

**SERVICES AGREEMENT FOR  
LANDSCAPE AND TURF MAINTENANCE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation (“Consultant”).

**W I T N E S S E T H :**

- A. WHEREAS, City proposes to have Consultant perform landscape and turf maintenance for various public locations throughout the City as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including

attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Three Hundred Thousand Dollars (\$300,000.00) per year, including any required additional services.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Three (3) years, ending on November 30, 2008, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual

liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Merchants Landscape Services, Inc.  
1639 C East Edinger Avenue  
Santa Ana, CA 92705  
Tel: 800-645-4881

Attn: Mark C. Brower

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5164  
Fax: 714-327-7558

Attn: Bruce Hartley

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's

consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other

Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

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

MERCHANTS LANDSCAPE SERVICES, INC.

  
\_\_\_\_\_  
Signature

Date: 11-28-05

MARK C GROWER, PRES.  
Name and Title

95-472-5606  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Deputy City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

Kimberly Hill Barlow  
City Attorney

Date: 11/22/05

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**

# City of Costa Mesa

## Landscape and Turf Maintenance Specifications Request for Bid #1088



City of Costa Mesa, California  
Public Services Department  
Maintenance Services Division

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**CITY OF COSTA MESA**  
**REQUEST FOR BID**  
**FOR LANDSCAPE MAINTENANCE SERVICES**

**BID ITEM NO. 1088**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of 10:00 a.m. on November 14, 2005. It shall be the responsibility of the bidder to deliver the bid submittal to the City Clerk's Office by the proper announced time. Delivery Location: City of Costa Mesa, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

**A mandatory prospective Bidders meeting is scheduled for November 7, 2005 at the City of Costa Mesa Corporation Yard, Maintenance Services Division Office, 2310 Placentia Avenue, at 10:00 a.m. All prospective bidders must attend this meeting in order to bid and be considered for award of this contract.**

Bids shall be returned to the attention of the *City Clerk*, within said time limit, in a sealed envelope identified on the outside with the *Bid Item Number and the Opening Date*. Bids will be publicly opened and read aloud at 10:00 a.m. or as soon thereafter as practicable on November 14, 2005, in the Council Chambers.

The *Request for Bid* may be obtained by authorized vendors at:

Office of the Purchasing Supervisor  
77 Fair Drive, Room 100  
Costa Mesa, California 92626  
714/754-5227.

Dated: October 27, 2005

SECTION I**CITY OF COSTA MESA****1. TERMS AND CONDITIONS**

Contract period: Three (3) years, effective December 2005 through November 30, 2008.

- A. This contract may be renewed three times on an annual basis, by mutual agreement of both parties. The City does not have to give reason if it elects not to renew. Contract not to exceed six years.
- B. No guarantee may be given as to estimated annual usage amount. Contractor agrees to supply items shown, as needed by the City, at prices listed upon purchase document regardless of item usage.
- C. The City of Costa Mesa reserves the right to cancel this contract without cause with a 30-day written notice, or with cause, immediately.
- D. No price increases will be permitted during the first contract year. All decreases will be automatically extended to the City. Requests for price increases in the second or third contract year will require thirty days written notice to the Purchasing Division and include bona fide proof of cost increases. The net dollar amount of profit will remain firm during the period of contract. Adjustments increasing contractor's profit will not be allowed.

The City of Costa Mesa reserves the right to accept, negotiate or refuse the increase request, rebid the contract, or take any other action it deems appropriate in lieu of granting contract price increases.

- E. Default: In the event of contractor's default, the City of Costa Mesa may procure from other sources and hold the original Contractor liable for any resulting increased costs.
- F. Contractor agrees that if there is a change in ownership prior to completion of this contract, the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the City.
- G. Unless otherwise expressly provided in this contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- H. Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the City. This obligation shall apply to contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the City.
- I. Any correspondence referring to the terms, prices and conditions of this contract must be directed to the Purchasing Division to the attention of the Purchasing Supervisor. For

further information, contact Debbie Dobrott, the Purchasing Supervisor, (714) 754-5212, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

- J. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.
- K. This contract is subject to and contingent upon applicable budgetary appropriations being made by the City of Costa Mesa's City Council for each fiscal year during the term of this contract. If such appropriations are not forthcoming, the contract will be terminated without penalty to the City.
- L. This contract shall be construed and interpreted according to the laws of the State of California.
- M. Any changes beyond this document shall occur only when ordered in writing by the City of Costa Mesa Purchasing Supervisor. In absence of such written order, any such product supplied or work done shall be considered unauthorized and will not be paid.
- N. As applicable, all items furnished on this contract shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.
- O. Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed or supplies provided pursuant to this contract including, but not limited to, any requirements specified in State government codes.
- P. Contractor is, for all purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the City of Costa Mesa. It is expressly understood and agreed that the successful Bidder shall in no event, as a result of this contract, be entitled to any benefits to which City of Costa Mesa employees are entitled including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- Q. **Prevailing Wage:** It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract. The Contractor will be required to comply with the California Labor Cod, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive. (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The

provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this solicitation.

- R. Assignment of Subcontracting: No performance of this agreement or any portion thereof may be assigned or subcontracted by the contractor without the express written consent of the City. Any attempt by the contractor to assign or subcontract any performance of this agreement without the express written consent of the City shall be invalid and shall constitute a breach of this agreement. Whenever the contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this agreement.
- S. The contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on City property.
- T. Whenever the contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain at his expense and without cost to the City of Costa Mesa, flagman and/or control devices as are necessary to prevent accidents or damage or injury to the public. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current 1976 Second Edition or Work Area Traffic Control Handbook, published by Building News, Inc., on behalf of the City of Los Angeles.
- U. All changes in specifications and/or contract requirements will be issued in writing. The City of Costa Mesa is not responsible for any oral instruction.
- V. In submitting the bid, the Bidder acknowledges that the Bidder has thoroughly and carefully read and understands the bid document and attachments; agrees to furnish the product at the prices, quantities, and terms and conditions stated; and certifies that the information contained in the bid is true and complete to the best of the BIDDER'S knowledge.
- W. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the Purchasing Division of the City of Costa Mesa.
- X. The contractor acknowledges that he has read and agrees to all terms and conditions of this contract.

## **2. Indemnification:**

Contractor shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on Bidder's violation of any existing or future State, Federal, and local laws, ordinances, regulations, orders or decrees pertaining to Bidder's submittal.

All work covered by this contract done at the site of maintenance or in preparing or delivering materials to the site shall be at the risk of the contractor alone.

Contractor agrees to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (contractor's employees included), and for injury to any property, including consequential

damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of contractor shall be reduced by an amount proportional to the active negligence of City, if any.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by contractor or any subcontractor or others performing on behalf of contractor.

The City does not, and shall not, waive any rights against contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of contractor or any subcontractor or others performing on behalf of contractor, whether or not such insurance policies are applicable.

Contractor shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of contractor and shall incorporate identical indemnity provisions in all contracts between contractor and his subcontractors.

In the event that contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of contractor, or by a dangerous condition of City's property created by contractor or existing while the property was under the control of contractor, contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

### **3. Insurance**

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and the insurance has been approved by the City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

### **4. Workers' Compensation Insurance**

- A. Contractor shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance.

- B. All workers' compensation insurance policies shall provide that the insurance may not be cancelled without thirty (30) days advance written notice of such cancellation to City.
- C. Contractor is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

## 5. Liability Insurance Coverage

- A. Contractor shall obtain and maintain during the life of this contract the following insurance coverage:
  - 1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.
  - 2) Automobile liability, including owned, hired, and non-owned vehicles.
- B. The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.
- C. Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:
  - 1) Additional insureds: (For Commercial General Liability only)

“The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”
  - 2) Notice:

“Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City.”
  - 3) Other Insurance:

“Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- D. All insurance carriers utilized by the contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

## 6. Proof of Insurance:

Prior to award of the contract, contractor shall furnish City proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney or Risk Management.

## **7. Payment**

Subsequent to service, the contractor must submit an invoice for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA 92628-1200. Invoices shall include the purchase order number, description of the service provided and price.

Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in areas for services provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid evaluation if the terms offered are for twenty (20) days or longer.

**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.

#### WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

SECTION II**BIDDER'S RESPONSE REQUIREMENTS**

**Bidder is required to attend a mandatory prospective Bidders meeting on November 7, 2005 at the City of Costa Mesa Corporation Yard, Maintenance Services Division Office, 2310 Placentia Avenue, at 10:00 a.m. All prospective bidders must attend this meeting in order to bid and be considered for award of this contract.**

Bidder is to complete the bid document and return the completed copy in a sealed envelope to the City Clerk's Office prior to November 14, 2005 at 10:00 a.m. (Exhibits A – C are not required as part of the bid package submittal).

**Bidder's check list**

Bidder's Information Form

References

Bidder's statement of Past Contract Disqualifications

Independent Price Determination

Drug Free Workplace

License Information- Vendor to send copies with bid:

- Business License C-27
- Pest Control Advisor's License
- Qualified Applicator's License

Statement of Ability to Meet Insurance Requirements

Requested Company Information

Bid Summary Form

Detailed Pricing Sheets sections 1 through 4

Extra Work Bid Form



**2. References**

The Bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed, especially for public agencies, and give references which will enable the City to judge his responsibility, experience, skill, and business and financial standing. Include at least three references with the name of the firm, address, contact person, phone number, and dollar amount of contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the Bidder’s own organization or subsidiary. The City of Costa Mesa reserves the right to contract all references.

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**3. Bidder’s Statement of Past Contract Disqualifications**

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for landscape maintenance.

A. Have you ever been disqualified from any contract:  Yes  No

B. If yes, explain the circumstance:

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**4. Independent Price Determination**

I certify that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

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Authorized Signature

**5. Council Policy – Drug-Free Workplace**

**CITY OF COSTA MESA, CALIFORNIA  
COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>1 OF 3</b>

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

**CITY OF COSTA MESA, CALIFORNIA**  
**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>2 OF 3</b>

- 2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring In the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
- 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
- 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

**CITY OF COSTA MESA, CALIFORNIA**  
**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>3 OF 3</b>

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

**6. Drug-Free Workplace**

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" included above in number five and hereby agrees to comply with required policy.

\_\_\_\_\_  
Authorized Signature

**7. License Information**

Individual/Firm Name: \_\_\_\_\_

Business License for Pest Control Number: License # \_\_\_\_\_

Pest Control Advisor's License:

Name of Individual and License Number: \_\_\_\_\_

Issued on \_\_\_\_\_, \_\_\_\_\_ and currently in good standing.

Qualified Applicator License (Category B and C):

Name of Individual and License Number: \_\_\_\_\_

Issued on \_\_\_\_\_, \_\_\_\_\_ and currently in good standing.

Signing this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

\_\_\_\_\_  
Print Name and Title

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BIDDER TO SEND COPIES OF ALL LICENSES WITH THE BID SUBMITTAL:**

**CITY OF COSTA MESA BUSINESS LICENSE  
C27 LICENSE  
PEST CONTROL ADVISOR'S LICENSE  
QUALIFIED APPLICATOR'S LICENSE**

**8. Statement of Ability to Meet Insurance Requirements**

I have reviewed the attached City of Costa Mesa Insurance Requirements with my insurer and am able to provide verification of coverage after award of the contract.

Authorized Signature	Name of Insurance Company/Broker
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Print Name of Authorized Signer	Insurance Company/Broker
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Title of Authorized Signer	Address
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Name of Company	Insurance Company/Broker Telephone
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**9. Requested Company Information:**

1. Length of time your firm has been in business: \_\_\_\_\_

2. Length of time at current location: \_\_\_\_\_

3. The classification of the Contractor's license in the company's name required in the performance of this contract is a C-27. Contractor is to submit a copy of this license with bid documents.

Valid California License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

**BID SUMMARY FORM**

**Bidder is to complete detailed pricing sheets (which follow) and write in total amounts below.**

Location of sites and areas to be maintained are listed in Exhibit "C".

The undersigned certifies that he/she has read all documents related to this bid and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby proposes to the City of Costa Mesa the following:

**AS DESCRIBED IN THIS CONTRACT:**

Total costs include the cost for all pesticides, herbicides, labor, materials, tools, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements.

Price Sheet	Service Area	Monthly Total	Annual Total
#1	Parks and Facilities	\$	\$
#2	Parkways and Medians	\$	\$
#3	Sports Turf	\$	\$
#4	Fire Stations	\$	\$
		<b>GRAND TOTAL</b>	

**IMPORTANT PAYMENT TERMS:**

City payment terms: Net 30.

