



City Council Staff Report

DATE: June 1, 2016

NEW BUSINESS

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO MARIPOSA LANDSCAPES, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$1,494,970.76 FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES, INVITATION FOR BIDS NO. 16-02

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

Award of this contract will allow the City to continue providing required landscape and grounds maintenance services at all City parks, facilities, landscaped medians and parkways, landscape Assessment Districts, and at the Airport.

RECOMMENDATION:

1. Award an initial one year Contract Services Agreement for Landscape and Grounds Maintenance Services (Agreement No. ___) to Mariposa Landscapes, Inc., a California Corporation, in the amount of \$1,494,970.76 for the services identified in Bid Schedules A through F, inclusive, (excluding the full amount of \$929,480 for Bid Schedule G for annual tree trimming services);
2. Authorize a Contract Change Order and issuance of an additional Purchase Order in the amount of \$339,880 in accordance with the unit prices identified in Bid Schedule G for annual tree trimming services;
3. Authorize the City Manager to approve and execute Contract Change Orders up to an additional cumulative amount of \$100,000 for additional or emergency landscape, grounds maintenance or tree trimming services; and
4. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City has historically contracted for landscape and grounds maintenance services since 1995, privatizing these services in an effort to reduce General Fund operating and maintenance costs. Most recently, on June 5, 2013, the City Council awarded a contract

ITEM NO. S.E.

in the amount of \$1,171,577 to Golden Valley Construction for a contract term of three years, expiring on June 30, 2016. In preparation for the expiration of the current contract, staff prepared comprehensive landscape and grounds maintenance service specifications for bidding, inclusive of various areas at the Palm Springs International Airport. Currently, landscape and grounds maintenance services at the Airport are provided by City employees; commencing with this contract on July 1, 2016, staff is recommending that these services be transferred to a private contractor allowing the existing Airport employees to be utilized for other maintenance services throughout the Airport. No Airport employees will suffer loss of employment as a result of an award of this contract.

As detailed in the contract specifications, the scope of work includes landscape and grounds maintenance services, including tree trimming services, of landscaped parkways and medians, at City parks, and at various City facilities, including:

- Landscape and grounds maintenance, and tree trimming, at 10 City parks consisting of approximately: 89.8 acres of turf, 2,000 trees, and 150 acres total maintained areas.
- Landscape and grounds maintenance, and tree trimming, at 16 various City facilities consisting of approximately: 3.4 acres of turf, 800 trees, and 15 acres of total maintained areas.
- Landscape and grounds maintenance, and tree trimming, at 27 various areas of parkways and/or medians consisting of approximately: 2.6 acres of turf, 1,600 trees, and 30.6 acres of total maintained areas.
- Landscape and grounds maintenance, and tree trimming, at 8 separate Landscape Maintenance Districts consisting of approximately: 2.1 acres of turf, 700 trees, and 11.5 acres of total maintained areas.
- Landscape and grounds maintenance, and tree trimming, at 19 separate "Zones" of Airport property consisting of approximately: 8.5 acres of turf, 18 acres of desert landscape, 13.4 acres of native landscape, 500 trees, and 40 acres of total maintained areas.
- Palm tree trimming services along designated streets, including Palm Canyon Dr. and Indian Canyon Dr., consisting of approximately 1,000 palm trees.

Overall, the scope of this contract includes landscape and grounds maintenance, and tree trimming services for a total of approximately 247.5 acres of landscaped areas, parkways, and medians, including 106 acres of turf, and 6,600 trees.

Prior landscape and grounds maintenance service contracts awarded by the City had segregated the services with two separate contracts: one for City parks and facilities, and a second for landscape medians, parkways and Assessment Districts. In these prior contracts, segregating these services proved unsuccessful, and the City merged the services under one contract. The most recent contract awarded to Golden Valley Construction combined all required landscape services under a single contract.

