City of FRESNO

Request for Proposals (RFP)

Requirements Contract for Citywide Weekly Landscape Maintenance Services

RFP No. 9716

Proposal Submission Deadline: Tuesday, March 10, 2026

Purchasing Division Contact: Szarina Lozano, DBE Coordinator
Email: Purchasing@Fresno.gov
Phone: (559) 621-1154 or (559) 621-1332
Fax: (559) 457-1265

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I – INTRODUCTION

NOTICE INVITING PROPOSALS

Electronic proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

Request for Proposals Requirements Contract for
Citywide Weekly Landscape Maintenance Services
Request for Proposals No. 9716

The City of Fresno is soliciting proposals to provide the necessary labor, equipment, and materials to perform landscape maintenance services as specified.

This request is for a one-year contract with five (5) possible one-year extensions.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: http://www.fresno.gov, "*Business", "Doing Business", "Bid Opportunities"*.

Proposals must be submitted electronically via Planet Bids.

Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, March 10, 2026, at which time they will be publicly opened and recorded. Join the bid opening meeting at https://fresno.zoomgov.com/j/1619517892 or call (669) 254-5252, meeting ID 161 951 7892.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **ONE THOUSAND DOLLARS ($1,000)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected. Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **1:30 p.m**. on **February 25, 2026**. Join the meeting by going to https://fresno.zoomgov.com/j/1610591965 or call 1-669-254-5252 Meeting ID: 161 059 1965. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours

prior to the scheduled meeting/event. Please contact the Procurement Supervisor listed on the cover at 559-621-1332 or email Purchasing@Fresno.gov

At the time of award, the Proposer must be licensed with a valid Qualified Applicator License (QAL): License B – Landscape Maintenance Category by the State of California.

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82 297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the General Services Department, Purchasing Division at (559)621-1332.

The City of Fresno reserves the right to reject any and all proposals.

INSTRUCTIONS TO PROPOSERS

General

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

   Proposers must submit a deposit in the amount of **ONE THOUSAND DOLLARS ($1,000)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier’s check, which must be brought to the Purchasing Manager’s office prior to the bid opening and labeled accordingly with proposal number.

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding $100,000, shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.

6. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

8. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

ACH Electronic Payment

9. Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

Americans with Disabilities Act

10. Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

Prevailing Wage

11. The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82 297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the General Services Department, Purchasing Division at (559)621-1332.

Public Records

12. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award.

Selection Process and Evaluation Criteria

13. Proposal Evaluation

    The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

    Proposers whose proposals include a failure to comply with or take exception to these

Specifications may not be considered for award and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

a. **Cost** as shown on the Cost Proposal Worksheet.

b. **Ability** to meet the stated service requirements.

c. **Past Performance and Experience** based on references and experience.

d. **Conformance** to the terms and conditions of the RFP.

e. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

14. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

15. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.

16. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

17. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Contract Documents

18. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

Questions, Clarifications, and Concerns

19. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Procurement Supervisor of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Procurement Supervisor of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

Contacts with City Staff

20. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance

21. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

    Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

    Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

    Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, http://www.fresno.gov "*Departments",* "*City Clerk,"* and *"Fresno Municipal Code and City Charter."* Or view the Fresno Municipal Code directly at:

    https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4CIPUCOSA_ART6RECOELOFPRPR

Notification of Staff Determination

22. Any award of a Contract exceeding $100,000, shall be subject to the Staff Determination clause. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website http://www.fresno.gov, "*Departments",* "*General Services," "Purchasing Division,"* and *"Anticipated Formal Bid Award."* It is the sole responsibility of interested Proposers to seek this information.

    Award of a Contract for less than $100,000 is not subject to this Notification of Staff Determination provision.

Debarment

23. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Outreach to Small Business Enterprises in Subcontracting

24. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

II – PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____
(Submit with Proposal)

CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

1. **Cover Letter,** including company name, address, contact name, phone number and fax number.

2. **Proposal Deposit**

3. **Business Location and License**

4. **Cost Proposal**

5. **Proposer Questionnaire**

6. **References**

7. **Acceptance of Indemnification and Insurance**

8. **Disclosure of Conflict of Interest**

9. **Non-Collusion Declaration**

10. **Addenda and Time Period to Award/Reject**

11. **Signature Pages**
    Including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

12. Signature page of all **ADDENDA** issued

Proposer's Name _____
(Submit with Proposal)

PROPOSAL DEPOSIT

Accompanying this proposal is a Proposal Deposit in the amount of **ONE THOUSAND DOLLARS ($1,000.00)** in the form of:

- ☐ Certified Check
- ☐ Cashier's Check
- ☐ Certificate of Deposit
- ☐ Bidder's Bond
- ☐ Irrevocable Letter of Credit
- ☐ Annual Bidder's Bond

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be received in the Purchasing Manager's office prior to the proposal deadline and labeled accordingly with the City's RFP number, located at 2101 G Street, Building A, Fresno, CA 93706.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

Proposer's Name _____
(Submit with Proposal)

BUSINESS LOCATION AND LICENSE

BUSINESS LOCATION

☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.

☐ The undersigned Proposer maintains a place of business in the City of Fresno at: , Fresno, CA

BUSINESS LICENSE

☐ The undersigned Proposer has a current City of Fresno Business License and the number is .

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

Proposer's Name _____
(Submit with Proposal)

COST PROPOSAL

TERM OF CONTRACT: The Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the services contained in the Cost Proposal Worksheet (Exhibits) at the provided costs.

BASE PROPOSAL

ITEM	DESCRIPTION	QTY	UNIT	TOTAL COST
1	Landscape Maintenance – Airports Department (Exhibit B) Beds & Turf	52	WEEKS	$
2	Landscape Maintenance – Department of Public Utilities (Exhibit C) Beds & Turf	52	WEEKS	$
3	Landscape Miscellaneous Additional Labor	1	LS	$*25,000
4	Landscape Miscellaneous Additional Materials & Supplies	1	LS	$**25,000

SUB TOTAL (EXHIBIT B – C): $_____

TOTAL PROPOSAL AMOUNT: $_____

The Total Amount of Proposal is _____ Dollars and _____ Cents.

*This item has been determined to be $25,000 as noted in the “Explanation of Bid Items, page,

**This item has been determined to be $25,000 as noted in the “Explanation of Bid Items, page,

The amounts shall include any and all applicable taxes.

The quantities listed on the Cost Proposal pages are estimates for the initial term. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items or services which it actually delivered or received during the term of the Contract.

The Proposer shall include all costs associated with complying with the General Conditions, Special Conditions, and Specifications of this RFP.

At the time of award, the Proposer must be licensed with a valid Qualified Applicator License (QAL): License B – Landscape Maintenance Category by the State of California.

The City reserves the right to reject any and all proposals.

Proposer's Name: _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE

The undersigned Proposer submits the following information in accordance with the proposal Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

   b. Address:

   Is your firm operating as a franchisee? Yes ☐ or No ☐

   If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established?

   How many years has your business been under your present name?

   How many years under former names? (List names and number of years)

4. How many years has your business been providing services?

5. What other types of services does your business provide?

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐
   If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.

Proposer's Name _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

9. Does the proposer currently possess sufficient resources to meet the initial requirements for this contract? (See Scope of Work, pg. 47)
   Yes ☐ or No ☐

10. Describe how you will meet the requirements to provide the services as outlined in this Request for Proposals. What materials, tools, and equipment will you use?

11. Outline your support services including establishing direct lines of communication between City technical staff and your organization.

12. Provide proof of Qualified Applicator License (QAL): License B – Landscape Maintenance Category by the State of California. Proof attached? Yes ☐ or No ☐

13. Provide the number of individuals who will be dedicated resources: Total Number of Irrigation Techs Total Number of Spray Techs Total Number of Crew Leads/Members If any of these resources will not be dedicated exclusively to these respective areas, please explain:

14. If awarded, is your company currently staffed? If not, how much ramp-up time would you require?

15. Describe how you will handle seasonal changes to meet the requirements of providing LANDSCAPE MAINTENANCE SERVICES (i.e. leaves in the fall). What materials, tools, and equipment will you use? (Reference pgs. 47-68)

Proposer's Name _____
(Submit with Proposal)

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____PHONE NUMBER: _____

   FAX NUMBER_____ EMAIL_____

   LENGTH OF CONTRACT: _____(YEARS)

   TYPES OF SERVICES PROVIDED: _____

2. AGENCY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____PHONE NUMBER: _____

   FAX NUMBER_____ EMAIL_____

   LENGTH OF CONTRACT: _____(YEARS)

   TYPES OF SERVICES PROVIDED: _____

3. AGENCY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____PHONE NUMBER: _____

   FAX NUMBER_____ EMAIL_____

   LENGTH OF CONTRACT: _____(YEARS)

   TYPES OF SERVICES PROVIDED: _____

Proposer's Name _____
(Submit with Proposal)

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE

_____
Signature of Authorized Person

_____
Type or Print Name of Authorized Person

Proposer's Name _____
(Submit with Proposal)

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☐
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☐
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

_____
Date

_____
Name

_____
Company

_____
Address

_____
City, State, Zip

Proposer's Name _____
(Submit with Proposal)

NONCOLLUSION DECLARATION
Public Contract Code section 7106

The undersigned declares:

I am the _____ of _____,
Title of Authorized Person Bidding Firm

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true

and correct and that this declaration is executed on _____, at _____, _____.
Date City State

_____
Signature of Authorized Person

_____
Print Name of Authorized Person

The above Noncollusion Declaration is part of the Bid Proposal.
Proposers are cautioned that making a false declaration may subject the certifier to criminal prosecution.

Proposer's Name _____
(Submit with Proposal)

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

CONTRACT INSPECTION AND PERFORMANCE STANDARDS

The Contractor shall perform services as outlined in the Scope of Work and in accordance with the specified standards and frequencies or a revised by the City.

The City may inspect services at its discretion to evaluate compliance with the Scope of Work. Any failure to meet these standards due to Contractor action or inaction will be deemed "Unsatisfactory." The City, in its sole discretion, shall determine whether Contractor has complied with the Scope of Work, adhered to specified standards and frequencies.

Unsatisfactory: Failure to meet any standard or frequency outlined in the Scope of Work as determined by City inspection.

If the Contractor does not take corrective action within the specified time after receiving a Deficiency Notice, the condition will be deemed non-responsive.

Performance deficiencies caused by circumstances outside the Contractor's control, such as vandalism, severe acts of nature, or other "Acts of God," may be temporarily excused. The Contractor must notify the City immediately and resume work promptly once conditions allow.

Proposer's Name _____
(Submit with Proposal)

(Submit with Proposal)

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:
(Please follow the instructions for each line, as explained below.)

(1) _____ ( ) _____ ( ) _____
Firm Phone Fax

(2) _____
(Corp.) (Individual) (Partner) (Other)

(3) _____
Business Address

_____
City State Zip Code

(4) By: _____
Signature of Authorized Person

_____
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1:The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Secretary of State printout, a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the Proposal.

(c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly signed for and on behalf of said corporation by authority of its governing body, as evidenced by the attached true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

SAMPLE SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", “Federal Conditions”, “Functional Specifications” and “Technical Requirements” for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN $ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS ($[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782, Contractor shall indemnify, defend and hold harmless City and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract . Contractor's obligations as set forth in this section shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, Contractor, whenever there is any causal connection between the Contractor’s performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, Contractor expressly agrees to undertake a duty to defend City and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader that the duty to indemnify. The duty to defend as herein agreed to by Contractor expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to Contractor as reasonably determined by City.

Upon the tender by City to Contractor, Contractor shall be bound and obligated to assume the defense of City and any of its officers, officials, employees, agents, or volunteers,

including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from City or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by Contractor that if City tenders a defense of a claim on behalf of City or any of its officers, officials, employees, agents, or volunteers and Contractor fails, refuses or neglects to assume the defense thereof, City and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and Contractor shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether City provided approval for, or did not review or object to, any insurance Contractor may have procured in a accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by City, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to Indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
[Name],
[Title/Dept.]

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
[Name] Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Date
Deputy

[CONTRACTOR],
[Legal Identity]

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

_____

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Telephone: (559) [#]
E-Mail: [E-Mail address]

CONTRACTOR:
[Contractor Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Telephone: [area code and #]
E-Mail: [E-Mail address]

SAMPLE
CITY OF FRESNO
PAYMENT BOND
PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS: That [NAME OF CONTRACTOR] as Principal (herein called 'Principal') and_____ as Surety (herein called 'Surety') are held and firmly bound onto the City of Fresno (herein called 'Obligee') in the just and full sum of [WRITTEN $ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS ($[DOLLAR AMOUNT]) lawful money of the United States of America (said sum being equal to 100 percent of the estimated amount payable by the terms of the hereinafter described contract), for the payment of which, well and truly to be made, we hereby bind ourselves and ours, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written contract therefor (insert brief description of work of improvement):

[TITLE AND WORK]
[BID FILE NO.]) [ALTERNATES (if any)]

NOW, THEREFORE, if Principal or subcontractors of Principal shall fail to pay any of the persons named in the Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or prevailing wages due and penalities incurred pursuant to Sections 1774, 1775, 1813, or 1815 of the Labor Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to the work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. The benefit of this bond shall inure to any of the persons named in Section 9100 of the Civil Code so as to give the right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

No extension of time granted to the Principal and no change, alteration, or addition in any of the terms of the contract or any of the contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, alteration, or addition. The Surety, by the execution of this bond, represents and warrants that this bond has also been

duly executed by the Principal and proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20___.

[NAME OF CONTRACTOR]_____ _____

_____ _____

PRINCIPAL SURETY

No signature of City Attorney required, Standard Document #DPW-S Payment Bond (11-2022) has been used without modification, as certified by the undersigned.

By: _____
[Name]

Title: _____
[Department]

Approved:
City Manager, or designee

By: _____
[Name]

Title: _____

Date: _____

DPW-S Payment Bond (11-2022)

III – GENERAL CONDITIONS

III. GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

(a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.

(b) "City Manager" shall mean the City Manager of the City of Fresno.

(c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.

(d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.

(e) "Council" and "City Council" shall each mean the Council of the City of Fresno.

(f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.

(g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.

(h) "Specifications" shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of

such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. INSURANCE REQUIREMENTS.

(a) Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be

sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

CONTRACTOR shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

(i) $2,000,000 per occurrence for bodily injury and property damage;

(ii) $2,000,000 per occurrence for personal and advertising injury;

(iii) $4,000,000 aggregate for products and completed operations; and,

(iv) $4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

(i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,

(iii) $1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: CG 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. Coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.

(vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

7. If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

8. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a Faithful Performance Bond from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **$100,000.** IF APPLICABLE this bond is to be renewed annually.

9. PAYMENT BOND: The "Payment Bond" shall be for not less than 100% under $10M; 110% $10M and over of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by Contractor on the work. The bond shall be maintained

by the Contractor in full force and effect until the work is completed and accepted by the City, and until all claims for materials and labor are paid, and shall otherwise comply with Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which

commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible**,** indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

IV – SPECIAL CONDITIONS

IV. SPECIAL CONDITIONS

Term of Contract

This Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for five (5) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterruptedly, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve (12) months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

Pricing Conditions

For the first twelve (12) months of the Contract, pricing will be fixed at the proposal pricing.

Ninety (90) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year which will be subject to negotiation by the City at the City's discretion, and shall not exceed the escalation percentages based on the most recently published U.S. Department of Labor, Bureau of Labor Statistics and Consumer Price Index for the United States City Average for all Urban Consumers. The Purchasing Manager of the City of Fresno shall be the authorized City agent in any such negotiation. Any proposed price revisions will be subject to the Purchasing Manager's written approval before being implemented by the Contractor.

The Contractor must provide adequate documentation to substantiate any request for price increase. If any particular needs arise at any time during the term of the Contract, the City reserves the right to request adjustments, modifications, or additions to services to the Contract.

Integrated Pest Management (IPM): Pyrethroid Management

Contractor shall comply with all applicable local, state and federal regulations, including the City of Fresno's IPM Policy and the IPM Management Plan. (Administrative Order 9-1; IPM Management Plan.) Compliance shall include, but not be limited to: submitting documentation demonstrating that non-chemical controls (Cultural, Physical/Mechanical and Biological) were considered, and if not used, providing a narrative explaining why the controls were not used; documentation that assigned staff have current and appropriate licensure through the California Department of Pesticide Regulation (DPR) and/or the Structural Pest Control Board (SPCB); preparation of monthly invoices clearly and accurate describing the date, place and time of pesticide application, the reason(s) for the application, the rate and total amount of material applied, the method of application, date since last application, personnel making the application, unit cost and total cost. The Integrated Pest Management Plan, Exhibit E, is specific to Pyrethroid

containing products. The IPM Plan is provided as a draft and is subject to change at the sole discretion of the City of Fresno. The final version may be amended, updated, or replaced without requiring contract modifications. Contractors are expected to review and follow the general framework outlined in the Draft Integrated Pest Management Plan.

Notice to Proceed

The Contractor shall not commence any work, nor shall it enter the premises until it has received a written Notice to Proceed from the Purchasing Manager.

Changes to Contract Documents

No changes or modifications to the Contract shall be made unless agreed to and signed by both the Contractor and the Purchasing Manager. No prior, current, or post award verbal agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the Specifications or any Contract resulting from this procurement.

Compensation Escalation Due to Change in Minimum Wage

In the event the Contractor is required by a collective bargaining labor agreement or by the Federal Government increases the minimum wage then the contract rates as defined in this proposal shall be subject to negotiation between the Contractor and the City of Fresno. In the event that negotiated changes in contract rates cannot be agreed upon by the City of Fresno and the Contractor, then the Contract may be terminated by either party in accordance with the General Conditions of This Contract. If the Contractor and the City of Fresno agree to a negotiated change in contract rates as defined in this proposal, the Contractor shall increase the minimum hourly wages and salaries paid to its employees performing services under this Contract in accordance with new negotiated wages and salaries.

*Note: The Minimum wage rate in California is currently at $16.90 an hour for all employers, effective January 1, 2026. Proposers should consider wage rates, when completing their proposal. (IF APPLICABLE)

Payment

The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

AIRPORTS DEPARTMENT INVOICES

City of Fresno
Airports Department
4995 E Clinton Way
Fresno Ca 93727

DEPARTMENT OF PUBLIC UTILITIES INVOICES - WATER YARD

City of Fresno
Department of Public Utilities
Water Yard
1910 E University Ave
Fresno Ca 93703

DEPARTMENT OF PUBLIC UTILITIES INVOICES - WASTEWATER

City of Fresno
Department of Public Utilities
Wastewater
5607 W Jensen Ave
Fresno Ca 93706

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

V – SCOPE OF WORK

V. SCOPE OF WORK

DESCRIPTION OF PROJECT WORK AREA

The City of Fresno's Citywide landscape section to be maintained under the contract includes approximately 4,995,000 square feet of landscaped area (turf, shrubs, plants, trees, and irrigation).

More detailed location and area information is provided in the Exhibits section of this document.

ONGOING MAINTENANCE ACTIVITIES

GENERAL OPERATION

Ongoing maintenance activities shall be performed by the Contractor in conformance with the Contract specifications and as further described below in a professional, workmanlike manner. To this end, they will use equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

Individual activities shall be performed by the Contractor at the minimum frequency indicated upon the "Landscape Maintenance Schedule" included in the Exhibits.