The City of Costa Mesa will utilize early payment discounts of invoices if possible, and will be included in the evaluation if said discount is offered for twenty (20) days or longer. Indicate any discount offered: \_\_\_\_\_ %

**Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda. The undersigned Bidder agrees he will contract with the City of Costa Mesa to provide all necessary labor, supervision, machinery, tools, apparatus, and other means needed to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed.

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**SERVICE AREA**

**DETAILED PRICING**

BIDDER'S NAME \_\_\_\_\_

**Detailed Pricing #1 for Landscape and Turf Maintenance for  
NEIGHBORHOOD PARKS AND CITY FACILITIES SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-1	Balearic Center 1975 Balearic Drive (8 Acres Turf)  (63,000 Sq. Ft. Slope Area)	\$ _____  _____	\$ _____  _____
<b>Subtotal P-1</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-2	Brentwood Park 265 Monte Vista Avenue (.92 Acres Turf)	\$ _____	\$ _____
P-3	Canyon Park 970 Arbor Street (4.51 Acres Turf)	_____	_____
P-4	Civic Center 77 Fair Drive (3.13 Acres Turf)	_____	_____
P-5	Civic Center Park 111 Fair Drive (2.60 Acres Turf)	_____	_____
P-6	Community Garden 523 Hamilton Street (3,100 Sq. Ft. Turf) (1,900 Sq. Ft. Planters)	_____ _____	_____ _____
<b>Subtotal P-2 thru P-6</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-7	Corporation Yard 2310 Placentia Avenue (10,517 Sq. Ft. Turf) (14,708 Sq. Ft. Planters)	\$ _____  _____	\$ _____  _____
<b>Subtotal P-7</b>		\$ _____	\$ _____

**Detailed Pricing #1 for Parks & Facilities continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-8	Costa Mesa Senior Citizen Center 695 W. 19 <sup>th</sup> Street (15,142 Sq. Ft. Turf) (19,659 Sq. Ft. Planters)	\$ _____ _____	\$ _____ _____
<b>Subtotal P-8</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-9	Del Mesa Park 3120 Manistee Drive (2 Acres Turf)	\$ _____	\$ _____
P-10	Estancia Park 1900 Adams Avenue (4.5 Acres Turf)	_____	_____
P-11	Fairview Park 2501 Placentia Avenue (11.34 Acres Turf)	_____	_____
P-12	Gisler Park 1250 Gisler Avenue (3.37 Acres Turf) (18,500 Sq. Ft. Slope Area along Fairview)	_____ _____	_____ _____
<b>Subtotal P-9 thru P-12</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-13	Heller Park 257 E 16 <sup>th</sup> Street (1.94 Acres Turf)	\$ _____	\$ _____
P-14	Jordan Park 2141 Tustin Avenue (1.46 Acres Turf)	_____	_____
P-15	Ketchum-Libolt Park 2150 Maple Street (2,800 Sq. Ft. Turf) (2,900 Sq. Ft Planters)	_____ _____	_____ _____
<b>Subtotal P-13 thru P-15</b>		\$ _____	\$ _____

**Detailed Pricing #1 for Parks & Facilities continued**

<b><u>Site #</u></b>	<b><u>Site Name</u></b>	<b><u>Monthly Price</u></b>	<b><u>Annual Price</u></b>
P-16	Lindbergh Park 220 23 <sup>rd</sup> Street (5.15 Acres Turf)	\$_____	\$_____
P-17	Lions Park 570 W 18 <sup>th</sup> Street (5.5 Acres Turf)	_____	_____
P-18	Marina View Park 1035 W 19 <sup>th</sup> Street (1.42 Acres Turf)	_____	_____
P-19	Mesa Verde Park 1795 Samar Drive (1.97 Acres Turf)	_____	_____
P-20	Mesa Verde Library 2969 Mesa Verde Drive East (.22 Acres Turf)	_____	_____
P-21	Moon Park 3377 California Street (1.06 Acres Turf)	_____	_____
P-22	Paularino Park 1040 Paularino Avenue (1.95 Acres Turf)	_____	_____
P-23	Pinkley Park 360 Ogle Street (2.43 Acres Turf)	_____	_____
P-24	Shiffer Park 3143 Bear Street (4.77 Acres Turf)	_____	_____
P-25	Smallwood Park 1646 Corsica Place (2.50 Acres Turf)	_____	_____
P-26	Suburbia II Park 3302 Alabama Circle (.69 Acres Turf)	_____	_____

**Detailed Pricing #1 for Parks & Facilities continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-27	Tanager Park 1780 Hummingbird Drive (7.51 Acres Turf)	\$ _____	\$ _____
P-28	TeWinkle Park 970 Arlington Drive (22.39 Acres Turf)  (24,000 Sq. Ft. Slope Area)	_____ _____	_____ _____
<b>Subtotal P-16 thru P-28</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-29	Vista Park 1200 Victoria Street (6.46 Acres Turf)  (38,000 Sq. Ft. Slope Area)	\$ _____ _____	\$ _____ _____
<b>Subtotal P-29</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-30	Wakeham Park 3400 Smalley Road (8.24 Acres Turf)	\$ _____	\$ _____
P-31	Westside Sub-Station 567 W 18 <sup>th</sup> Street (2,170 Sq. Ft. Turf)	_____	_____
P-32	Wilson Park 360 W Wilson Street (1.97 Acres Turf)	_____	_____
P-33	Wimbledon Park 3440 Wimbledon Way (2.75 Acres Turf)	_____	_____
<b>Subtotal P-30 thru P-33</b>		\$ _____	\$ _____

**TOTAL DETAILED PRICING #1**    \$ \_\_\_\_\_    \$ \_\_\_\_\_  
**(P-1 thru P-33)**

**(Enter Total Detailed Pricing amount in Parks and Facilities section #1 of the Recap Page)**

BIDDER'S NAME \_\_\_\_\_

**Detailed Pricing #2 for Landscape, Hardscape and Turf Maintenance of  
PARKWAYS AND MEDIAN SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-1	Adams Avenue Medians & Parkway (Albatross to Santa Ana River) (.05 Acres Turf) (1,446 Sq. Ft. Planters) (483 Sq. Ft Hardscape)	\$ _____ _____ _____	\$ _____ _____ _____
	<b>Subtotal M-1</b>	\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-2	Adams Avenue Medians (Mesa Verde Drive West to Fairview) (.52 Acres Turf) (5,426 Sq. Ft. Planters) (12,848 Sq. Ft. Hardscape)	\$ _____ _____ _____	\$ _____ _____ _____
	<b>Subtotal M-2</b>	\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-3	Anton Blvd Medians (Ave of the Arts to Sunflower) (.35 Acres Turf) (5,236 Sq. Ft. Hardscape)	\$ _____ _____ _____	\$ _____ _____ _____
	<b>Subtotal M-3</b>	\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-4	Arlington Drive (At Newport Blvd) (1,638 Sq. Ft. Hardscape)	\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-5	Avenue of the Arts Medians (Sunflower to Anton) (.08 Acres Turf) (3,500 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-4 thru M-5</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-6	Baker Street Parkway (Babb to Fairview) (4,583 Sq. Ft. Planters)	\$ _____	\$ _____
M-7	Baker Street Median (At 73 Freeway Overpass) (4,200 Sq. Ft. Hardscape)	_____	_____
M-8	Baker Street Median (At 55 Freeway Overpass) (1,137 Sq. Ft. Hardscape)	_____	_____
M-9	Bear Street Median (At Metro Pointe) (.10 Acres Turf) (4,452 Sq. Ft. Hardscape)	_____ _____	_____ _____
<b>Subtotal M-6 thru M-9</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-10	Bear Street Parkways (At Yukon) (15,075 Sq. Ft. Planters)	\$ _____	\$ _____
M-11	Bristol Street Parkway (3200 Bristol Street) (6,745 Sq. Ft. Turf)	_____	_____
M-12	Bristol Street Medians (Baker to Sunflower) (.32 Acres Turf) (14,942 Sq. Ft. Hardscape)	_____ _____	_____ _____
<b>Subtotal M-10 thru M-12</b>		\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-13	Bristol Street Medians (At 55 Freeway Overpass) (11,672 Sq. Ft. Hardscape)	\$_____	\$_____
M-14	Bristol Street Medians (At 73 Freeway Overpass) (4,134 Sq. Ft. Hardscape)	_____	_____
M-15	California Street Median (Iowa to Alaska) (3,809 Sq. Ft. Turf)	_____	_____
M-16	Canyon Drive Parkway (Sea Bluff to Victoria) (1,245 Sq. Ft. Planters)	_____	_____
M-17	Coolidge Avenue Medians (8,400 Sq. Ft. Planters)	_____	_____
M-18	Fair Drive Parkways (Harbor to Fairview) (1.43 Acres Turf)	_____	_____
M-19	Fair Drive/ Del Mar Avenue Medians (Fair & Del Mar at Newport Blvd) (6,537 Sq. Ft. Hardscape)	_____	_____
M-20	Fairview Road Medians (Newport to Sunflower) (1.40 Acres Turf)  (1,710 Sq. Ft. Planters)  (23,818 Sq. Ft. Hardscape)	_____ _____ _____	_____ _____ _____
<b>Subtotal M-13 thru M-20</b>		\$_____	\$_____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-21	Gisler Avenue Parkway (College to Harbor) (2,688 Sq. Ft. Planters)	\$_____	\$_____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-22	Golf Course Drive Parkway & Medians (Mesa Verde to Tanager) (3,589 Sq. Ft. Planters) (815 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-21 thru M-22</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-23	Harbor Blvd Medians (Wilson to MacArthur) (1.20 Acres Turf) (52,078 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-23</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-24	Harbor Blvd Medians (W 19 <sup>th</sup> to Newport Blvd) (2,480 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-25	Merrimac Way Medians (Harbor to Fairview) (.27 Acres Turf) (7,017 Sq. Ft. Hardscape)	_____ _____	_____ _____
<b>Subtotal M-24 thru M-25</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Mesa Verde Drive Parkways & Medians (Adams to Adams) (1.77 Acres Turf) (1,478 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-26</b>		\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-27	Mesa Verde Drive East Medians (Harbor to Adams) (1,062 Sq. Ft. Turf) (930 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-27</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-28	Newport Blvd Parkways & Medians (Industrial to 19 <sup>th</sup> Street) (.51 Acres Turf) (105,546 Sq. Ft. Planters) (10,643 Sq. Ft. Hardscape)	\$ _____ _____ _____	\$ _____ _____ _____
<b>Subtotal M-28</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-29	Peterson Way Median (At Harbor Blvd) (434 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-30	Redhill Median (At Airport Loop) (7,780 Sq. Ft. Turf) (3,000 Sq. Ft. Hardscape)	_____ _____	_____ _____
<b>Subtotal M-29 thru M-30</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-31	Sakioka Drive Medians (Sunflower to Anton) (.13 Acres Turf) (1,980 Sq. Ft. Hardscape)	\$ _____ _____	\$ _____ _____
<b>Subtotal M-31</b>		\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-32	South Coast Drive Medians (Harbor to Bear) (.66 Acres Turf)  (1,590 Sq. Ft. Hardscape)	\$ _____  _____	\$ _____  _____
<b>Subtotal M-32</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-33	Sunflower Parkways (At Smalley Road) (26,824 Sq. Ft. Planters)	\$ _____	\$ _____
M-34	Sunflower Medians (Harbor to Main) (.53 Acres Turf)  (17,938 Sq. Ft. Hardscape)	_____  _____	_____  _____
<b>Subtotal M-33 thru M-34</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-35	Susan Street Medians (South Coast to Sunflower) (.17 Acres Turf)  (7,720 Sq. Ft. Hardscape)	\$ _____  _____	\$ _____  _____
<b>Subtotal M-35</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-36	Victoria Street Parkways & Medians (Harbor to Canyon) (218,092 Sq. Ft. Planters)  (16,700 Sq. Ft. Turf)  (3,324 Sq. Ft. Hardscape)	\$ _____  _____  _____	\$ _____  _____  _____
<b>Subtotal M-36</b>		\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-37	E 17 <sup>th</sup> Street Median (At Fullerton) (1,470 Sq. Ft. Turf)	\$ _____	\$ _____
M-38	W 19 <sup>th</sup> Street Parkway (At Whittier) (2,870 Sq. Ft. Turf)	_____	_____
M-39	19 <sup>th</sup> Street Medians (Park Avenue to Fullerton) (7,850 Sq. Ft. Planters) (3,342 Sq. Ft. Hardscape)	_____ _____	_____ _____
<b>Subtotal M-37 thru M-39</b>		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-40	19 <sup>th</sup> Street/Newport Blvd. (Planter on NW corner of 19 <sup>th</sup> St) (1,200 Sq. Ft.)	\$ _____	\$ _____
M-41	Elden Avenue/Del Mar Avenue (Planter on NW corner of Del Mar) (1,950 Sq. Ft.)	_____	_____
M-42	Loren Lane/Watson Avenue (Hardscape & Tree Wells North of Baker St) (2,600 Sq. Ft.)	_____	_____
M-43	19 <sup>th</sup> Street Parkway and Median Planters (Park Avenue to Placentia Avenue) (13,000 Sq. Ft. Parkways) (6,000 Sq. Ft. Medians) (1,500 Sq. Ft. Hardscape)	_____ _____ _____	_____ _____ _____
<b>Subtotal M-40 thru M-43</b>		\$ _____	\$ _____

**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-44	17 <sup>th</sup> Street/Newport Blvd. (Two hardscape medians E of Newport Blvd. & one hardscape median W of Newport Blvd.)  (2,000 Sq. Ft.)	\$_____	\$_____
M-45	Bristol/405 Freeway Entrance (Triangle shaped hardscape located southbound Bristol [Westside] at 405 freeway entrance.)	_____	_____
<b>Subtotal M-44 thru M-45</b>		\$_____	\$_____
<b>TOTAL DETAILED PRICING #2 (M-1 thru M-45)</b>		\$_____	\$_____

**(Enter Total Detailed Pricing amount in the Parkways and Medians section #2 of the Recap Page)**

**Detailed Pricing #3 for Landscape and Turf Maintenance of**

**SPORTS TURF SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-1	The Farm Sports Complex 2750 Fairview Road (14.7 Acres Turf)  (45,492 Sq. Ft. Planters)	\$_____	\$_____
<b>Subtotal SP-1</b>		\$_____	\$_____
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-2	TeWinkle Park Softball Complex 970 Arlington Drive (5.8 Acres Turf)	\$_____	\$_____
<b>Subtotal SP-2</b>		\$_____	\$_____
<b>TOTAL DETAILED PRICING #3 (SP-1 thru SP-2)</b>		\$_____	\$_____

**(Enter Total Detailed Pricing amount in the Sports Turf section #3 of the Recap Page)**

BIDDER'S NAME \_\_\_\_\_

**Pricing Sheet #4 for Landscape and Turf Maintenance**

**FIRE STATION SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-1	Royal Palm Drive Fire Station 2803 Royal Palm Drive (6,729 Sq. Ft. Turf)	\$_____	\$_____
	(3,069 Sq. Ft. Planters)	_____	_____
	<b>Subtotal FS-1</b>	\$_____	\$_____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-2	Baker Street Fire Station 800 Baker Street (1,982 Sq. Ft. Turf)	\$_____	\$_____
	(517 Sq. Ft. Planters)	_____	_____
	<b>Subtotal FS-2</b>	\$_____	\$_____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-3	Park Avenue Fire Station 1865 Park Avenue (8,805 Sq. Ft. Turf)	\$_____	\$_____
	(3,016 Sq. Ft. Planters)	_____	_____
	<b>Subtotal FS-3</b>	\$_____	\$_____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-4	Placentia Avenue Fire Station 2300 Placentia Avenue (13,468 Sq. Ft. Turf)	\$_____	\$_____
	(414 Sq. Ft. Planters)	_____	_____
	<b>Subtotal FS-4</b>	\$_____	\$_____

**Pricing Sheet #4 for Fire Stations continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-5	Vanguard Way Fire Station 2450 Vanguard Way (3,804 Sq. Ft. Turf)	\$_____	\$_____
	(532 Sq. Ft. Planters)	_____	_____
<b>Subtotal FS-5</b>		\$_____	\$_____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-6	Sakioka Drive Fire Station 3350 Sakioka Drive (5,796 Sq. Ft. Turf)	\$_____	\$_____
	(6,502 Sq. Ft. Planters)	_____	_____
<b>Subtotal FS-6</b>		\$_____	\$_____

**TOTAL DETAILED PRICING #4** \$\_\_\_\_\_ \$\_\_\_\_\_

**(FS-1 thru FS-6)**

**(Enter Total Detailed Pricing amount in the Fires Stations section #4 of the Recap Page)**

# **LANDSCAPE MAINTENANCE**

## **EXTRA WORK BID FORM**

**BIDDER TO FILL IN THE REQUESTED INFORMATION IN THE  
EVENT EXTRA WORK IS REQUIRED BY THE CITY, DURING  
THE CONTRACT PERIOD.**

BIDDER'S NAME \_\_\_\_\_

**LANDSCAPE MAINTENANCE EXTRA WORK BID FORM**

**LANDSCAPE MAINTENANCE**

Turf \$\_\_\_\_\_ sq. ft. per month

Landscape \$\_\_\_\_\_ sq. ft. per month

**SPORTS TURF MAINTENANCE**

Turf \$\_\_\_\_\_ acre per month

Ball field \$\_\_\_\_\_ per ball field (infield approx. 7,000 sq. ft.)

**EXTRA WORK  
HOURLY RATES**

	<u>REGULAR TIME</u>	<u>OVERTIME</u>
Foreman	\$_____	\$_____
Laborer	\$_____	\$_____
Specialty Personnel		
A. <u>Irrigation Tech</u>	\$_____	\$_____
B. <u>Irrigation Laborer</u>	\$_____	\$_____
C. <u>Pesticide Applicator</u>	\$_____	\$_____

**Landscape Maintenance Extra Work Bid Form continued**

<u>I. TURF MAINTENANCE</u>	<u>UNIT COST</u>
1. Mowing	\$_____ acre
2. Edge & Trim	\$_____ 1,000 linear ft.
3. Fertilization (placement only)	\$_____ acre
4. Aerification (including removal or shattering of cores)	\$_____ acre
5. Thatching (including removal)	\$_____ acre
6. Weed Control	\$_____ per 1000 sq. ft.
7. Pest Control	\$_____ per 1000 sq. ft.
<u>II. LANDSCAPE MAINTENANCE</u>	
1. Edge & Trim	\$_____ 1000 linear ft.
2. Weed & Clean-up	\$_____ 1000 sq. ft.
3. Fertilization	
a. Placement only	\$_____ acre
4. Pest Control	\$_____ hour
5. Pruning/Shrubs	\$_____ 1000 sq. ft.
7. Vertical Mulch Trees	\$_____ each
8. Vegetation Removal	\$_____ acre
9. Irrigation	
a. Repairs	\$_____ hour
10. Clean Hardscape/Sidewalks	\$_____ sq. ft.

**Landscape Maintenance Extra Work Bid Form continued****III. SPORTS TURF MAINTENANCE**

- |    |                                  |                    |
|----|----------------------------------|--------------------|
| 1. | Mowing                           | \$_____ acre       |
| 2. | Trim and Edge                    | \$_____ linear ft. |
| 3. | Fertilization (placement only)   | \$_____ acre       |
| 4. | Aerification (with core removal) | \$_____ acre       |
| 5. | Thatching (including removal)    | \$_____ acre       |
| 6. | Weed Control                     | \$_____ acre       |
| 7. | Pest Control                     | \$_____ acre       |

**IV. PLANT MATERIAL (INSTALLED, ANY LANDSCAPE OR SPORTS TURF AREA)**

- |     |                             |                 |
|-----|-----------------------------|-----------------|
| 1.  | Annual Color (4" container) | \$_____ each    |
| 2.  | Ground Cover                | \$_____ flat    |
| 3.  | One (1) Gallon              | \$_____ each    |
| 4.  | Five (5) Gallon             | \$_____ each    |
| 5.  | Fifteen (15) Gallon         | \$_____ each    |
| 6.  | 24" Box Tree                | \$_____ each    |
| 7.  | Seeded Turf                 | \$_____ sq. ft. |
| 8.  | Sodded Turf                 | \$_____ sq. ft. |
| 9.  | Stolonized Turf             | \$_____ sq. ft. |
| 10. | Hydroseed                   | \$_____ sq. ft. |

SECTION III**LANDSCAPE AND TURF MAINTENANCE SPECIFICATIONS****1. GENERAL PROVISIONS****A. Scope of Work****BIDDER IS REQUIRED TO SUPPLY ALL PESTICIDES AND HERBICIDES REQUIRED FOR THIS CONTRACT.**

The scope of work consists of maintenance of landscaped and turf parkways, median planters, sports fields and parks within the City of Costa Mesa. The work consists of mowing, trimming and edging of turf, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, application of pesticides, cleaning and maintenance of hardscape areas, litter collection and disposal, and other activities normally associated with the maintenance of municipal landscaped areas.

**Contractor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by labor code sections 6832 and 6390, General Industrial Safety Order section 5194 and Title 8, California Administrative Code. MSDS sheet for each specified item shall be sent to place of shipment. Additionally, all MSDS are to be mailed to Maintenance Services Division, City of Costa Mesa at PO Box 1200, Costa Mesa, California 92628-1200.**

**B. Locations**

See Exhibit C, vicinity and site maps.

**C. Quality of Work**

The Director of Public Services, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. Where the Director of Public Services is mentioned in these General Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement. Any replacement plant material must be approved by the Director of Public Services prior to installation.

To insure consistent quality of the work being performed, the City representative may inspect all areas covered by this contract within 24 hours after scheduled work is performed for the month. Any deficiencies will be recorded on the Performance Deficiency Notification form, see Exhibit B, and submitted to the contractor for review and corrective action. After the correction period allowed in the Performance Deficiency Notification form has passed, the City represent will re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see Exhibit B, to the contractor. Any deficiencies not corrected will have a dollar value assigned and that amount will be deducted from the monthly payment. The bid prices quoted by the contractor in Exhibit D, Service Area Pricing Sheets, will be used to determine the dollar value of any deficiencies.

**D. Landscape Maintenance Specifications**

The Contractor shall maintain a set of the contract documents at the project site at all times.

**E. Definitions**

All references herein to "City" shall mean the City of Costa Mesa or authorized representative.

## **2. CONTRACTOR'S RESPONSIBILITY**

### **A. Experience**

Prior to contract award, the successful Bidder for this contract shall be required to demonstrate to the City that he/she can successfully perform maintenance work of the type involved in this contract and possesses suitable equipment to perform the work.

### **B. Local Office**

The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Field facilities that support daily operations must be within fifteen (15) miles of the City.

### **C. Licenses and Permits**

- 1) The Contractor shall, prior to submitting bid and during contract period, possess all licenses and permits required for the performance of the work required by this contract. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid Pest Control Advisers License and a valid Qualified Applicators License in the appropriate category (B & C). In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the appropriate category.
- 2) No bid shall be considered from a Contractor who, at the time the bids are opened, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived.
- 3) All vehicle operators shall have a valid State of California driver's license for the class of vehicle being operated.
- 4) The Contractor shall have a valid City of Costa Mesa business license prior to starting work.

**The Bidder is to provide a copy of all required licenses, with the Bid submittal.**

### **D. Contractor is an Independent Contractor**

The Contractor shall act under the contract as an independent contractor vis-à-vis the City of Costa Mesa and will not be an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees or agents to be an agent or employee of the City.

### **E. Indemnification**

The Contractor shall indemnify and otherwise hold harmless the City, and its officials, officers, employees, agents and other representatives, from all liability, loss or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor or of any of its agents in the course of or in connection with the Contractor's performance under the contract. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

#### F. Compliance with the Law

The Contractor agrees that his performance under the contract shall comply with all applicable laws of the State of California, and any political subdivision of such state, including without limitation the County of Orange, and the City of Costa Mesa.

#### G. Subcontractors

No subcontractors will be recognized as such. All persons engaged in the work shall be considered as employees of the Contractor, and the Contractor shall be held directly responsible for their work.

#### H. Equal Employment Opportunity

The Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in imposition of penalties referred to in Labor Code Section 1735.

#### I. Personnel

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

All such personnel shall be physically able to do their assigned work. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable company uniforms, with name of company clearly visible. The City may require the contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.

#### J. Supervision

The Contractor shall assign a supervisor to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in plant care, irrigation, pest control, soils, fertilizers, and plant identification. The supervisor must be fluent in the English language, and must be able to communicate effectively with subordinate staff.

The Contractor and the supervisor shall have the knowledge and ability to provide the level of expertise and service desired by the City of Costa Mesa.

All work shall meet with the approval of the City. There shall be regular meetings on site with the contractor and the City to determine progress and to establish areas requiring attention to meet specifications.

#### K. Certification

Employees making recommendations or applying pesticides shall be certified by the State of California Department of Pesticide Regulation and have the required licenses or certificates and Orange County registrations to conduct pesticide application operations.

#### L. Scheduling of Work

**On a monthly basis or more frequently if the City determines it is necessary, the Contractor will provide a comprehensive schedule for the work to be conducted during the next work period. The schedule shall be of the calendar type and shall list the tasks to be accomplished per site and the number of employees and manhours that will be dedicated to the work. The schedule shall also indicate any special work assignments i.e. pesticide application, tree trimming etc. that will be conducted.**

The schedule shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified may result in the issuance of a Deficiency Notice and the monthly payment will be withheld until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 7:00 a.m.

#### M. Underground Alert

The Contractor will comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least 2 days prior to excavation" Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.

### 3. PAYMENT

#### A. Method of Payment/Monthly Reports

The Contractor will be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment. The annual contract amount shall be divided into 12 equal payments.

#### B. Payment Withheld

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

- 1) Work required in the specifications, which is defective, incomplete, or not performed.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the contractor to make payments properly to subcontractors for materials and labor.
- 4) A reasonable doubt that the contract may be completed for the balance then unpaid.

### 4. TERM OF CONTRACT

- A. The contract shall remain in full force and effect for a period of thirty-six (36) months, unless terminated by either party. The contract may be extended, with approval of both parties, for three (3) additional one (1) year periods for a maximum term not to exceed six (6) years.
- B. The contract may be terminated by either party with thirty (30) calendar days written notice; except that if the Contractor should neglect or refuse, or fail for any reason to perform the work, the City may terminate the contract for nonperformance with seven (7) calendar days written notice.

**5. NON-PERFORMANCE**

- A. In case of termination by the City for nonperformance, the City may contract or cause to be done any work not completed at the time of the termination. Payment to the Contractor shall be reduced by the cost of the work.
- B. If it is determined the Contractor has not performed the work satisfactorily under a provision of this contract, a non-credit status may be enforced during this period on "noncompliance." This prorate shall be based on the total yearly amount for labor divided by the working days available.
- C. If a non-credit status is imposed due to the Contractor's nonperformance and/or noncompliance to the specifications and requirements and provisions contained herein or any other work applicable under this contract, it is agreed that the City may withhold payment of any and all invoices submitted by the Contractor for such period, until the nonperformance or noncompliance is corrected, If not correctable, the City may deduct from any payment due, the value of the work that was either not performed or not in compliance with the specifications. This provision shall have no effect on any other rights the City may have under this contract.

**6. NOTICE REQUIREMENT**

Notice shall be deemed to have been given by either party by posting of a registered letter, sending of a telegram, or fax to the business address of the other party.

Mr. Dean Rodia  
 Senior Maintenance Supervisor  
 City of Costa Mesa  
 P. O. Box 1200  
 Costa Mesa, CA 92628-1200  
 Phone: (714) 327-7492  
 Fax: (714) 327-7558

Company Name: \_\_\_\_\_  
 Name & Title of Representative: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State & zip code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

**7. CONTRACT SITES**

See attachment maps. Exhibit C

**8. ADDITIONS/DELETIONS**

Changes in the areas to be maintained may be made as the City accepts new areas/ or relinquishes currently maintained areas. To expedite any changes the Contractor is to complete the **Extra Work Bid Form**, itemizing all applicable labor and material costs. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The contract amount will be adjusted to reflect the additions or deletions.

## 9. EMERGENCY CALLS

- A. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City may be referred to the Contractor for immediate disposition.
- B. Contractor shall respond to emergency calls within two (2) hours from time of notification.
- C. Contractor must designate a person within the company who will be available to respond to emergency calls 24 hours per day.
- D. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis. The Contractor's name and telephone number will also be listed with the City of Costa Mesa Communications Center.
- E. Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety or welfare of the public.
- F. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies and may result in termination of contract.

## 10. SAFETY REQUIREMENTS

- A. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

- B. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

- C. Traffic Control

During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the City harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by City.

Contractor shall notify local authorities of intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities and all other City departments relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles.

When entering or leaving roadways carrying traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. All lane closures will require the completion and City approval of a traffic

control plan prior to conducting work. **Contractor shall provide a flashing sign arrow board for all lane closures.**

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossing through the construction area (W.A.T.C.H.).

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

#### **11. SOUND CONTROL REQUIREMENTS**

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the contract. No pruning operations, use of equipment or tools shall begin before 7:00 a.m.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

#### **12. WASTE DISPOSAL**

Contractor shall be responsible for the collection, removal and disposal of all trash, debris and green waste generated by landscape maintenance activities as per specifications. The Contractor shall be responsible for recycling of at least 50 percent of green waste generated from work conducted within the City. The City shall provide a disposal site, within the city, for both general trash and green waste at no cost to the Contractor.

#### **13. VEHICLE RESTRICTIONS**

Landscaped areas and walkways shall not be driven upon by trucks or other equipment not intended specifically for that purpose i.e. mowers, etc.

#### **14. PROTECTION AND PRESERVATION OF PROPERTY**

The Contractor will be held responsible for the preservation of all **public** and **private property** along and adjacent to the work area, and will be required to exercise due precaution to avoid and prevent any damage or injury, thereto, as a consequence of his operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, and stairways shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired/replaced at the Contractor's own expense.

The Contractor shall be responsible for repairing/replacing any existing plant material or irrigation systems in **public** or **private** landscapes damaged during maintenance operations, to their original condition at Contractor expense. Any damage to landscape areas shall be reported to the City immediately.

#### **15. PUBLIC RELATIONS**

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.

#### **16. INSPECTIONS**

- A. Inspections will be performed by representatives of the City at specified times and random visits when the Contractor may be on the site.

- B. All inspections called for by the Contractor shall be requested from the Senior Maintenance Supervisor at least **forty-eight (48) hours** prior to the anticipated inspection.
- C. All work shall meet the approval of the City, or be rectified by the Contractor to a condition that meets acceptance, at no additional cost to the City. If the Contractor calls for inspections and is not ready for the inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

## **17. NOTICE OF COMPLETION**

The completion of the contract will be accepted and Notice of Completion recorded only when the entire contract is completed satisfactorily to the City.

## **18. GENERAL CLEAN UP**

The Contractor is required to insure that all grass clippings, debris, etc. resulting from the landscape maintenance practice shall be thoroughly cleaned up and removed from the work site at the conclusion of the work day. The facility shall be left in an acceptable condition to the City. In the event the site is left in an unsatisfactory condition, the Contractor will be required to return to the site and correct the unsatisfactory condition.

In the event the Contractor does not correct the condition in a reasonable amount of time, City forces will be dispatched and the Contractor will be charged for the work. Repeated violations of this section will result in termination of the contract. No debris may be left on site or placed in a roadway or drainage structure that is part of or drains to the City's stormwater collection system.

## **SECTION IV**

### **LANDSCAPE MAINTENANCE SPECIAL PROVISIONS**

#### **1. GENERAL LANDSCAPE MAINTENANCE**

Landscape maintenance shall include turf, shrub, ground cover areas, drainage structures and hard surface areas. Maintenance includes the routine mowing, pruning or trimming of turf, shrubs, ground cover to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate a bare area are unacceptable. Keep all areas in a neat, clean, and well maintained condition at all times. All animal feces or other materials detrimental to human health shall be removed daily. All broken glass and sharp objects shall be removed daily. All areas shall have leaves and debris removed on a weekly basis or as frequently as necessary to maintain all areas in a neat, clean and safe condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and other hard surface areas free of obstructions, water, mud, algae, slime, silt, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching on public right of way.

#### **2. GUARANTEE AND/OR REPLACEMENT POLICY**

Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape improvements or repairs shall conform to the City of Costa Mesa Landscape Specifications and Details.

### **3. IRRIGATION**

#### **A. Irrigation Repairs**

City staff shall be responsible for repair of all site irrigation from the water meter and controller through lateral lines and sprinkler heads, except for damages caused by the contractor.

Damages caused by the contractor shall be the responsibility of the contractor to repair within 24 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same type and model as original installation, unless a substitute is approved by City representative. Failure to do so will result in City staff performing the repair and recouping of costs through deduction from monthly payments. In addition, a performance deficiency notice will be issued to the contractor.

#### **B. Irrigation Scheduling and Water Management**

The City shall be responsible for the programming of all irrigation controllers. City staff will program all irrigation controllers using information provided by the contractor on the monthly schedules submitted. Any requests, by the contractor, for adjustments in the programming shall be submitted a minimum of five (5) working days prior to the effective date of the change.

The City shall have final determination regarding the programming of irrigation controllers. The contractor shall immediately report any irrigation system malfunctions, vandalism or damages to the City representative.

### **4. PESTICIDE USE SPECIFICATIONS**

#### **A. GENERAL**

- 1) The Public Services Department of the City of Costa Mesa solicits and encourages the use of effective alternative pest control measures.
- 2) Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Orange.
- 3) Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the Public Services Department of the City of Costa Mesa.
- 4) Prior to the beginning of the contract period, Contractor shall supply to the City a list of all proposed chemicals to be used in the fulfillment of said contract. The most current specimen labels and Material Safety Data Sheets for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses shall be submitted, as well as documentation of County registration. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- 5) City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City.
- 6) A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area, rate and method of application, and time of day.
- 7) City must give consent prior to application of any Category I, or restricted use, pesticide.

## B. REQUIRED REPORTS

- 1) Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to apply, which shall be submitted prior to application of pesticide.
- 2) Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month.
- 3) A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date, identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.
- 4) The City shall be notified verbally within 48 hours and in writing within 5 working days of any new pest problems previously unreported and observed by the Contractor.

## 5. WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape.

## 6. WEED AND PEST CONTROL

### A. GENERAL

- 1) Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.
- 2) Landscaped areas (shrub and ground cover)
  - a. Weed control
    - i. All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the recommended rate according to the label and State Regulations. See Pre-emergent Schedule, Exhibit C.
    - ii. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

b. Snail control

- i. Snails shall be controlled on an as needed basis on all plant material, as determined by the City.

c. Insect and disease control

- i. All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

**7. LANDSCAPE MAINTENANCE (All landscaped areas)**

**A. SHRUB MAINTENANCE**

1) Shape

**All shrubs to be trimmed symmetrically in natural form and proportion**, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative. **Decorative, poodle cuts or other unnatural pruning will not be permitted.**

2) Fertilizer

Fertilize all ground cover beds two (2) times per year by the end of the first week of the following months of May and August, per Fertilizer Schedule, Exhibit C.

3) Pre-emergent

To be completed two (2) times per year by the end of the first week of each of the following months of March and October. See Exhibit C. The contractor may choose to apply pre-emergent on a regular basis to keep weed populations at an acceptable level and reduce manpower requirements. These application will be at the discretion and at the expense of the contractor.

4) Pruning

Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance. Pruning shall be performed as frequently as necessary to maintain shrubs at a height determined by the City representative.

5) Shearing

Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition. **No 'boxing' or square shearing permitted. Shearing of plants not designated by the City's representative will result in a penalty of \$200 per occurrence and the replacement of the plant with a 15 gallon-size plant of the same genus and species at the Contractor's expense.**

**B. GROUND COVER MAINTENANCE**

1) Trimming

All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or Right-of-Way. All dead, diseased and unsightly branches or other growth

shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of 6" from, but not limited to, all trees, shrubs, walls and fences. Unless otherwise directed by City representative.

2) Fertilizer

Fertilize all ground cover and shrub beds two (2) times per year by the end of the first week of the months of May and August as per Fertilizer Schedule, see Exhibit B.

3) Pre-emergent

To be completed two (2) times per year by the end of the first week of each of the following months of March and October, see Exhibit C. At the maximum allowable rate per the manufacturers labeled recommendation. The contractor may choose to apply pre-emergent on a regular basis to keep weed populations at an acceptable level and reduce manpower requirements. These applications will be at the discretion and at the expense of the contractor.

## 8. TURF MAINTENANCE

### A. MOWING

The Contractor shall mow all turf grass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. **Mowing patterns shall be alternated** monthly

### B. FREQUENCY

Turfgrass shall be mowed **one (1) time per week** during the months of January through September. Turfgrass shall be mowed every-other-week during the months of October through December.

### C. HEIGHT

All warm season turf grasses (except hybrid Bermuda grass) shall be cut at 1" throughout the year. Hybrid Bermuda to be cut at ½" or as directed by City. All cool season turf grasses shall be cut at 2" throughout the year. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.

### D. MACHINE TYPE

Warm/cool season turf blends may be mowed with rotary or reel type mowers. All kikuyugrass shall be cut with rotary type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible for large park areas, sports fields and open spaces. Flail mowers may be used on larger turf areas with approval of the City. The use of rotary mowers with clipping collection systems are required for all City facilities (community centers, Civic Center, or other City buildings), fire stations, medians, parkways or areas where mulching mowers are unacceptable due to the debris left behind. .

### E. CLIPPINGS

All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a disposal site specified by the City. At no time shall unsightly clippings be left following mowing operation. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment.

#### F. EDGING

All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger equipped with a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.

#### G. STRING TRIMMING

String trimming shall be performed **on a weekly basis**. Mechanically trim growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage, or other items located within turf areas.. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height. Complete removal of grass may be allowed around the base of trees, but shall not exceed more than 18" from the trunk of the tree and away from the dripline of shrubs.

#### H. WEEDS

All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds including top growth and roots.

#### I. PRE-EMERGENT HERBICIDE

Pre-emergent herbicides labeled for use on turf shall be applied as per Extra Work Bid Form.

#### J. FERTILIZER

Fertilizer type and application requirements are listed in Fertilizer Schedule (Exhibit C). This is a minimum requirement. Turf grass shall be continually fertilized to maintain a healthy, vigorously growing condition with horticulturally acceptable growth and color, as determined by the City. The Contractor may be required to determine plant nutrient requirements by appropriate methods including soil and/or leaf analysis. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. This notification shall include the following:

- Location and exact date the fertilizer application will be performed.
- Type of fertilizer and method of application to be used.

The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by City. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

#### K. TURF RESEEDING AND RESTORATION OF BARE AREAS

Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality on a continual basis. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Top dress, seed and application rate shall be as approved by the City.

#### L. RENOVATION

The renovation of approximately 85 acres of turf grass shall be performed 1 time per year. Median and Sports turf will be the primary areas of service unless otherwise specified by the City representative. Renovation shall be performed during the period between June and August. Turf renovation shall consist of aerification, vertical mowing (dethatching) and fertilization. Ruts, holes,

low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. This task shall be performed at no additional cost to City.

## 9. SPORTS TURF MAINTENANCE

### A. GENERAL

The contractor shall be responsible for removal of all litter and debris prior to mowing of any and all turf areas. All debris or litter caused by or worsened by the mowing operation shall be removed prior to the crew leaving the site. Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris.

### B. MOWING

#### 1) EQUIPMENT

All sports fields, except The Farm Sports Complex and the TeWinkle Athletic Complex, shall be mowed with a rotary or flail-type mower. The two sports facilities shall be mowed with reel-type mowers. All reel-type mowers shall be equipped with minimum seven (7) bladed reels and variable hydrostatic controls, except for the commercial walk behind reel-type mowers. All mowers shall be sharp and adjusted properly to provide a clean, even cut at the specified height. All mowers must be thoroughly cleaned prior to arrival on the site. This is to prevent transportation and introduction of noxious weeds into the sports turf.

#### 2) HEIGHT OF CUT

The City shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. Typically, the height of cut for hybrid Bermudagrass shall be  $\frac{1}{2}$  to  $\frac{3}{4}$  inch or as specified by the City representative. Typically the height of cut for all other sports turf shall be 1.5 inches. The approved cutting height shall not be changed without authorization of the City Inspector or representative.

#### 3) MOWING PATTERN

The contractor shall change the direction and pattern of mowing each time the facility is mowed. At no time shall the contractor use the same pattern in consecutive mowings.

#### 4) MOWING FREQUENCIES

Unless otherwise specified or directed by the City representative, mowing frequencies shall be as listed below:

##### The Farm Sports Complex and TeWinkle Park Athletic Complex:

March 1st thru September 30th – Mow hybrid Bermudagrass fields **2 times per week**.

October thru November – Mow hybrid Bermudagrass fields **1 time per week**.

December 1<sup>st</sup> thru February 28<sup>th</sup> – Mow hybrid Bermuda **every other week**.

##### All Other Sport Fields:

Turf shall be mowed one (1) **time per week** during the months of January through September.

Turf shall be mowed two (2) times per month during the months of October through December.

## 5) DISPOSAL OF CLIPPINGS

Clippings shall be collected and removed at the end of each mowing. No excess clippings shall be left to accumulate on top of any turf areas. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment. Mulching mowers may be used upon prior approval by the City inspector or representative.

### C. EDGING

Edging shall be performed **at the same frequency as the mowing operations**, with a power edger equipped with a steel blade. All hardscape edges adjacent to turfgrass shall be edged with a power edger as described above. The City may grant permission to use a string trimmer in certain situations where it may be deemed appropriate. The contractor shall remove all clippings and clean all hard surface areas prior to leaving the facility. Blowing debris onto non-turf areas is permitted. No debris may be blown back on to the freshly mowed turf, into the roadway or any drainage structure that is part of or drains to the City's stormwater collection system.

### D. STRING TRIMMING

String trimming shall be performed **at the same frequency as the mowing operations**. Mechanically trim turf growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height, if complete removal of grass is allowed it will not exceed more than 1824" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the Contractor will be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established.

## 10. MEDIANS

- A. All specifications previously listed shall apply to Median Service Areas, with the exception of Item 9 of Section IV, Sports Turf Maintenance. In addition to landscape and turf maintenance the contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks and patterned concrete surfaces, which are part of the median.
- B. All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.
- C. All hard surface areas shall be cleaned monthly to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the contractor.
- D. Plant material shall not be allowed to obstruct any site line of vehicular traffic, and shall be kept below 36" in height from the road surface in any area where traffic site lines may be impacted. City representative may provide direction as requested for proper maintenance.
- E. Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, or expansion joints, and areas contiguous to the City landscape.

- F. All maintenance personnel shall wear safety vests while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without City approved Traffic Control Plan and all required traffic control signage in place.
- G. Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

**Once the City has determined the lowest responsive and responsible bid, a Professional Services Agreement will be created and approved by the City Attorney's Office and the bid award and the Professional Services Agreement will be sent to City Council for award and authorization. It is anticipated that this will go before the City Council on the December 6, 2005 meeting, so time is of the essence.**

# **EXHIBIT “A”**



CITY OF COSTA MESA

**PERFORMANCE DEFICIENCY STATUS MEMO**

Company \_\_\_\_\_  
Location \_\_\_\_\_  
Date \_\_\_\_\_

Performance Deficiency Notification Date: \_\_\_\_\_

On \_\_\_\_\_, I re-inspected this area and the following deficiencies were:

C=Corrected                      Un=Un-corrected

Ground Cover

- \_\_\_\_\_ Missing/Replant
- \_\_\_\_\_ Dead/Stressed
- \_\_\_\_\_ Trimmed/Walks/Fences
- \_\_\_\_\_ Trimmed/Heads/Boxes
- \_\_\_\_\_ Annual Grass Weeds
- \_\_\_\_\_ Broadleaf Weeds
- \_\_\_\_\_ Fertilize/Pre-Emerge
- \_\_\_\_\_ Pests
- \_\_\_\_\_ Rodents
- \_\_\_\_\_ Clippings/Debris
- \_\_\_\_\_ Cultivation
- \_\_\_\_\_ Erosion/Depressions
- \_\_\_\_\_ Buffer Zone Maint.
- \_\_\_\_\_ Stakes/Arborguards

Shrubs

- \_\_\_\_\_ Missing/Replant
- \_\_\_\_\_ Dead/Stressed
- \_\_\_\_\_ Thinned/Pruned
- \_\_\_\_\_ Fertilize/Pre-Emerge
- \_\_\_\_\_ Pests

Hard Surfaces/ Medians

- \_\_\_\_\_ Clean Walks/Gutter
- \_\_\_\_\_ Clean Drains/Vee Ditch
- \_\_\_\_\_ Hazardous Conditions
- \_\_\_\_\_ Patterned Concrete
- \_\_\_\_\_ Weeds

Turf

- \_\_\_\_\_ Bare Areas/Overseed
- \_\_\_\_\_ Dead/Stressed
- \_\_\_\_\_ Mowing/Edging
- \_\_\_\_\_ Fertilize/Pre-Emerge
- \_\_\_\_\_ Grassy Weeds
- \_\_\_\_\_ Broadleaf Weeds
- \_\_\_\_\_ Aeration/Verticutting
- \_\_\_\_\_ Clippings/Debris
- \_\_\_\_\_ Erosion Depressions
- \_\_\_\_\_ Rodents

Reports

- \_\_\_\_\_ Pesticide Use/NOI
- \_\_\_\_\_ Weekly Schedules
- \_\_\_\_\_ Irrigation Controller Log
- \_\_\_\_\_ Landfill Diversion

Comments:

Re-Inspection Evaluation:    Upon re-inspection, the above listed items noted as Un=uncorrected were found to be deficient, and as reported to the Contractor on the notification date, the Costa Mesa Public Services Department has determined the value as follows:

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_ Substandard Performance: \$ \_\_\_\_\_

Maintenance Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_ Non-Performance: \$ \_\_\_\_\_

Total Value: \$ \_\_\_\_\_

# **EXHIBIT “B”**

## FERTILIZATION AND PRE-EMERGENT SCHEDULES

### BIDDER IS TO PROVIDE ALL PESTICIDES, HERBICIDES AND FERTILIZER REQUIRED FOR THIS CONTRACT.

#### TURF FERTILIZATION SCHEDULE

Apply fertilizer only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
1x/yr	June 1	21-7-14	5 lbs./1000 sq. ft.
1x/yr	Sept. 1	22-5-7	5 lbs./1000 sq. ft.5

#### TURF RENOVATION

1x/yr	June-August	Dethatch
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#### SHRUB AND GROUNDCOVER FERTILIZATION AND PRE-EMERGENT SCHEDULE

Apply fertilizer to landscape only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

Groundcover and shrub beds.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr	May 1 Aug. 1	Triple 9 Triple 9	11lbs./1000 sq. ft.
2x/yr	March 1 Oct. 1	Pre-Emerge Ronstar G	Maximum Rate Per Label

#### SPORTS TURF RENOVATION

<u>Location</u>	<u>Task</u>	<u>Frequency</u>	<u>Month</u>
The Farm	Dethatch	1 x/yr	June
TeWinkle Park	Dethatch	1 x/yr	August
Balearic	Dethatch	1 x/yr	July

#### **DETHATCHING NOT TO EXCEED 75 ACRES ANNUALLY**

**EXHIBIT “C”**

**CITY OF COSTA MESA**

**VACINITY MAPS**

# **Neighborhood Parks and** **City Facilities**

# **Parkways and Medians**

# **Sports Fields**

# **Fire Stations**

**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**

COPY

1. Bidder's Information Form

Each bid shall set forth the full names and residences of all persons and parties interested in the contract. If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers. If the Bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the Bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder. In case of corporations, include the names of the President, Secretary, Treasurer, and Manager.

The undersigned, as Bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Firm Name: MERCHANTS LANDSCAPE SERVICES INC.

Address: 1639-C E. EDINGER AVE., SANTA ANA, CA. 92705

Telephone: (800) 645-4881 Fax: (714) 972-3185  
Area Code Area Code

Federal Tax I.D. Number: 95-4725606

Is your firm incorporated:  Yes  No

Signature: *Mark C Brower* PRES

Check one:  Owner  Partner  Officer

Print Signature's Name: MARK C BROWER

Title: PRESIDENT

Date: 11-11-05

Bidder's Contact Person:

MARK BROWER Telephone #: (800) 645-4881

2. References

The Bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed, especially for public agencies, and give references which will enable the City to judge his responsibility, experience, skill, and business and financial standing. Include at least three references with the name of the firm, address, contact person, phone number, and dollar amount of contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the Bidder's own organization or subsidiary. The City of Costa Mesa reserves the right to contract all references.

CITY OF CHULA VISTA 1600 MAXWELL RD CHULA VISTA, CA 91911	ROITE BARRAINS #940,000/YR (619) 921-6995	6 YRS
ETIWAANDA SCHOOL DISTRICT 2251 E. AVE ETIWAANDA, CA 91739	STEVEN ESCHER (909) 499-2451	5 YRS
COUNTY OF SAN BERNARDINO 777 BAINROAD SAN BERNARDINO, CA	PHIL KROUSE (909) 387-2588	\$ 95,000/YR 3 YRS

3. Bidder's Statement of Past Contract Disqualifications

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for landscape maintenance.

A. Have you ever been disqualified from any contract:  Yes  No

B. If yes, explain the circumstance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Independent Price Determination

I certify that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

  
Authorized Signature

6. Drug-Free Workplace

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" included above in number five and hereby agrees to comply with required policy.

Mark C Brower Pres.  
Authorized Signature

7. License Information

Individual/Firm Name: MERCHANTS LANDSCAPE SERVICES INC

Business License for Pest Control Number: License # 04-1220002

Pest Control Advisor's License:

Name of Individual and License Number: BRAD BAKER, #01044

Issued on 0/01, 2005 and currently in good standing.

Qualified Applicator License (Category B and C):

Name of Individual and License Number: DANNY WHALEY, #35318

Issued on 01/01, 2004 and currently in good standing.

Signing this 11<sup>TH</sup> day of NOV., 2005.

By: Mark C Brower Pres.  
MARK C BROWER PRES.  
Print Name and Title

Address: 1639-c E. RDINGER AVE.  
SANTA ANA, CA 92705

Telephone: (800) 645-4881

**BIDDER TO SEND COPIES OF ALL LICENSES WITH THE BID SUBMITTAL:**

- CITY OF COSTA MESA BUSINESS LICENSE**
- C27 LICENSE**
- PEST CONTROL ADVISOR'S LICENSE**
- QUALIFIED APPLICATOR'S LICENSE**

8. Statement of Ability to Meet Insurance Requirements

I have reviewed the attached City of Costa Mesa Insurance Requirements with my insurer and am able to provide verification of coverage after award of the contract.

SEE ATTACHED INSURANCE CERTS  
(MERCHANTS IS SELF-INSURED FOR WORKERS COMP)

*[Handwritten Signature]*

Authorized Signature

Name of Insurance Company/Broker

MARK BROWER

Print Name of Authorized Signer

Insurance Company/Broker

PRESIDENT

Title of Authorized Signer

Address

LANDSCAPE CONTRACTORS  
INSURANCE SERVICES

Name of Company

(559) 650-3555

Insurance Company/Broker Telephone

9. Requested Company Information:

1. Length of time your firm has been in business: 6 YRS

2. Length of time at current location: 3 YRS

3. The classification of the Contractor's license in the company's name required in the performance of this contract is a C-27. Contractor is to submit a copy of this license with bid documents.

Valid California License # 765658 Expiration Date: 07/31/2007

BIDDER'S NAME

**BID SUMMARY FORM**

Bidder is to complete detailed pricing sheets (which follow) and write in total amounts below.

Location of sites and areas to be maintained are listed in Exhibit "C".

The undersigned certifies that he/she has read all documents related to this bid and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby proposes to the City of Costa Mesa the following:

**AS DESCRIBED IN THIS CONTRACT:**

Total costs include the cost for all pesticides, herbicides, labor, materials, tools, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements.

Price Sheet	Service Area	Monthly Total	Annual Total
#1	Parks and Facilities	\$ 9,368.00	\$ 112,416.00
#2	Parkways and Medians	\$ 7,843.00	\$ 94,116.00
#3	Sports Turf	\$ 2,262.00	\$ 27,144.00
#4	Fire Stations	\$ 411.00	\$ 4,932.00
		<b>GRAND TOTAL</b>	<b>\$ 238,608.00</b>

**IMPORTANT PAYMENT TERMS:**

City payment terms: Net 30.

The City of Costa Mesa will utilize early payment discounts of invoices if possible, and will be included in the evaluation if said discount is offered for twenty (20) days or longer. Indicate any discount offered: \_\_\_\_\_ %

**Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda. The undersigned Bidder agrees he will contract with the City of Costa Mesa to provide all necessary labor, supervision, machinery, tools, apparatus, and other means needed to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed.

MERCHANTS  
LANDSCAPE SERVICES INC.  
Bidder Name (Person, Firm, Corp.)

[Signature]  
Signature of Authorized Representative

1639-C E. EDINGER AVE.  
Address

MARK C BROWER  
Name of Authorized Representative

SANTA ANA CA 92705  
City, State, Zip Code

PRESIDENT  
Title of Authorized Representative

949-445-8881  
Telephone Number

949-445-2105  
Facsimile Number

BIDDER'S NAME MORCOTANIS

**Detailed Pricing #1 for Landscape and Turf Maintenance for  
NEIGHBORHOOD PARKS AND CITY FACILITIES SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-1	Balearic Center 1975 Balearic Drive (8 Acres Turf) (63,000 Sq. Ft. Slope Area)	\$ <u>552</u> <u>72</u>	\$ <u>6,624</u> <u>864</u>
Subtotal P-1		\$ <u>624</u>	\$ <u>7,488</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-2	Brentwood Park 265 Monte Vista Avenue (.92 Acres Turf)	\$ <u>138</u>	\$ <u>1,656</u>
P-3	Canyon Park 970 Arbor Street (4.51 Acres Turf)	<u>414</u>	<u>4,968</u>
P-4	Civic Center 77 Fair Drive (3.13 Acres Turf)	<del>55</del> <u>414</u>	<u>4,968</u>
P-5	Civic Center Park 111 Fair Drive (2.60 Acres Turf)	<u>172</u>	<u>2,064</u>
P-6	Community Garden 523 Hamilton Street (3,100 Sq. Ft. Turf) (1,900 Sq. Ft. Planters)	<u>69</u> <u>0</u>	<u>828</u> <u>0</u>
Subtotal P-2 thru P-6		\$ <u>1,207</u>	\$ <u>14,484</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-7	Corporation Yard 2310 Placentia Avenue (10,517 Sq. Ft. Turf) (14,708 Sq. Ft. Planters)	\$ <u>155</u> <u>20</u>	\$ <u>1,860</u> <u>240</u>
Subtotal P-7		\$ <u>175</u>	\$ <u>2,100</u>

Detailed Pricing #1 for Parks & Facilities continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-8	Costa Mesa Senior Citizen Center 695 W. 19 <sup>th</sup> Street (15,142 Sq. Ft. Turf) (19,659 Sq. Ft. Planters)	\$ <u>46</u> <u>6</u>	\$ <u>552</u> <u>72</u>
Subtotal P-8		\$ <u>52</u>	\$ <u>624</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-9	Del Mesa Park 3120 Manistee Drive (2 Acres Turf)	\$ <u>153</u>	\$ <u>1836</u>
P-10	Estancia Park 1900 Adams Avenue (4.5 Acres Turf)	<u>310</u>	<u>3720</u>
P-11	Fairview Park 2501 Placentia Avenue (11.34 Acres Turf)	<u>793</u>	<u>9516</u>
P-12	Gisler Park 1250 Gisler Avenue (3.37 Acres Turf) (18,500 Sq. Ft. Slope Area along Fairview)	<u>234</u> <u>30</u>	<u>2808</u> <u>360</u>
Subtotal P-9 thru P-12		\$ <u>1520</u>	\$ <u>18240</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-13	Heller Park 257 E 16 <sup>th</sup> Street (1.94 Acres Turf)	\$ <u>153</u>	\$ <u>1836</u>
P-14	Jordan Park 2141 Tustin Avenue (1.46 Acres Turf)	<u>103</u>	<u>1236</u>
P-15	Ketchum-Libolt Park 2150 Maple Street (2,800 Sq. Ft. Turf) (2,900 Sq. Ft Planters)	<u>38</u> <u>5</u>	<u>456</u> <u>60</u>
Subtotal P-13 thru P-15		\$ <u>279</u>	\$ <u>3352</u>

## Detailed Pricing #1 for Parks &amp; Facilities continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-16	Lindbergh Park 220 23 <sup>rd</sup> Street (5.15 Acres Turf)	\$ <u>345</u>	\$ <u>4,140</u>
P-17	Lions Park 570 W 18 <sup>th</sup> Street (5.5 Acres Turf)	<u>380</u>	<u>4,560</u>
P-18	Marina View Park 1035 W 19 <sup>th</sup> Street (1.42 Acres Turf)	<u>115</u>	<u>1,380</u>
P-19	Mesa Verde Park 1795 Samar Drive (1.97 Acres Turf)	<u>153</u>	<u>1,836</u>
P-20	Mesa Verde Library ✓ 2969 Mesa Verde Drive East (.22 Acres Turf)	<u>58</u>	<u>696</u>
P-21	Moon Park 3377 California Street (1.06 Acres Turf)	<u>58</u>	<u>696</u>
P-22	Paularino Park 1040 Paularino Avenue (1.95 Acres Turf)	<u>153</u>	<u>1,836</u>
P-23	Pinkley Park 360 Ogle Street (2.43 Acres Turf)	<u>173</u>	<u>2,076</u>
P-24	Shiffer Park 3143 Bear Street (4.77 Acres Turf)	<u>345</u>	<u>4,140</u>
P-25	Smallwood Park 1646 Corsica Place (2.50 Acres Turf)	<u>173</u>	<u>2,076</u>
P-26	Suburbia II Park 3302 Alabama Circle (.69 Acres Turf)	<u>58</u>	<u>696</u>

Detailed Pricing #1 for Parks & Facilities continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-27	Tanager Park 1780 Hummingbird Drive (7.51 Acres Turf)	\$ <u>518</u>	\$ <u>6216</u>
P-28	TeWinkle Park 970 Arlington Drive (22.39 Acres Turf) (24,000 Sq. Ft. Slope Area)	<u>1518</u> <u>20</u>	<u>18,216</u> <u>240</u>
Subtotal P-16 thru P-28		\$ <u>4067</u>	\$ <u>48,804</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-29	Vista Park 1200 Victoria Street (6.46 Acres Turf) (38,000 Sq. Ft. Slope Area)	\$ <u>448</u> <u>30</u>	\$ <u>5376</u> <u>360</u>
Subtotal P-29		\$ <u>478</u>	\$ <u>5736</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-30	Wakeham Park 3400 Smalley Road (8.24 Acres Turf)	\$ <u>569</u>	\$ <u>6,828</u>
P-31	Westside Sub-Station 567 W 18 <sup>th</sup> Street (2,170 Sq. Ft. Turf)	<u>35</u>	<u>420</u>
P-32	Wilson Park 360 W Wilson Street (1.97 Acres Turf)	<u>153</u>	<u>1,836</u>
P-33	Wimbledon Park 3440 Wimbledon Way (2.75 Acres Turf)	<u>189</u>	<u>2,268</u>
Subtotal P-30 thru P-33		\$ <u>946</u>	\$ <u>11,352</u>

TOTAL DETAILED PRICING #1 \$ 9368 \$ 112,416  
(P-1 thru P-33)

(Enter Total Detailed Pricing amount in Parks and Facilities section #1 of the Recap Page)

BIDDER'S NAME WICK COMPANY

## Detailed Pricing #2 for Landscape, Hardscape and Turf Maintenance of

## PARKWAYS AND MEDIAN SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-1	Adams Avenue Medians & Parkway (Albatross to Santa Ana River) (.05 Acres Turf)	\$ <u>196</u>	\$ <u>2352</u>
	(1,446 Sq. Ft. Planters)	<u>11</u>	<u>132</u>
	(483 Sq. Ft Hardscape)	<u>9</u>	<u>108</u>
	Subtotal M-1	\$ <u>216</u>	\$ <u>2,592</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-2	Adams Avenue Medians (Mesa Verde Drive West to Fairview) (.52 Acres Turf)	\$ <u>49</u>	\$ <u>588</u>
	(5,426 Sq. Ft. Planters)	<u>43</u>	<u>516</u>
	(12,848 Sq. Ft. Hardscape)	<u>23</u>	<u>276</u>
	Subtotal M-2	\$ <u>115</u>	\$ <u>1,380</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-3	Anton Blvd Medians (Ave of the Arts to Sunflower) (.35 Acres Turf)	\$ <u>137</u>	\$ <u>1644</u>
	(5,236 Sq. Ft. Hardscape)	<u>10</u>	<u>120</u>
	Subtotal M-3	\$ <u>147</u>	\$ <u>1,764</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-4	Arlington Drive (At Newport Blvd) (1,638 Sq. Ft. Hardscape)	\$ <u>3</u>	\$ <u>36</u>

## Detailed Pricing #2 for Parkways &amp; Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-5	Avenue of the Arts Medians (Sunflower to Anton) (.08 Acres Turf) (3,500 Sq. Ft. Hardscape)	\$ <u>31</u> <u>6</u>	\$ <u>372</u> <u>72</u>
Subtotal M-4 thru M-5		\$ <u>37</u>	\$ <u>444</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-6	Baker Street Parkway (Babb to Fairview) (4,583 Sq. Ft. Planters)	\$ <u>37</u>	\$ <u>444</u>
M-7	Baker Street Median (At 73 Freeway Overpass) (4,200 Sq. Ft. Hardscape)	<u>8</u>	<u>96</u>
M-8	Baker Street Median (At 55 Freeway Overpass) (1,137 Sq. Ft. Hardscape)	<u>2</u>	<u>24</u>
M-9	Bear Street Median (At Metro Pointe) (.10 Acres Turf) (4,452 Sq. Ft. Hardscape)	<del>41</del> <u>38</u> <u>8</u>	<u>456</u> <u>96</u>
Subtotal M-6 thru M-9		\$ <u>93</u>	\$ <u>1116</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-10	Bear Street Parkways (At Yukon) (15,075 Sq. Ft. Planters)	\$ <u>121</u>	\$ <u>1452</u>
M-11	Bristol Street Parkway (3200 Bristol Street) (6,745 Sq. Ft. Turf)	<u>61</u>	<u>732</u>
M-12	Bristol Street Medians (Baker to Sunflower) (.32 Acres Turf) (14,942 Sq. Ft. Hardscape)	<u>125</u> <u>28</u>	<u>1500</u> <u>336</u>
Subtotal M-10 thru M-12		\$ <u>335</u>	\$ <u>4520</u>

## Detailed Pricing #2 for Parkways &amp; Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-13	Bristol Street Medians (At 55 Freeway Overpass) (11,672 Sq. Ft. Hardscape)	\$ <u>22</u>	\$ <u>264</u>
M-14	Bristol Street Medians (At 73 Freeway Overpass) (4,134 Sq. Ft. Hardscape)	<u>7</u>	<u>84</u>
M-15	California Street Median (Iowa to Alaska) (3,809 Sq. Ft. Turf)	<u>35</u>	<u>420</u>
M-16	Canyon Drive Parkway (Sea Bluff to Victoria) (1,245 Sq. Ft. Planters)	<u>10</u>	<u>120</u>
M-17	Coolidge Avenue Medians (8,400 Sq. Ft. Planters)	<u>67</u>	<u>804</u>
M-18	Fair Drive Parkways (Harbor to Fairview) (1.43 Acres Turf)	<u>560</u>	<u>6720</u>
M-19	Fair Drive/ Del Mar Avenue Medians (Fair & Del Mar at Newport Blvd) (6,537 Sq. Ft. Hardscape)	<u>12</u>	<u>144</u>
M-20	Fairview Road Medians (Newport to Sunflower) (1.40 Acres Turf) (1,710 Sq. Ft. Planters) (23,818 Sq. Ft. Hardscape)	<u>548</u> <u>14</u> <u>44</u>	<u>6,576</u> <u>168</u> <u>528</u>
Subtotal M-13 thru M-20		\$ <u>1,319</u>	\$ <u>15,828</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-21	Gisler Avenue Parkway (College to Harbor) (2,688 Sq. Ft. Planters)	\$ <u>21</u>	\$ <u>252</u>

## Detailed Pricing #2 for Parkways &amp; Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-22	Golf Course Drive Parkway & Medians (Mesa Verde to Tanager) (3,589 Sq. Ft. Planters) (815 Sq. Ft. Hardscape)	\$ <u>29</u> <u>2</u>	\$ <u>348</u> <u>24</u>

Subtotal M-21 thru M-22    \$ 52                      \$ 624

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-23	Harbor Blvd Medians (Wilson to MacArthur) (1.20 Acres Turf) (52,078 Sq. Ft. Hardscape)	\$ <u>470</u> <u>96</u>	\$ <u>5640</u> <u>1,152</u>

Subtotal M-23    \$ 566                      \$ 6,792

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-24	Harbor Blvd Medians (W 19 <sup>th</sup> to Newport Blvd) (2,480 Sq. Ft. Hardscape)	\$ <u>4</u>	\$ <u>48</u>
M-25	Merrimac Way Medians (Harbor to Fairview) (.27 Acres Turf) (7,017 Sq. Ft. Hardscape)	<u>45</u> <u>13</u>	<u>540</u> <u>156</u>

Subtotal M-24 thru M-25    \$ 62                      \$ 744

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Mesa Verde Drive Parkways & Medians (Adams to Adams) (1.77 Acres Turf) (1,478 Sq. Ft. Hardscape)	\$ <u>693</u> <u>3</u>	\$ <u>8316</u> <u>36</u>

Subtotal M-26    \$ 696                      \$ 8,352

## Detailed Pricing #2 for Parkways &amp; Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-27	Mesa Verde Drive East Medians (Harbor to Adams) (1,062 Sq. Ft. Turf) (930 Sq. Ft. Hardscape)	\$ <u>10</u> <u>2</u>	\$ <u>120</u> <u>24</u>
Subtotal M-27		\$ <u>12</u>	\$ <u>144</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-28	Newport Blvd Parkways & Medians (Industrial to 19 <sup>th</sup> Street) (.51 Acres Turf) (105,546 Sq. Ft. Planters) (10,643 Sq. Ft. Hardscape)	\$ <u>200</u> <u>844</u> <u>20</u>	\$ <u>2,400</u> <u>10,128</u> <u>240</u>
Subtotal M-28		\$ <u>1,064</u>	\$ <u>12,768</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-29	Peterson Way Median (At Harbor Blvd) (434 Sq. Ft. Hardscape)	\$ <u>1</u>	\$ <u>12</u>
M-30	Redhill Median (At Airport Loop) (7,780 Sq. Ft. Turf) (3,000 Sq. Ft. Hardscape)	<u>70</u> <u>5</u>	<u>840</u> <u>60</u>
Subtotal M-29 thru M-30		\$ <u>76</u>	\$ <u>912</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-31	Sakioka Drive Medians (Sunflower to Anton) (.13 Acres Turf) (1,980 Sq. Ft. Hardscape)	\$ <u>51</u> <u>4</u>	\$ <u>612</u> <u>48</u>
Subtotal M-31		\$ <u>55</u>	\$ <u>660</u>

Detailed Pricing #2 for Parkways & Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-32	South Coast Drive Medians (Harbor to Bear) (.66 Acres Turf) (1,590 Sq. Ft. Hardscape)	\$ <u>259</u> <u>3</u>	\$ <u>3,108</u> <u>36</u>
Subtotal M-32		\$ <u>262</u>	\$ <u>3,144</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-33	Sunflower Parkways (At Smalley Road) (26,824 Sq. Ft. Planters)	\$ <u>214</u>	\$ <u>2,568</u>
M-34	Sunflower Medians (Harbor to Main) (.53 Acres Turf) (17,938 Sq. Ft. Hardscape)	<u>208</u> <u>33</u>	<u>2,496</u> <u>396</u>
Subtotal M-33 thru M-34		\$ <u>455</u>	\$ <u>5,460</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-35	Susan Street Medians (South Coast to Sunflower) (.17 Acres Turf) (7,720 Sq. Ft. Hardscape)	\$ <u>67</u> <u>14</u>	\$ <u>804</u> <u>168</u>
Subtotal M-35		\$ <u>81</u>	\$ <u>972</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-36	Victoria Street Parkways & Medians (Harbor to Canyon) (218,092 Sq. Ft. Planters) (16,700 Sq. Ft. Turf) (3,324 Sq. Ft. Hardscape)	\$ <u>1,744</u> <u>150</u> <u>6</u>	\$ <u>20,928</u> <u>1,800</u> <u>72</u>
Subtotal M-36		\$ <u>1,900</u>	\$ <u>22,800</u>

## Detailed Pricing #2 for Parkways &amp; Medians continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-37	E 17 <sup>th</sup> Street Median (At Fullerton) (1,470 Sq. Ft. Turf)	\$ <u>13</u>	\$ <u>156</u>
M-38	W 19 <sup>th</sup> Street Parkway (At Whittier) (2,870 Sq. Ft. Turf)	<u>26</u>	<u>312</u>
M-39	19 <sup>th</sup> Street Medians (Park Avenue to Fullerton) (7,850 Sq. Ft. Planters) (3,342 Sq. Ft. Hardscape)	<u>62</u> <u>6</u>	<u>744</u> <u>72</u>
Subtotal M-37 thru M-39		\$ <u>107</u>	\$ <u>1284</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-40	19 <sup>th</sup> Street/Newport Blvd. (Planter on NW corner of 19 <sup>th</sup> St) (1,200 Sq. Ft.)	\$ <u>10</u>	\$ <u>120</u>
M-41	Elden Avenue/Del Mar Avenue (Planter on NW corner of Del Mar) (1,950 Sq. Ft.)	<u>15</u>	<u>180</u>
M-42	Loren Lane/Watson Avenue (Hardscape & Tree Wells North of Baker St) (2,600 Sq. Ft.)	<u>5</u>	<u>60</u>
M-43	19 <sup>th</sup> Street Parkway and Median Planters (Park Avenue to Placentia Avenue) (13,000 Sq. Ft. Parkways) (6,000 Sq. Ft. Medians) (1,500 Sq. Ft. Hardscape)	<u>104</u> <u>48</u> <u>3</u>	<u>1248</u> <u>576</u> <u>36</u>
Subtotal M-40 thru M-43		\$ <u>185</u>	\$ <u>2220</u>

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**Detailed Pricing #2 for Parkways & Medians continued**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-44	17 <sup>th</sup> Street/Newport Blvd. (Two hardscape medians E of Newport Blvd. & one hardscape median W of Newport Blvd.)  (2,000 Sq. Ft.)	\$ <u>4</u>	\$ <u>48</u>
M-45	Bristol/405 Freeway Entrance (Triangle shaped hardscape located southbound Bristol [Westside] at 405 freeway entrance.)	<u>4</u>	<u>48</u>
Subtotal M-44 thru M-45		\$ <u>8</u>	\$ <u>96</u>
TOTAL DETAILED PRICING #2 (M-1 thru M-45)		\$ <u>7843</u>	\$ <u>94,116</u>

(Enter Total Detailed Pricing amount in the Parkways and Medians section #2 of the Recap Page)

**Detailed Pricing #3 for Landscape and Turf Maintenance of**

**SPORTS TURF SERVICE AREAS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-1	The Farm Sports Complex 2750 Fairview Road (14.7 Acres Turf)  (45,492 Sq. Ft. Planters)	\$ <u>1,475</u> <u>100</u>	\$ <u>17,700</u> <u>1200</u>
Subtotal SP-1		\$ <u>1,575</u>	\$ <u>18,900</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-2	TeWinkle Park Softball Complex 970 Arlington Drive (5.8 Acres Turf)	\$ <u>687</u>	\$ <u>7560</u>
Subtotal SP-2		\$ <u>687</u>	\$ <u>7,560</u>
TOTAL DETAILED PRICING #3 (SP-1 thru SP-2)		\$ <u>2,262</u>	\$ <u>26,460</u>

(Enter Total Detailed Pricing amount in the Sports Turf section #3 of the Recap Page)

BIDDER'S NAME \_\_\_\_\_

## Pricing Sheet #4 for Landscape and Turf Maintenance

## FIRE STATION SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-1	Royal Palm Drive Fire Station 2803 Royal Palm Drive (6,729 Sq. Ft. Turf)  (3,069 Sq. Ft. Planters)	\$ <u>60</u>  <u>24</u>	<sup>720</sup> \$ <del>275</del>  <u>288</u>
	Subtotal FS-1	\$ <u>84</u>	\$ <u>1,008</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-2	Baker Street Fire Station 800 Baker Street (1,982 Sq. Ft. Turf)  (517 Sq. Ft. Planters)	\$ <u>35</u>  <u>4</u>	\$ <u>420</u>  <u>48</u>
	Subtotal FS-2	\$ <u>39</u>	\$ <u>468</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-3	Park Avenue Fire Station 1865 Park Avenue (8,805 Sq. Ft. Turf)  (3,016 Sq. Ft. Planters)	\$ <u>79</u>  <u>23</u>	\$ <u>948</u>  <u>276</u>
	Subtotal FS-3	\$ <u>102</u>	\$ <u>1,224</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-4	Placentia Avenue Fire Station 2300 Placentia Avenue (13,468 Sq. Ft. Turf)  (414 Sq. Ft. Planters)	\$ <u>69</u>  <u>5</u>	\$ <u>828</u>  <u>60</u>
	Subtotal FS-4	\$ <u>74</u>	\$ <u>888</u>

## Pricing Sheet #4 for Fire Stations continued

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-5	Vanguard Way Fire Station 2450 Vanguard Way (3,804 Sq. Ft. Turf)  (532 Sq. Ft. Planters)	\$ <u>38</u> <u>5</u>	\$ <u>456</u> <u>60</u>
Subtotal FS-5		\$ <u>43</u>	\$ <u>516</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-6	Sakioka Drive Fire Station 3350 Sakioka Drive (5,796 Sq. Ft. Turf)  (6,502 Sq. Ft. Planters)	\$ <u>60</u> <u>9</u>	\$ <u>720</u> <u>108</u>
Subtotal FS-6		\$ <u>69</u>	\$ <u>828</u>
TOTAL DETAILED PRICING #4 (FS-1 thru FS-6)		\$ <u>411</u>	\$ <u>4932</u>

(Enter Total Detailed Pricing amount in the Fires Stations section #4 of the Recap Page)

BIDDER'S NAME MERCHANT

LANDSCAPE MAINTENANCE EXTRA WORK BID FORM

LANDSCAPE MAINTENANCE

Turf \$ .003 sq. ft. per month

Landscape \$ .007 sq. ft. per month

SPORTS TURF MAINTENANCE

Turf \$ 105 acre per month

Ball field \$ 115 per ball field (infield approx. 7,000 sq. ft.)

EXTRA WORK  
HOURLY RATES

	REGULAR TIME	OVERTIME
Foreman	\$ <u>19</u>	\$ <u>28.50</u>
Laborer	\$ <u>17</u>	\$ <u>25.50</u>
Specialty Personnel		
A. <u>Irrigation Tech</u>	\$ <u>30</u>	\$ <u>45</u>
B. <u>Irrigation Laborer</u>	\$ <u>17</u>	\$ <u>25.50</u>
C. <u>Pesticide Applicator</u>	\$ <u>30</u>	\$ <u>45</u>

## Landscape Maintenance Extra Work Bid Form continued

I. TURF MAINTENANCEUNIT COST

- |    |   |                                 |
|----|---|---------------------------------|
| 1. | Mowing  | \$ <u>20</u> acre               |
| 2. | Edge & Trim   | \$ <u>1.30</u> 1,000 linear ft. |
| 3. | Fertilization (placement only)                          | \$ <u>10</u> acre               |
| 4. | Aerification (including removal or shattering of cores) | \$ <u>50</u> acre               |
| 5. | Thatching (including removal)                           | \$ <u>75</u> acre               |
| 6. | Weed Control  | \$ <u>.15</u> per 1000 sq. ft.  |
| 7. | Pest Control  | \$ <u>.15</u> per 1000 sq. ft.  |

II. LANDSCAPE MAINTENANCE

- |     |                           |                                |
|-----|---------------------------|--------------------------------|
| 1.  | Edge & Trim               | \$ <u>1.30</u> 1000 linear ft. |
| 2.  | Weed & Clean-up           | \$ <u>7</u> 1000 sq. ft.       |
| 3.  | Fertilization             |                                |
|     | a. Placement only         | \$ <u>10</u> acre              |
| 4.  | Pest Control              | \$ <u>30</u> hour              |
| 5.  | Pruning/Shrubs            | \$ <u>7</u> 1000 sq. ft.       |
| 7.  | Vertical Mulch Trees      | \$ <u>2</u> each               |
| 8.  | Vegetation Removal        | \$ <u>275</u> acre             |
| 9.  | Irrigation                |                                |
|     | a. Repairs                | \$ <u>30</u> hour              |
| 10. | Clean Hardscape/Sidewalks | \$ <u>.002</u> sq. ft.         |

Landscape Maintenance Extra Work Bid Form continued

III. SPORTS TURF MAINTENANCE

- 1. Mowing \$ 25 acre
- 2. Trim and Edge \$ .003 linear ft.
- 3. Fertilization (placement only) \$ 10 acre
- 4. Aerification (with core removal) \$ 50 acre
- 5. Thatching (including removal) \$ 100 acre
- 6. Weed Control \$ 45 acre
- 7. Pest Control \$ 45 acre

IV. PLANT MATERIAL (INSTALLED, ANY LANDSCAPE OR SPORTS TURF AREA)

- 1. Annual Color (4" container) \$ 1.12 each
- 2. Ground Cover \$ 16 flat
- 3. One (1) Gallon ~~31.8~~ \$ 6 each
- 4. Five (5) Gallon \$ 18 each
- 5. Fifteen (15) Gallon \$ 65 each
- 6. 24" Box Tree \$ 225 each
- 7. Seeded Turf \$ .013 sq. ft.
- 8. Sodded Turf \$ .90 sq. ft.
- 9. Stolonized Turf \$ 1.30 sq. ft.
- 10. Hydroseed \$ .15 sq. ft.

STATE OF CALIFORNIA  
DEPARTMENT OF PESTICIDE REGULATION  
1001 I STREET  
SACRAMENTO, CALIFORNIA 95814  
(916) 445-4038



LICENSE NO.  
04122 00002

PEST CONTROL BUSINESS LICENSE  
BRANCH LOCATION

THIS LICENSE EXPIRES  
December 31, 2005

MERCHANTS LANDSCAPE SERVICES  
1639 C EAST EDINGER  
SANTA ANA CA 92705

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —  
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

PEST CONTROL BUSINESS COUNTY REGISTRATION

PR-FML-059 (REV. 3/02)

STATE OF CALIFORNIA  
DEPARTMENT OF PESTICIDE REGULATION  
PEST MANAGEMENT AND LICENSING BRANCH

REGISTRATION EXPIRATION DATE: DECEMBER 31, 2005 (YEAR)	
FOR REGISTRATION IN COUNTY OF:	BUSINESS LOCATION <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> BRANCH
BUSINESS NAME Orange	BUSINESS LICENSE NO.
ADDRESS 1639 C EAST EDINGER	
CITY Santa Ana	ZIP CODE 92705
TELEPHONE NUMBER 714 645-4881	DATE 1/4/05
RESTRICTED MATERIAL POSSESSION PERMIT NO. No restricted material may be possessed except in accordance with any attached conditions. This is not a permit to apply.	CONDITION(S) ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO
AGRICULTURAL COMMISSIONER'S SIGNATURE	DATE 1-4-05

REGISTRATION FEE RECEIVED \$ 60.00  
COUNTY OF ORANGE  
AGRICULTURAL COMMISSIONER  
750 S. DOUGLASS ROAD, BLDG. D  
ANAHEIM, CA 92806-6031  
(714) 447-7100, FAX (714) 567-6203

IMPRINTING COUNTY'S OFFICIAL SEAL

Distribution Yellow - Pest Control Business White Cardstock - CAC



**merchants**  
landscape services, inc.

State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
 ACTIVE LICENSE

**766658** CORP  
 MERCHANTS LANDSCAPE SERVICES  
 INC

C27

07/31/2007



International  
Society  
of Arboriculture  
**CERTIFIED ARBORIST**

Danny W. Whaley, Jr.

Certificate Number: WE-7340A  
Expiration Date: 12/31/2008



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE: 01/01/2004 VALID THROUGH: 12/31/2005

QL 35318 B

DANNY W WHALEY  
 11590 COPPER PASS CT  
 RANCHO CUCAMONGA CA 91737

ORANGE COUNTY

1750 S. DOUGLASS RD., BLDG. D  
ANAHEIM, CA 92806-6031

Office: (714)447-7100 Recorder (NOI) (714)447-7100 FAX: (714)567-6203

RESTRICTED MATERIALS PERMIT

PERMIT #: 30-05-3600640

County HQ District #: PC

MERCHANTS LANDSCAPE SERVICE  
8947 WEST 9TH STREET  
RANCHO CUCAMONGA, CA 91730

Expiration Date: 12/31/2005  
Effective Date : 01/04/2005

DANNY W WHALEY  
8947 WEST 9TH STREET  
RANCHO CUCAMONGA, CA 91730

Home:  
Shop: 800-645-4881  
Fax:  
Mobile:

Permittee Type	Permit Type	Possession	NOI Method of Submission		
Private App	Seasonal <input checked="" type="checkbox"/>	Poss & Use <input checked="" type="checkbox"/>	Phone <input checked="" type="checkbox"/>	Fax <input checked="" type="checkbox"/>	
R A Cert	Job	Poss Only	Box	Modem	
Ag FCO	<input checked="" type="checkbox"/>		In Person <input checked="" type="checkbox"/>		
Non-Ag			NOI required 24 hours prior to application		

Numb	Pesticide	Pest(s)	Form	Method(s)	Applicator(s)
2000	DICAMBA	WEEDS	Liquid	Ground	PCO
4840	ALUMINUM PHOSPH	RODENTS	Fumigant	Ground	PCO
5540	STRYCHNINE	RODENTS	Bait	Ground	PCO
6360	2,4-D	WEEDS	Liquid	Ground	PCO
7880	MCPA, SODIUM SA	WEEDS	Liquid	Ground	PCO
99900	NON-RESTRICTED	ALL REGIST.	All Reg	Ground	PCO

Non-Ag Use Conditions:

I understand that this permit is my responsibility for any damage to persons or property caused by the use of these pesticides. I waive any claim of liability for damages against the County Department of Agriculture based on the issuance of this permit. I further understand that this permit may be revoked when pesticides are used in conflict with the manufacturer's labeling or in violation of applicable laws, regulations and specific conditions of this permit. I authorize inspection at all reasonable times and whenever an emergency exists, by the Department of Pesticide Regulation or the County Department of Agriculture of all areas treated or to be treated, storage facilities for pesticides or emptied containers and equipment used or to be used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant: DANNY WHALEY  
Title: Branch Manager  
Issuing Officer: Ba

Sign: [Signature]  
Issue Date: 1/04/05  
Issue Date: 1-4-05



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE 01/01/2005

12/31/2008

AA 01044

ABDE

BRAD J BAKER

8730 CAMINO LIMON RD

CORONA CA 92883

**EXHIBIT C**  
**FEE SCHEDULE**



**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

---

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

---

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT E**  
**CERTIFICATE OF INSURANCE**

# CERTIFICATE OF LIABILITY INSURANCE

(MM/DD/YYYY)  
08/16/2005

PRODUCER (559)650-3555 FAX (559)650-3558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**Landscape Contractors (Lic#0755906)**  
Insurance Services, Inc.  
1835 N. Fine Avenue  
Fresno, CA 93727

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Co.	10120
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**INSURED Merchants Landscape Services, Inc.**  
1190 Monterey Pass Road  
Monterey Park, CA 91754

**COVERAGES**

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

INSURER ADD'L TP INSES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU Coverage</b> <input checked="" type="checkbox"/> <b>\$1,000 PD DED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1700003946-051 <b>BLANKET CONTRACTUAL LIABILITY</b> BFPD / OCP	04/21/2005	04/21/2006	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Eq. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1700003976-051	04/11/2005	04/21/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*\*\*\*\***BID CERTIFICATE**\*\*\*\*\*

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ANY FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

\_\_\_\_\_  
Amy Cole, CISR/QUENTI

\_\_\_\_\_  
SACORD CORPORATION

AG0001 200102

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ED MERCH - 06/09/05

**PRODUCER**  
 Bolton & Company  
 CA License #0008309  
 245 S. Los Robles Ave, Ste 105  
 Pasadena CA 91101  
 Phone: 626-799-7000 Fax: 626-441-3233

**INSURED**  
 Merchants Landscape Services,  
 Inc.  
 1190 Monterey Pass Road  
 Monterey Park CA 91754

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Midwest Employers Casualty Co.	
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSURED LTR	INSURE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below OTHER	EW0005945 (EXCESS ONLY)	01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B		Employee Theft/ Forgery	81585028	06/01/05	06/01/06	Limit \$1,000,000 Deductibl \$25,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Except 10 Day Notice for Non-Payment of Premium.  
 Workers Compensation is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.

### CERTIFICATE HOLDER

SAMPLE CERTIFICATE ONLY  
 NO COVERAGE TO HOLDER

### CANCELLATION

SAMPLE 2

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR AUTHORIZED REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*