Staff coordinated bidding of this contract through the Procurement and Contracting Division, as Invitation for Bids No. 16-02. The contract specifications were advertised in the Desert Sun on March 17 and March 24, 2016. The notice inviting bids was widely distributed to all registered landscape contractors, as well as ten various construction plan rooms providing bid coordination throughout the entire southern California area. During the bidding process, three landscape contractors had registered to bid, however, despite the City's efforts to widely solicit bids for this contract, on May 5, 2016, the City received one responsive bid from Mariposa Landscapes, Inc., from Irwindale, California.

The City's bid specifications identified separate Bid Schedules for the various types of landscape and grounds maintenance services. The bid submitted by Mariposa Landscapes, Inc., identifies costs for these services as follows:

Bid Schedule A (10 City Parks & 5 Trail Heads):	\$672,840.12
Bid Schedule B (16 City Facilities):	\$152,179.08
Bid Schedule C (27 Landscaped Parkways & Medians):	\$175,207.80
Bid Schedule D (8 Landscape Assessment Districts):	\$69,633.24
Bid Schedule E (19 Landscape "Zones" around the Airport):	\$286,152.12
Bid Schedule F (Annual Turf Re-Seeding):	\$138,958.40
Bid Schedule G (Annual Tree Trimming):	\$929,460.00

The total bid submitted by Mariposa Landscapes, Inc., was for \$2,424,450.76.

As a way to demonstrate the cost difference for directly comparable scopes of work, Table 1 provides a direct comparison of the contract prices previously awarded to Golden Valley Construction vs. the new contract prices with Mariposa Landscapes for the City Parks, and Table 2 provides a direct comparison of the contract prices for City Facilities.

Golden Valley Construction		Mariposa Landscapes, Inc.	
Baristo Park	\$ 4,080.00	Baristo Park	\$ 17,486.76
Demuth Park	\$ 156,000.00	Demuth Park	\$ 184,724.52
Desert Highland Park	\$ 57,140.00	Desert Highland Park	\$ 55,025.76
Dog Park & Co-Gen Complex	\$ 4,500.00	Dog Park & Co-Gen Complex	\$ 35,108.40
Frances Stevens Park	\$ 10,740.00	Frances Stevens Park	\$ 33,353.04
Gene Autry Trail Park	\$ 5,000.00	Gene Autry Trail Park	\$ 7,291.80
Ruth Hardy Park	\$ 63,930.00	Ruth Hardy Park	\$ 98,506.20
Sunrise Park	\$ 105,510.00	Sunrise Plaza	\$ 141,514.08
Victoria Park	\$ 23,010.00	Victoria Park	\$ 60,562.08
Wellness Park	\$ 16,500.00	Wellness Park	\$ 22,381.68
Trail Heads	\$ 7,200.00	Trail Heads	\$ 16,885.80
Total	\$ 453,610.00	Total	\$ 672,840.12

Table 1

Golden Valley Construction		Marisposa Landscapes, Inc.	
Animal Shelter	\$ 21,600.00	Animal Shelter	\$ 19,224.60
City Corporate Yard	\$ 8,500.00	City Corporate Yard	\$ 10,030.20
City Hall	\$ 28,000.00	City Hall	\$ 29,061.96
Demuth Community Center	\$ 5,100.00	Demuth Community Center	\$ 14,209.56
CVEP Building	\$ 11,100.00	CVEP Building	\$ 15,045.36
Fire Station #1 & Henry Frank Arcade Lot	\$ 700.00	Fire Station #1 & Henry Frank Arcade Lot	\$ 7,522.68
Fire Station #2	\$ 7,000.00	Fire Station #2	\$ 5,015.16
Fire Station #3	\$ 2,500.00	Fire Station #3	\$ 417.96
Fire Station #4	\$ 4,800.00	Fire Station #4	\$ 1,671.72
Fire Station #5	\$ 4,200.00	Fire Station #5	\$ 5,015.16
Fire Training Facility	\$ 1,100.00	Fire Training Facility	\$ 1,157.28
Household Hazardous Waste Disposal Facility	\$ 5,400.00	Household Hazardous Waste Disposal Facility	\$ 6,686.88
Palm Springs Train Station	\$ 4,500.00	Palm Springs Train Station	\$ 7,415.52
Palm Springs Visitor's Center	\$ 4,200.00	Palm Springs Visitor's Center	\$ 5,015.16
Police Department	\$ 11,500.00	Police Department	\$ 22,375.20
Police Department Equestrian Center	\$ 7,200.00	Police Department Equestrian Center	\$ 2,314.68
Golden Valley Construction	\$ 127,400.00	Marisposal Landscaping, Inc.	\$ 152,179.08