Contractor is hereby required to render and provide grounds maintenance services including, but not limited to, turf mowing, edging, trimming, over seeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, pursuant to specifications and frequencies as set forth herein or revised by City. All landscaping and irrigation work must follow the City of Fresno's Standard Specifications Sections 25 and 26. These specifications can be found at:

https://www.fresno.gov/wp-content/uploads/2023/04/City-of-Fresno-Standards-Vol-2-Std.-Specifications_Jan-2023.pdf

Contractor shall protect and preserve all existing facilities and landscape improvement while performing work under the Contract. The Contractor shall repair and/or replace any existing facility and/or landscape improvement damaged as a result of his/her operations under the Contract. Such repair and/or replacement shall be at no additional Contract cost and shall be performed to the satisfaction of the Designated Owner's Representative.

Contractor shall be required to identify self-propelled equipment and vehicles used at City facilities with decals identifying the Contractor's name, and phone number (sub-contractors included).

PART 1 – GENERAL

1.1. SCOPE OF WORK

A. Work consists of lawn and shrub maintenance such as: grass mowing, grass edging, raking, and proper removal/disposal of lawn litter, including trash, landscape debris such as leaves, sticks, grass clippings, organic debris generated by the contractor activities.

B. The Contractor shall provide all labor, supplies, equipment, materials and services to perform all obligations and functions under this Contract in accordance with the below specifications for grass cutting and trimming. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Fresno and the various users of these areas and to perform activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities in these areas. The Contractor acknowledges that time is of the essence to complete the work as specified.

C. The attached exhibits outline the landscape boundaries and areas; and, are essentially diagrammatic. It shall be the responsibility of the Contractor to carefully examine the sites, exhibits and specifications relating to this work for completeness, accuracy and clarity. Any conflict, error or clarification shall be immediately brought to the attention of the Designated Owner's Representative in writing to obtain a ruling.

1.2. PAYMENT

A. The maintenance Contractor shall be paid on a monthly basis, based upon the per month unit bid price, plus tax, for the landscaping and irrigation maintenance as herein specified. The cost of each year's insurance, bonding and all other related expenses shall be included in the lump sum monthly unit price.

B. The Contractor shall furnish the Designated Owner's Representative a lump sum cost break-down for each individual Exhibit. The location cost break-down table shall be submitted for approval prior to the start of work, and annually if contract cost adjustments are allowed.

C. The sum of the amount for the line items of work listed in the cost break-down table for this Proposal Section shall be equal to the contract lump sum bid price. No adjustment in compensation will be made in the contract lump sum price due to differences between quantities shown in the exhibits and the quantities required to complete the work as shown on the exhibits and as specified in these specifications.

D. At the Designated Owner's Representatives discretion, the approved cost break-down may be used to determine partial payments during the progress of the work.

E. By submitting each monthly invoice, the Contractor is certifying to the City that all work included in contract had been completed at each invoiced location for that month. If it is determined after payment of any monthly invoice was made that not all work was completed at each location, the

City may apply partial payment to future invoices to be compensated for incomplete work discovered after payment.

1.3. SCHEDULING

A. The Contractor shall have a sufficient number of personnel, materials, transportation, and an adequate inventory of tools and equipment to perform work.

B. The Contractor shall submit to the contact of each Department the following schedules fourteen (14) workdays of receiving the Notice to Proceed (NTP).

1. Contractor's Service Schedule: This Schedule indicates the specific day(s) of the week and approximate hours when each site will be serviced pursuant to the requirements specified in the Maintenance Performance Schedule included in the Exhibits of this document.

2. Site Fertilizer Schedule: The Contractor shall provide an annual fertilization schedule to the Designated Owner's Representative. Contractor shall indicate on the Site Fertilizer Schedule the date when each site shall be fertilized for turf, and trees/shrubs as indicated in the Maintenance Performance Schedule included in the Exhibits of this document.

B. Changes to the above schedules by the Contractor must be submitted in writing and approved by the Designated Owner's Representative at least five working days prior to any changes being implemented. If a temporary change to the daily service schedule is required by the Contractor, the Designated Owner's Representative must be notified before the scheduled start time, or the morning of the known change.

C. The City reserves the right to change areas and/or designated maintenance services under this contract and may do so upon giving written notification to Contractor within 48 Hours of the scheduled service. If these changes create an increase in the total area of the Proposal Section, the cost adjustment will be based on the unit cost Additional Work item for that Proposal Section if included in the bid. If the maintenance costs of this work decrease as a part of the change, said costs shall be adjusted on the monthly invoice.

D. Time extensions for delays may be allowed to the Contractor by the City of Fresno for any delay in the completion/delivery of specified services which arises from unenforceable causes beyond the control of the Contractor and without fault or negligence of the Contractor, including but not limited to such events as stormy or inclement weather in which specified work cannot be done, Strikes, Boycotts, Acts of God, Acts of the Public Enemy, Acts of Government, Fire, Flood, Epidemics, or delays of suppliers which arise from unforeseeable causes beyond their control and without the fault of negligence of the Contractor.

E. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations.

F. The Contractor may be required to modify or curtail certain functions of its operations and shall promptly comply with any request by the Designated Owner's Representative. To the extent that any such modifications may alter the specifications of the agreement, the City will evaluate the need to adjust the payment or scope as allowed by the agreement.

G. If a scheduled service day falls on a Federal, State or City holiday, Contractor must provide scheduled service within two working days before or after the holiday.

H. In case of equipment failure Contractor shall notify the Designate Owner's Representative of the failure immediately and reschedule that week's service to be completed within two days of said failure upon approval of Designate Owner's Representative.

1.4. SUBMITTALS

A. Establish a schedule and Project Schedule (or equal to Gantt chart) to designate target dates for regular maintenance activities by area and submit to each Designated Owner's Representative for review. Contractor to review proposed schedules with Designated Owner's Representative at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

B. the below submittals will be required to be prepared and provided by the Contractor prior to the notice to proceed:

1. HERBICIDE/PESTICIDES/FERTILIZERS BEING USED ON LANDSCAPES
    i. Current Applicators License(s)
    ii. Product data including application methods, rates, preparation etc.
    iii. Materials Safety Data Sheets for all products to be applied
    iv. Types of landscape or location for each product

2. SAMPLE INVOICING FOR EACH PROPOSAL SECTION
    i. Location table can be provided by the City upon request
    ii. Include lump sum monthly cost for each location as approved
    iii. Include City provided address and contact for invoice

3. ORGANIZATIONAL CHART
    i. Chart or list showing staff chain of command from general management to each field operation and administrative function related to the City services.

4. CONTRACTOR CONTACT LIST
    i. Emergency contacts (at least two) with associated phone numbers and/or e-mail addresses for City to contact CONTRATOR for emergency repairs.
    ii. Contractor contacts for invoicing, needed schedule changes, or field staff issues.
    iii. Names of field staff/crew on-site lead persons, and their supervisors.

5. WASTE DISPOSAL
    i. Location, facility, and/or method of disposal/recycling for green waste. Can either list a sub-contracted licensed facility, or if self-performed, a copy of the facility license information.

ii. Method of general waste disposal (regular refuse removed from City landscapes). Can show disposal at off-site location by showing recent solid waste utility invoice/bill to a licensed waste disposal company.

C. Each submittal will be either returned for revisions by the Owner's Representative or approved. Each submittal shall be approved by the appropriate Owner's Representative before the Notice to Proceed.

D. If during the course of work any aspect of a submitted item is changed, such as new employees on the emergency list, or new herbicide pesticide products proposed for use, a revised submittal will be required to be prepared and provided to the Designated Owner's Representative by the Contractor. Submittals must be approved prior to use of any new product or service.

PART 2 – OPERATIONS

2.1. TURF MAINTENANCE

A. Mowing operations shall be performed in a manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

B. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

C. Mowing operation shall be completely performed at each site weekly from March 1st through October 31st and monthly from November 1st through February 28th (depending upon weather conditions provided minimum standards per specifications contained herein are maintained).

D. Mowing operation shall be scheduled Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.; a deviation from this schedule will need to be authorized by the Designated Owner's Representative.

E. Walkways shall be cleaned of all debris immediately following each mowing.

F. **Fire Department and Regional Wastewater Reclamation Facility locations require grass clippings to be bagged and disposed**. For all other locations, all grass clippings shall be mulched on site and clippings must be dispersed as to not create "windrow" situation on the same day the area is mowed.

G. All turf areas shall be kept green neatly edged and all grass intrusions into adjacent areas eliminated.

H. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass intrusions.

I. All turf edges including but not limited to sidewalks, drives, curbs, shrub beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.

J. The edge of turf shall be trimmed or limited around all sprinklers (landscape trimmed to not interfere with spray irrigation), valve boxes, meter boxes, backflow devices and other obstacles.

K. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

L. Remove all weeds and grass from perimeter sidewalks, walkways, and curb/gutter expansion joints, patios and drainage areas.

M. Methods for removal of weeds, turf encroachment and detailing shall incorporate chemical and/or mechanical means of eradication.
N. Mechanical edging of turf shall be performed at each site as per service level at the same frequency as mowing.

O. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.

P. Blow-off and/or sweep all walkways adjacent to landscaped areas immediately following maintenance activities to ensure all landscape trimmings, clippings, and other materials are kept off of walks and removed from the site.

Q. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least twelve (12) inches from the trunk of trees and away from the drip line of shrubs by use of mechanical or hand device.

R. Detailing of sprinkler heads (to prevent interference with spray irrigation), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location or a clean appearance. Chemical application may not be used to maintain the necessary clearance.

2.2. IRRIGATION

A. Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, soil type and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth and following the water conservation recommended actions. All Irrigation repairs shall be in conformance with the City of Fresno's Standard Specification Section 25 – Landscape Irrigation Systems. For information about City of Fresno's Standard Specifications and Details, you can find them at: https://www.fresno.gov

B. Adequate soil moisture will be determined by programming the irrigation system as follows:

1. Adjusting and setting of the automatic controller to establish frequency and length of watering period.

2. Consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions which affect watering. This may include nighttime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather.

3. A soil probe shall be used to a depth of eight (8) inches to determine water penetration by random testing of the root zones as directed by the Designated Owner's Representative.

C. Water shall be regulated to avoid interference with any use of the facility's roadways, paving or walks.

D. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

E. All landscaped areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to overwater in shady areas.

F. Contractor will be required to follow City of Fresno Water Division Regulations.

G. Contractor shall be responsible for all irrigation system repairs and maintenance including but not limited to, Lateral Distribution Piping, Valve Boxes, Irrigation Heads, Drip Systems, Quick Coupler Valves, and other related equipment.

H. The City of Fresno shall be responsible for replacing the Controller Systems, Control Valves, Mainline Piping, RP device, and Mainline Shut-off Valves. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check on the function of all facets of the irrigation system and repair any damage, malfunctioning equipment and/or incorrect operations.

I. During the weekly irrigation testing the Contractor will:

1. Adjust all sprinkler heads for correct coverage, to prevent excessive run-off and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.

2. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.

J. Repair/replace inoperable sprinkler heads, valves, pipe valve parts, sprinkler controller within one (1) watering cycle.

K. Neutralize malfunctioning irrigation systems and equipment within one (1) day of identification or following verbal notification and repair problem as may be directed by the Designated Owner's Representative.

L. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather.

M. Flushing of the irrigation lines of grit and gravel shall be performed by removing the last head on each lateral and operating the system until those materials are expelled.

N. Check system, adjust or repair irrigation equipment causing excessive run-off thereby creating a safety hazard on adjacent areas, including but not limited to: slopes, roadways, paving, or walks.

O. Repair any broken valve box or any missing or broken valve box cover.

P. Repair any broken drain or any missing/damaged drain covers.

Q. Operation and maintenance of the irrigation system shall receive no less than the following:

1. Check operability of controllers, quick couplers, valves, and sprinkler heads: once per week or more frequently if problems/conditions indicate a need and report system status to the Designated Owner's Representative.

2. Adjust and correct for coverage.

3. Repair and/or replace damaged or inoperable sprinkler heads.

4. Schedule controllers: As needed to comply with watering requirements of each area in conjunction with the City of Fresno Water Division Water Use Restrictions currently in effect.

R. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair. Contractor and/or employee shall weekly inspect and test all irrigation systems for system operability and component malfunctions.

2.3. TREE MAINTENANCE

A. The Contractor shall conform to the provisions of the American National Standards Institute (ANSI) A300 and International Society of Arboriculture (ISA) as listed below:

1. ANSI A300 (Part 1) - 2008 Pruning

2. ANSI A300 (Part 2) - 2004 Fertilization

3. ANSI A300 (Part 3) - 2006 Supplemental Support Systems

4. ANSI A300 (Part 4) - 2008 Lightning Protection Systems

5. ANSI A300 (Part 5) - 2005 Management of Trees and Shrubs During Site Planning, Site Development, and Construction

6. ANSI A300 (Part 6) - 2005 Transplanting

7. ANSI A300 (Part 7) - 2006 Integrated Vegetation Management (IVM)

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters and areas under trees and removed from the site. Shrub beds, ground covers and bare soil areas shall be kept free of weeds by use of appropriate chemical sprays or manual operations. If in the opinion of the Designated Owner's Representative, the Contractor is not able to keep an area reasonably free of weeds manually, the Designated Owner's Representative may require the Contractor to use chemical means to control the weeds at the Contractor's expense.

2.4. TREE PRUNING

A. Tree pruning shall be performed by Contractor or subcontractor. All trees shall be trimmed, shaped and thinned with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance per ANSI A300.

B. All dead and damaged branches and limbs shall be pruned to the point of the breakage or to the nearest side branch.

C. All work above fourteen (14) feet will be considered unscheduled work.

2.5. PRUNING CRITERIA

A. The Contractor shall ensure that pruning is done only by professionally qualified personnel using approved ANSI A300 methods and techniques.

1. Excessive pruning or stubbing back shall not be permitted.

2. All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

3. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

4. Climbing spurs shall not be used.

B. Trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and have well-spaced branches 18 inches apart orientated so as not to overlay one another.

C. Under no circumstances shall stripping of lower branches ("raising up") of young trees be permitted without the Designated Owner's Representative's approval. Lower branches shall be retained in a „tipped back" or pinched condition with as much foliage as possible to promote caliper

trunk growth (tapered trunk). Lower branches may be pruned to the trunk only after obtaining permission from the Designated Owner's Representative.

D. Pruning of trees shall be done as needed to achieve the following:

1. To remove suckers, water sprouts and other undesirable growth on trees.

2. Trees: Clearance prune, two (2) times per year or as needed.

3. To shorten or remove lower branches wherever they pose a problem to pedestrians or vehicles: seven (7) feet for pedestrian areas and walkways, fourteen (14) feet for limbs or parts of tree that overhang into vehicular roadways.

4. Contractor will comply with City ordinances governing tree trimming work and traffic control regulations during work.

E. PRUNING PROCEDURES

1. When it is necessary to reduce limb lengths, drop crotch as much as possible and avoid cutting back the support limbs to laterals less than one-third the diameter of the supporting limbs.

2. A 3-saw cut will be used on large, heavy branches. All limb greater than 1 ½ inch shall be undercut to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

3. Any structural weakness, decayed trunk or branches, split crotches or other potentially hazardous conditions which cannot be corrected through pruning, shall be reported to the Designated Owner's Representative in writing, the same day the condition is observed.

4. Major pruning of deciduous trees shall be done during the dormant season. Minor pruning may be done at any time.

5. Pruning to remove a hazard limb or tree shall be done immediately.

F. All trees less than 6" in diameter which are downed by either natural or unnatural causes shall be removed and disposed of off-site. If greater than 6" the Contractor must notify the Designated Owner's Representative, which at that time, the City may authorize the Contractor to remove the tree as Supplemental Work or utilize the City's in-house tree crews.

2.6. PRUNING CRITERIA

A. Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required. The Contractor shall maintain and replace stakes and guys with City-approved materials. Additional stakes or guys shall be placed as needed to correct misshaping caused by wind.

B. Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.

C. All trimmings and debris must be removed and disposed of at an approved site as determined in the Contractor's approved submittal package.

D. Special emphasis shall be placed on safety as stated in ANSI Z133.1 2006 Safety Standards during tree maintenance operations, particularly when adjacent to vehicular areas.

2.7. SHRUB, VINE, PRUNING, TRIMMING AND GROUND COVER MAINTENANCE

A. Prune hedges and shrubs where necessary to maintain pedestrian access, safe vehicular and pedestrian visibility, and clearance to prevent or eliminate hazardous situations.

B. Remove all dead, diseased, and unsightly branches, and dead plants. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. All runners that start to climb buildings, shrubs or trees shall be pruned out of these areas unless the vine is intended to cover the wall.

C. Vines and espaliered plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
D. Do not use nails to secure vines on masonry walls.

E. Deep water vines in pockets not provided with sprinklers as required promoting optimum growth.

F. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways.

G. All trimmings and landscape debris must be removed and disposed of at an approved site as determined in the Contractor's approved submittal package.

H. Pruning/Trimming, Mulching – Frequency:

1. Vines: Pruning of vines will be in accordance with ANSI A300 (Part 1) – 2008 Pruning practice as needed.

2. Pruning plant material for vehicular and pedestrian visibility, clearance and access: Four (4) times per year or more often as needed, dependent upon the growth patterns of the plant species in question.

3. Hedge, groundcover and shrub trimming: As needed, dependent upon the growth patterns of the plant species in question.

I. Any hazards or acts of vandalism shall be reported immediately to the Designated Owner's Representative. Hazards such as broken tree limbs, broken benches, potholes in-ground, standing

water, ropes tied to tree limbs, excavations and unsecured material (such as wood, wire, metal, etc.) may be appropriately remedied by the Contractor after notification has been submitted to the Designated Owner's Representative once permission is obtained. Contractor shall, upon authorization, provide a plant material replacement service at an hourly rate as bid for labor, equipment and materials at cost plus percentage as bid, this will be billed to the Designated Owner's Representative. ("Supplemental Work").

J. Plant materials shall conform to the requirements of the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

K. Substitutions may be allowed but only with prior written approval by the Designated Owner's Representative.

2.8. REPLACEMENT MATERIAL QUALITY

A. Plants shall be sound, healthy, and vigorous, free from plant diseases, insect pests or their eggs, and shall have healthy normal root systems and comply with all State and local regulations governing these matters and shall be free from any noxious weeds.

B. It shall be understood that these plant materials shall be normal stock for type listed and they must be sturdy enough to stand safely without staking.

C. Shape and form: Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the City of Fresno's approved planting list, which can be found on the City of Fresno's website:

https://www.fresno.gov/publicworks/developer-doorway/#tab-5

D. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Designated Owner's Representative.

E. Plant Materials Guarantee. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than ninety (90) days from the date of acceptance of the plantings by the Designated Owner's Representative.

F. Tree Replacement. All trees permanently damaged by any means will be replaced with the identical species of tree previously existing, unless otherwise approved in writing by the Designated Owner's Representative. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for the size of replacement will be determined by the Designated Owner's Representative. This is considered unscheduled work unless the cause of tree damage was due to Contractor's negligence.

