


DATE SUBMITTED July 10, 2019
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED July 17, 2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: AMENDMENT TO EXECUTIVE LANDSCAPE, INC. AGREEMENT

- 1.) AUTHORIZE THE REMOVAL OF DOWNTOWN, CITY HALL, AND PUBLIC LIBRARY SITES FROM PARK AND LANDSCAPE MAINTENANCE AGREEMENT
- 2.) AUTHORIZE THE ADDITION OF THE TRANSIT PARK AND CAMBRIA PARK TO THE PARK AND LANDSCAPE MAINTENANCE AGREEMENT

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

Executive Landscape, Inc. entered a two-year professional service agreement for park and landscape maintenance on January 5, 2017. An additional one-year extension was approved by City Council on February 6, 2019.

The current scope of work includes park and landscape maintenance service for sixteen park and landscape areas. City Council adopted the municipal budget for fiscal year 2019-2020. The landscape contract service was cut by \$12,900 from the general fund for the 2019-2020 fiscal year. The contracted sites removed from the budget include Downtown, Public Library, and City Hall.

The adopted budget includes the addition of \$3,900 for contract park and maintenance service of the new Transit Park located at the intersection of Barioni Boulevard and "M" Street.

The addition of Cambria Park located in the Victoria Ranch Development is proposed to be added to the professional services agreement. The annual cost is \$5,400.

Please see attached agreement and amendment for more information.

FISCAL IMPACT:

Annual cost to the City for the addition of Cambria Park for park and maintenance service is \$5400. Additional area to be serviced will be funded through Community Facilities District.

*All fourteen contracted areas serviced are funded by the Lighting and Landscape District, Community Facilities District (\$273,600) and the General Fund (\$59,700).

FINANCE INITIALS



STAFF RECOMMENDATION: It is the department's recommendation that the City Council approve the amendment to Executive Landscape, Inc. agreement for park and landscape maintenance.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY MANAGER'S INITIALS



MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

EXECUTIVE LANDSCAPE, INC.

QUOTE – PARK AND LANDSCAPE MAINTENANCE SERVICE

ADDITIONAL WORK TO BE PERFORMED

Imperial Transit Park \$325.00 month / \$3900.00 annual

1.38 ACRES
Barioni Boulevard & "M" Street

Cambria Park \$ 450.00 month / \$5400.00 annual

.56 ACRE
2311 Alejandro Street

WORK TO BE WITHDRAWN

Downtown \$500.00 month / \$6000.00 annual

(a) Imperial Avenue (7th through 10th Streets)

City Hall \$600.00 month / \$7,200.00 annual

Imperial Public Library \$300.00 month / \$3,600.00 annual



EXECUTIVE
LANDSCAPE
INC.

July 11, 2019

Ember Haller
City of Imperial

RE: Landscape Maintenance Cambria Park

Dear Jeff,

We are pleased to submit a proposal for the landscape maintenance at the Cambria Park location. The following is a list of the tasks that will be performed on a weekly basis as per the attached scope of work.

- **Uniformed crew visiting site once per week.**
- **Weekly mowing of turf. Bi weekly mowing during the cool season.**
- **Weekly irrigation inspections with minor repairs and adjustments for adequate watering.**
- **Incidental pest control on an as needed basis.**
- **Seasonal pruning of groundcovers and shrubs will be performed on a weekly basis.**
- **Trimming of trees not to exceed 12 feet in height.**
- **All fertilization costs included to maintain a lush and healthy appearance.**
- **All weed abatement costs included to maintain a reasonably weed-free appearance.**
- **24 hour emergency service is on-call 7 days a week.**

Any "Acts of God", Vandalism or Theft will be excluded from our bid and will be charged as an extra work order for any repairs.

Our monthly price is \$450.00

Thank you for the opportunity to submit this proposal. Please call if we may proceed with your project, or if you have any further questions.

Sincerely,

Keith Earle
Division Manager.

**CITY OF IMPERIAL
PROFESSIONAL SERVICE AGREEMENT FOR PARK AND LANDSCAPE
MAINTENANCE**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 4, 2017, between the City of Imperial, ("AGENCY") , a municipal corporation and Executive Landscape, Inc. a corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 5, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 31, 2019 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed dollars (\$544,800.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work

performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or

in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to

CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other

information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Imperial
 420 South Imperial Avenue
 Imperial, CA 92251
 Attention: Debra Jackson, City Clerk

To CONSULTANT: Executive Landscape
 P.O. Box 1075
 Fallbrook, CA 92077
 Attention: Ted Earle

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is

entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: 
(Signature)

Ted Earle
(Typed Name)

President
(Title)

City of Imperial
A Municipal Corporation

James Tucker, Mayor

entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

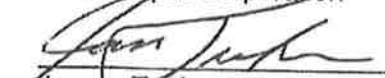
CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Imperial
A Municipal Corporation


James Tucker, Mayor

ATTEST:


Debra Jackson, City Clerk

APPROVED AS TO FORM:
Agency Attorney

By: Dennis H. Morita

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

Refer to Exhibit "D" – Request for Proposal

EXHIBIT B

PAYMENT SCHEDULE

All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. Client agrees that all billings from Consultant to client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability Insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all

times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY 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 AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Specialty Insurance Company</td> <td>12537</td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C: American Fire & Casualty Co</td> <td>24066</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Company	12537	INSURER B: Wesco Insurance Company	25011	INSURER C: American Fire & Casualty Co	24066	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: United Specialty Insurance Company	12537														
INSURER B: Wesco Insurance Company	25011														
INSURER C: American Fire & Casualty Co	24066														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Executive Landscape, Inc., P.O. Box 1075 Fallbrook CA 92028 USA															

COVERAGES CERTIFICATE NUMBER: 670067514917 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. Limits shown are as requested

MO/ YR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		A1NSF1760751	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Corp. Oed. \$1800 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Corp. Oed. \$1000		BAA (18) 58053348	07/23/2017	06/30/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION					EACH OCCURRENCE AGGREGATE
B	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	WWL3269451	06/30/2017	06/30/2018	<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: City of Imperial Park and Landscape Maintenance.
 City of Imperial, its officers, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Imperial, its elected or appointed officers, agents, officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER City of Imperial Attn: Debra Jackson 420 South Imperial Avenue Imperial CA 92251 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West, Inc.</i>
--	---

Holder Identifier : F

Certificate No : 570067514917

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT "D"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due: December 22, 2016
Award of Contract: January 4, 2017

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Phone: (760) 355-3316
Fax: (760) 355-4718

I. Overview

The City of Imperial, California invites professional firms to submit proposals to provide Park and Landscape Maintenance Services for parks, parkway greenbelts, and retention basins. The required services are outlined in the Scope of Work.

II. Background

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fast growing city in the Imperial Valley with an estimated population of 16,708 people according to latest population estimated from the State Department of Finance.

The City of Imperial Parks and Recreation Department is committed to providing quality parks and programs to meet the needs of the citizens of the City of Imperial for sports, fitness, leisure activities, and to foster a strong sense of community spirit. There are approximately 48 acres of developed open space spread over 15 parks and greenbelts.

III. Scope of Work

The City of Imperial is soliciting proposals for the purpose of hiring a qualified landscape maintenance contractor to furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain Parks and Landscape Areas outlined below. All Parks and Landscape Areas shall be maintained in attractive conditions throughout the years.

Work Areas

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

- 2. Springfield**
 - (a) 6 Pocket parks and common area
- 3. Victoria Ranch**
 - (a) Victoria Ranch Park (including pedestrian access area)
 - (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
 - (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
 - (d) Bernard Greenbelt i from Cross Rd. to Cedro
 - (e) De Pauli Greenbelt from Cross Rd. to Cedro
- 4. Paseo Del Sol**
 - (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
 - (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive
- 5. Savanna Ranch**
 - (a) Savanna Park
 - (b) Retention Basin including pedestrian walkway to Jade Tree Street
 - (c) Worthington Road (Barioni Boulevard) Greenbelt
 - (d) Savanna Way Greenbelt (including median and sidewalk areas)
- 6. Monterrey Park**
 - (a) Horizon Park
 - (b) Vista Del Mar Lane Greenbelt (west side only)
 - (c) Valle Verde Lane Greenbelt (east side only)
 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)
- 7. Sunset Park**
 - (a) Landscaping along Fence line
- 8. Wildflower North**
 - (a) West side of La Brucherie Road, south side of Aten Road
 - (b) Tree line area north side of retention basin

Scope of Responsibility

- 1. Plant Material:** The contractor shall provide ten 5-gallon shrubs per month to replace dead plant material where requested by City of Imperial. Additionally, any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the contractor.
- 2. Landscape Maintenance and Irrigation.**
 - a. Shrubs shall be trimmed as needed and maintained per city specifications.
 - b. Lawns are to be mowed, edged, and weed wacked once per week at a 1" to 2/1/2" height. Lawns are to be aerated as needed.
 - c. Planter areas are to be maintained free of weeds, debris, and raked 2x per month or as needed.
 - d. Irrigation to be maintained in proper watering conditions at all times. Irrigation lines and bubbler heads are to be maintained and replaced by the Contractor as needed. Programming of irrigation controllers per seasonal watering schedules. Backflows to be checked and maintained in proper condition.
 - e. All trees less than 8'in height are to be maintained by the Contractor. All trees, regardless of size will be skirted to avoid pedestrian or vehicle accidents at a clearance of 8 feet. Trees shall be trimmed, pruned, or laced of trees during winter season, as needed.
- 3. Fertilizing and Chemical Treatments.** Fertilizing, weed abatement, rye seed, Bermuda seed, pre-emergent shall be included in the bid. All fertilizing and chemical treatments will be recorded and logged for dates of application. All chemicals and nutrient additive will be submitted to City for approval.
- 4. Cleanup.** The contractor is responsible to maintain all Parks and Landscape Areas in a condition that is acceptable to the City of Imperial. Cleanup shall be performed by the Contractor and shall include the removal of all trash, debris, leaves, branches, excess soil, empty plant containers, grass cutting, and weeds. The Contractor shall take all green waste to the City Shop for disposal.
- 5. Monthly Maintenance Report and Coordination with City Staff.** A Monthly Maintenance Report shall be submitted with the monthly billing for each Park and

Greenbelt Area. The Contractor shall meet City Staff at each Park and Greenbelt area on a bi-weekly basis for site inspections and coordination.

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

*City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017*

Park and Landscape Maintenance

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

To be considered, please submit three (3) copies of your proposal by Thursday, December 22 at 3:00 P.M. to:

Debra Jackson
City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

All proposals shall be submitted in sealed envelope(s) and shall be clearly marked:

"SEALED PROPOSAL- DO NOT OPEN WITH REGULAR MAIL."

Identify in lower left hand corner "Park & Landscape Maintenance"

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

Questions regarding this Request for Proposal may be directed to Ember Haller, Director of Community Services (Acting), City of Imperial Community Services Department, 420 South Imperial Avenue, Imperial, CA 92251 or via email at ehaller@cityofimperial.org. All questions should be submitted in writing and all prospective consultants will receive copies of the questions and responses.

VI. Review and Selection Procedure

An evaluation committee by the City Council will review each proposal. The following evaluation criteria will be used in selecting a consultant:

- a. Experience with similar efforts
- b. Commitment of Senior Staff to the Project
- c. Relevant qualifications of key personnel
- d. Familiarity with needs of municipal/governmental entity
- e. Ability to provide a local presence during the process
- f. Proposed schedule and ability to meet applicable deadlines
- h. Overall responsiveness to this RFP

After reviewing all submissions, the selection team may request to meet with its top candidates. The City of Imperial reserves the right to reject any or all proposals for any reason. Minor irregularities of the proposal may be waived at the discretion of the City.

Please note that the ability of the Consultant to complete the overall project within the anticipated completion period will be considered in the selection process. The lowest cost proposal will not necessarily be selected.

The City anticipates making its final selection on or around January 4, 2017.

This RFP is not intended and should not be construed to commit the City of Imperial to contract with any proposer. All costs incurred in connection with responding to this RFP will be borne by the proposer.

After proposals are opened, all responses and documents submitted in conjunction with this RFP become public documents available for review by the public.

EXHIBIT E
CONSULTANT'S PROPOSAL

EXHIBIT "E"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due: December 22, 2016
Award of Contract: January 4, 2017

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Phone: (760) 355-3316
Fax: (760) 355-4718

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: EXECUTIVE LANDSCAPE

Address: P.O. BOX 1075

FALSBROOK CA 92077

Telephone: (760) 731 9036

Fax: (760) 731-9038

Contact Person Name: TED EARLE

Telephone: 760 535 8360 Email: tearle@executivelandscapeinc.com

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Joint Venture
- Partnership
- Corporation

Date of Incorporation: 1994

In what state? CALIFORNIA

When authorized to do business in California? 1994

Other (explain):

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

BID WORK SHEET (Required Form) Park and Landscape Maintenance Services

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for a period of two (2) years, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH PARK/LANDSCAPE MAINTENANCE AREA. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Contractor's Name

EXECUTIVE LANDSCAPE, INC.

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

\$ 7050.00 / MO
84600.00 annual

2) Springfield

- (a) 6 Pocket parks and common area

\$ 2925.00 / MO
35100.00 annual

3) Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
- (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
- (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

\$ 2925.00 / MO
31500.00 annual

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

Contractor's Name EXECUTIVE LANDSCAPE, INC.

4) Paseo del Sol

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

\$ 3550.00/mo
42600.00 = annual

5) Savanna Ranch

- (a) Savanna Park
- (b) Retention Basin including pedestrian walkway to Jade Tree Street
- (c) Worthington Road (Barioni Boulevard) Greenbelt
- (d) Savanna Way Greenbelt (including median and sidewalk areas)

\$ 3600.00/mo
43200.00 = annual

6) Monterrey Park

- (a) Horizon Park
- (b) Vista Del Mar Lane Greenbelt (west side only)
- (c) Valle Verde Lane Greenbelt (east side only)
- (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
- (e) Brewer Road Greenbelt (south side only)

\$ 1800.00/mo
21600.00 = annual

7) Sunset Park

- (a) Landscaping along Fence line

\$ 350.00/mo
4200.00 = annual

8) Wildflower North

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

\$ 500.00/mo
6000.00 = annual

Monthly Total 22700.00
Annual Total 272400.00

EXPERIENCE STATEMENT (Required Form)

List three (3) recent references where you have performed similar landscape, irrigation and mowing maintenance services within the past three (3) years. You may attach additional sheets as necessary.

WORK HISTORY

message @ 11:48am

Project Location:	CITY OF OCEANSIDE CALIFORNIA (CA) VARIOUS LOCATIONS
Date of Service:	2008- PRESENT
Scope of Service:	WE SERVICE 11 DIFFERENT LOCATIONS WHICH INCLUDE STREETSCAPE PLANTING AND TURF AND ADJACENT SLOPES CONNECTED TO THESE AREAS
Project Owner Name:	CITY OF OCEANSIDE
Contact Name, Telephone and Email:	RISA JONES 760 435 5176 RAJONES@CIOCANSIDE.CA.US

left message @ 11:52am. Andrew is out of office until Jan. 31st

Project Location:	City of SAN MARCOS CALIFORNIA LMD VARIOUS LOCATIONS (10)
Date of Service:	2000 - Present
Scope of Service:	We take care of approximately 10 different areas which include street curbs, slopes, Park and Median
Project Owner Name:	City of San Marcos
Contact Name, Telephone and Email:	Andrew Proud (760) 752-7550 x 3309 aproud@san-marcos.net

Message @ 11:54am.

Project Location:	City of Oceanside California - Parks VARIOUS LOCATIONS (16)
Date of Service:	2011 to Present
Scope of Service:	We take care of 16 different parks which include both Fescue and Bermuda Turf. Smallest park is a single soccer field to the largest is an 8 soccer field complex
Project Owner Name:	City of Oceanside California
Contact Name, Telephone and Email:	Joel Menard (760) 881-0003 JMENARD@CI.Oceanside.CA.US

PROPOSER'S SIGNATURE (Required Form)

No proposal will be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

The undersigned submitter certifies that he/she/it is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she/it is skilled and regularly engaged in the general class of work called for in the contract documents.

TEDEARIE
Printed Name

[Signature]
Signature

President
Title of Signator

1680784
Contractor's License Number

11/30/2018
License Expiration Date

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
FOR PARK AND LANDSCAPE MAINTENANCE**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2017, by and between the City of Imperial, California, a municipal corporation, (“Agency”) and Executive Landscape, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, the parties hereto entered an agreement for park and landscape maintenance dated January 4, 2017, (“Agreement”); and

WHEREAS, Exhibit E to the Agreement sets forth locations and fees associated with work to be performed pursuant to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to provide for park and landscape maintenance of additional areas.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Exhibit F is hereby added to the Agreement to identify additional work to be performed pursuant to the Agreement.
3. Section V A. of the Agreement is amended to provide for total compensation not to exceed \$ _____.
4. The effective date of this amendment shall be _____.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

AGENCY:
City of Imperial, California

CONSULTANT:
Executive Landscape, Inc.

By _____
Mayor

By _____
Title _____

ATTEST:

By _____
Debra Jackson, City Clerk

EXECUTIVE LANDSCAPE INC.
QUOTE - Park and Landscape Maintenance Services

1. Eager Park 1.07 Acres	<u>\$900.00 mo / \$10,800 annual</u>
2. Sunset Park 5.25 Acres Park 3 Softball Fields	<u>\$900.00 mo / \$10,800 annual</u>
3. Evans Park 1.25 Acres Park Baseball Field	<u>\$400.00 mo / \$4,800 annual</u>
4. Freddie White Park 2.07 Acres Park Baseball Field	<u>\$600.00 mo / \$7,200 annual</u>
5. Joshua Park 11.5 Acres Park Baseball Field	<u>\$900.00 mo / \$10,800 annual</u>
6. CA Irving Sports Complex 2.07 Acres 2 Baseball Fields	<u>\$600.00 mo / \$7,200 annual</u>
7. Downtown Imperial Avenue (7 th thru 10 th Streets)	<u>\$500.00 mo / \$6,000 annual</u>
8. City Hall 420 South Imperial Avenue	<u>\$600.00 mo / \$7,200 annual</u>
9. City Public Library 200 W. 9 th Street	<u>\$300.00 mo / \$3,600 annual</u>
TOTAL	\$5,700 MONTH / \$68,400 ANNUAL

EXTENSION AGREEMENT

This Agreement is made on February _____, 2019, between the City of Imperial, a municipal corporation of the State of California, ("Agency") and Executive landscape, Inc., a California corporation ("Consultant").

Witnesseth

WHEREAS, Agency and Consultant entered into a written agreement dated January 4, 2017 ("Agreement"), in which Consultant furnished specified landscaping services to Agency; and

WHEREAS, the term of the Agreement ended on January 31, 2019; and

WHEREAS, Consultant has continued to furnish services under the Agreement from and after January 31, 2019; and

WHEREAS, the Agreement provides for the possibility of two one year extensions provided the extension is on the same terms and condition as set forth in the Agreement; and

WHEREAS, Agency and Consultant wish to extend the Agreement on terms set forth in the Agreement from February 1, 2019 through January 31, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

1. Extension of Term. The term of the Agreement shall be extended so that the term shall end on January 31, 2020.
2. Effectiveness of Agreement. Except as set forth herein, all the provisions of the Agreement shall remain unchanged and in full force and effect.

CITY OF IMPERIAL

EXECUTIVE LANDSCAPE, INC.

By _____
Mayor

By _____

ATTEST:

By _____
City Clerk

Park and Landscape Maintenance Contract Scope of Work

1. Sky Ranch *Funding Source: Lighting & Landscape District*
 - (a) Sky Ranch Park (West Boley Field Drive)
 - (b) Woof Town Dog Park
 - (c) Aviation Park
 - (d) Aten Road Greenbelt
 - (e) Sky Ranch West Retention Basin
 - (f) Sky Ranch East Retention Basin
 - (g) Sandalwood Avenue Greenbelt from Aten Rd. to Boley Field Dr. (east side only)
 - (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
 - (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

2. Springfield *Funding Source: Community Facilities District*
 - (a) 6 Pocket parks and common area

3. Victoria Ranch *Funding Source: Community Facilities District*
 - (a) Victoria Ranch Park (including pedestrian access area)
 - (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
 - (c) Aten Road Greenbelt from Cross Rd. to Legakes Ave.
 - (d) Bernard Greenbelt from Cross Rd. to Cedro
 - (e) De Pauli Greenbelt from Cross Rd. to Cedro

4. Paseo Del Sol *Funding Source: Community Facilities District*
 - (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Rd. ("P" Street) to east of Puerto Vallarta Ave.
 - (c) Clark Road ("P" Street) Greenbelt from Aten Rd. to Rosarito Dr.

5. Savanna Ranch *Funding Source: Community Facilities District*
 - (a) Savanna Park
 - (b) Retention Basin including pedestrian walkway to Jade Tree Street
 - (c) Worthington Road (Barioni Boulevard) Greenbelt
 - (d) Savanna Way Greenbelt (Including median and sidewalk areas)

6. Monterrey Park *Funding Source: Community Facilities District*
 - (a) Horizon Park
 - (b) Vista Del Mar Lane Greenbelt (west side only)
 - (c) Valle Verde Lane Greenbelt (east side only)
 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)

7. Wildflower North *Funding Source: Lighting & Landscape District*
 - (a) West side of La Brucherie Road, south side of Aten Road
 - (b) Tree line area north side of retention basin

8. Eager Park *Funding Source: General Fund*

9. Evans Park *Funding Source: General Fund*
10. Freddie White Park *Funding Source: General Fund*
11. Joshua Tree Park *Funding Source: General Fund*
12. CA Irving Sports Complex *Funding Source: General Fund*
13. Sunset Park *Funding Source: General Fund*
14. Downtown *Funding Source: General Fund*
(a) Imperial Avenue (7th thru 10th Streets)
15. City Hall *Funding Source: General Fund*
16. City Public Library *Funding Source: General Fund*

**SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
FOR PARK AND LANDSCAPE MAINTENANCE**

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2018, by and between the City of Imperial, California, a municipal corporation, ("Agency") and Executive Landscape, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the parties hereto entered an agreement for park and landscape maintenance dated January 4, 2017, ("Agreement"); and

WHEREAS, Exhibit E and F to the Agreement sets forth locations and fees associated with work to be performed pursuant to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to provide for park and landscape maintenance of additional areas; and

WHEREAS, the parties wish to amend the Agreement to remove park and landscape maintenance of areas.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Exhibit G is hereby added to the Agreement to identify the maintenance areas to be withdrawn and additional work to be performed pursuant to the Agreement.
3. Section V A. of the Agreement is amended to provide for total compensation not to exceed \$ _____.
4. The effective date of this amendment shall be _____.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

AGENCY:
City of Imperial, California

CONSULTANT:
Executive Landscape, Inc.

By _____
Mayor

By _____
Title _____

ATTEST:

By _____
Debra Jackson, City Clerk