Table 2

Staff is recommending that the City Council award a contract for a one year term to Mariposa Landscapes, Inc., inclusive of Bid Schedules A through F, but excluding the full cost of the annual tree trimming identified in Bid Schedule G. The recommended contract amount is \$1,494,970.76 for all services excluding annual tree trimming.

Bid Schedule G provided a means for the contractor to identify unit prices for various tree trimming services, and identified estimated quantities of required tree trimming City wide. In the bid specification, the City identified the following for required tree trimming services:

- Tree Trimming (Aesthetic / Full Trim): 3,100 trees
- Palm Tree Trimming (Filfera): 1,300 trees
- Palm Tree Trimming (Robusta): 2,200 trees
- Complete Tree Removal: 4,800 diameter-inch
- Fully Equipped 3 person crew (normal business hours) 120 Hours
- Fully Equipped 3 person crew (overtime) 60 Hours

Mariposa Landscapes, Inc., submitted unit prices for annual tree trimming as follows:

- Tree Trimming (Aesthetic / Full Trim); 3,100 trees x \$180 EA = \$558,000
 - Palm Tree Trimming (Filfera); 1,300 trees x \$40 EA = \$52,000
 - Palm Tree Trimming (Robusta); 2,200 trees x \$55 EA = \$121,000
 - Complete Tree Removal; 4,800 diameter-inch x \$32 = \$153,600
 - Fully Equipped 3 person crew (normal business hours); 120 Hours x \$219 = \$26,280
 - Fully Equipped 3 person crew (overtime); 60 Hours x \$310 = \$18,600
- Total cost of annual tree trimming = \$929,480

In order to reduce the overall cost of this contract, staff recommends a reduced quantity of annual tree trimming, to focus on trimming 500 priority trees (reduced from an estimated 3,100) in the City's various parks and facilities, landscaped medians and parkways. Staff also recommends a reduced quantity of tree removals, to focus on removing up to 1,000 diameter-inches of trees (reduced from an estimated 4,800 diameter-inches). However, staff recommends the full quantity of palm tree trimming be included with the award of contract, as well as maintaining budget for additional on-call emergency services both during and outside of normal working hours. The reduced scope of annual tree trimming would be quantified as:

- Tree Trimming (Aesthetic / Full Trim); 500 trees x \$180 EA = \$90,000
 - Palm Tree Trimming (Filfera); 1,300 trees x \$40 EA = \$52,000
 - Palm Tree Trimming (Robusta); 2,200 trees x \$55 EA = \$121,000
 - Complete Tree Removal; 1,000 diameter-inch x \$32 = \$32,000
 - Fully Equipped 3 person crew (normal business hours); 120 Hours x \$219 = \$26,280
 - Fully Equipped 3 person crew (overtime); 60 Hours x \$310 = \$18,600
- Reduced cost of annual tree trimming = \$339,880

Given that the City was not successful in soliciting multiple competitive bids, staff recommends that the award of this contract be limited to one year, and that staff will rebid this contract next year for consideration of award of a new contract for July 2017.

Public Works Contractor Registration Law (SB 854)

Under California Labor Code Section 1771.1, as amended by Senate Bill (SB) 854 (2014), unless registered with the State of California Department of Industrial Relations (DIR), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. Similarly, a public entity cannot award a public works contract to a non-registered contractor, effective April 1, 2015. Staff has reviewed the DIR's contractor registration database, and has confirmed that Mariposa Landscapes, Inc., is registered with the DIR, and is appropriately licensed.