2.9. WEED CONTROL

A. Chemical application: beds, planters, walkways, drainage areas, patios, walkways and curb and gutter expansion joints, roadways, parking lots, and drainage areas: As necessary to maintain a weed free area.

B. Inspect, spot treat, or mechanically remove weeds as necessary to promote a weed free area.

C. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Qualified Applicator License (QAL).

D. A listing of proposed chemicals to be used, including commercial names, application rates and type of usage, shall be submitted to the Designated Owner's Representative for approval at the commencement of the contract. No work shall begin until approval of use is obtained from the Designated Owner's Representative.

E. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicators license. Application shall be in strict accordance with all governing regulations.

F. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

G. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Designated Owner's Representative.

H. All regulations and safety precautions listed in the Pesticide Information and Safety Manual, published by the University of California, shall be adhered to.

I. Chemicals shall be applied when air currents are less than 10 mph, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

J. Contractor is responsible for the control of all landscape pests and diseases. A pesticide program for the control and/or the elimination of weeds, fungus, insects, and rodents etc., shall be applied as needed. All pesticides used must be on the State Department of Agriculture's approved list and approved by the Designated Owner's Representative.

K. Contractor shall provide appropriate permits and licenses before any pesticides are used. The Designated Owner's Representative shall be notified two (2) weeks prior to expected date of application of any pesticides.

L. Pesticides must be brought to the work site in the original manufacturer's container, properly labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.

M. All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to shrubs, groundcover, trees and irrigation systems.

N. All landscaped areas shall be maintained free of diseases and insects that could cause damage to plant materials including but not limited to trees, shrubs and groundcovers.

O. The Designated Owner's Representative shall be notified immediately of any diseases, insects or unusual conditions that might develop.

P. Disease control shall be achieved utilizing materials and rates recommended by manufacturer.

Q. Insect control shall be achieved utilizing materials and, rates recommended by manufacturer.

R. Herbicides usage reports on, weed, brush killing chemicals, and associated materials shall be reported to the County on a monthly basis. The City of Fresno shall be included in a copy of these the reports.

2.10. LITTER CONTROL

A. Litter pickup shall be completed as early in the day as the Designated Owner's Representative deems practical.

B. All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance site immediately following such operations.

C. Litter shall be removed from beds, planters, walkways, curbs and drain inlets as well as all landscaped areas.

D. Sweep concrete and/or blow perimeter sidewalks and other paths following all maintenance operations.

E. All litter must be removed and disposed of at an approved site as determined in the Contractor's approved submittal package.

2.11. TRAFFIC CONTROL

A. The Contractor is responsible for providing and obtaining an approved Traffic Control Plan by the City of Fresno's Traffic Engineering Department prior to starting any work in the City of Fresno Right of Way, as well as furnishing, placing, maintaining, repairing, replacing and removing barricades, detours, traffic handling equipment and devices, signs, lights, flares, temporary railing, and other affected facilities.

B. The Contractor shall conform to the provisions of: Sections 4-1.04 (Detours) and 12 (Construction Area Traffic Control Devices) of the 2002 Edition of the Caltrans Standard Specifications, Part 6, (Temporary Traffic Control), the 2010 Edition of the Cal MUTCD, Section 7-10 (Public Convenience

and Safety) of the City Standard Specifications, these Specifications, and as directed by the Designated Owner's Representative.

2.12. SAFETY

A. All materials and performance of work will meet all Federal Occupational Health and Safety (OSHA) Laws currently in effect.

B. The Contractor shall take all necessary precautions for the safety of its employees on the job and of the general public. Mowing shall be scheduled to provide the least amount of inconvenience to passing pedestrians and vehicles, the occupants of the buildings and users of fields and play areas.

C. The Contract shall protect all planted areas, playground equipment, mulched/landscaped areas and plants during operations. Damaged material or areas shall be repaired and/or replaced by Contractor.

D. The Contractor's representative shall immediately notify the Designated Owner's Representative in the event of damage, accident, injury, dangerous situation or other problem.

2.13. CONTRACTOR"S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area or as part of a crew serving any number of areas, shall include at least one individual who speaks and comprehends the English language.

B. The City may, at any time, give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the work area. Contractor shall meet with Designated Owner's Representative to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures to assure the City that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape area.

C. The City requires the Contractor to establish an identification system for operations personnel which clearly indicates to the public the name of the individual employee responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as approved by the Designated Owner's Representative.

D. The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

E. Contractor shall not post signs or advertising matter upon the premises or improvements unless they are proper men working signs, without the City's prior approval.

2.14. SUPPLEMENTAL WORK

For Proposal Sections that include Supplemental Work Items, the Contractor shall, from time-to-time, be required to perform work of varying types that is not included in these specifications. The following, though not inclusive, represents specific types of Supplemental Work that may be required and the conditions governing performance. In all cases of Supplemental Work, no such work may be performed without prior written authorization from the Designated Owner's Representative. City, at its discretion, may choose to provide all necessary materials or have Contractor provide materials and reimburse Contractor for all authorized costs. Examples of Supplemental or Unscheduled Work may include:

A Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Contractor in effecting such eradication result in a danger to humans, domestic animals or plant life. Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

B. Contractor may be required to perform major tree pruning or removal of trees and/or shrub growth located on or adjoining sites, so that said trees do not present a danger to persons or improvements of City. Such responsibility may include planting, watering, treatment, fertilizing, the cutting away and removal of dead, diseased, broken or otherwise impaired branches, and the complete removal of those trees and shrubs whose location or state of health demand such removal. Such work is considered Extra Work in scope above the normal tree and shrub trimming requirements identified in Section II.C.2 of this Description of Work and Services. City shall be the sole determinate of what constitutes normal or extra work.

C. Contractor may be required to eradicate weeds, plants and undesirable growth within adjacent properties. The work and services necessary to accomplish the foregoing shall be coordinated with the control activities of any governmental agencies concerned with the work. Elimination of undesirable weeds or specific ground plantings may be accomplished by means of appropriate herbicides and pesticides after prior written approval of City. The elimination process shall be performed in such manner as not to endanger or damage existing turf and other plantings within City sites or plant or animal life on adjacent properties.

D. Contractor may be required to plant flowers, plants, and place bark or mulch that did not exist at the time of bid.

E. All supplemental work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

F. If no Supplemental work is authorized by the Designated Owner's Representative, or if the amount of authorized Supplemental Work does not utilize the entire bid amount awarded, the

Contractor is not due payment for unauthorized work, or any remaining balance in that bid item not utilized during the contract duration.

G. City retains the right at all times to accept, re-negotiate or decline bids for extra work and further retains the right to negotiate with third party companies to perform extra work.

PART 3 – QUALITY ASSURANCE/QUALITY CONTROL

3.1 INSPECTION

A. Contractor will receive from the Designated Owner's Representative Landscape Maintenance Inspection Reports documenting the landscape conditions during the course of work. Examples of the form and ratings are provided in the Exhibits of this document. Completed Inspection forms will be provided to the Contractor for the purpose of verifying adequate service for monthly payment, and to identify deficient aspects of service that the Contractor needs to address to be in contract compliance. Inspection will be performed as needed on landscapes selected by the City.

B. Inspector assigned ratings will reflect work performance of the Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but is does not take away the Contractors responsibility to maintain each site per contract specifications and to the satisfaction of the Designated Owner's Representative.

C. If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the Designated Owner's Representative will document the problems requiring correction on the Landscape Maintenance Inspection Report form, which will serve as written notice to cure to the Contractor regarding said deficiency (ies). The Designated Owner's Representative may email the report which will serve as a notice of the rating and corrections required with the date and time stated on the email.

1. A "needs improvement" rating, will require the Contractor to correct any stated deficiency (ies) within seven (7) calendar days or as otherwise specified by Designated Owner's Representative.

2. An "unsatisfactory" rating will require the Contractor to correct any stated deficiency(s) within forty-eight (48) hours or as otherwise specified by Designated Owner's Representative.

3. Upon receiving two consecutive ratings of unsatisfactory performance on consecutive inspection reports, a formal letter of Failure to Comply may be issued and two (2) weeks maintenance fees from the deficient area will be deducted from the monthly service fee.

4. Multiple Failure to Comply ratings, and two consecutive monthly service fee deductions may cause the City to issue a Notice to Cure. With the submission of this notice, the City will follow Section III, General Conditions, Termination for Cause.

5. Should the Contractor receive more than two unsatisfactory inspection report warnings within a 90-day time span, a letter of “failure to comply” may be issued. If two letters of failure to comply are issued within 180 (six (6) months) days, the Designated Owner’s Representative may terminate the contract as stated in Section IV of the General Conditions, Termination for Cause.

6. The Designated Owner’s Representative may further, at its discretion, contract with another landscape Contractor or complete the work itself in order to continue satisfactory service. Once the service is taken over by the City. Contractor may be required to pay to the City the amount required to correct the deficiencies. In the event of a termination due to Contractor’s lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination.

D. Failure to complete tasks and normal system repairs as required in the specification will be considered defective work. The City will withhold payment for said defective work. The Contractor shall be notified to complete the work per the specifications. If the Contractor fails to complete the work within the time set by the notice, the City retains the right to have the work done by other methods and full costs of such work shall be deducted from the Contractor’s monthly payment.

E. In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination; and Contractor and his surety may at the City’s option, be held liable and assessed for any and all costs for the re-procurement of the contract services.

F. Thirty days before the expiration of the contract, the Designated Owner’s Representative may deem it necessary to conduct an exit inspection to assure all sites within the contract are satisfactory and per contract specifications. The Contractor will be held financially accountable with deduction in payment or withholding of payment if contract sites are not ready to turn over in a satisfactory condition. This will include, but not limited to the health of plants, proper function of all irrigation systems and weed and debris free.

G. Notwithstanding the above, the City may terminate this contract for convenience with a 60- day formal written notice. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination as stated in the Section III -General Conditions Termination for Convenience.

3.2 COMPLAINT AND REQUEST FOR SERVICE

A. Whenever, in the City's opinion, immediate action is required to prevent impending injury, death or damage to private or City property being maintained under this contract, the City will, at its discretion attempt to contact the Contractor to affect the necessary repairs. Should the Contractor be unreachable of this agreement, the City may cause such action to be taken by the City work force and/or other Contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from an amount due Contractor. If the Contractor is unable to respond to the emergency after being contacted within the time frame specified below, the City reserves the right to effect such repairs itself or with another Contractor. Should it also be determined that the necessary repairs

were due to the Contractor's lack of performance under the terms and conditions of this contract or through Contractor's negligence, the Contractor may be liable for all charges to affect such repairs.

B. All complaints shall be abated as soon as possible after notification; but in all cases within forty-eight (48) hours or as required by the Designated Owner's Representative. If any complaint is not abated within forty-eight (48) hours, the Designated Owner's Representative shall be notified immediately of the reason for not abating the complaint, followed by a written report within five (5) days. If the complaints are not abated within the time specified and to the satisfaction of the Designated Owner's Representative, the total cost for eliminating the problem or completing necessary repairs may be deducted from the payments owing to the Contractor from the City.

C. Contractor acknowledges and agrees that public safety is of utmost importance, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public.

PART 4 - HERBICIDES

PRE-EMERGENT & HERBICIDE

This item shall be bid per month application and included in the monthly bid price, with each application being applied to all landscaped areas shown on the Landscape Maintenance Schedule (**Exhibit** A, page 73) and shall conform to the provisions of these Specifications.

This item shall consist of the application of an effective pre-emergent weed killer Pre-San, Barricade, Surflan or approved equal twice a year per manufacturer's recommendation to all areas as shown on the Landscape Maintenance Schedule (**Exhibit** A, page 73). Two applications are required, first application will be applied in mid-February and the second application to occur late-August to early-September.

The Contractor shall submit proposed chemical(s) to the Designated Owners Representative for review and written approval prior to any work being performed.

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Applicator (QAL).

Full compensation for furnishing all labor, materials including traffic control, tools, equipment and incidentals and for doing all the work involved in the landscape maintenance area complete in place, shall be included in this bid item.

The term *landscape maintenance* refers to any landscaping (trees, shrubs, plants and irrigation) designated in the Landscape Maintenance Schedule (**Exhibit** A, page 73).

All costs associated with this item shall be included in the lump sum price and no additional payment will be made.

POST-EMERGENCE, HERBICIDE AND PESTICIDE APPLICATION

This item consists of the application of an effective post-emergent weed killer, Round-Up, Trimec, Sledge Hammer or approved equal, as needed to all areas as shown in the Landscape Maintenance Schedule (**Exhibit** A, page 73) where weeds have emerged.

The Contractor shall provide traffic and safety control devices including but not limited to arrow boards, signage and cones. Water shall not be applied to treated areas for forty- eight (48) hours after each application during the winter months and twenty-four (24) after during the summer.

The Contractor shall submit proposed chemical to the Designated Owners for review and written approval prior to any work being performed.

All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Applicator (QAL).

Full compensation for furnishing all labor, materials including traffic control, tools, equipment and incidentals and for doing all the work involved in the landscape maintenance area complete in place, shall be included in this bid item. The term *landscape maintenance* refers to any landscaping (trees, shrubs, plants and irrigation) designated in the Landscape Maintenance Schedule (**Exhibit** A, page 73). All costs associated with this item shall be included in the lump sum price and no additional payment will be made**.**

Base Proposal Bid Item No. 3: Landscape Miscellaneous Additional Labor

This item is a lump sum bid for performance of miscellaneous labor authorized by the Designated Owners Representative in writing as required to make routine repairs and/or perform maintenance of irrigation system components, planting or application of specialty landscape chemicals/fertilizers. Such labor shall be performed only within the area as specified in the Scope of Work (pages 51-70), and the Landscape Maintenance Schedule (Appendix A, page 73).

The dollar amount listed on the Bid Proposal form is an allowance set aside by the City and will be included in each Bidder's Bid Proposal. The Contractor shall be paid only for the value of the completed labor performed which has been authorized in writing by the Designated Owners Representative. The value of completed labor performed will be determined by force account in accordance to the provisions in Section 9-1.03, Force Account Payment of the State Standard Specifications.

Base Proposal Bid Item No. 4: Landscape Miscellaneous Additional Materials & Supplies

This item is a lump sum bid to supply miscellaneous materials and supplies authorized by the Designated Owners Representative in writing. Included as such shall be replacement and/or new landscape irrigation system components, replacement plants, specialty chemicals/fertilizers. Such materials and supplies shall only be provided for and installed as specified in the Scope of Work (pages 51-70), and the Landscape Maintenance Schedule (Appendix A, page 73). The dollar

amount listed on the Bid Proposal form is an allowance set aside by the City and will be included in each Bidder's Bid Proposal. The Contractor shall be paid only for the value of the materials and supplies provided and installed which has been authorized in writing by the Designated Owners Representative. The value of materials and supplies provided and installed will be determined by force account in accordance to the provisions in Section 9-1.03, Force Account Payment of the State Standard Specifications. The Contractor shall have no claim for anticipated overhead or profit should the Designated Owners Representative fail to authorize any labor to be performed, or should the value of authorized labor performed be less than that anticipated by the Contractor.

VI – FEDERAL CONDITIONS

Not required for this project.

This is not a federally funded project and, as such, those provisions that would otherwise apply to a federally funded project are not applicable.

VII – EXHIBITS

EXHIBIT A
LANDSCAPE MAINTENANCE SCHEDULE

WORKACTIVITY DESCRIPTION & REQUIRED FREQUENCY

A. LANDSCAPE MAINTENANCE ACTIVITIES
The following table describes , in general, the tasks and required frequency for maintenance.

1.	Chemical Application – Pre-emergence	Minimum: Twice Per Year (March & October)
2.	Chemical Application – Post-emergence	As Needed (Monthly)
3.	Irrigation System Coverage	Each Cycle
4.	Abate Weeds, Trash, and Debris	Each Cycle
5.	Prune/Trim Trees	Each Cycle
6.	Prune Shrubs and Plants	Each Cycle
7.	Remove Dead Trees, Plants and Shrubs	As Needed
8.	Replant Dead Trees, Plants and Shrubs	As Needed
9.	Remove Trash and Debris	Each Cycle
10.	Remove Debris and Litter from Sidewalks/Gutters	Each Cycle
11.	Check/Repair Irrigation System Including Controller	Each Cycle
12.	Adjust Irrigation Durations	Seasonal (April & November
13.	Replacement of Mulch	As Needed
14.	Traffic/Safety Control Devices	Continuous

Each proposal must provide for the entire work needed to accomplish the minimum acceptable level of maintenance for each group at each location. Each area will have a variety of landscape maintenance needs as specified in this document and as depicted in the following exhibits.

Maps and square footage information included in the exhibits are provided as estimates to aid proposers in identifying the general location of the work, and general amount of landscape to be maintained at each indicated location. In the exhibits, many locations show a rough property boundary so that the City facility can be located by each Proposer. The indicated boundary in some cases includes landscapes that occupy only a portion of the entire indicated property. City accepts no responsibility for the accuracy of the information contained therein. Contractors are strongly advised to verify actual locations and dimensions of each specific area to be maintained.

EXHIBIT B

AIRPORTS DEPARTMENT

Airport Department Specific Requirements

1. Pre- and Post-Emergent Application: The landscaper shall be responsible for applying both pre-emergent and post-emergent, and aphid herbicides to all Landscape turf/tree areas, flower beds, and airport parking lot property. These applications are to be included in the shift bid and must occur at least twice per year to ensure proper vegetation control.

2. Irrigation System Checks and Documentation: The landscaper shall conduct biweekly inspections of all irrigation systems to verify proper operation and identify any necessary repairs. A record log of all inspections and maintenance actions must be maintained and made available to the Airside/ Landside Superintendent upon request.

3. Turf Reseeding: The landscaper shall be responsible for reseeding all turf areas at a minimum of once per year to promote healthy growth and maintain appearance.

4. Emergency Response Requirements: The awarded contractor must be available to respond to irrigation-related emergencies, including broken sprinklers, malfunctioning irrigation control valves, or water not turning off, during weekends and holidays as needed.
These responsibilities are considered part of the overall landscape maintenance scope and are required for continued compliance with airport standards.

AIRPORTS DEPARTMENT

MAPS

510 W Kearney Blvd

Bed SQFT: 12,100

Turf SQFT: 191,300

Total SQFT: 203,400

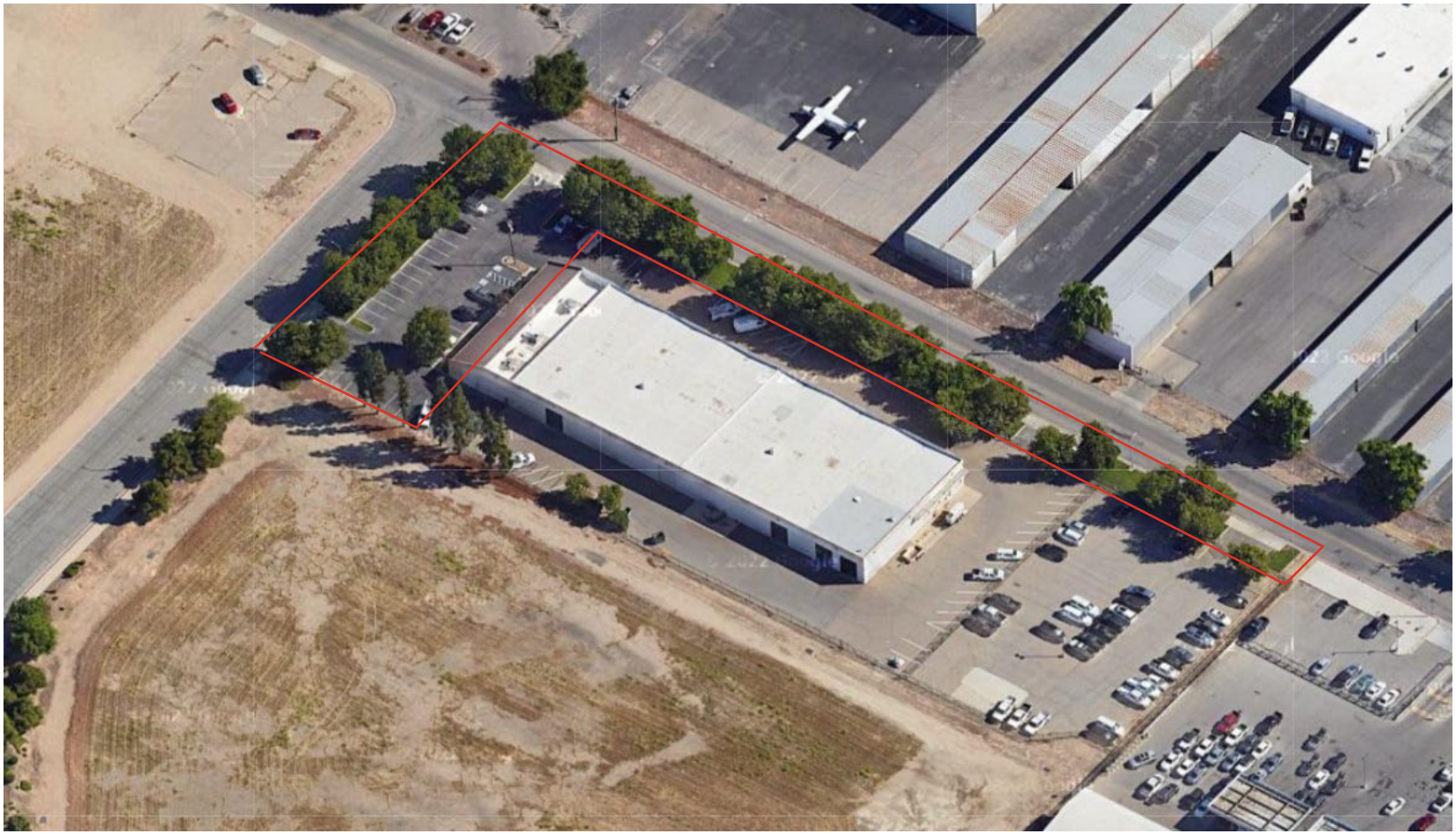
5175 E Clinton Way – Tower Building Parking Lot

Bed SQFT: 8,800

Turf SQFT: 28,000

Total SQFT: 36,800

5175 E Clinton Way – Maintenance/Ops Office

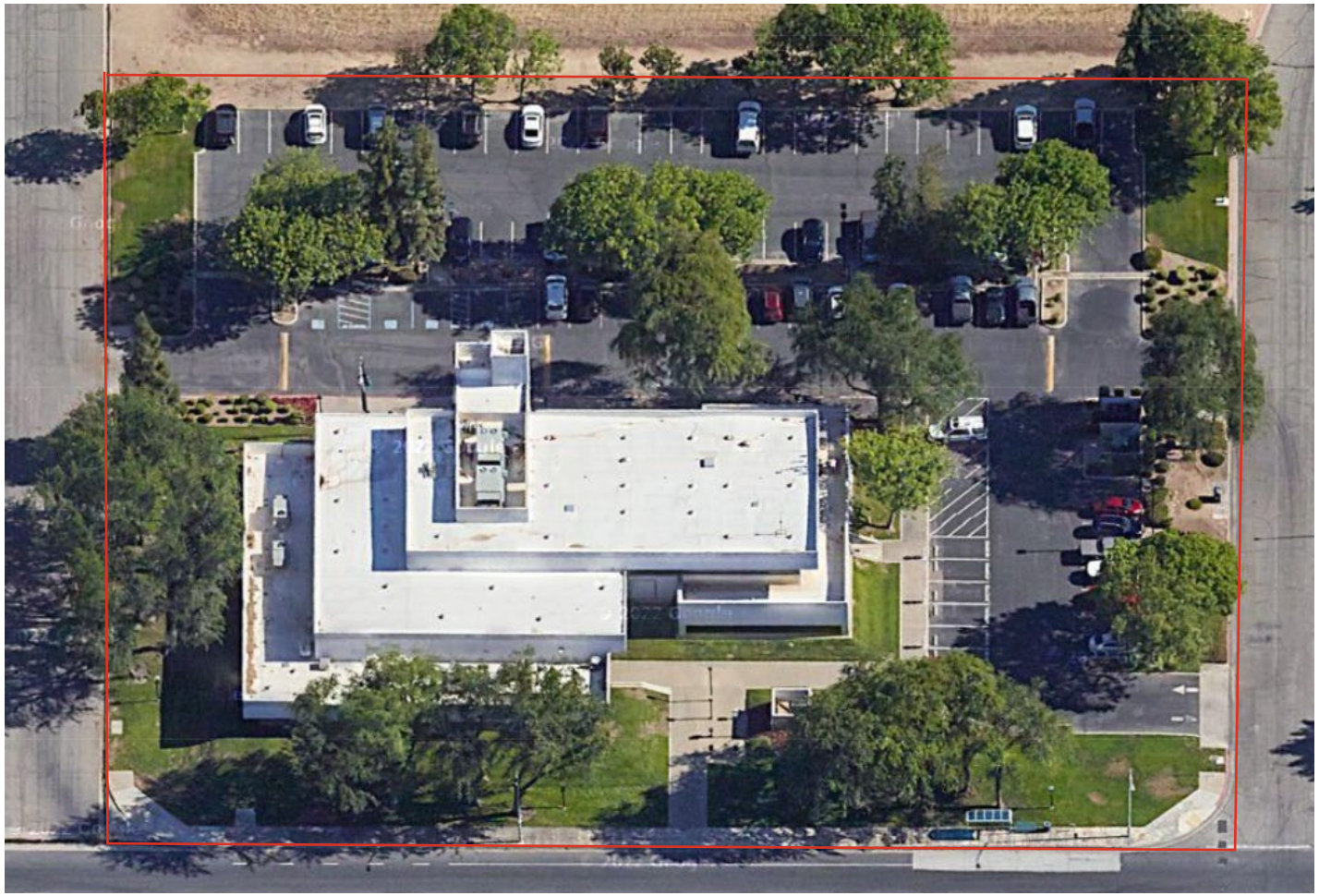


Bed SQFT: 1,100

Turf SQFT: 14,900

Total SQFT: 16,000

5175 E Clinton Way – Admin Building



Bed SQFT: 10,900

Turf SQFT: 25,400

Total SQFT: 36,300

5175 E Clinton Way – Rental Car Area (1 of 2)

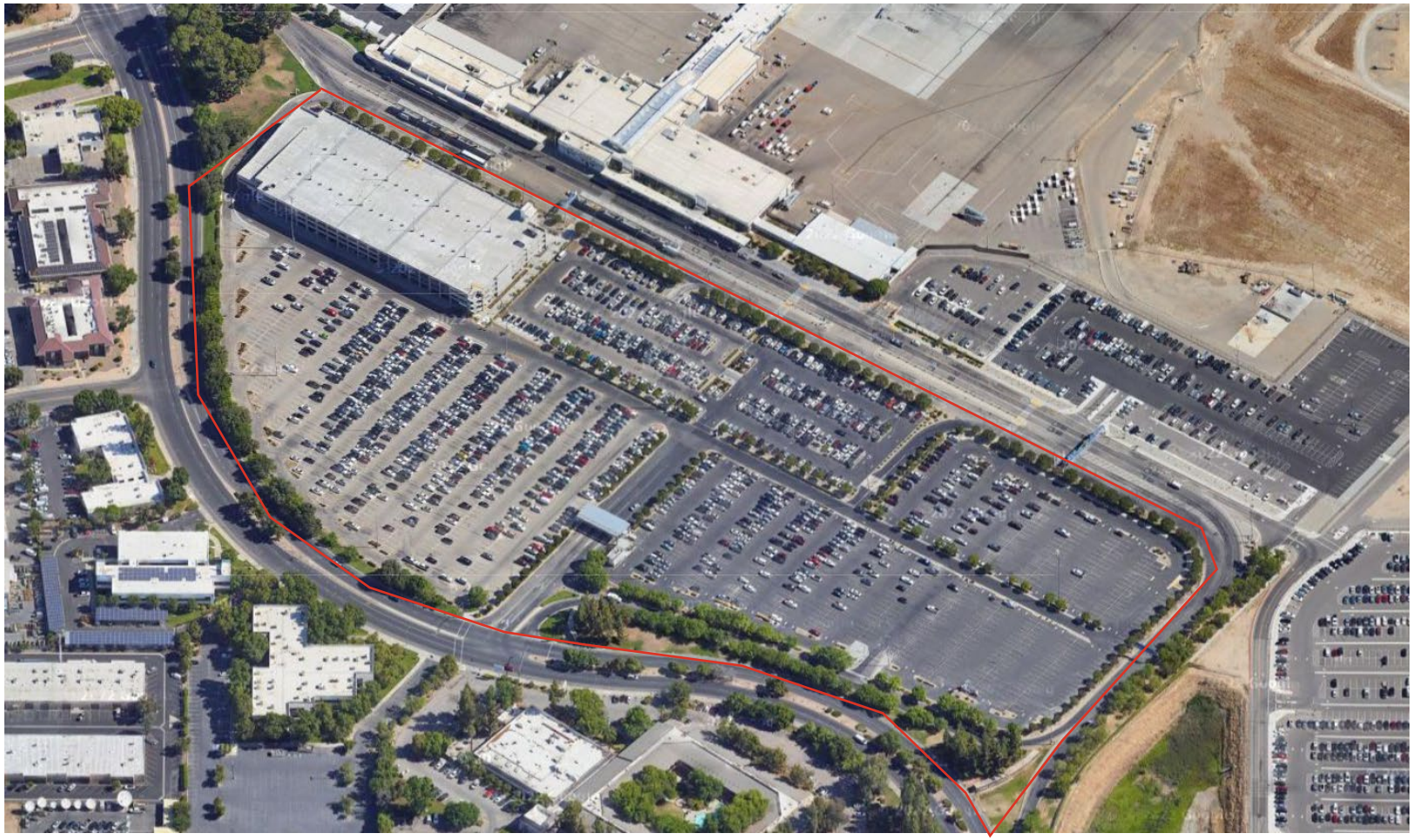
5175 E Clinton Way – Rental Car Area (2 of 2)

Bed SQFT: 43,600

Turf SQFT: 22,500

Total SQFT: 66,100

5175 E Clinton Way – Airline Terminal



Bed SQFT: 115,100

Turf SQFT: 154,900

Total SQFT: 270,000

Clovis Avenue Buffer – Clovis and Mckinley

Bed SQFT: 17,200

Turf SQFT: 33,000

Total SQFT: 50,200

North Cargo Ramp/Airways Slope Buffer – Airways Blvd, West of Leyte Ave

North Cargo Ramp	**Airways Slope Buffer**
Turf SQFT: 37,300	Turf SQFT: 11,300
Bed SQFT: 13,400	Bed SQFT: 18,600
Total SQFT: 50,700	Total SQFT: 29,900

EXHIBIT C

DEPARTMENT OF PUBLIC UTILITIES

Department of Public Utilities Specific Requirements

Regional Wastewater Reclamation Facility - 5607 West Jensen Ave Fresno Ca 93706

Areas to be Maintained:

Area 1 - Jensen Ave/Septage Area: Septage handling berm, Jensen Avenue berm, Entrance/Exit Island

Area 2 - Training Building North: Training Building North, Outside fence landscape

Area 3 - Field Shop/Parking Area: Employee Parking Lot, Flushing Meadows, Fuel Island, Field Maintenance Shop

Area 4 - Administration/Maintenance Area: Admin Building, Laboratory, Maintenance/ Warehouse, Collection System Maintenance Building

Area 5 - Gas Conditioning/Digester Area: Multi-Purpose Building, Digester 1-4, Daft's 3-4, Digester 9-12, Gas Conditioning berm.

Area 6 - Secondary Clarifier/Aeration Area: Final Clarifiers 1- 4, Aeration Basins 1-4, Two Water Booster Station

Area 7 - Headworks/Odor Control Area: Headworks Building, Odor Control berm

Area 8 - Primary Clarifier Area: Primary Clarifiers 5-8, Primary Clarifiers 9-10, RAS/WAS Building Island

Area 9 - Digester/Dewatering Area: Digester 13, Silo #2

T 4 Site - 401 H St Fresno Ca 93721

Turf: 65,340 sq ft - Quarterly Mow only

DEPARTMENT OF PUBLIC UTILITIES

MAPS

1910 E University Ave (1 of 2)

Turf SQFT: 6,132

Bed SQFT: 8,800

Total SQFT: 14,932

1910 E University
WGS84
UTM Zone 11S

CALTOPO

km

mi

Scale **1:835** 1 inch = 70 feet

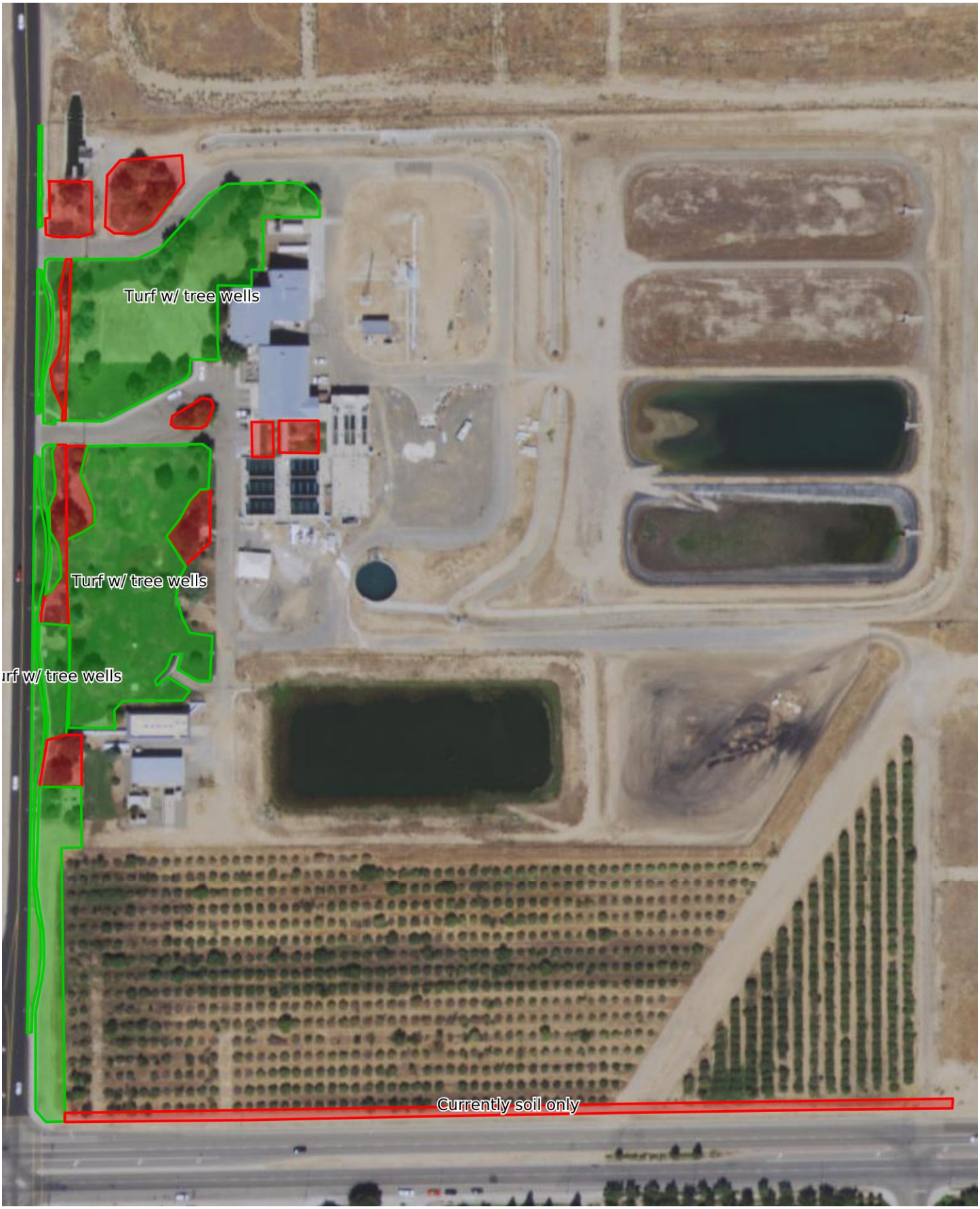
MN
12.2º

10120 N Chestnut Ave (1 of 2)

Turf SQFT: 134,122

Bed SQFT: 45,930

Total SQFT: 180,052



NESWTF 10120 N Chestnut
WGS84
UTM Zone 11S

0.1 0.2 km

0.1 mi

Scale **1:1988** 1 inch = 166 feet

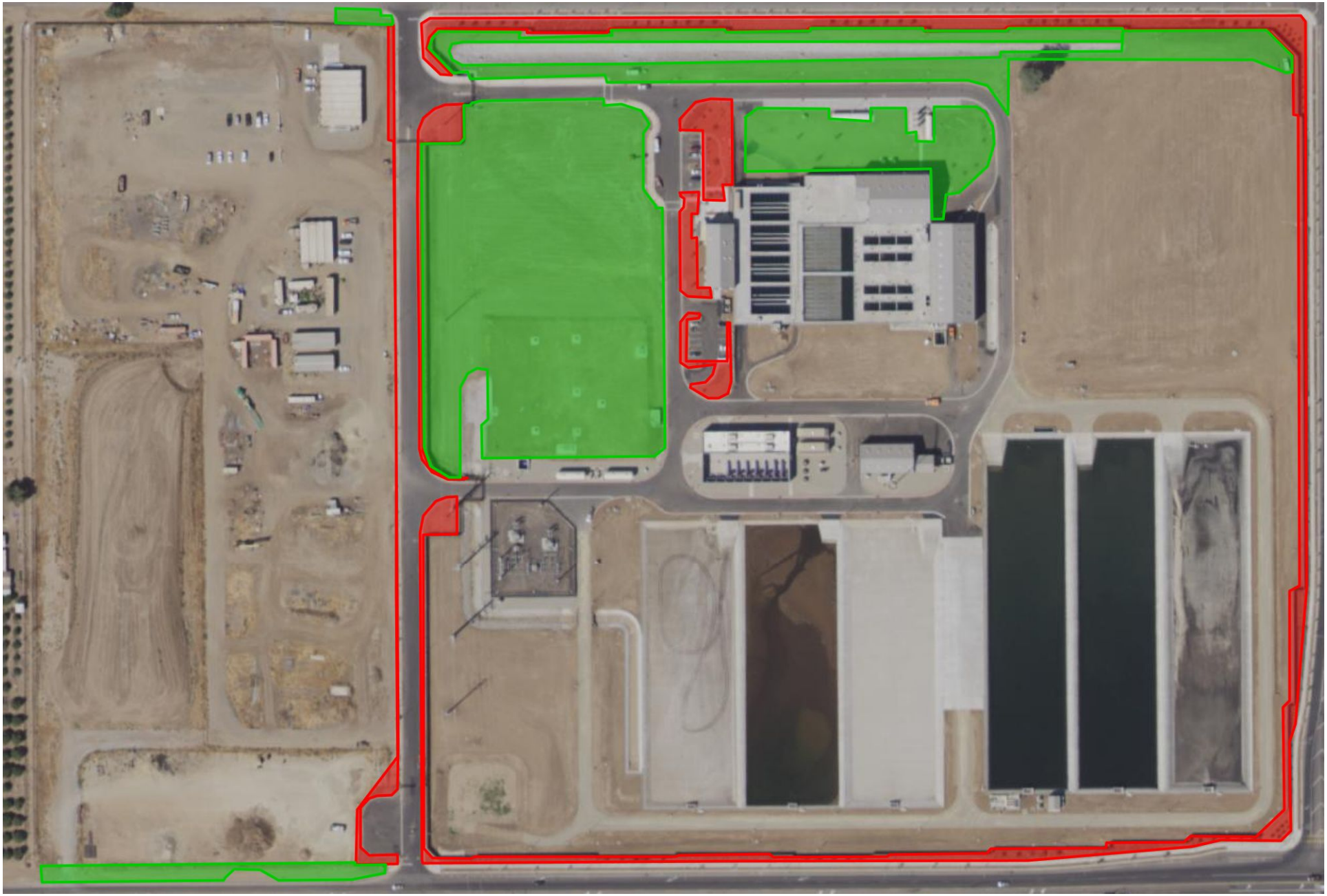
MN
12.2º

6395 E Floradora Ave (1 of 2)

Turf SQFT: 287,496

Bed SQFT: 87,784

Total SQFT: 375,280



SESWTF Landscape
WGS84
UTM Zone 11S
CALTOPO

0.1 0.2 0.3 0.4 km

0.1 0.2 mi

Scale **1:2391** 1 inch = 199 feet

MN
12.2º

2101 S Clovis Ave (1 of 2)

Turf SQFT: 30,492

Bed SQFT: 13,068

Total SQFT: 43,560

T-1 2101 S Clovis Ave
WGS84
UTM Zone 11S

CALTOPO

0.1 0.2 km

0.1 mi

Scale **1:1175** 1 inch = 98 feet

MN
12.2º

6736 E Dakota Ave (1 of 2)

Total SQFT: 65,340

T-3 6736 E Dakota
WGS84
UTM Zone 11S
CALTOPO

km

mi

Scale **1:847** 1 inch = 71 feet

MN
12.2º

401 H St (1 of 2)

Turf SQFT: 65,340

Bed SQFT: 34,848

Total SQFT: 100,188

T-4 401 H St.
WGS84
UTM Zone 11S

CALTOPO

0.1 km

mi

Scale **1:1053** 1 inch = 88 feet

MN
12.2º

4111 N Winery Ave (1 of 2)

Total SQFT: 217,800

Leaky Acres
WGS84
UTM Zone 11S

CALTOPO

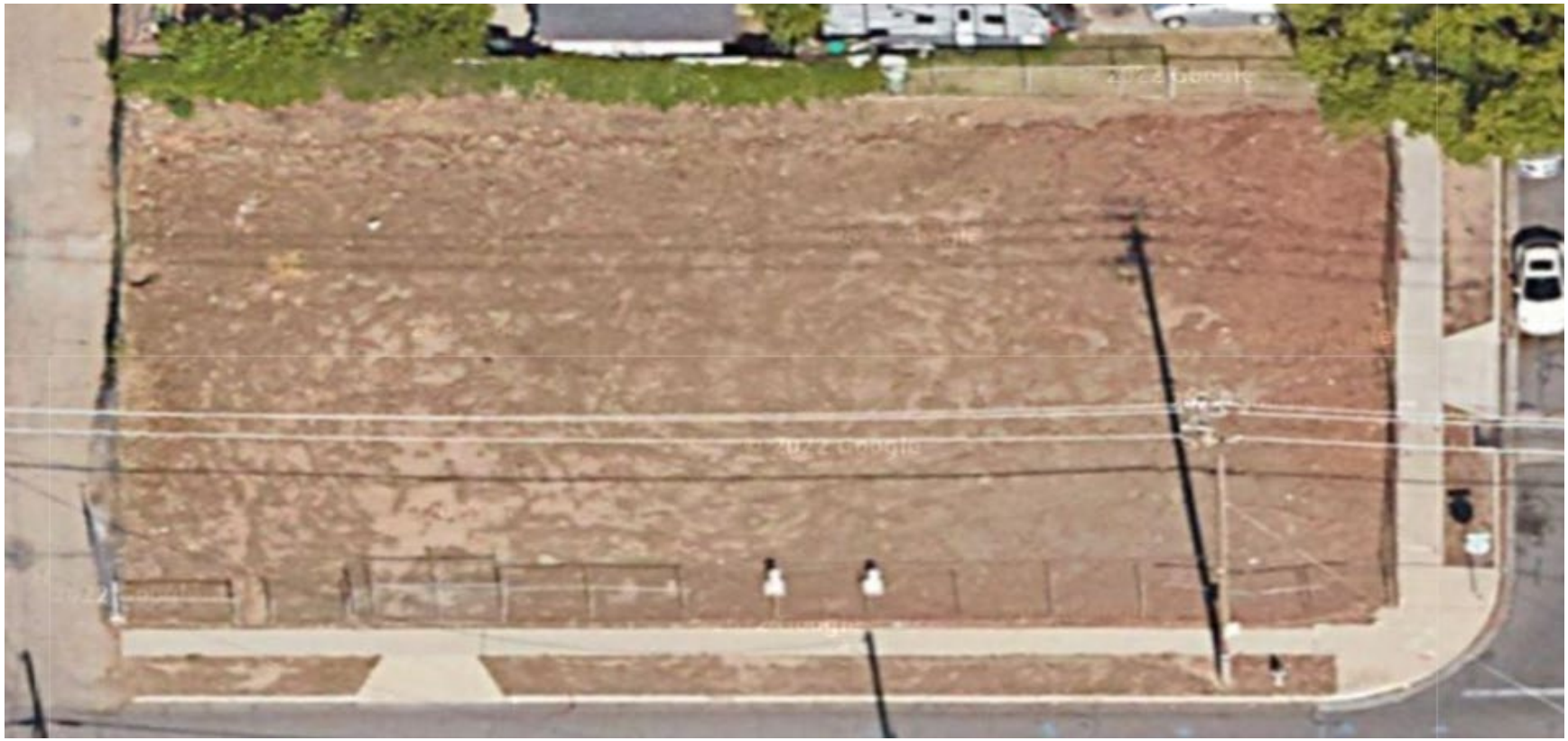
0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 km

0.1 0.2 0.3 0.4 0.5 mi

Scale **1:5289** 1 inch = 441 feet

MN
12.2º

1234 S Orange Ave



Total SQFT: 9,849

4794 N Bonadelle Ave

Total SQFT: 4,928

4794 N Bonadelle Ave
WGS84
UTM Zone 11S

CALTOPO

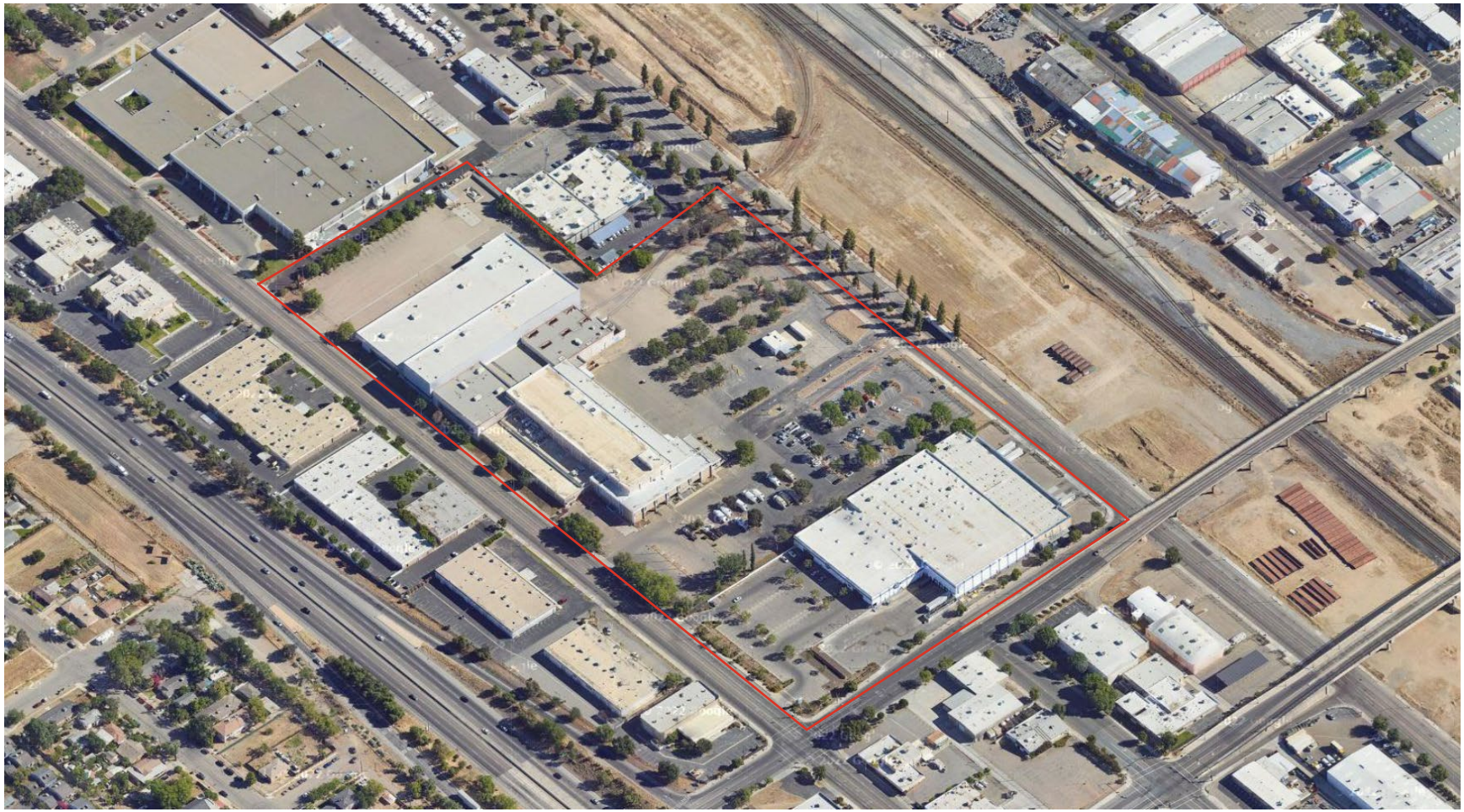
km

mi

Scale **1:357** 1 inch = 30 feet

MN
12.2º

1626 E St (1 of 2)



Total SQFT: 53,618

O&M Facility 1626 E St.
WGS84
UTM Zone 11S

0.1 0.2 0.3 km

0.1 mi

Scale **1:1931** 1 inch = 161 feet

MN
12.2º

5607 W Jensen (1 of 2)

Bed SQFT: 424,990

Turf SQFT: 273,720

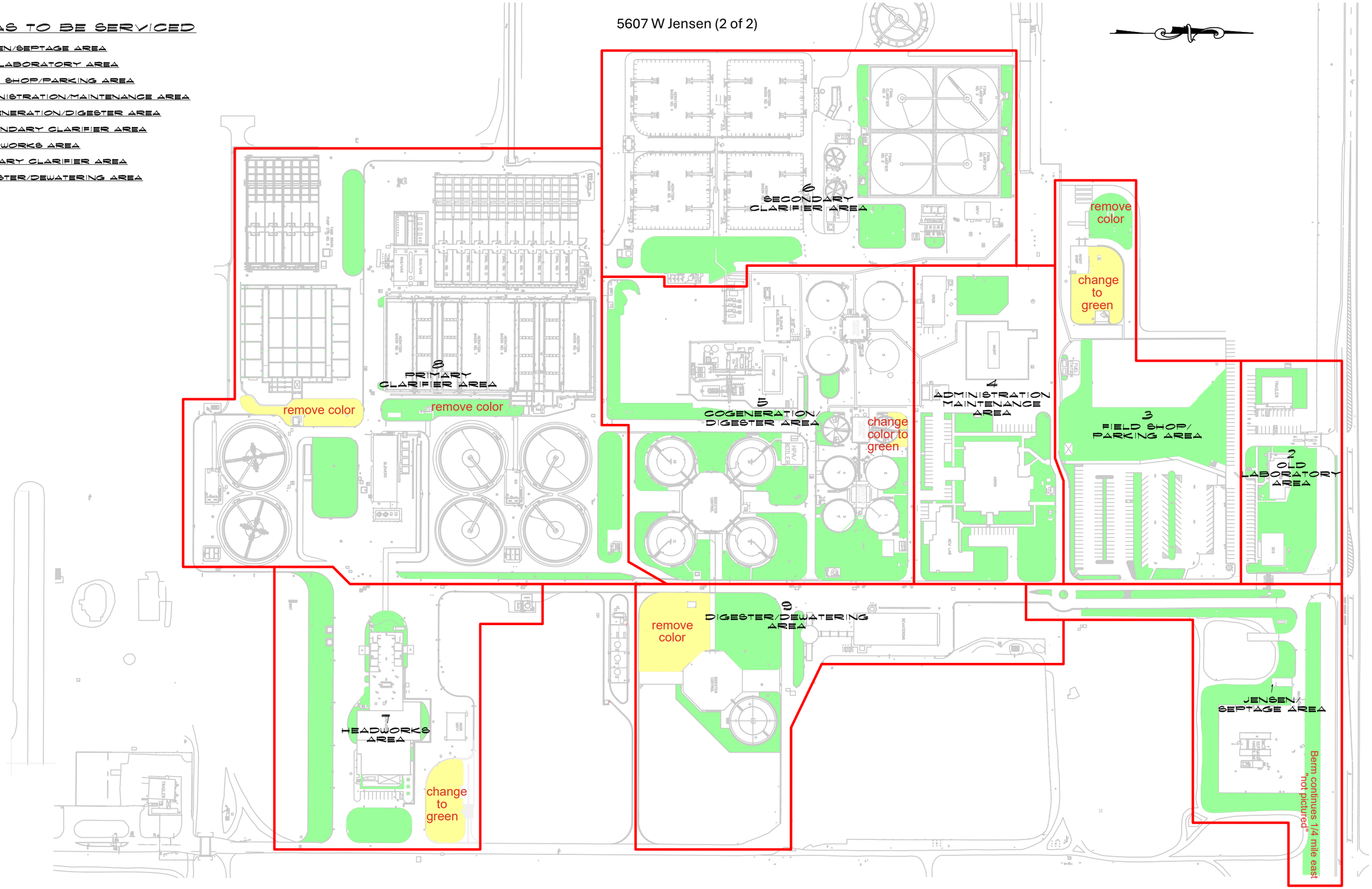
Total: 698,710

Technical Work Requirements Exhibit "C"

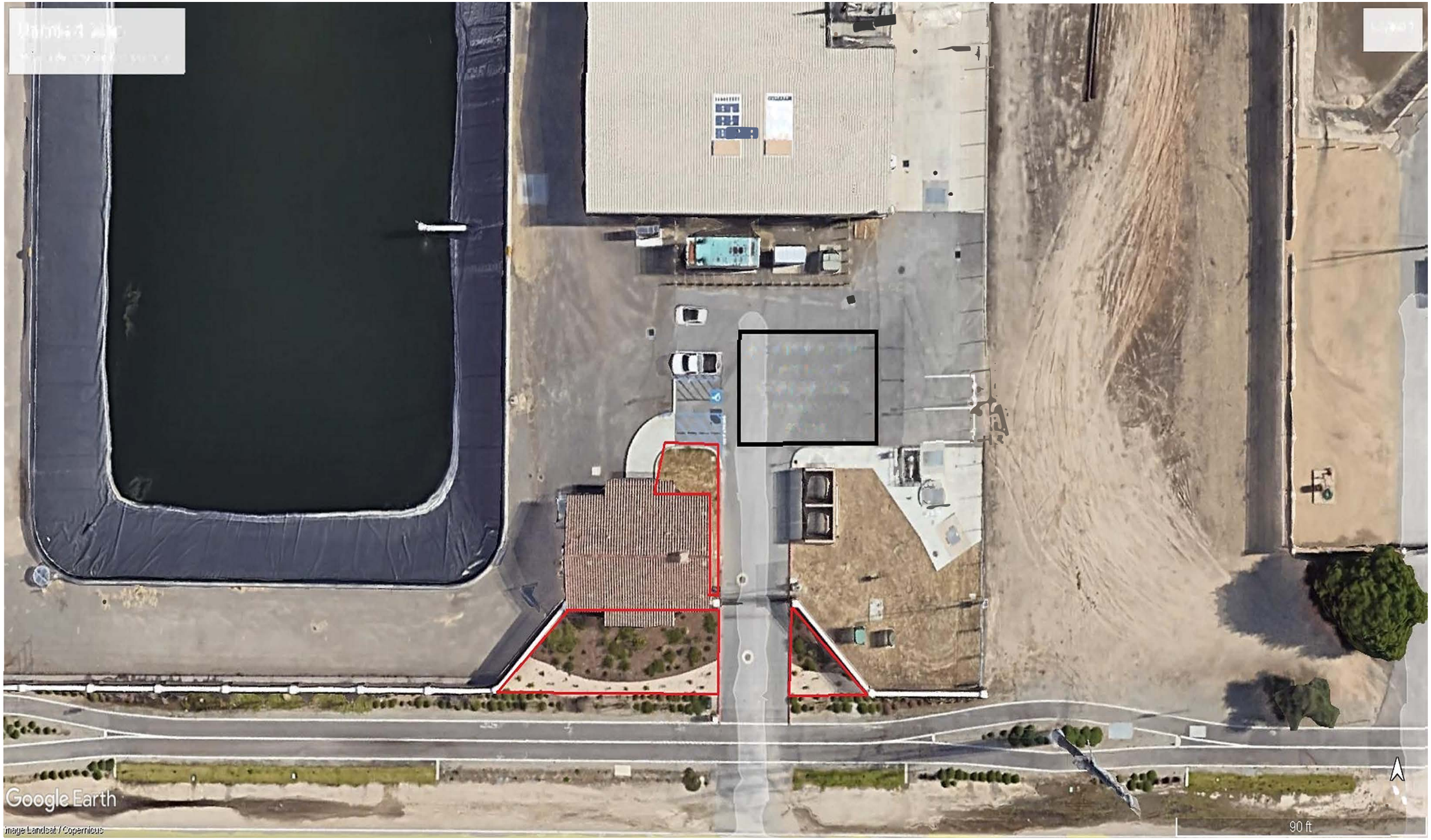
5607 W Jensen (2 of 2)

AREAS TO BE SERVICED

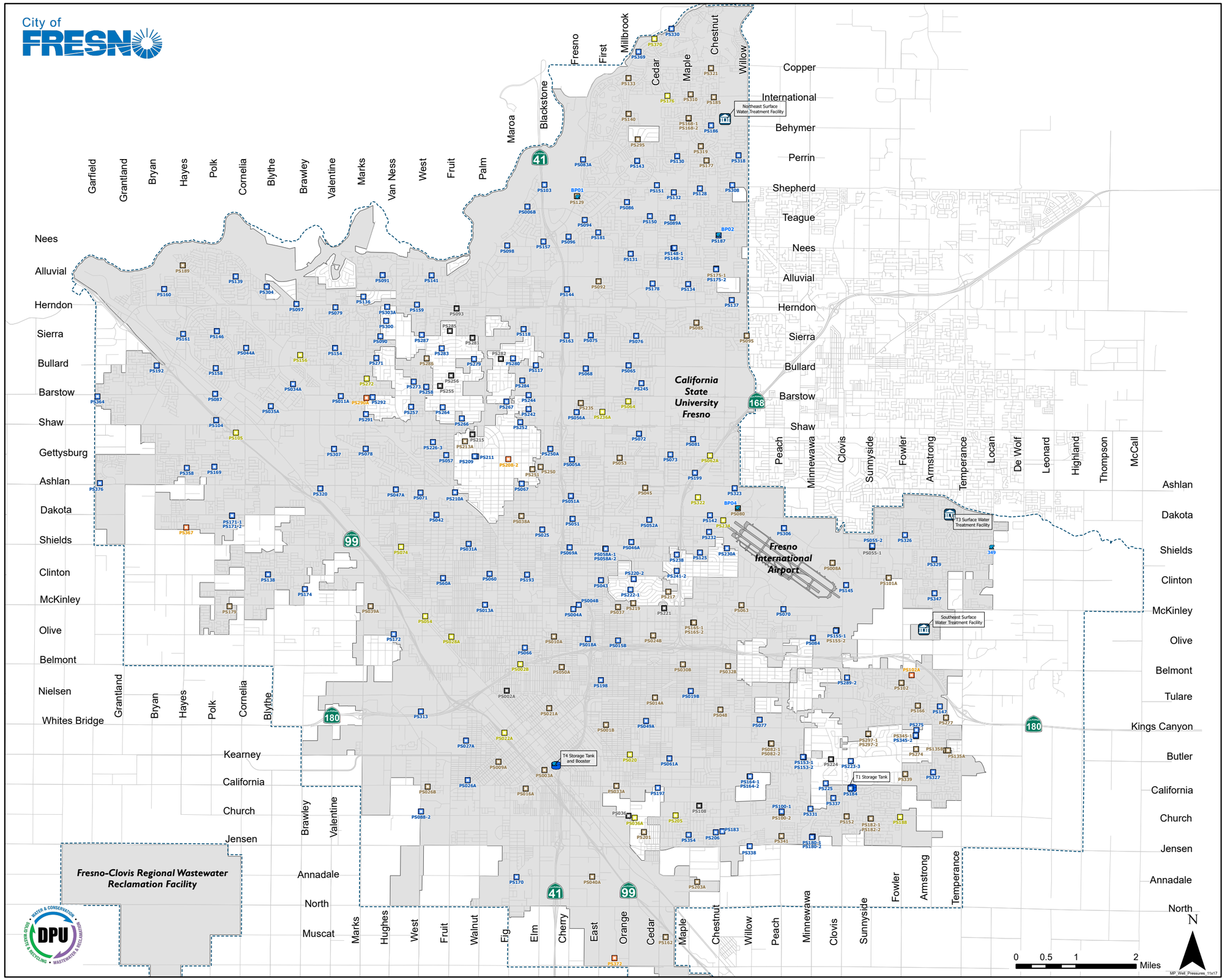
1. JENSEN/SEPTAGE AREA
2. OLD LABORATORY AREA
3. FIELD SHOP/PARKING AREA
4. ADMINISTRATION/MAINTENANCE AREA
5. COGENERATION/DIGESTER AREA
6. SECONDARY CLARIFIER AREA
7. HEADWORKS AREA
8. PRIMARY CLARIFIER AREA
9. DIGESTER/DEWATERING AREA



1660 E Copper Ave



Total Beds: 2,420



Legend

Well Status

- Active
- Proposed
- Short Term Outage
- Long Term Outage
- Abandoned
- Treatment Facility
- Storage Tank
- Booster Station
- City Limits
- Sphere of Influence
- sde.fire.TC_Runways

Updated: 1/13/2026

City of Fresno Water System Facilities

City of Fresno
Department of Public Utilities

	WELL	LOCATION	ADDRESS	Sq. Ft. *
1	1B	NWC Ventura/Second	3157 E Ventura	15,125
2	2B	White/Park	511 N. Park	13,299
3	3A	S/O F Street	1430 Santa Clara	7,535
4	4A	Fresno & Carmen	1545 N. Fresno	1,077
5	4B	NWC Fwy 41 & Mckinley	2633 E. McKinley	17,434
6	5A	Fresno & Gettysburg	4549 N. Fresno	3,267
7	6B	Del Mar & Riverview	8601 N. Del Mar	3,462
8	8A	Westover & Walker Way	5551 E. Westover	3,000
9	9A	Fresno & Collins	1138 Collins	8,749
10	10A	Santa Fe RR & Olive	2011 E. Olive	9,502
11	11A	Santa Fe & Barstow	3323 W. Barstow	3,273
12	13A	Palm & McKinley	315 E. McKinley	12,420
13	14A	Tulare & Eleventh	4064 E. Tulare	32,680
14	15B	SE/C Clay & Bond	3420 E. Clay Ave.	11,289
15	16A	California & Clara	2133 S. Clara	1,500
16	17	Cornelia &Van Ness	761 E. Cornell	6,750
17	18A	Angus & Clay	1118 N. Angus	4,275
18	19B	SWC Maple / Illinois	177 N. Maple	14,356
19	20	Butler & Orange	1354 S. Orange	726
20	21A	O btwn Fresno / Merced	1237 O Street	500
21	22A	Stanislaus & Fwy 99	1352 Stanislaus	2,200
22	24B	Olive & Eleventh	4045 E. Olive	9,100
23	25	Blackstone & Fedora	3613 N. Blackstone	19,364
24	26A	Fresno & California	1247 Cobb	625
25	26B	California btw Fruit & West	1151 W California	14,585
26	27A	Thorne & Chandler	105 W. Chandler	1,200
27	28A	Olive & Fruit	437 W. Olive	14,000
28	30B	Jackson/Belmont	511 N. Jackson	14,604
29	31A	Thorne & Shields	3224 N. Thorne	1,960
30	32B	NWC Belmont / Garden Aves.	4845 E. Belmont	16,947
31	33A	California & Hazelwood	2061 S Hazelwood Blvd.	14,593
32	34A	Gates & Figarden	5471 N Figarden Dr	1,799
33	35A	Gates & Herndon Canal	5245 N. Gates	1,350
34	36	Church & Orange	3591 E. Church	3,000
35	36A	Church & Orange	3632 E. Church	12,000
36	37	McKinley & Fourth	3404 E. McKinley	2,072
37	38A	College & Dakota	1104 E. Dakota	6,120
38	39A	McKinley & Marks	2664 W. McKinley	1,200
39	40A	Annadale & East	2960 E. Annadale	1,800
40	41	First & Sussex	3991 N. First	320
41	42	Dakota & Teilman	926 W. Dakota	7,556
42	43	Clinton & First	2311 N. First	200
43	44A	Cornelia & Escalon	6224 N. Cornelia	2,100

44	45	Ninth & Ashlan	3858 E. Ashlan	4,200
45	46A	W Millbrooks / N Shields	3291 N. Millbrook	10,315
46	47A	Hughes & Ashlan	4140 N. Hughes	16,998
47	48	N/KC Rd. & W/ Chestnut	332 S. Chestnut	1,940
48	49A	Ninth/Mono	3905 E. Mono	11,350
49	50A	S/Belmont E/Valeria	470 N. Valeria	13,385
50	51	Fresno & Robinson	3773 N. Fresno	1,164
51	51A	Fresno & Sussex	2421 E. Sussex	15,640
52	52A	Cedar/Dakota	3758 N Ninth	23,692
53	53	Gettysburg & Bond	3402 E. Gettysburg	3,300
54	54	Weber & Brooks	1478 N. Weber	16,245
55	55-2	Shields & Duke	5795 E. Shields	15,480
56	56A	San Jose/Fresno	415 E. San Jose	15,925
57	57	Gettysburg & Delno	704 W. Gettysburg	1,599
58	58A-1/58A-2	Southeast of First/Shields	3125 E. Simpson	9,481
59	60	Clinton & Wilson	2405 N. Wilson	875
60	60A	Vasser & Delno	728 W Vassar	16,639
61	61A	E Butler & E/O Cedar	4428 E. Butler Ave	11,998
62	62A	Gettysburg /Woodrow	4612 N. Woodrow	5,818
63	63	McKinley & Winery	4911 E. McKinley	1,900
64	64	Barstow & Fourth	5328 N. Fourth	1,198
65	65	Bullard & Flora	6001 N. Flora	3,174
66	66	San Pablo & La Sierra	1230 E. La Sierra Dr	2,581
67	67	Ashlan & College	4224 N. College	1,500
68	68	Bullard & Mariposa	5773 N. Mariposa	3,000
69	69A	W/Fresno S/Shields	3145 N. Fresno	14,542
70	70	McKinley/ Peach	1590 N. Peach	2,397
71	71	West & Ashlan	4105 N. West	900
72	72	Gearhart & Fairmont	4918 N. Gearhart	900
73	73	Gettysburg & Rowell	4325 E. Gettysburg	16,807
74	74	Shields & Sequoia	1853 W. Shields	3,647
75	75	Sierra & Callisch	608 E. Sierra	3,297
76	76	Millbrook & Sierra	1404 E. Sierra	2,781
77	77	N/KC Rd. & E/Willow	489 S. Adler	5,700
78	78	Marks & Emerson	4488 N. Marks	4,000
79	79	Herndon & Valentine	6779 N. Valentine	1,200
80	80	Chestnut & Winery	3903 N. Winery	18,000
81	81	Maple & Alamos	4588 E. Alamos	2,496
82	82-1/82-2	Lane & Peach	5130 E. Lane	11,042
83	83A	Friant & Ft. Washington	10 E. Audubon	1,500
84	84	Olive & Minnewawa	5403 E. Olive	1,200
85	85	Maple & Helm Canal	6724 N. Maple	11,836
86	86	Millbrook & Clovis W HS	8755 N. Millbrook	1,500
87	87	N/Motel /Barstow	5510 W. Barstow	1,500
88	88-2	NChurch E/West	2363 S. West	1,800
89	89A	Teague/ Chance	8414 N. Chance	1,800
90	90	Sierra & Pleasant	2605 W. Sierra	2,100

91	91	Alluvia/ Van Ness	2602 W. Alluvial	2,152
92	92	First & Pinedale	606 E. Pinedale	3,061
93	93	Herndon & Fruit	6798 N Fruit	2,128
94	94	Audubon & Friant	263 E. Audubon	7,113
95	95	Sierra & Willow	6525 N. Willow	1,500
96	96	Fresno & Nees	8151 N. Fresno	1,936
97	97	Herndon & McCampbell	3998 W. Herndon	2,499
98	98	Ingram & Nees	510 W. Nees	1,473
99	100-1/100-2	NEC Peach / Church	2375 S. Peach	25,000
100	101A	Clinton & Fowler	5885 E. Clinton	8,646
101	102	Belmont & Fowler	669 N. Fowler	1,946
102	103	Woodward Park	10 E. Audubon	1,500
103	104	Polk & Shaw	5070 N. Island Water Park	8,118
104	105	Dale & Fairmont	5171 W. Fairmont	10,463
105	108	Annoosian - N Pump/caved in	4656 E. Pitt	6,800
106	110	S Recreation N of Butler @ alley	1305 S Recreation	900
107	117	Bullard & Glenn	130 W. Bullard	2,700
108	118	College & Paul	6500 N. College	4,541
109	125	Shields & Maple	4630 E. Shields	2,500
110	128	SE Maple /Shepherd	2191 E. Shepherd	13,780
111	129	Friant S/O Shepherd	10 E. Audubon	1,500
112	130	Barton & Perrin	1695 E. Perrin	13,045
113	131	Nees & Millbrook	7886 N. Millbrook	12,073
114	132	Maple S/O Shepherd	1749 E. Serena	13,058
115	133	Millbrook S/O Copper	944 E. Olympic Dr	11,224
116	134	Maple S/O Alluvial	7410 N. Jackson	12,944
117	135-A/B	Apricot / Butler	404 S. Apricot	16,988
118	136	Herndon & Marks	2834 W. Fir	11,998
119	137	Chestnut S/O Fir	2711 E. Fir	13,800
120	138	Clinton & Blythe	4480 W. Clinton	6,000
121	139	Alluvial & Dante	5091 W. Alluvial	2,698
122	140	Millbrook & Ft. Washington	10178 N. Millbrook	16,627
123	141	Alluvial & Channing	7415 N. Channing	12,754
124	143	SE Perrin /Champlain	975 E. Perrin	11,684
125	144	NW Fresno /Howard	7229 N. Howard	13,414
126	145	E/O Clovis S/O Clinton	2308 N. Clovis	9,049
127	146	NEC Sierra/Polk	6462 N. Polk	12,015
128	147	N Kings Cnyn /Temperance	6722 E. Kings Canyon	2,100
129	148-1/148-2	Barton & Nees	1762 E. Jordan	13,504
130	150	Teague E/O Millbrook	1348 E. Teague	13,838
131	151	Champlain & Shepherd	1499 E. Champlain	4,896
132	152	SWC Church /Sabre	5640 E. Church	8,644
133	153-1/153-2	Butler & Villa	5339 E. Butler	18,000
134	154	Valentine & Figarden Dr.	6261 N. Valentine	13,750
135	155-1/155-2	SE Lamona /Walling	1310 N. Walling	13,939
136	156	Kadota & Brawley	4069 W. Kadota	11326
137	157	Blackstone & Nees	8065 N. Friant	17,661

138	158	Bullard/Polk	5552 W. Bullard	12,138
139	159	Herndon & W/O West	7022 N. Warren	13,581
140	160	Riverside Golf Course	7277 N. Sandrini	15,065
141	161	NEC Sierra /Grantland	5946 W. Sierra	17,381
142	162	Cedar S/O of Muscat	2091 E. Muscat	8,250
143	163	Fresno & N/O Sierra	282 E. Sierra	10,798
144	164-1/164-2	NWC Willow /McLain	1818 S. Willow	6,098
145	165-1/165-2	Maple & McKinley	1380 N. Maple	8,800
146	166	Armstrong Burgan	308 N. Armstrong	13,379
147	168-1/168-2	N/ Behymer	10163 N. Maple	13,068
148	169	Polk & Ashcroft	4287 N. Polk	12,169
149	170	MLK & Annadale	1084 E. Annadale	14,391
150	171-1/171-2	Dakota & Cornelia	5203 W. Dakota	13,068
151	172	NEC Olive & Hughes	2030 W. Olive	20,550
152	174	Clinton /Brawley	2224 N. Brawley	15,268
153	175-2	Alluvial /Chestnut	7611 N. Chestnut	7,593
154	176	Maple /International	1515 E. International	15,796
155	177	Perrin / Maple	2270 E. Brandon Ln.	14,822
156	178	Alluvial / Cedar (inside mini strg)	1037 E. Alluvial	10,450
157	179	S of McKinley & W of Cornelia	5235 W McKinley	5,861
158	180-1/180-2	N/ Jensen	2547 S. Minnewawa	11,761
159	181	First/Omaha Alignment	8240 N. First	13,939
160	182-1/182-2	SW Church/ Sunnyside	1551 S. Sunnyside	14,810
161	183	Chestnut & Byrd	2499 S. Chestnut	12,572
162	185	2000' East of Maple	2283 E. International	13,342
163	186	Chestnut /Behymer	2374 Behymer	8,238
164	187	990' NE Nees /Chestnut	8198 N. Chestnut	15,000
165	188	SWC Church / Fowler	2405 S. Fowler	11,360
166	189	Herndon & Polk	7535 N. Santa Fe	15,470
167	192	E/Bullard	5934 N. Bryan	11,900
168	193	Clinton/Del Mar	1237 E. Clinton	11,503
169	197	SW Cedar /California	2202 S. Cedar	2,730
170	198	McKenzie /First	315 N. First	11,001
171	199	C/O Maple /Holland	4390 N. Maple	8,159
172	201	NWC Barton Sq	3867 Barton Sq.	12,187
173	202	Backer & Grove	2485 S Backer	6,098
174	203A	E/Maple & S/Commerce	4650 E. Commerce	3,750
175	205	NE Barton /Church	2387 S. Barton	1,568
176	206	NE Byrd /Dearing	4773 E. Byrd	4,403
177	208	E/O N Wishon	4554 N. Wishon	13068
178	209	Gettysburg & Thorne	76 E. Gettysburg	4,773
179	210A	RR Track/Fruit & Ashlan	4104 N Fruit	43,560
180	211	SWC Harrison /Gettysburg	98 E. Gettysburg	1,954
181	212	S/O Gettysburg	4561 N. Wishon	23,417
182	213A	Santa Ana /Arthur	209 W. Santa Ana	12,649
183	217	NE Weldon /Cedar	4343 E. Weldon	5,270
184	218	Princeton near Bond	2764 N. Sixth	6,622

185	219	SE McKinley / Kenmore	1631 N. Seventh	6,679
186	220-2	N Millbrook & S Clinton	2331 N. Millbrook	7,503
187	221	Cedar & McKinley	1566 N. Cedar	3,003
188	222-1	Mayfair & Weldon	2022 Mayfair E	15,250
189	223-1/223-3	Butler & Columbia	5651 Columbia Dr. N	5,230
190	224	Fancher Creek	5538 E. Butler	26,823
191	225	Clovis & Columbia	Behind 5470 Columbia Dr Circle	2,000
192	226-3	Channing & Santa Ana	1035 W Santa Ana	16,065
193	228	Faces Clark St	2044 E. Buckingham	450
194	230A	E Shields E/O Chestnut	4820 E Shields	8,461
195	232	Sierra Vista & Dayton	4702 E. Dayton	4,518
196	234	Dakota & Chestnut	3753 N. Chestnut	15,769
197	235	Mariposa & San Ramon	5314 N. Mariposa	920
198	236A	San Jose W/O First	765 E San Jose	17,634
199	237	Mariposa & San Ramon	Triangle at intersection	750
200	238	Barton & Cornell	2937 N. Barton	3,798
201	239	Archie & Princeton	2747 N. Archie Ave	8,712
202	240	Behind CoCo Palms-Gate Combo 6325	2622 N Maple	8,712
203	241-2	Barton N/O Terrace	2529 N Barton Ave.	13,504
204	242	Del Mar & San Jose	5221 N. Del Mar	2,498
205	243	Maroa n/o Barstow	5485 N Maroa Ave	11,326
206	244	Barstow/ Del Mar	5405 N. Del Mar	3,602
207	245	7th Almendra	1494 E. Almendra	2,615
208	250	Holland Blackstone	1610 E. Indianapolis	4,250
209	250A	Effie/Gettysburg	4701 N Effie	12,500
210	251	Holland W/O Glenn	1377 E. Holland	2,465
211	252	College & Shaw	5027 N. College	3,249
212	253-1	McKenzie E/O Willow	5021 E McKenzie	14,810
213	255	Dovewood w/o Tellman	1603 W Dovewood Ln	5,663
214	256	Behind 1468 W Roberts	1458 W Roberts Ave	1,306
215	257	Forkner & San Bruno	5262 N. Forkner	2,000
216	258	Dovewood & Wrenwood	5700 N. West	3,516
217	264	Pacific & San Bruno	1557 W. San Bruno	2,828
218	265	Roosevelt s/o San Madele	5342 N Roosevelt Ave	4,792
219	266	Arthur & Keats	5099 N. Arthur	300
220	267	Barstow/Palm & Maroa	500 W. San Ramon	4,080
221	271	Briarwood & Mesa	6102 N. Briarwood	2,378
222	272	Browning & Roberts	5624 N. Marks	2,241
223	273	Browning / Forkner	2155 W. Browning	2,875
224	274	S/Liberty W/Burgan	383 S. Burgan	14,713
225	275	NW Burgan /Montecito	89 S. Burgan	800
226	277	Temperance - Armenian Home Entrance	6710 E. Kings Canyon	6,037
227	279	Mesa & Harrison	1135 W. Mesa	3,097
228	280	Maroa & Bullard	6103 N. Maroa	6,220
229	281	Thorne & Sierra	6350 N Thorne	3,585
230	282	Colonial s/o Stuart Ave	6095 N Colonial	3,480
231	283	Ellery & Sample	6249 N. Teilman	7,769

232	284	College & Browning	304 W. Browning	1,400
233	286	West/Stuart & Calimyrna	6102 N. West	300
234	287	West & Sierra	2056 W. Sierra	13,156
235	289-2	Sabre & S/Grant	393 N. Sabre	9,000
236	290	Van Ness & San Jose	5181 N. Van Ness	4,372
237	290-A	Marks & San Madele	2792 W San Madele	14,375
238	291	Marks & San Jose	5195 N. Cheryl	3,831
239	292	Barstow & Tahan	2725 W. Barstow	2,583
240	295	Plymouth & Yorktown	9443 N. Yorktown Dr.	4,922
241	297-1/297-2	Sunnyside /Alta	5747 E. Alta	17,424
242	300	Palo Alto & Pleasant	2545 W. Palo Alto	4,495
243	303	N Lafayette cul de sac	6780 N Lafayette Ave	11,326
244	304	Chennault/ Doolittle	7252 N. Blythe	4,000
245	306	Peach/ Dakota	5210 E. Airways Dr	12,000
246	307	NWC Marty / Valentine	4450 N. Marty	12,302
247	308	Shepherd E/Sommervill	9030 N. Winery	12,879
248	310	E Maple & International	10532 N. Maple	48,284
249	313	NWC West & HWY 180	410 S. West Ave.	18,656
250	318	SWC Eclipse & Fine	9503 N. Fine	13,067
251	319	E/Maple & N/Shepherd	9656 N. Sommerville	30,100
252	320	SWC Ashlan & Marty	3765 N. Marty	39,250
253	321	Chestnut/ Maple	2393 E. Copper	12,009
254	326	N/Fowler / N/Shields	3179 N. Fowler Ave.	8,500
255	327	Armstrong & Hamilton	750 S Armstrong	17,277
256	329	S/Armstrng E/Michigan	2819 N Filbert	11,985
257	330	Copper / Friant	11625 N Alicante Dr	12,006
258	331	Minnewawa & Belgravia	5397 E. Belgravia	10,722
259	337	S McMillin & Lorena	5545 E. Lorena	16,271
260	338	SWC Jensen & Willow	2610 S. Willow Ave	21,084
261	339	Fowler / Hamilton	832 S McArthur Ave	14,159
262	341	Peach N/O Jensen	2551 S. Peach Ave	13,506
263	342	Temperance / Mill Ditch	2176 N. Temperance	17,323
264	345-1/345-2	Burgan & Alta	185 S. Burgan Ave.	16,117
265	347	Armstrong S/Clinton	2220 N. Armstrong	17,640
266	349	Locan/Shields	3025 N Locan	17,705
267	354	SWC Maple / Byrd	2504 S Maple	15,721
268	358	N Hayes & W Ashcroft	4262 N Hayes	11,250
269	364	SEC Barstow & Garfield	5424 N Garfield	15,097
270	369	Friant/ N of Copper	11251 N. Alicante Drive	12,197
271	PS 370	Friant/N of Copper River Dr	11341 N. Alicante Dr	12,197
272	Outlot C	S/E California	1146 S Armstrong Ave	11,326

EXHIBIT D

ADMINISTRATIVE 9-1 INTEGRATED PEST MANAGEMENT POLICY

City of FRESNO

ADMINISTRATIVE ORDER NUMBER 9-1

SUBJECT: INTEGRATED PEST MANAGEMENT POLICY

Responsible Department: General Services
Date Issued: 09-15-2023
Date Revised:
Approved: *Signature on File*

Purpose

To establish an Integrated Pest Management (IPM) Policy to efficiently manage the use of pesticides[1] as a part of City of Fresno operations on City facilities, landscaped areas, and rights-of-way that may adversely impact water quality.

Background

The Fresno Metropolitan Flood Control District (District) is the lead agency in administering the Regional Storm Water Quality Management Program, as defined in the National Pollutant Discharge Elimination System (NPDES) permit and is the lead agency in coordinating with the California Regional Water Quality Control Board. This permit is regulated by the federal Clean Water Act and the state Porter-Cologne Act for discharges of stormwater. As part of the California Central Valley Regional Water Quality Control Board's Basin Plan Amendment and Total Maximum Daily Load for the Control of Pesticide Discharges in the Sacramento and San Joaquin River Basins, the City is required to implement a Pyrethroid Management Plan to manage pyrethroid insecticide discharges to the Maximum Extent Practical (MEP). The Pyrethroid Management Plan requires the adoption and implementation of an Integrated Pest Management (IPM) Policy.

For the purposes of this IPM policy, the City adopts the following University of California Statewide Integrated Pest Management[2] (UC-IPM) IPM definition:

IPM is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

Initially, this policy will focus on pests controlled by the use of pyrethroid insecticides and may expand to other pests and associated pesticides as necessary to meet regulatory requirements.

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1 https://www2.ipm.ucanr.edu/what-is-IPM/

Scope

The IPM Policy governs City employees and contractors hired by the City and persons acting under the authority of the City in the care and maintenance of City facilities, landscaped areas, and rights-of-way. The term “pesticides” is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

Policy

It is the policy of the City that:

1. Departments performing pest management will conform with the City’s IPM Policy.

2. The City’s IPM approach will include the following:

    a. Educate and train City employees in the IPM program, practices, and policy.

    b. Require City employees and pesticide application contractors to implement the IPM Policy on all City facilities, landscaped areas, and rights-of-way and to maintain records on and report the types and amounts of pesticides used, as well as IPM methods considered and used to prevent and control pests.

    c. Identify, evaluate, and minimize or eliminate conditions that encourage pest problems.

    d. Include information on pest biology, impacts, pest thresholds, monitoring frequency, and methods of control to prevent or reduce the incidence of pest problems.

    e. Efficiently manage the use of pesticides.

    f. Consider a range of activities that may assist in reducing reliance on pesticides that adversely impact water quality.

    g. Consider taking a “no-action” approach in addressing certain pest control issues.

    h. Review and consider available non-chemical options before using a chemical pesticide.

    i. Identify pests and appropriate method(s) of control

    j. Conduct monitoring and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods.

    k. Maintain records on IPM methods considered and used to prevent and control pests.

    l. Comply with all applicable local, state, and federal regulations, including pesticide use and reporting.

    m. Conduct decision-making based on the peer-reviewed science and data.

n. Use a combination of biological, cultural, physical/mechanical and chemical management tools.

o. Develop a list of resources for City employees to use when technical information is needed.

3. Prepare a report to the City Manager annually on the implementation of the IPM Policy. The report should include IPM methods implemented, the quantity of pesticide used, and the estimated cost of implementation.

Implementation

This IPM Policy shall be implemented by City departments that conduct or contract for pest management. A citywide IPM Plan shall be developed to guide implementation of this policy. Several areas important to the implementation of the IPM Policy are outlined below, including a description of the IPM Coordinator role.

1. Establish Citywide IPM Coordinator

   The General Services Department is designated as the Citywide IPM Coordinator and is responsible for coordinating with the departments involved in pest management to ensure that the IPM Policy is implemented.

   The primary responsibilities include the following:

   a. Provide education and training on IPM approaches and policy;

   b. Provide guidance and oversight for Departments regarding IPM Plan implementation;

   c. Develop and implement a common record keeping system;

   d. Gather data and prepare reports to demonstrate compliance with the IPM policy.

Definitions for use with this policy:

1. “Basin Plan Amendment” or “BPA” means the regulatory requirements for the Control of Pyrethroid Pesticide Discharges that was adopted by the Central Valley Water Board on June 8, 2017, with the adoption of Resolution R5-2017-0057. The BPA established measurable pyrethroid concentration goals and an implementation program for the control of pyrethroid pesticides that are or could potentially impact aquatic life in the Sacramento and San Joaquin River watersheds.

2. “Contractor” means a person, firm, corporation, or other entity, including a governmental entity that enters into a contract with the City for pest management services.

3. “Integrated Pest Management” or “IPM” means an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination

of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.[2]

4. "IPM Coordinator" means one or more staff member(s) designated by the Director of General Services who is responsible for the oversight and implementation of the IPM policy.

5. "IPM Policy" means this Integrated Pest Management Policy.

6. "Pest" means any pest as defined in Section 12754.5 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pest includes any of the following that is or is liable to become, dangerous or detrimental to the public health or the agricultural or nonagricultural environment of the State:

    a. Any insect, predatory animal, rodent, nematode or weed;

    b. Any form of terrestrial, aquatic, or aerial plant or animal, virus, fungus, bacteria or other microorganism (except viruses, fungi, bacteria or other microorganisms on or in living man or other living animals);

    c. Anything that the Secretary of the California Department of Food and Agriculture or the Director of Pesticide Regulation for the California Department of Food and Agriculture by regulation declares to be a pest.

7. "Pest Control Adviser" or "PCA" means any person possessing a current pest control adviser license issued by the California Department of Pesticide Regulation. The PCA license is required for making pest control recommendations in non-structural settings.

8. "Pest Control Operator" or "PCO" means any person possessing a current pest control operator license issued by the California Department of Pesticide Regulation. The PCO license is required when performing structural pest control.

9. Applicator, Field Representative and Operator are the three license types issued by the California Structural Pest Control Board (SPCB) who provide for the registration and licensing of persons engaged in such practice, and for the protection of the public in the practice of structural pest control.

10. Structural pest control is the control of household pests (including but not limited to rodents, vermin and insects) and wood-destroying pests and organisms or such other pests which may invade households or structures, including railroad cars,

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2 University of California Statewide IPM Program. https://www2.ipm.ucanr.edu/what-is-IPM/

ships, docks, trucks, airplanes, or the contents thereof.

11. “Pesticide” means pesticide as defined in Section 12753 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pesticide includes any of the following:

    a. Any substance or combination of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling or mitigating any pest which may infest or be detrimental to vegetation, man, animals or households or be present in any agricultural or nonagricultural environment whatsoever;

    b. Any spray adjuvant.

12. “Biological control” means biological control is the use of *natural enemies*—predators, parasites, pathogens, and competitors—to control pests and their damage. Invertebrates, plant pathogens, nematodes, weeds, and vertebrates have many natural enemies.

13. “Cultural controls” is the practice that reduce pest establishment, reproduction, dispersal, and survival. For example, changing irrigation practices can reduce pest problems, since too much water can increase root disease and weeds.

14. “Mechanical and physical controls” is to kill or trap a pest directly, block pests out, or make the environment unsuitable for it. Traps for rodents are examples of mechanical control. Physical controls include mulches for weed management, steam sterilization of the soil for disease management, or barriers such as screens to keep birds or insects out.

15. “Chemical control” is the use of pesticides only when needed and in combination with other approaches for more effective, long-term control. Pesticides are selected and applied in a way that minimizes their possible harm to people, nontarget organisms, and the environment.

EXHIBIT E

INTEGRATED PEST MANAGEMENT PLAN

DRAFT.

City of Fresno

Integrated Pest Management Plan

October 24, 2025

Prepared by:

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LIMITATIONS

Services provided by Blankinship, a BOWMAN Company were done in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services were performed. No warranty, express or implied, is included. This report is solely for the City of Fresno's use and information.

DRAFT.

City of Fresno
Integrated Pest Management Plan

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Attachment 1. IPM Policy

Attachment 2. List of Common Pyrethroid-Containing Products

City of Fresno
Integrated Pest Management Plan

1 BACKGROUND

Section 402(p) of the Clean Water Act requires municipalities with over 100,000 people and a municipal separate storm sewer system (MS4) to develop and implement a program to reduce pollutants discharged with storm water runoff to the maximum extent practicable. This program is administered through issuance of National Pollutant Discharge Elimination System (NPDES) permits by the Regional Water Quality Control Board (RWQCB).

On May 17, 2018, the Fresno Metropolitan Flood Control District, City of Fresno, City of Clovis, County of Fresno, California State University, Fresno obtained joint coverage under the General Permit for Discharges from Municipal Separate Storm Sewer Systems, Order R5-2016-0040 (herein referred to as the "Permit"). The Fresno Metropolitan Flood Control District (herein referred to as "Fresno Flood") is the lead agency for Permit implementation and coordination. The District owns and operates the region-wide MS4, which is made up of over 160 drainage areas containing more than 130 interconnected storm water basins. The City of Fresno (City) and other agencies are named as co-permittees because they have authority over land use in the urbanized areas and/or discharge into the MS4 subject to the Permit.

As part of the Permit requirements, the Permittees currently implement a stormwater program with several components that address pesticide management and reduction. These components include, but are not limited to, legal authority, public education and outreach, outreach to industrial and commercial facilities, and pollution prevention at municipal land use areas, facilities, and activities.

On June 8, 2017, the Central Valley RWQCB (Central Valley Water Board) adopted Resolution No. R5-2017-0057 to establish a Basin Plan Amendment (BPA) and TMDL (Total Maximum Daily Load) for the Control of Pyrethroid Pesticide Discharges in the Sacramento and San Joaquin River Basins.

As part of the Central Valley Water Board's BPA and TMDL, the City implements a Pyrethroid Management Plan and Integrated Pest Management (IPM) Policy to manage pyrethroid insecticide discharges to the Maximum Extent Practicable.

2 INTEGRATED PEST MANGEMENT OVERVIEW

IPM is defined by the University of California Statewide IPM Program as "an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment."

Invertebrates (insects, ticks, mites, or snails), plants (weeds), vertebrates (birds, rodents, and other mammals), nematodes, pathogens (bacteria, virus, or fungus) that cause disease, or other unwanted organisms may all be considered ***pests*** depending on the site-specific thresholds. Pests can cause damage to City facilities, impact human health and safety, transmit disease, or simply be a nuisance.

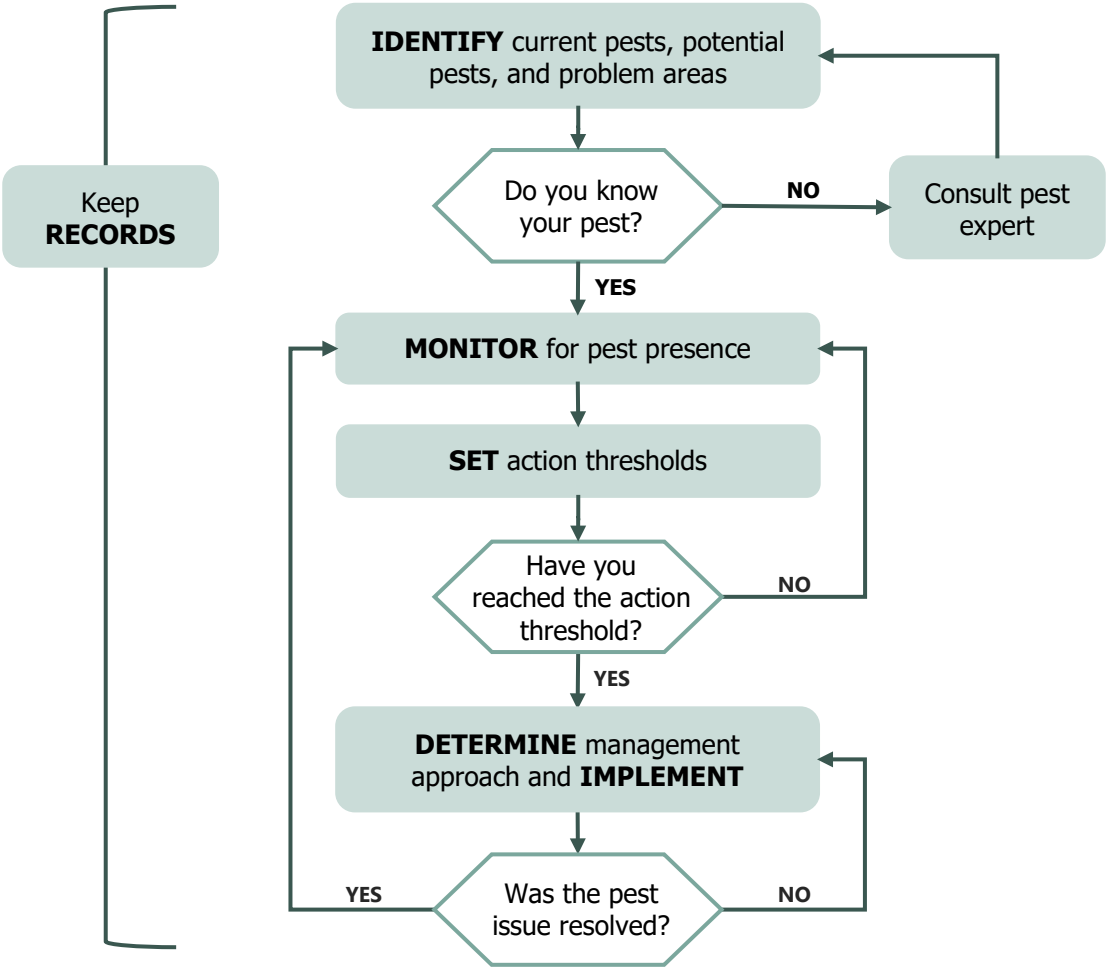
IPM programs generally consist of the following components:

1. Pest identification
2. Monitoring for pest presence
3. Establishment of action thresholds
4. Evaluation and implementation of one or more pest management techniques
5. Recordkeeping

IPM addresses the dynamic nature of pests and pest management systems by combining a variety of non-chemical and chemical techniques to increase the effectiveness of management activities and reduce or prevent unacceptable impacts to humans and the environment.

A flowchart summarizing the general components of IPM programs is shown in **Figure 1** below.

Figure 1. General IPM Flowchart



3 INTEGRATED PEST MANAGEMENT POLICY

The City's IPM Policy was issued by the Department of General Services under Administrative Order No. 9-1 on September 15, 2023. The IPM Policy governs City employees and contractors hired by the City acting under the authority of the City in the care and maintenance of City facilities, landscaped areas, and rights-of-way. Refer to **Attachment 1**.

The General Services Department is designated as the Citywide IPM Coordinator and is responsible for seeing that all departments performing pest management activities follow the IPM Policy and applicable local, state, and federal regulations. In addition, City Departments subject to MS4 Permit requirements are each responsible for designating an IPM Liaison that will oversee implementation of the IPM Policy and Plan within their Department and will be the primary point of contact with the IPM Coordinator.

4 INTEGRATED PEST MANAGEMENT PROGRAM

Integrated pest management (IPM) for insects can be accomplished using one or more cultural, physical/mechanical, biological and chemical control techniques. Chemical control techniques include the use of pesticides. Insecticides are a type of pesticide that is specific to the control of insects. A particular class of insecticides, called pyrethroids, are synthetic analogs of pyrethrum, a naturally occurring class of chemicals found in chrysanthemum plants. If allowed to reach aquatic resources like rivers, streams, lakes and riparian areas, pyrethroid insecticides may adversely impact aquatic organisms. Numerous City-owned or operated facilities, including park sites, athletic fields, golf courses, landscaped medians, and other landscaped areas abut or may drain to one or more aquatic resources. Therefore, the purpose of the City's IPM program is to reduce reliance on the use of pyrethroid insecticides for the management of insects in order to better protect aquatic resources. This section outlines the primary components of the City's IPM program.

4.1 Pest Identification and Monitoring

The correct identification of current and potential future pests is the first step in the City's IPM approach. Proper pest identification and pest population monitoring enables pest managers to more easily and effectively prevent and respond to pest problems. Common insect pests managed under the IPM program include wasps, spiders, fleas, ticks, roaches and ants.

Information gained through pest identification can help answer questions such as:

- What kind of damage is this pest capable of causing if no action is taken?
- What is the most susceptible stage of the pest's life cycle and what life stage is the pest currently in?
- Which IPM methods are most effective against this pest?
- Does this pest pose an immediate threat to health and safety?
- Does this pest pose a threat to infrastructure?
- What kinds of conditions are conducive to this pest?

Pest identification and monitoring should be performed prior to the implementation of control measures as this process provides important information about why and how the pest population should be managed. Monitoring and assessment of pest problems is to be performed by designated personnel or contractor knowledgeable of IPM methods. In addition to visual assessments, tools such as sticky traps and roach monitors can be used for pest monitoring.

When control measures are implemented, follow-up monitoring should be performed to determine the effectiveness of the control measures and inform necessary next steps.

4.2 Setting Action Thresholds

An ***action threshold*** is a predetermined point at which action is taken based on the pest management objective for the site. The pest management objective describes the goals of the action and when acceptable results are expected. Pest management objectives can be similar across multiple sites or unique to a specific site and are established by giving consideration to the purpose and conditions of the site, pest problems, regulatory requirements, and resources available.

When monitoring indicates that pest populations exceed action thresholds, action should be taken to manage the pest to a level such that they do not adversely affect City operations or the health and safety of staff or the community. Department IPM Liaisons are responsible for working with the contractors hired to maintain City property to determine appropriate action thresholds to be implemented in the sites being maintained.

Tolerance for the presence of pests is based on the risk posed by exposure to the pest or its damage. For example, insects that pose a health and safety risk or must be controlled to comply with regulatory requirements may have a very low or zero action threshold. Insects that are simply a nuisance typically have a higher action threshold.

4.3 Selection and Implementation of Control Measures

As discussed earlier, pest prevention and suppression are important control methods and are typically the first tool used to address pests. If prevention or suppression alone do not reduce pest presence to acceptable levels, a combination of other control techniques described in this subsection are used.

4.3.1 Non-Chemical Controls

Non-chemical IPM control methods can be generally categorized as cultural, physical/mechanical, and biological controls and should be implemented where feasible as an alternative to pesticide use.

Cultural controls are preventative measures and behavioral practices that hinder a pest's ability to establish, reproduce, disperse, and survive. In other words, cultural controls are intended to make site conditions less conducive to pest activity. Although IPM programs are intended to employ other control measures only after monitoring shows that control is needed, implementing cultural controls before pests become a problem is highly encouraged. Examples of cultural controls include regularly maintaining a clean kitchen environment and removal of spider webs to make the site less attractive to insect pests.

Physical/mechanical controls are practices that kill or damage a pest directly, physically block or prevent pest entry, or make the environment unsuitable for pests. Examples of mechanical/physical controls for insect pests include sealing off entry points (exclusion work), traps, power washing, manual removal, and swatting.

Biological control is the use of natural enemies or other species to manage pests, typically in an effort to restore, enhance, or mimic naturally occurring conditions. An example of biological control of insects is the use of mosquito fish (*gambusia*) to control mosquitoes in surface water.

4.3.2 Pesticide Use

If non-chemical control techniques are ineffective, or their effectiveness is expected to be enhanced by the use of a pesticide, then pesticide use will be considered. The selection of a pesticide will consider the following criteria in this order:

1. Regulatory compliance
2. Human health and safety
3. Environmental health and safety
4. Product cost and efficacy against the target pest

The selection of a pesticide should prioritize the use of the lowest risk pesticide that is effective against the target pest. Risk is generally defined as the possibility of loss or injury and cannot be determined by the use of toxicity information alone. When assessing risk resulting from pesticide use, the following factors must be considered:

- Acute and chronic toxicity
- Duration, frequency and route(s) of exposure to staff and the public
- Environmental impacts to water, air, and non-target wildlife

To minimize the risk that may result from pesticide exposure, a combination of these criteria must be used to inform pesticide selection. Ideally, a pesticide with low acute and chronic toxicity, no adverse impacts to water, air and non-target wildlife and a low level of exposure to aquatic resources staff and the public is preferentially selected.

The City primarily hires contractors to maintain City properties, including the use of pesticides as needed. Pesticides should only be used when they can be applied in a manner and at a time that minimizes the potential for human exposure, offsite movement, and other non-target impacts. Pesticide use by contractors, if any, must adhere to contract language pertaining to IPM, the IPM Policy, and this IPM Plan. All pesticide applications must be made consistent with label instructions, applicable laws and regulations, and PCA written recommendations.

4.3.2.1 Use of Pyrethroids

The use of insecticide products containing the following pyrethroid active ingredients should be minimized to the extent feasible:

- Bifenthrin
- Bioallethrin
- S-bioallethrin
- Cyfluthrin
- Beta-cyfluthrin
- Gamma-cyhalothrin
- Lamba-cyhalothrin
- Cypermethrin
- Deltamethrin
- Esfenvalerate
- Fenpropathrin
- Permethrin
- Phenothrin
- Prallethrin
- Resmethrin
- Tau-fluvalinate
- Tetramethrin

To the extent feasible, use of insecticide products containing one or more of the pyrethroids listed above should be avoided. A list of example products that contain pyrethroids is provided in **Attachment 2** for general reference.

If pyrethroids are needed, applications should only be made when evidence of pests is observed. Importantly, use of pyrethroid-containing products should be avoided in areas abutting aquatic resources or that may drain to them. Applications to impervious surfaces, particularly in areas prone to wash off from rain or irrigation, should be minimized. Acceptable application methods include:

- Spot treatment with a treated area size of up to 2 ft^2
- Crack and crevice treatments
- Pin stream applications with a 1-inch or smaller footprint
- For buildings, perimeter band treatments up to a maximum height of two feet above the grade level
- Baits in weatherproof bait stations

Do NOT make applications of pyrethroid-containing products to:

- Sewer, storm drain, drain intake, or curbside gutters
- Components of a constructed drainage system that drains to a sewer, storm drain, curbside gutter, or aquatic habitat, including visible drainage grate connected to a drain pipe or a visible French drain to a landscaped dry river bed, swale, or trench filled with gravel
- Soil surfaces, mulch, grass, turf, groundcover, or horizontal impervious surfaces with standing water, including puddles
- Mulch, groundcover or turf, or construction/building materials for the control of wood destroying organisms (beetles, ants, termites, etc.) within 25 feet of either: a storm drain or a location that may be expected to drain to an aquatic resource such as a lake, stream, river, pond, or swale.
- Any location during periods of rain or when rain is forecasted within 24 hours

In addition to the practices above, refer to the Pyrethroid Management Plan for additional information on management practices that, taken as a whole, may reasonably be expected to effectively reduce pyrethroid levels in the municipal stormwater discharges.

4.4 Training and Qualifications

Contractors hired to maintain City property should be knowledgeable on IPM, pesticide laws and regulations, contract requirements, the IPM Policy, and the IPM Plan. It is highly encouraged that companies hired to provide pest management services on City property employ at least one licensed PCA.

City staff responsible for implementing IPM are to receive education and training on IPM practices and the IPM Policy. Training may be provided by the IPM Coordinator, their designee, consultant, or other knowledgeable resource. This will be coordinated by the IPM Coordinator on an annual basis or other frequency as deemed appropriate.

City staff who handle pesticides must receive handler training consistent with the requirements of 3 CCR 6724 prior to activities involving the mixing, loading, or application of each pesticide. Training is to be coordinated by the IPM Coordinator on an annual basis or more frequently as needed. Pesticide training documentation includes a Handler Safety Training Record for each employee in addition to a Written Training Program. Sample templates that may be used for this pesticide training documentation are provided in Attachment 3 and Attachment 4, respectively. These training records will be maintained by Department IPM Liaisons for a minimum of two years.

Individuals holding a Qualified Applicator Certificate (QAC) or a Pest Control Adviser (PCA) license issued by the California Department of Pesticide Regulation (DPR) are considered adequately trained and are instead responsible for completing the Continuing Education Units (CEUs) necessary to maintain licensure.

4.5 Recordkeeping and Reporting

Maintaining records of pest problems and implementation of IPM practices provides valuable information on the overall implementation and effectiveness of the IPM program. Year-to-year records can be used to identify and track trends, progress toward pyrethroid reduction goals, and inform future decision-making.

Recordkeeping and reporting responsibilities of the various entities with IPM program roles are summarized below.

4.5.1 City Staff Who Conduct Pest Management Activities

Prior to conducting pesticide applications, City staff who conduct pest management are responsible for submitting the following to their Department IPM Liaison for review and approval:

- List of products intended to be used, including product name, EPA registration number, and active ingredient(s)
- Intended pest(s) and location(s) of use
- Methods used to prevent or reduce pyrethroid-containing products from entering aquatic resources
- PCA recommendations

City staff are also responsible for recording and providing to the Department IPM Liaison the following pesticide use information:

- Date, time, and location of the pesticide application
- Personnel making the application
- Trade name and active ingredient(s) of pesticide product(s) applied
- Interior or exterior application
- Application method and rate
- Total amount of product(s) applied

4.5.2 Pest Management Vendors Under Contract with the City

Pest management contractors are responsible for submitting Pesticide Use Reports to the Fresno County Agricultural Department for pesticide applications they conduct on City property.

In addition, contractors making pesticide applications on City property are responsible for the preparation of invoices which include details including, at minimum:

- Date, time, and location of the pesticide application
- Personnel making the application
- Trade name and active ingredient(s) of pesticide product(s) applied
- Interior or exterior application
- Application method and rate
- Total amount of product(s) applied

Additional information that is encouraged but not currently required includes but is not limited to:

- Reason(s) for the pesticide application
- Date of last pesticide application
- Recommendations on practices that should be followed to prevent or reduce ongoing pest problems
- Methods used to prevent or reduce pyrethroid-containing products from entering aquatic resources
- PCA recommendations

Service invoices are to be sent to the Citywide IPM Coordinator or their designee.

If the use of a California Restricted Material is determined to be necessary, vendors are first required to obtain a restricted materials permit from the County Agricultural Department and provide a copy of associated documentation to the Department IPM Liaison.

4.5.3 Department IPM Liaisons

The Department IPM Liaison is responsible for maintaining IPM Program records such as staff training records, pesticide labels and Safety Data Sheets (SDSs), PCA written recommendations, and pesticide use data for their Department.

The Department IPM Liaison or their designee is also responsible for submitting Pesticide Use Reports for pesticide applications conducted by City staff to the Fresno County Agricultural Department on a monthly basis as appropriate. Monthly pesticide use reporting is required for

all City-applied pesticides including but not limited to herbicides, insecticides, rodenticides, and fungicides. Monthly pesticide use reporting for contractor-applied pesticides is the responsibility of the contractor.

No less than annually, at the conclusion of each fiscal year, Department IPM Liaisons provide the Citywide IPM Coordinator with pesticide use data for applications conducted by Department staff during the most recent fiscal year. Information regarding Best Management Practices implemented by the Department to reduce the potential for pyrethroid pesticide discharges should also be provided.

Use of California Restricted Materials by City staff is not anticipated; however, in the event that the use of such products is deemed necessary, the Department IPM Liaison is responsible for seeing that applicable regulatory requirements such as obtaining a restricted materials permit from the County Agricultural Department are followed.

4.5.4 Citywide IPM Coordinator

The Citywide IPM Coordinator is responsible for maintaining contractor invoices and associated pesticide use data for applications made by contractors. Additionally, the Citywide IPM Coordinator is responsible for compiling all pesticide use records from the most recent fiscal year in a tabular format, preparing an annual progress report on the City's implementation of the Pyrethroid Management Plan, and annually transmitting this information to the Flood Control District to maintain MS4 Permit compliance. The purpose of the progress report is to document the Best Management Practices that have been implemented, evaluate pyrethroid discharges with respect to regulatory pyrethroid triggers, and identify, as needed, effective actions to be taken in the future to reduce pyrethroid discharges. Additional information relevant to the preparation of annual progress reports can be found in the Pyrethroid Management Plan.

Annually, the Citywide IPM Coordinator is responsible for preparing a summary report to the City Manager on the implementation of the IPM Policy, including IPM methods implemented, the quantity of pesticide used, and the estimated cost of implementation.

5 ROLES & RESPONSIBILITIES

The roles and responsibilities of IPM program constituents as described in this Plan are summarized in **Table 1** below. Additional detail on roles and responsibilities can be found in **Section 4** above.

Table 1. Summary of IPM Program Roles and Responsibilities

	City Staff	Contractors	Dept. IPM Liaisons	IPM Coordinator
Pest ID & Monitoring	✓	✓		
Set Action Thresholds		✓	✓	
Select & Implement IPM Control Measures	✓	✓		
Coordinate and/or Provide Necessary Training			✓	✓
Recordkeeping & Reporting	✓	✓	✓	✓
IPM Policy & Plan Compliance Verification			✓	
Regulatory Compliance Verification				✓

6 INTEGRATED PEST MANAGEMENT RESOURCES

Laws and Regulations:

- California Department of Pesticide Regulation (DPR): https://www.cdpr.ca.gov/
- Structural Pest Control Board (SPCB): https://www.pestboard.ca.gov/

IPM Research and Best Practices:

- University of California Statewide IPM Program: https://ipm.ucanr.edu/
  - Green Bulletin Newsletter: https://ipm.ucanr.edu/home-and-landscape/green-bulletin/
  - Pest Notes: https://ipm.ucanr.edu/PMG/menu.house.html
- University of California Riverside Urban Entomology Program: https://urban.ucr.edu/
  - Recent Research: https://urban.ucr.edu/research-and-discoveries

Attachment 1
IPM Policy (Placeholder)

Attachment 2
List of Common Pyrethroid-Containing Products
(Placeholder)

Attachment 3
Sample Handler Safety Training Record Template (Placeholder)

Attachment 4
Sample Written Handler Training Program Template (Placeholder)

CITY OF FRESNO
GENERAL SERVICES DEPARTMENT

Brian Barr, Director
2101 G. Street, Building A
Fresno, CA 93706
www.fresno.gov

ADDENDUM NO. 1
Requirements Contract for Citywide Weekly Landscape Maintenance Services
Bid File #9716

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., Tuesday, March 10, 2026**.

All changes and or clarifications will appear in **bold underlined type**.

Question 1:

During the pre-proposal meeting, the City advised that for the Signature Pages, proposers should provide corporate documents identifying the authorized signatory and that notarization is not required. However, the checklist on page 12 indicates that a notary acknowledgment in corporate form is required for the Signature Pages. We are a corporation and intend to submit our Articles of Incorporation / corporate authorization documents, executed by our Board Chairman, authorizing our Vice President of Contracts to sign the proposal on behalf of the company. Please confirm that neither the Signature Page nor the corporate authorization documents (e.g., Articles of Incorporation or board authorization) are required to be notarized for RFP 9715 and RFP 9716.

Answer:

Signature pages must include (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

Question 2:

Can you confirm All irrigation part replacements costs(major and minor) are the contractor's responsibility?

Answer:

Yes

Question 3:

Can you provide a copy of the pre-bid sign sheet?

Answer:

This is available on Planet Bids under the Documents tab.

Question 4:

Do you have an approximate Award Date?

Answer:

Approximately between May and June 2026. However, per the RFP document, the Time Period to Award is 120 days.

Question 5:

Are there any reports that need to be submitted and how often?

Answer:

- **Landscape Maintenance schedule at beginning of contract**
- **Annual- Fertilization schedule**
- **As needed - Pesticide Usage (product data, application methods, application amounts)**

Question 6:

Are these contracts low bid awards?

Answer:

This is a Request for Proposals, and an award will be made to the proposer who provides the best value as determined by the Evaluation Committee. Please see evaluation criteria on pages 7 and 8 of the specifications under "Selection Process and Evaluation Criteria".

Question 7:

Are there any changes to the scope of work?

Answer:

There are changes in the frequency of work. See Question 9

Question 8:

Regarding maintenance for the well sites identified on pages 110-115 of Exhibit C Department of Public Utilities, could you please provide the desired/required service intervals by location?

Answer:

There are changes in the frequency of work. See Question 9

Question 9:

Are service frequencies weekly or performance based?
Answer:

Department of Public Utilities

The well sites are to be serviced monthly with the exceptions of:

PS 14A = weekly
PS 222-1 = biweekly
Leaky Acres = biweekly
Water Yard = weekly

NESWT Facility = weekly
SESWT Facility = weekly

Question 10:

Are irrigation repairs an additional service?

Answer:

This is part of the scope of work

Question 11:

Will there be irrigation check inspections before the new vendor takes over?

Answer:

No.

Question 12:

Will vendor be reimbursed for any dump fees or landfill?

Answer:

All fees should be included in the proposal cost

Question 13:

Is Mulch in the contract pricing or is that a separate cost for the vendor of the City?

Answer:

All fees should be included in the proposal cost

Question 14:

If the vendor buys the flowers and plants, will they be reimbursed?

Answer:

All fees should be included in the proposal cost

Question 15:

QAC – is this something must have in house or is this something we can subcontract?

Answer:

It may be subcontracted

Question 16:

Do you have a number of acres that can be awarded to one contractor or can it all be awarded to one?

Answer:

All can be awarded to one contractor

Question 17:

Who will they report the use of pesticides to, the city?

Answer:

The City of Fresno department contact

Question 18:

Will we be required to check in and out at each location?

Answer:

No.

City of Fresno

MELISSA PERALES
Purchasing Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: _____

Company: _____

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1
March 5, 2026