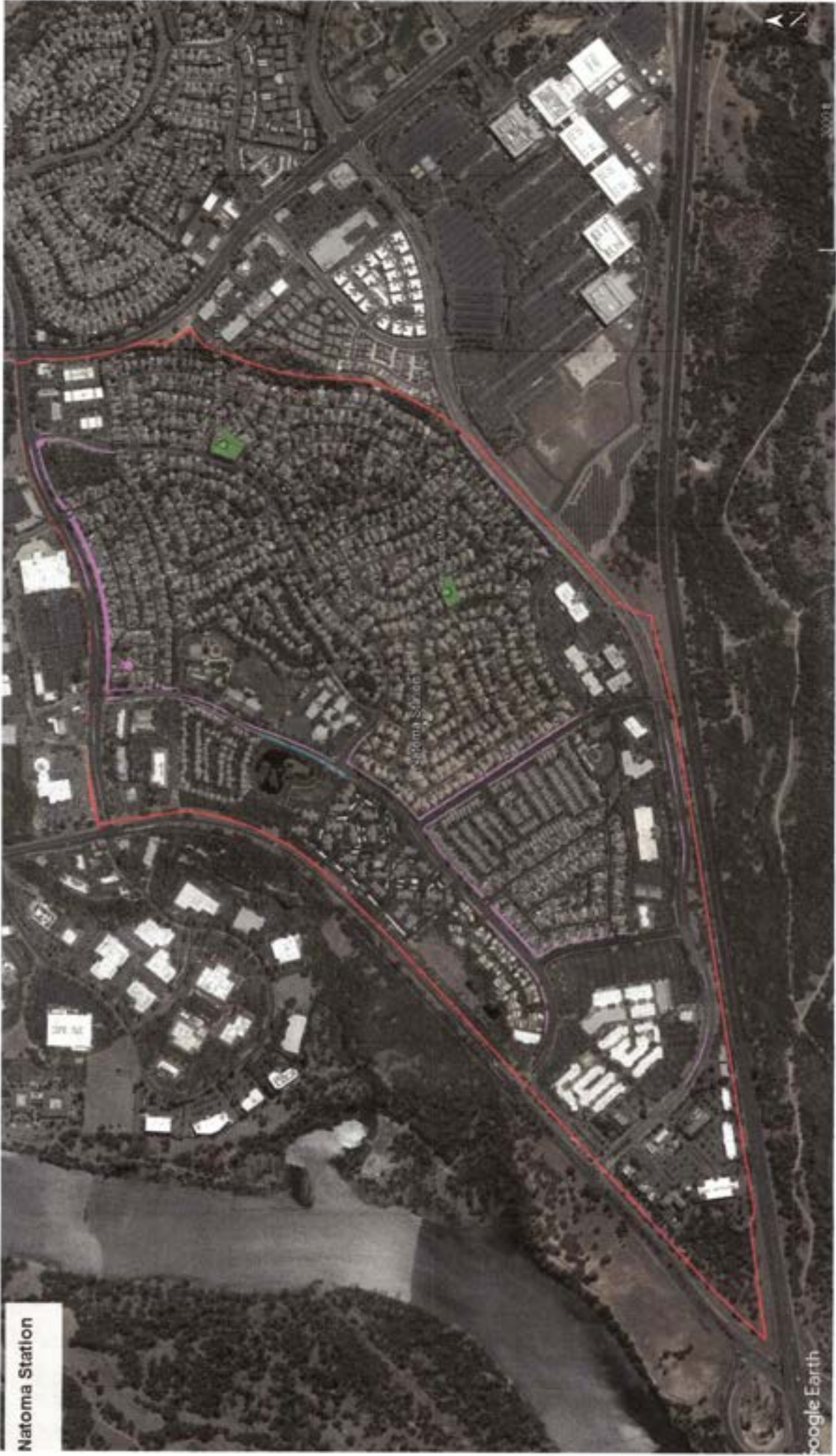


Google Earth

Cobble Hills Ridge II/Reflections II



Natoma Station



Google Earth

Prairie Oaks Ranch 1/2



Google Earth

The Islands at Parkshore



Willow Creek Estates South



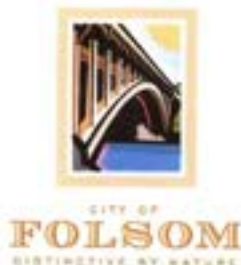
Google Earth

Willow Springs



Google Earth

**SAMPLE
PROFESSIONAL SERVICES AGREEMENT**



CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of _____ 2020 ("Effective Date") by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires to hire a consultant to provide _____ services at various locations throughout the City and on an on-call basis; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

1. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

3. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the _____ Director, or his/her authorized representative.

4. Compensation

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is _____. In the event the cost for services exceeds _____, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

5. Invoicing, Payment, Notices

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

B. Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

Project Manager's Name _____ Department _____
City of Folsom
50 Natoma Street
Folsom, California 95630

C. City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

6. Professional Services

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

7. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. Authority of Consultant

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.

9. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a "public official" as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a "public official" or "participating in governmental decisions" as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant's status as an independent contractor.

10. Assignment and Subcontracting

Consultant's rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City.

11. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Consultant understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant's prior consent or approval.

12. Indemnification

Consultant shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. Insurance

During the term of this Agreement, Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

14. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

15. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

16. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

17. Termination

A. City or Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

18. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

19. Incidental Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

20. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

21. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

22. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

23. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONSULTANT:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk

Date

Stacey Tamagni, Finance Director

Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Director

Date

Steven Wang, City Attorney

Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

EXHIBIT A

(Scope of Work)

See following pages.

EXHIBIT B INSURANCE

NOTE: The word "Consultant" in this Exhibit refers to either "Consultant" or "Contractor" as the term is used in the Agreement/Contract to which this Exhibit is attached.

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit

One Million Dollars (\$1,000,000)

- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. **Workers' Compensation**
 - a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
 - b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
 - c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. Professional Liability Insurance

If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.
6. Other Insurance Provisions:
 - a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
10. Such report shall contain:
- a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct

- physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
 16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, neither I nor my company will be subject to the provisions of the Workers' Compensation Laws of the State of California. I represent and warrant that I and/or my company will duly obtain Workers' Compensation insurance coverage required by law if I or my company shall employ any person in any manner during the performance of this Agreement so as to become subject to the Workers' Compensation Laws of the State of California.

In the event I am, or my company is, determined to be subject to the Workers' Compensation Laws of the State of California and I and/or my company has failed to obtain Workers' Compensation insurance coverage required by law, I and my company shall jointly and severally indemnify, protect, defend, and hold harmless the City of Folsom and its officers, agents, employees and volunteers for the payment of any workers' compensation insurance premiums, claims, penalties, interests, indemnity or liability payments.

Executed on this ____ day of _____, 20__, at _____,
California.

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Executive Risk Indemnity Inc INSURER B: Federal Insurance Co INSURER C: American Guarantee & Liability INSURER D: Chubb Indemnity Ins Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1497941503 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: GL Ded \$10K	Y		3/31/2016	3/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000 Emp Ben. \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		3/31/2016	3/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			3/31/2016	3/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	4/2/2016	4/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: online Rehabilitation Phase 2. The City of Folsom, its officials, employees, agents and volunteers are named as additional insureds per policy numbers J299 & 100225080715. Insurance is primary per 180203161014 & 100224610715. Waiver of subrogation applies per WC9903040708.

CERTIFICATE HOLDER	CANCELLATION
City of Folsom 50 Natoma St Folsom CA 95630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the insured by this endorsement is limited as follows:
 - a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
 - b. The insurance provided to the insured does not apply to damages, loss, cost or expense arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that insured, and then the insurance provided to the insured applies only to such "bodily injury" or "property damage" that occurs before:
 - (1) The end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage; or
 - (2) The end of the policy period;whichever is earlier.
3. The insurance provided to the insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the insured by this endorsement still is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the insured by this endorsement:
 - a. The insured must give us written notice as soon as practicable of an "occurrence" or an

offense which may result in a claim. To the extent possible, such notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the insured by this endorsement is primary to other insurance available to the insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to **SECTION V – DEFINITIONS:**

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

Where required by written contract.

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/31/2016	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s): Where required by written contract.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date: 3/31/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – **"Other Insurance"** of Item B. – **"General Conditions"** under Section IV – **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/02/16 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____
(NAME OF INSURABLE WORKER)

issued to _____

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

Where required by written contract.

Where required by written contract.



REQUEST FOR QUALIFICATIONS

Appendix A: QUALIFICATION QUESTIONNAIRE

Appendix B: REFERENCES

**Appendix C: CONTRACTOR SUMMARY SHEET AND LIST OF
SUBCONTRACTORS**

Provide 3 copies in the envelope of Appendix A, B, and C

**Submit 3 copies of Appendix A, B, and C together in a separate envelope labeled:
"Envelope 1: RFQ: Package 1, Package 2, or Package 3." Contractor Name:**

_____".

City of Folsom Request for Qualifications Section

Qualifications submitted by Contractor shall include the items of information requested below. Prospective contractors are advised that Qualifications are judged on personnel, technical merits, relevant experience, and the contractor's responses to the attached questions. Contractors will be qualified via the process described in the Overview section of this RFQ/RFP. All information on the bid form must be filled out correctly and be complete to be considered responsive.

Contractors who meet the qualifications and received a rating of at least 85% during the review process but are not awarded a contract will be placed on a list for one (1) year and may be contacted to replace a contractor(s) who does not perform to City Standard.

Please limit entire response to questions in Appendix A to no more than 5 pages.

The Request for Qualifications (RFQ) portion of the submittal consists of:

Please provide 3 sets of the following:

- Appendix A-Qualification Questions (limit to 5 pages total)
- Appendix B-References
- Appendix C-Contractor Summary Sheet.

Place in separate sealed envelope with:

- Contractor name on outside
- Marked as: **"Envelope 1: RFQ-Package 1, Package 2, or Package 3"**
- PLEASE INSERT 3 Copies of submitted information in to one envelope

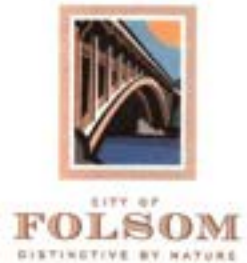
RFQ/RFP's due on Friday May 6, 2022 by 3pm to:
City of Folsom
City Clerk's Office (upstairs)
50 Natoma Street
Folsom, CA 95630

Appendix A-Qualification Questions
Landscaping and Lighting/FPA Contracts

		Yes	No
1. Questionnaire Received?			
2. References Received?			
3. Contractor Summary Sheet Received?			

<u>Experience/Project Management/Approach</u>	Points Eligible	Points Received
1 Describe previous experience in providing high level of quality service on like-sized public and commercial projects. Please emphasize size of projects, type of work done, any special requirements asked for by the agency, and any coordination expectations by the agency for items such as special events, irrigation repairs/fertilization, etc. <i>Include information on irrigation capabilities.</i>	10	
2 Describe the experience of management staff and line staff with specific detail about how such staff's experience is relevant to this contract. Include description of certifications and other qualifications. <i>Include information on irrigation staff and supervisor.</i>	10	
3 Describe how many employees will be assigned to this project full time and part time. How many supervisors and how many crew are you proposing for this contract? Will there be a dedicated supervisor to the project and dedicated irrigation techs? If you get more than one contract how will you staff each contract? <i>Describe duties of irrigation staff and supervisor(s).</i>	15	
4 Describe how you keep track of non-compliance matters and what you do to ensure the client (City) is aware of the completion of a task. What follow-up do you do with your own staff to ensure such non-compliance matters do not occur in the future. <i>Describe any electronic work order systems you are familiar with and/or currently using.</i>	5	
5 Describe how you communicate the compliance with contract specifications to ensure your management and line staff fully understand the expectations and requirements in the contract. <i>Please be specific in regards to your line staff.</i>	5	
6 Describe and list the proposed equipment you will use to meet the specifications of the contract for mowing, fertilization, and chemical applications. <i>Include the irrigation tools/equipment/approach.</i>	5	
7 Describe the specific approach that will be used for weed control and fertilization. i.e. IPM or Organic Solutions	5	
<u>Company Logistics</u>		
8 Describe your office location, distance from the City of Folsom.	5	
9 Does your company have a Quality Assurance Program that provides unscheduled or predetermined inspections to evaluate work? Please describe.	5	
10 Does your company have a training and education program? Drug and Alcohol Program? Please describe.	5	
11 Explain your company's financial stability. Have there been any actions or legal proceedings (claims, contracts, bankruptcy, mergers, acquisitions) in the last 5 years? (excluding worker's compensation).	5	
12 Describe your company's brief history, corporate background and a history of the company's experience with contract maintenance.	5	
13 Does your company have a Safe Driving policy? If so, describe how employees are trained and how company vehicles are equipped with standard safety devices (such as first aid, cones, light bars, fire extinguishers, etc.)	5	
14 Are your company vehicles identified by signage indicating company name? Does your staff have uniforms?	5	
15 Does your company provide 24 hours 7 days a week emergency service support?	5	
16 Can your company meet all the City's specifically listed endorsements (i.e. Primary, Non Contributory, Waiver of Subrogation)	5	
Those graded as 85 or better may be asked to interview	100	

APPENDIX B References



Reference One

Name/Contact Information:

Phone Number:

Description of
Services:

How long were services provided:

Was contract terminated prior to end date:

Was contract extended after original end date:

Reference Two

Name/Contact Information:

Phone Number:

Description of
Services:

How long were services provided:

Was contract terminated prior to end date:

Was contract extended after original end date:

Reference Three

Name/Contact Information:

Phone Number:

Description of
Services:

How long were services provided:

Was contract terminated prior to end date:

Was contract extended after original end date:

APPENDIX C
Contractor Summary Sheet



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Contractor Name: _____

Contractor Parent or Ownership: _____

Contractor Address: _____

Address of Office/Yard in Folsom (if exists):

Contractor Telephone Number: _____ **Fax Number:** _____

Management person responsible for direct contract with the City and the services required for this Request for Qualification (RFQ)/Request for Proposal (RFP)

Name: _____

Title: _____

Telephone Number: _____

Email: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

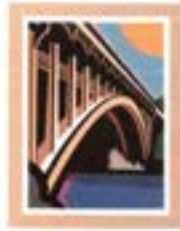
Telephone Number: _____

Email: _____

List of Subcontractors

List, if any, the name, location of businesses, and that portion of the work to be performed for each subcontractor who will perform work or render service to the Contractor.

Subcontractor Name	Percentage of Assignment
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

REQUEST FOR PROPOSAL

Appendix D: BID PRICE SHEET

Appendix E: ALTERNATIVE USE/DISPOSAL

Appendix F: UNIT PRICES AND LABOR RATES FOR UNSCHEDULED WORK

Submit Appendix D, E, and F together in a separate envelope labeled: "Envelope 2: RFP: Package 1, Package 2, or Package 3". Contractor Name: _____".

APPENDIX D

City of Folsom
Contract A-11 L&L Districts
July 1, 2022-June 30, 2024

L&L District	Unit	Price Per Month Year 1 Jul.2022-Jun. 2023	Price Per Month Year 2 Jul. 2023-Jun. 2024
ARC North #2 (CFD) Units 4A, 6B, 8A, 8B (2 maps)	Lump Sum		
ARC North/ARC North #3	Lump Sum		
Blue Ravine Oaks/BRO #2	Lump Sum		
Broadstone # 3 (CFD)	Lump Sum		
Broadstone 1,2&4	Lump Sum		
Cobble Hills Ridge II/ Reflection II	Lump Sum		
Natoma Station	Lump Sum		
Prairie Oaks Ranch 1&2	Lump Sum		
The Islands at Parkshore	Lump Sum		
Willow Creek Estates South	Lump Sum		
Willow Springs	Lump Sum		
Total		0	0

Name of Company:_____

Name of Preparer:_____

Title of Preparer:_____

Date:_____

APPENDIX E

City of Folsom

Alternative Use and Disposal for Organic Materials

Shredding On-site and Off-site (L&L A, B/FPA)

The city has a vision to minimize the removal and disposal of organic materials from the publicly owned shrub beds in the City of Folsom. The city is looking for a description and solution to how a contractor would accomplish that. Some ideas are shredding on site after pruning is complete and reintroducing into the nearby shrub beds or taking it off-site for shredding and returning it at some future time to the City's shrub beds. With some leaf litter being allowable in the shrub beds, this add-alternate process would address hard pruning and woody materials.

It is recognized that such a process would entail specialized equipment, would require additional contractor time at the site to prune, shred, and return product to shrub bed areas. For the purpose of budgeting, the following cost estimates are requested.

This part of the proposal is required but not rated. The City is interested in knowing your company's thoughts and ideas about this.

1. Describe one or more approaches you would take to accomplish the minimization of removal of organic material from the City.
2. Describe the equipment you would use.
3. Describe the extra time it would take to do this.
4. Provide a cost estimate(s) to achieve this or an approximate percentage increase or decrease to your costs of disposal and your costs to perform this.
5. Explain any other ideas or suggestions you have or other approaches you've seen to help reduce the disposal of green waste.

APPENDIX F

UNIT PRICES & LABOR RATES FOR UNSCHEDULED WORK

New and unforeseen work will be classified as Extra Work when determined by the Municipal Landscapes Manager or their designee that such work is not covered by any of the various items for which there is a bid price. Extra Work is only done at the request of and with prior approval of the Municipal Landscapes Manager or their designee. Contractor is not guaranteed to be authorized to perform all such Extra Work in areas where Contractor is currently providing services to the City.

The Contractor shall do such Extra Work and furnish labor, materials and equipment therefore upon receipt of a written supplemental agreement between the Contractor and the City.

The following items and rates are for unscheduled work and shall be billed as Extra Work. The figures and rates quoted below are to be part of this Agreement for its duration.

ITEM	YEAR 1 Jul. 2022 to Jun. 2023	YEAR 2 Jul. 2023 to Jun. 2024
<i>Labor Rates</i>		
Supervisor Hourly Rate	\$	\$
Laborer Hourly Rate		
Irrigation Technician Hourly Rate		
Irrigation Technician Monthly Rate		
<i>Material Prices (includes installation)</i>		
15-gallon tree (each) – labor & materials	\$	\$
24" box tree (each) – labor & materials		
36" box tree (each) – labor & materials		
5-gallon shrub (each) – labor & materials		
1-gallon shrub (each) – labor & materials		
Ground cover (each) – labor & materials		
a. Flat (each)		
b. 4" liner (each)		
Spreading of City procured mulch (labor only) per yard		
Fir bark mulch-cubic yards (each) – labor & materials		
Sod Replacement (square feet) – labor & materials		
4" pop-up spray head, nozzle and swing joint (each) – labor & materials		
6" pop-up spray head, nozzle and swing joint (each) – labor & materials		
12" pop-up spray head, nozzle and swing joint (each) – labor & materials		
4" pop-up rotor head, nozzle and swing joint (each) – labor & materials		
Shrub stream rotor head, nozzle and riser assembly (each)		

*Unit Prices/Labor Rates
For Unscheduled Work
April 2022*

ITEM	YEAR 1	YEAR 2
	Jul. 2022 to Jun. 2023	Jul. 2023 to Jun. 2024
labor & materials		
12" pop-up stream rotor head, nozzle and swing joint (each) – labor & materials		
Annual Color (labor & materials)		
a. Jumbo Pack Flat (each) – 36 count		
b. Flat (each) – 60 count		
Flood Light (entryways) (each) – labor & materials		
<i>Per Pet Station to maintain</i>		
<i>Per Mile of Trail to maintain</i>		
<i>Per acre of Open Space Weed Abatement</i>		
<i>Extra Mow Service (price/acre)</i>		
MARK-UP ON ALL MATERIALS NOT LISTED ABOVE		
	%	%

Unit Prices/Labor Rates
For Unscheduled Work
April 2022