Mariposa Landscapes, Inc., of Irwindale, California, submitted the only responsive bid; staff reviewed the bid and contractor's license, and found Mariposa Landscapes, Inc., to be properly licensed and qualified. A Contract Services Agreement with Mariposa Landscapes, Inc., is included as **Attachment 1**.

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires prime contractors to use good faith efforts to sub-contract the supply of materials and equipment to local business enterprises and to sub-contract services to businesses whose work force resides within the Coachella Valley. Mariposa Landscapes, Inc., is from Irwindale, California, and is not considered a local business, and has not listed any subcontractors (is self-performing all required work). However, Mariposa Landscapes, Inc., did include sufficient good faith efforts to solicit local business as part of its bid documents.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 (h) projects consist of the maintenance of existing landscaping and native growth; therefore, award of the landscape and grounds maintenance services contract is considered categorically exempt from CEQA.

FISCAL IMPACT:

The recommended contract award is \$1,494,970.76 for the landscape and grounds maintenance services identified in Bid Schedules A through F, inclusive, plus \$339,880 for tree trimming services, for a total cost of \$1,834,850.76. This cost includes the addition of landscape and grounds maintenance, and tree trimming services at the Airport for a cost of \$325,028.12; the total cost excluding the Airport is \$1,509,822.64 which is \$338,245.64 more than the bid amount of \$1,171,577 awarded to Golden Valley Construction in 2013. The increased cost is a result of this contract now being subject to and including prevailing wages as a result of state law effective January 1, 2015.

An additional budget appropriation of \$300,000 from the General Fund in the Parks Maintenance Department Account will be required to award this new landscape maintenance contract. Funding for this contract is budgeted as part of the Fiscal Year 2016/2017 budget in the following accounts:

General Fund (Fund 001) (78% of contract)

001-2116-43240	\$5,015.16
001-2451-43240	\$1,337,297.08
001-2451-43065	\$69,840.00
001-2451-43500	\$4,629.36
001-2451-43520	\$2,314.68
001-3520-43060	\$1,135.00
001-4471-43200	\$8,175.52

Landscape Assessment Districts Fund (Fund 141) (4% of contract)

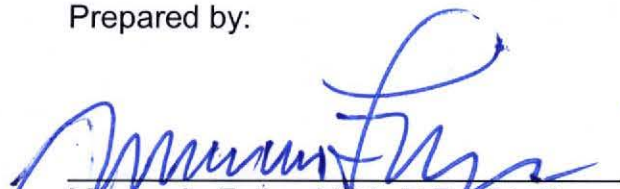
141-4310-43530	\$2,696.04
141-4310-43550	\$5,764.36
141-4310-43560	\$2,534.68
141-4310-43570	\$5,506.96
141-4310-43580	\$5,179.36
141-4310-43590	\$38,575.40
141-4310-43595	\$20,117.44
141-4310-43597	\$771.60

Airport Fund (Fund 415) (18% of contract)

415-6175-43065	\$325,028.12
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SUBMITTED:

Prepared by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer

Approved by:



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. Contract Services Agreement

ATTACHMENT 1

**CONTRACT SERVICES AGREEMENT
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

THIS AGREEMENT made this ___ day of _____, 20___, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Mariposa Landscapes, Inc., a California corporation, hereinafter designated as the Contractor.

WHEREAS, City has determined it is in the public interest to contract for certain services which are necessary or convenient to the exercise of its powers; and

WHEREAS, the City is desirous of retaining a contractor to provide landscape and grounds maintenance services; and

WHEREAS, the City did issue an Invitation for Bid ("IFB") No. 16-02, seeking sealed bids for the provision of landscape and grounds maintenance services, including tree trimming services, and setting for the terms, conditions and covenants governing the provision of such services; and

WHEREAS, the City did open all bids submitted in response to IFB No. 16-02; and

WHEREAS, the City has determined that Contractor is an appropriately qualified company submitting a bid, and that the Contractor's Bid was the most competitively priced bid submitted.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises hereinafter contained, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 -- THE WORK

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
INVITATION FOR BIDS NO. 16-02**

Generally, the scope of work includes landscape and grounds maintenance services, including tree trimming services, of landscaped parkways and medians, at City parks, and at various City facilities. Specifically:

(a) The scope of work includes landscape and grounds maintenance, and tree trimming, at 10 City parks consisting of approximately: 89.8 acres of turf, 2,000 trees, and 150 acres total maintained areas.

(b) The scope of work includes landscape and grounds maintenance, and tree trimming, at 16 various City facilities consisting of approximately: 3.4 acres of turf, 800 trees, and 15 acres of total maintained areas.

(c) The scope of work includes landscape and grounds maintenance, and tree trimming, at 27 various areas of parkways and/or medians consisting of approximately: 2.6 acres of turf, 1,600 trees, and 30.6 acres of total maintained areas.

(d) The scope of work includes landscape and grounds maintenance, and tree trimming, at 8 separate Landscape Maintenance Districts consisting of approximately: 2.1 acres of turf, 700 trees, and 11.5 acres of total maintained areas.

(e) The scope of work includes landscape and grounds maintenance, and tree trimming, at 20 separate "Zones" of Airport control property consisting of approximately: 8.5 acres of turf, 18 acres of desert landscape, 13.4 acres of native landscape, 500 trees, and 40 acres of total maintained areas.

(f) The scope of working includes palm tree trimming services along designated streets, including Palm Canyon Dr. and Indian Canyon Dr., consisting of approximately 1,000 palm trees.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract consists of contract services to be performed with an initial term of one year, commencing on July 1, 2016, and terminating on June 30, 2017.

Upon mutual agreement of the City and Contractor, this Agreement may be extended for an additional four (4), one (1) year terms, as follows:

- (1) Option year one, if exercised, shall be effective July 1, 2017, through June 30, 2018.
- (2) Option year two, if exercised, shall be effective July 1, 2018, through June 30, 2019.
- (3) Option year three, if exercised, shall be effective July 1, 2019, through June 30, 2020.
- (4) Option year four, if exercised, shall be effective July 1, 2020, through June 30, 2021.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed in accordance with the schedule of performance and frequency of services specified in the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for failure to complete or perform the frequency of services specified in the Contract Documents. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

ARTICLE 3 -- CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedules A through F only, and any duly authorized Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal for the Work identified on Bid Schedules A through F only is **One Million Four Hundred Ninety Four Thousand Nine Hundred Seventy Dollars and Seventy Six Cents (\$1,494,970.76)** for the first full year of performance of the contract services, commencing July 1, 2016. The City shall pay the Contractor for the Work completed in accordance with Bid Schedule G at the unit prices therein identified, up to cumulative amounts of items as authorized by the City pursuant to Contract Change Orders approved by the City.

Pursuant to Article 2 of this Agreement, should the City elect to exercise the option to extend this Agreement for an additional one (1) year period, the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s) may be adjusted annually effective July 1, subject to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available, and a corresponding blended percentage increase to the applicable prevailing wage rates as reviewed and approved by the City.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Local Business Preference Program – Good Faith Efforts, Non-Discrimination Certification, Non-Collusion Declaration, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 01 to 04, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- MUTUAL OBLIGATIONS

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, including the requirement to furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement), and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

ARTICLE 6 -- PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

ARTICLE 7 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice between the parties, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 8 -- INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder. This Article 8 incorporates the provisions of Section 7-15 "Indemnification," of the Special Provisions, which are hereby referenced and made a part hereof.

ARTICLE 9 -- CONFLICT OF INTEREST

Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

ARTICLE 10 -- NON-DISCRIMINATION

In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 10 -- MISCELLANEOUS

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF PALM SPRINGS, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
David H. Ready
City Manager

Date _____

Agreement No. _____

ATTEST:

By _____
James Thompson
City Clerk

APPROVED AS TO FORM:

By _____
Douglas Holland
City Attorney

RECOMMENDED:

By _____
Marcus L. Fuller, PE, PLS
Assistant City Manager/City Engineer

CONTRACTOR

By: Mariposa Landscapes, Inc., a California corporation
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

State of _____)
County of _____)ss

State of _____)
County of _____)ss

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: