

**PROFESSIONAL SERVICES AGREEMENT FOR
PESTICIDE APPLICATION AND RODENT CONTROL**

THIS AGREEMENT is made and entered into this 20th day of January, 2009 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and R.P.W. SERVICES, INC., a California corporation (“Consultant”).

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant perform pesticide application and rodent control throughout the City on an as needed basis 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 annual compensation shall in no case exceed Eighty-Two Thousand Dollars (\$82,000.00) per year.

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 January 31, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City, at its sole option, may extend this Agreement for three (3) additional one (1) year periods.

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:

R.P.W. Services, Inc.
2473 E. Orangethorpe Ave.
Fullerton, CA 92831
Tel: 714-870-6352
Fax: 714-870-6485
Attn: Robert Ryan

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-327-7492
Fax: 714-327-7558
Attn: Dean Rodia

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. 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.

6.23. 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.

6.24. 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: _____

R.P.W. SERVICES, INC.

Signature

Date: _____

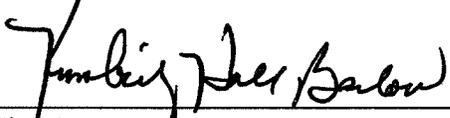
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

Date: 12/15/08

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

R.P.W. SERVICES, INC.

Signature

Date: _____

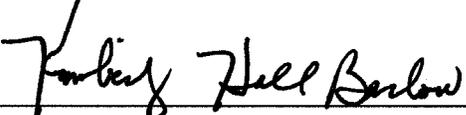
Name and Title

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City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

Date: 12/15/08

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

FORMAL BID #1127

**PESTICIDE APPLICATION &
RODENT CONTROL SERVICES**

 **COPY**



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

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CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

CITY OF COSTA MESA

NOTICE INVITING BIDS

FOR PESTICIDE AND RODENT CONTROL SERVICES CONTRACT

BID ITEM NO. 1127

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 December 1, 2008. 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.

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 December 1, 2008, in the Council Chambers.

A mandatory pre-job walk through meeting is scheduled on Tuesday, November 18, 2008, at 10:00 a.m. at the City Corporation Yard, Building A, 2310 Placentia Avenue, Costa Mesa, California 92627. Entrance to the meeting room is through the sliding glass doors on the west side of the first building on the left as you enter the City Corporation Yard. Attendance is mandatory.

The *Invitation for Bid* may be obtained by authorized vendors at the Office of the Purchasing Supervisor, 77 Fair Drive, Room 100, Costa Mesa, California 92626, 714/754-5227 or downloaded from the website at www.ci.costa-mesa.ca.us.

Dated: November 10, 2008

INTRODUCTION

The purpose of this bid is to establish an annual contract for pesticide application and rodent control throughout the City of Costa Mesa on an as needed basis.

TERM OF CONTRACT

It is the intent of the City to enter into a three-year price agreement for pesticide application and rodent control services. 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. It is anticipated that the services under this contract will commence January 1, 2009.

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 non-performance with seven (7) calendar days written notice.

SCOPE OF WORK

The scope of work consists of providing labor, tools and equipment for the application of chemicals to control pests, weeds and rodents in parks, parkways, medians, alleyways, and other right-of-ways within the City of Costa Mesa. See Exhibit "A" for locations and frequency.

The City of Costa Mesa shall supply all pesticides and herbicides required for this contract. The contractor shall supply all rodent control required for this contract. The contractor shall include the material costs for rodent control into the hourly rate.

For the current budget year, the Parks Division has \$82,000 budgeted pesticide application.

The City will maintain and 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.

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

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 will inspect all areas covered by this contract at the beginning of the third week of each 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. At the end of the month the City representative will re-inspect the deficient areas 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 on the Offer Page, page 24, will be used to determine the dollar value of any deficiencies.

Contractor's Responsibility

MSDS Requirements - The Pesticide Contractor will 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 for product supplied by Contractor are to be mailed to Jim Ortiz, City of Costa Mesa at PO Box 1200, Costa Mesa, California 92628-1200.

The Contractor shall maintain a set of the contract documents at the project site at all times. The Contractor will supply written recommendation for all pesticides, herbicides and chemicals for rodent treatment applied within the City. The Contractor or his representative must have in their possession MSDS safety sheets for the product that is being applied and a pest control recommendation written by a person licensed by the State of California, Department of Pesticide Regulations.

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.

Local Office - The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies. This person should be someone authorized to make decisions on matters pertaining to this contract with the City.

Licenses and Permits - 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 in the appropriate category (A, B, D, E & G) and a valid Qualified Applicators License in the appropriate category (A, B, C & F). In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator Certificate in the appropriate category. 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.

No bid shall be considered if received from a Contractor who, at the time the bids are opened, is not licensed 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 shall not be waived.

All vehicle operators shall have a valid State of California driver's license for the class of vehicle being operated.

The Contractor shall have a valid City of Costa Mesa business license prior to starting work.

The Contractor is to provide a copy of all licenses required, with the Bid Documents.

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 itself or any of its subcontractors, directors,

officers, partners, employees or agents to be an agent or employee of the City.

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.

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.

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.

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.

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.

Supervision - The Contractor shall assign a supervisor to be on site each working day, during regular working hours, for the duration of this contract. The supervisor must be fluent in the English language, and must be able to communicate effectively with subordinate staff. The contractor shall provide a phone number where the supervisor can be contacted by City representatives at any time during the working day.

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.

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.

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 man-hours that will be dedicated to the work.

The schedule shall be submitted to the City five (5) working days prior to the first working day of

the month or work period. 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 permissible arterial street spraying hours are 8:30 a.m. to 3:30 p.m. The City may grant, on an individual basis, permission to perform contract maintenance during other hours. No maintenance functions shall commence before 7:00 a.m.

Prior to commencing work, the Contractor shall meet with the City representative to receive materials, review areas to be treated and document the starting time. The Contractor shall make contact with the City representative when the assigned tasks have been completed and prior to leaving the City. The City will begin paying the appropriate hourly rate when the Contractor arrives at the City Maintenance yard and continue payment until the assigned work has been completed and the Contractor notifies the City representative. No compensation will be paid for lunch and break times. No compensation will be paid for travel time except within the City during the performance of the work.

Payment - 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 to the City's representative for approval. Once the report is approved, the Contractor shall submit the billing in accordance with the contract price for the work performed and shall become the basis for payment.

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

- ◇ Work required in the specifications which is defective, incomplete, or not performed.
- ◇ Claims filed or reasonable evidence indicating probable filing of claims.
- ◇ Failure of the contractor to make payments properly to subcontractors or for materials and labor.

Non-Performance - In case of termination by the City for non-performance, 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.

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 "non-compliance." The non-credit status shall be terminated upon successful completion of unsatisfactory work or upon a reduction of payment to the Contractor for work deemed unacceptable.

If a non-credit status is imposed due to the Contractor's non-performance and/or non-compliance to the specifications and requirements and provisions contained herein or any other work applicable under this contract, it is agreed that the City withhold payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the City may have under this contract.

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: _____

Contract sites - See Exhibit A for Service Areas

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.

Emergency Calls - 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 shall be referred to the Contractor for immediate disposition.

Contractor shall respond to emergency calls within two (2) hours from time of notification.

Contractor must designate a person within his company who will respond to emergency calls 24-hours a day.

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.

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.

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.

Safety Requirements

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 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 a restraint, or a cease and desist order, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Hazardous Conditions - The Contractor shall maintain all work sites to be 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. All

vehicles will be required to have and maintain an approved "spill kit" inside the vehicle.

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.

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 equipment or tools shall start work 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.

Vehicle Restrictions - Landscaped areas and walkways shall not be driven upon by trucks or other equipment not intended specifically for that purpose without prior approval by City representative.

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 his/her own expense. Any damage to landscape areas shall be reported to the City immediately.

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

Inspections

1. Inspections will be performed by representatives of the City at specified times and random visits when the Contractor may be on the site.
2. All inspections called for by the Contractor shall be requested from the Parkway Supervisor at least **forty-eight (48) hours** prior to the anticipated inspection.
3. 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.

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.

General Clean Up - The Contractor is required to insure that all materials related to pesticide, herbicide and rodenticide applications be thoroughly cleaned up and removed from the work site at the conclusion of the work day. All locations 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 storm water collection system.

Loading and Mixing Specifications - The Contractor shall pick up all pesticide and herbicides at the City Corporate Yard. All loading and mixing will take place at the City Corporate Yard. The Contractor will use proper safety equipment for loading and mixing, as required by the Department of Pesticide Regulations and what is stated on the chemical label. The Contractor is required to carry a spill kit on the vehicle. The Contractor will be required to follow proper clean up procedures in the event of a spill. The Contractor is required to triple rinse all containers into the spray tank, puncture container and dispose of container in a proper manner.

Pesticide and Rodent Control Special Provisions

1. General Pesticide Application and Rodent Control - Pesticide application and rodent control shall be performed in all City owned or controlled parks, parkways, streets, sidewalks, alleyways, vacant lots, embankments, facilities, parking lots, drainage ditches or channels, freeway underpasses, easements or right-of-ways to keep weed, pest or rodent populations to a minimum.
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 Repairs and Scheduling - 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. The City shall be responsible for the programming of all irrigation controllers. The contractor shall submit a detailed schedule of areas to be treated, listing specific dates and times so irrigation systems can be adjusted to accommodate the work.

Pesticide Use Specifications

1. 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.
2. 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.
3. Prior to the beginning of the contract period, the Contractor shall be provided with a list of all proposed chemicals to be used in the fulfillment of said contract. 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 in which the Contract is in effect.
4. City shall be notified in writing of any changes or deviations from the above mentioned list. Application of deviated materials shall not be made prior to approval by the City.
5. Prior to the application of Category I or restricted use pesticides, written notice must be given to the City for consent. 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.

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 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

Bld 1127 – Pesticide Application & Rodent Control Services
of application, and environmental data.

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.

Rodent Control

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in City performing work and deducting cost from monthly payments. ***The Contractor shall provide all chemicals for rodent control. Costs shall be included in the hourly rate for the application for this material.***

Weed and Pest Control

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.
2. Landscaped areas (shrub and ground cover)
 - a. Weed control - All landscaped areas, outlined in Exhibit A, shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.
 - b. Snail control - Snails shall be controlled on an as needed basis on all plant material, as determined by the City.
 - c. Insect and disease control - All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease, which causes or may cause damage to plants.

Weed Control of Paved Surfaces - Contractor shall be responsible for controlling, by chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape.

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

Bidder: The individual, partnership, or corporation who submits a bid in response to a solicitation.

City: The City of Costa Mesa, California.

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this IFB document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

May: Indicates something that is not mandatory but permissible.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of the bid as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information.

2. **PRE-BID CONFERENCE:** If scheduled, the date and time of a Pre-Bid conference is indicated on the cover page of this document. Attendance at this conference is mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Invitation for Bid due date to the listed above. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Invitation for Bid. Oral statements or instructions will not constitute an amendment to this Invitation for Bid.
3. **INQUIRIES:** Any question related to an Invitation for Bid shall be directed to the Buyer whose name appears above. A bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Purchasing Supervisor may require any and all questions to be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page, and paragraph number. An envelope containing questions should be identified as such otherwise it may not be opened until after the official bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation for Bid will be binding. If any potential Bidder is in doubt as to the meaning of any part of the bid documents, finds discrepancies in, or omissions from the specifications, Bidder may request a written interpretation or correction thereof, either by mail to the City of Costa Mesa, Purchasing Supervisor, 77 Fair Drive, Costa Mesa, California, 92626, by facsimile at (714) 754-5040, or via e-mail at: dcasper@ci.costa-mesa.ca.us. The person submitting such a request shall be responsible for its prompt delivery.
4. **AMENDMENT OF INVITATION FOR BID:** All interpretations or corrections of the bid document will be made by addenda only and duly issued to each submitter's last address of record. The bidder shall acknowledge receipt of an Invitation for Bid Amendment by signing and returning the document by the specified due date and time. The City is not responsible for any oral instruction and will not acknowledge any other interpretation of the bid document.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each bidder shall familiarize itself with the requirements, laws, regulations and other factors affecting contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF BID:

- A. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms as required. Bidder must submit **one (1) original bid and two (2) complete copies of the bid**. Copies must be marked "copy" on the first page. Facsimile or electronic mail bids shall not be considered. Incomplete bids will be rejected.
- B. The Bid form, the Price Page and any solicitation amendments must be signed and returned with the bid.
- C. The Bid form page shall be signed by the person authorized to submit a bid. An authorized signature on the Notice Page, Offer page, Bid Amendment(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Bidder shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid.
- E. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all bidders to examine the entire Invitation for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
- J. Bidder must list any subcontractors to be utilized in the performance of the contract specified herein.

7. BID OPENINGS AND BID RESULTS: Bids are opened publicly in the City Council Chambers and read on the date and time published in the bid document. Interested parties are invited to attend the bid opening. Award shall be made in accordance to Section 2-166 of the City of Costa Mesa Municipal Code, to the lowest, responsive, responsible Bidder and in accordance with Section 2-171 (a) and Resolution 03-69 in which the City Council established a Costa Mesa vendor preference. A tabulation of bids received will be available within a reasonable time after the bid opening and the Bid Results will be posted on the City's website: www.ci.costamesa.ca.us. The City of Costa Mesa reserves the right to postpone the date and time of the bid opening by announcing the postponement at any time prior to the date and time announced in this document. The City of Costa Mesa reserves the right to accept or reject any or all bids, or to cancel in part or in its entirety this solicitation, or to waive any informality, technical defect, or clerical error in the bid document, and to negotiate with any qualified source. Award may be made in any combination most beneficial to the City, including no award. False, misleading, incomplete or unresponsive statements in connection with the submittal may be deemed sufficient cause for rejection. The City shall be the sole judge in making such determinations. By participating in this solicitation, bidders agree to accept the decision of the Purchasing Supervisor as final. Award of this bid will be made by the City of Costa Mesa City Council. Subsequent to Council award, and receipt by successful bidder of the City of Costa Mesa purchase order, successful bidder shall order and deliver the goods or services. The bid award will be posted on the website after the contract is awarded by the City Council.

8. PAYMENT TERMS: Subsequent to receipt of goods, the vendor 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 goods provided and price. Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for goods 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) or more days. Payment discounts must be clearly indicated on the Bid Form. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed.

9. PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review subsequent to the contract award.

10. CERTIFICATION: By signature on the Notice Page, Offer page, solicitation Amendment(s) or cover letter accompanying the bid documents, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
- C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

- D. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the Bidder to the Contract.
- E. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement. Supplier shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

11. LATE BIDS: Late bids shall be rejected.

12. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires a bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the bid due date and time.

13. TAXES: The City of Costa Mesa is exempt from federal excise tax.

14. LAWS GOVERNING CONTRACT: All bids shall comply with current federal, state, local and other laws relative thereto. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. Supplier shall comply with all Cal-OSHA Standards, air pollution control, water pollution, Safety and Health Ordinances and statues, 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.

15. AWARD OF CONTRACT:

- A. Unless otherwise provided within the IFB, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- B. Notwithstanding any other provision of the Invitation for Bid, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all bids, or portions thereof; or
 - (3) reissue an Invitation for Bid.
- C. A response to the Invitation for Bid is an offer to contract with the City based upon the terms, conditions, and Specifications contained in the City's Invitation for Bid. Bids do not become Contracts unless and until they are executed by the City Council. All of the terms and conditions of the Contract are contained in the Invitation for Bid, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- D. The City of Costa Mesa may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City of Costa Mesa may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Costa Mesa and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Supervisor.
- E. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

16. FORCE MAJEURE: If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Costa Mesa, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

17. SELL OR ASSIGN: The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without prior specific written consent of the City of Costa Mesa.

18. INDEPENDENT PRICE DETERMINATION: 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. By signing this bid document, the bidder certifies they have not entered into any arrangement or agreement with any City of Costa Mesa public officer. It is understood that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. The bidder agrees to abide by all conditions of this bid and certify they are authorized to sign this bid for the bidder.

19. **EXECUTION OF CONTRACT.** A Professional Services Agreement will be created by the City Attorney's Office (See Sample Attachment 2). The bid document, the bid submittal, and the Professional Services Agreement will become incorporated as the complete contract. The Successful Bidder shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the successful bidder after the City of Costa Mesa executes the contract(s). In case of failure of the successful bidder to execute and return the contract and all required documents within the time allowed, the City of Costa Mesa may, at its option, consider that the bidder has abandoned the contract.
20. **PRICE ADJUSTMENT:** No adjustment will be allowed in the first year of the contract. The contract will be subject to adjustments in proportion to the percentage change in the Consumer Price Index (CPI). This will be based on the change on all items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area for the preceding year, whichever is greater, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. In no event shall the adjustment to the contract exceed 5 percent (5%) in any one-year period.

(SEE STANDARD AND WORK ORDER CONDITIONS ON PAGE 19, ALSO PRINTED ON THE BACK OF THE PURCHASE ORDER)

TERMS AND CONDITIONS

- A. No guarantee may be given as to the estimated annual usage amount. Contractor agrees to supply items/services as needed by the City, at the price listed upon purchasing document regardless of usage.
- B. 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. This contract may be renewed, on an annual basis, by mutual agreement of both parties. The City does not have to give a reason if it elects not to renew.
- C. Contractor agrees to supply items and/or services listed, as needed by the City, at prices listed herein, regardless of item usage. No price increase will be permitted during the first contract year. All decreases will automatically be extended to the City. Requests for price increase in the second or third year will require thirty days written notice to the Purchasing Division and include bona fide proof of cost increase. The net dollar amount of profit will remain firm during the period of the contract. 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.
- D. **Default** – In the event of contractor's default, the City of Costa Mesa may procure from other sources and hold the original bidder liable for any resulting increased costs.
- E. A purchase order resulting from this Invitation for Bid will include all City of Costa Mesa specifications, terms and conditions contained herein unless specifically modified by the City of Costa Mesa prior to the award. The City of Costa Mesa's terms and conditions will take precedence over other terms and conditions.
- F. All changes in specifications will be issued in writing. The City of Costa Mesa is not responsible for any oral instruction.
- G. **Conflict of Interest:** Supplier/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 supplier/contractor's employees, agents, relatives, sub-tier contractors,

and third parties associated with accomplishing the work hereunder. Supplier/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. In addition, the awarded supplier/contractor shall not employ any regular employee of the City of Costa Mesa while this contract is in effect.

- H. Supplier/Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statues, 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.
- I. Patent/Copyright Materials: Supplier/Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- J. This contract shall be constructed and interpreted according to the laws of the State of California.
- K. Any correspondence referring to the terms, prices and conditions of this contract must be directed to the Purchasing Office to the attention of the Purchasing Supervisor. For further information, contact Debbie Casper at (714) 754-5212. Under no circumstances shall the Contractor contact the using department without first clearing it through the Purchasing Office. 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.
- L. Contractor agrees that if there is a change in ownership prior to completion of this price agreement, the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the City.
- M. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations. The contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. Contractor shall abide by the provisions of the California Labor Code, Section 1770 et seq.
- N. 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.
- O. Assignment or Subcontracting: No performance of this contract 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 contract without express written consent of the City shall be invalid and shall constitute a breach of this contract. Whenever the contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- P. 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.
- Q. 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 Work Area Traffic Control Handbook, published by Building News, Inc., on behalf of the City of Los Angeles.

- R. The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 "Drug-Free Workplace" included as Attachment 1 and hereby agrees to comply with the required policy.

INDEMNIFICATION

Contractor shall protect and indemnify the City of Costa Mesa, 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 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.

INSURANCE

Prior to contract award, contractor shall obtain all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier. No work shall be performed by the contractor, nor shall contractor allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved. Contractor shall furnish City proof of compliance with the insurance requirements in a form satisfactory to the City Attorney and/or Risk Management.

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.

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 canceled 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.

LIABILITY INSURANCE COVERAGE

- A. Contractor shall obtain and maintain during the life of this contract the following insurance coverage:
 - Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.
 - Automobile liability, including owned, hired, and non-owned vehicles.
- B. The above insurance coverage 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:
 - **Additional insured:** (For Commercial General Liability only)
"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured with respect to the subject project and agreement."
This needs to be done by an endorsement to the policy.
 - **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."
 - **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.

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.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

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. The contractor's insurance is primary." (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.

(5148-22)

BIDDER'S INFORMATION

Each bid shall set forth the full names and residences of all persons and parties interested in the proposal. If the bid is by 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 or responsible parties. 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.

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:

Address:

Telephone: (____) _____ Fax: (____) _____

E-mail address: _____

Length of time in business: _____ Length of time at current location: _____

Federal Tax I.D. Number: _____ Incorporated: ____ Yes ____ No

Signature: _____

Circle One: Owner Partner Officer

Print Signature's Name: _____

Title: _____

Date: _____

Vendor's Contact Person: _____

Telephone

Costa Mesa Business License: _____

REFERENCES

The bidder is required to state what work of the same 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 the 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 contact all references.

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 construction.

- 1) Have you ever been disqualified from any contract? _____ Yes _____ No
- 2) If yes, explain the circumstance:

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

DRUG-FREE WORKPLACE

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 in a "Drug-Free Workplace" included as Attachment #1 and hereby agrees to comply with required policy.

Authorized Signature

LICENSE INFORMATION

Individual/Firm Name: _____

Business License for Pest Control Number: License # _____

Pest Control Advisor's License (Category A, B, D, E and F):

Name of Individual and License Number: _____

Issued on _____, _____ and currently in good standing.

Qualified Applicator License (Category A, B, C and F):

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: _____

CONTRACTOR TO SEND COPIES OF ALL LICENSES WITH BID:

- City Business License
- Contractors License C-27
- Pest Control Advisor's License
- Qualified Applicator License
- State Pesticide Control Business License
- Restricted Materials Permit (as required)
- Registration with Orange County Agricultural Commission

OFFER PAGE

To: City of Costa Mesa
Purchasing Division
77 Fair Drive
Costa Mesa, CA 92626

From: _____
Name of Bidder

Mailing Address

City, State, & Zip

Responding to **Invitation for Bid No. 1127 due Monday, November 17, 2008 at 10:00 a.m.**, the undersigned Bidder agrees to furnish and deliver pesticide application and rodent control services, per the specifications herein. I/We have stated hereon the price(s) at which we will furnish and deliver the services and will accept as full payment therefore the amount shown below.

Bidder further agrees to, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

"PIGGYBACK" CLAUSE. Bidder shall indicate below if he will extend the same prices, terms, and conditions of his bid to other public agencies: ___ Yes ___ No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

Please check your calculations before submitting your bid; the City of Costa Mesa will not be responsible for Bidder miscalculations.

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

The undersigned certifies that he/she has read all documents related to this bid proposal 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:

OFFER PAGE – (continued)

AS DESCRIBED IN THIS CONTRACT:

The hourly rate bid shall include the cost for all labor, tools, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements, with the exception of rodent control.

For the current budget year, the Parks Division has \$82,000 budgeted for pesticide application. The annual total cannot exceed this amount. Staff will determine which areas will be serviced.

Pesticide Application – Please provide an hourly rate based on a two-man crew

Hourly Labor Rate – 2 Applicators	Estimated Hours	Monthly Total	Pesticide Application Annual Total
\$		\$	\$

*****Rodent Control – Please provide an hourly rate based on a one-man crew***

Hourly Labor Rate – 1 Applicator	Estimated Hours	Monthly Total	Rodent Control Annual Total
\$		\$	\$

*****The contractor shall include the material costs for rodent control into the hourly rate.***

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: _____ %.

Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety-(90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

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.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

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

VENDOR'S RESPONSE REQUIREMENT CHECK-LIST

- Vendor to complete pages 10 through 17 and return as completed bid.

These pages include the following:

- Bidder's Information Form
- References
- Bidder's statement of Past Contract Disqualifications
- Independent Price Determination
- Drug Free Workplace
- License Information

Vendor to send the following copies with bid:

- City Business License
- Contractors License C-27
- Pest Control Advisor's License
- Qualified Applicator License
- State Pesticide Control Business License
- Restricted Materials Permit (as required)
- Registration with Orange County Agricultural Commission
- Statement of Ability to Meet Insurance Requirements
- Offer Pages

EXHIBIT A

SERVICE AREAS

Pesticide Application and Rodent Control Location Inventory

All areas and facilities listed below will be subject to pest, weed and rodent control as determined by the City of Costa Mesa. The frequency of applications are determined by City staff and indicated by the use of the following terms:

All locations listed within the Service Areas are to be inspected weekly and the application of pest and weed control should be scheduled based on the identified need.

Weekly: These areas need to be visited and treated on a weekly schedule

As Needed: These areas need to be inspected weekly and weed control scheduled on an as needed basis.

Weekly

- | | |
|--|---|
| 1. Civic Center
77 Fair Drive | 2. Fire Station No. #1
2803 Royal Palm Drive |
| 3. Fire Station No. #2
800 Baker Street | 4. Fire Station No. #3
1865 Park Ave. |
| 5. Fire Station No. #4
2300 Placentia Ave. | 6. Fire Station No. #5
2450 Vanguard Way |
| 7. Fire Station No. #6
3350 Sakioka Drive | 8. Police Facility
99 Fair Drive |
| 9. Westside Sub-Station
567 West 18 th Street | 10. Balearic Community Center
1975 Balearic Drive |
| 11. Bark Park (TeWinkle Park) (<i>Tuesday Only</i>)
970 Arlington Drive | 12. Downtown Recreation Center (DRC)
1860 Anaheim Ave. |
| 13. Neighborhood Community Center (NCC)
1845 Park Ave. | 14. Tennis Club (<i>inside fence</i>)
880 Junipero Drive |
| 15. The Farm Sports Complex
2750 Fairview Road | |

City of Costa Mesa Parks

Weekly

1. Brentwood Park
265 Monte Vista Ave.
2. Canyon Park
1065 Sea Bluff Drive
3. Civic Center Park
111 Fair Drive
4. Del Mesa Park
3120 Manistee Drive
5. Estancia Park
1900 Adams Ave.
6. Fairview Park
2501 Placentia Ave.
7. Gisler Park
1250 Gisler Street
8. Harper School (*Park faces Tustin Ave*)
425 East 18th Street
9. Heller Park
257 East 16th Street
10. Ketchum-Libolt Park
2150 Maple Street
11. Lindbergh School Park
220 23rd Street
12. Lions Park
570 West 18th Street
13. Marina View Park
1035 West 19th Street
14. Mesa Verde Park
1795 Samar Drive
15. Pinkley Park
360 Ogle Street
16. Paularino Park
1040 Paularino Ave.
17. Pinecreek Park
1360 Adams Ave.
18. Shiffer Park
3143 Bear Street
19. Smallwood Park
1646 Corsica Place
20. Moon Park
3377 California Street
21. Suburbia Park
3302 Alabama Circle
22. Tanager Park
1789 Hummingbird Drive
23. TeWinkle Park
970 Arlington Drive
24. Tustin Ave Park (*Jordan Park*)
2141 Tustin Ave.
25. Vista Park
1200 Victoria Street
26. Wakeham Park
3400 Smalley Road
27. Wilson Park
360 West Wilson Street
28. Wimbledon Park
3440 Wimbledon Way

City of Costa Mesa Major Arterials
(Hardscapes, Sidewalks, Curbs and Gutters)

Weekly

- | | |
|--|--|
| 1. Harbor Blvd (City Limit to Newport Blvd.) | 2. Fairview Road (City Limit to Newport Blvd.) |
| 3. Newport Blvd (City Limit to Bristol Ave.) | 4. Adams Ave. (City Limit to Fairview Rd.) |
| 5. Victoria Street (Newport Blvd. to City Limit) | 6. Sunflower Street (City Limit to City Limit) |
| 7. Bristol Ave. (City Limit to City Limit) | 8. Fair Drive (Harbor Blvd to Newport Blvd) |

City of Costa Mesa Parkways, Medians, Easements and Right-of-ways

Weekly

1. Adams Avenue
Mesa Verde Dr East to the Santa Ana River
Parkways & tree wells
2. Placentia Avenue
Adams to W 16th Street
Parkways, sidewalks and tree wells
3. Canyon at W Wilson
Sidewalk and tree wells
4. Sea Bluff Drive
Canyon to Valley
Parkway and sidewalks
5. Newport Blvd
East side, E 17th Street to E 19th Street
Sidewalk and tree wells
6. Newport Blvd - 19th Street to Bristol
Tree wells, parkways and planters along
freeway
7. Rue De Cannes
West side, south of Monte Vista
Parkway (oleanders)
8. Monaco – Riviera to Monte Vista
Parkway (oleanders)
9. Redlands – North of 23rd Street
Parkway
10. Fairview Road
Newport to 405 Freeway
Sidewalk and tree wells
11. Fairview Road
At 405 Freeway
Slopes on both sides of street
12. Gisler Avenue – Harbor to College
Parkway
13. Gisler Avenue
Harbor to Santa Ana River
Parkways and tree wells
14. Cadillac Bike Trail
Sunflower to Santa Ana River Trail
15. Bike Trail – Harbor to Wilson
16. Bike Trail – Harbor to Golf Course Drive
17. Harbor – Fair to W Wilson
West side parkway and bike trail
- a. South Coast Drive
Carmel to San Leandro
Sidewalk on north side
- b. Sunflower – Greenville to Bear
Sidewalk on south side
- c. Smalley – Sunflower to Santa Rosa
West side sidewalk and tree wells
- d. Paularino – Manistee to Ludington
Parkway and sidewalk
- e. Paularino – East of Bear
South sidewalk and tree wells
- f. Pullman – North of Paularino
West side parkway along freeway fence
- g. Baker – Babb to Fairview
North side parkway and sidewalk
- h. Yukon – Yukon to Shiffer Park
Easement adjacent to 405 Freeway
- i. Concord at Jefferson
Easement adjacent to 405 Freeway

27. Elden – 21st to 22nd – West side parkway
28. Sterling and Victoria – Vacant lot
29. Carnegie – Elmhurst to Fair Easement behind sidewalk
30. Yukon – End of street (*Pass Tanana*) Easement
31. Del Mar Community Garden Perimeter and between rows
32. Hamilton and Charlie Community Garden Perimeter and between rows
33. Raleigh Avenue – Vacant lot
34. Myran Drive – Vacant Lot
35. Irvine Ave.
Between Walnut and Costa Mesa Street
(*West side of Street*)
36. Behind the following Business's on East 17th Street at the very back of the properties: 468, 450, 448, & 420.
The above locations are all on the North side of 17th Street
37. Fairview Road slope at San Diego Freeway North side
38. Gisler Street- Southside of Street from 1843 Gisler to Flood channel
39. Victoria Street- Northside of Street between Vista Park and Flood channel
40. Park property from north end of Pacific to the north end of Canyon
41. Northwest corner of Flower and Fullerton Sidewalks and parkways
42. Norse Street – East side of the Street between Brentwood and Santa Isabel
43. 22nd Street between Stater Brothers and Elden (*south side of street*)
44. Harbor Blvd. and 405 Freeway Both sides
45. 73 Freeway over Bear Street Both sides
46. Baker Street and 73 Freeway Both sides
47. Bristol and 73 Freeway Both sides
48. 55 Freeway and Bristol Street Both sides
49. Baker Street and 55 Freeway Both sides
50. Paularino and 55 Freeway Both sides
51. Harbor Blvd.
MacArthur Blvd. to 19th Street
52. Fairview Road
Sunflower Ave. to Newport Blvd
53. Sunflower Ave.
Bear Street to Main Street
54. South Coast Drive
San Leandro lane to Bear Street
55. South Coast Drive
Fairview Road to Harbor Blvd
56. Bear Street
Sunflower Ave. to 405 Freeway
57. Bristol Street
Sunflower Ave. to Baker Street
58. Avenue of the Arts
Sunflower Ave. to Anton
59. Sakioka Drive
Sunflower Ave. to Anton Blvd.
60. Redhill Ave.
405 Freeway to McCormick Ave.

61. Mesa Verde Loop
Adams Ave. To Adams Ave.
62. Adams Ave.
Harbor Blvd. to Fairview Rd.
63. Golf Course Drive
Mesa Verde East to Tanager Drive
64. Merrimac Way
Harbor Blvd. to Fairview Road
65. Fair Drive Parkways
Harbor Blvd to Fairview Road
66. Victoria Street
Canyon Drive to Harbor Blvd.
67. 19th Street – Park Ave. to Fullerton
68. Newport Blvd.
19th Street to 16th Street
69. Cadillac Ave. Trail
Santa Ana River to Cadillac Ave.
70. Golf Course Bike Trail (*South Side*)
Placentia Ave. to Harbor Blvd.
71. Golf Course Bike Trail (*North Side*)
Tanager Drive to Harbor Blvd.
72. Newport Blvd. (*South Bound*)
Bristol Street to 19th Street between the
curb and the CALTRANS fence
73. Newport Blvd. (*North Bound*)
19th Street to Bristol Street between the
curb and the CALTRANS fence
74. Rue De Cannes Parkway
75. Bike Trail: Harbor Blvd.
Joann Street - North side of Golf Course
76. Sea Bluff Parkway
77. Canyon Parkway
78. Canyon Parkway (*Parsons School*)
79. Andros Parkway
80. Pullman Parkway
81. Carnegie Parkway
82. Traffic diverters:
Monrovia; National; Joann Street
83. Paularino:
Parkway west of Manistee and Medians at
the 55 Freeway

City of Costa Mesa – Olive Tree Fruit Control
(Late March early April)

1. Coolidge Medians (12 trees)
2. Estancia park by the adobe (1 tree)
3. Carnegie and Fair Dr. (1 tree)
4. Shantar and Adams (1- tree)
5. Molokai and Gibraltar (1- tree)

City of Costa Mesa – Ficus Tree Fruit Control
(Late March early April)

1. City Hall (6 trees)
2. Wimbledon Park (6 trees)
3. Shiffer Park (4 trees)
4. Senior Center (1 tree)

City of Costa Mesa Alleyways

As Needed

1. Between Orange Ave. and Newport Blvd. and between 15th & 16th Street.
"T" shaped alley, part asphalt and part dirt
2. Between Fullerton and Newport Blvd. and 17th Street and Cabrillo Street.
Asphalt Alley, "T" shaped, enter off Cabrillo Street
3. Between Orange Ave. and Newport Blvd. and between 17th Street and Cabrillo Street. Asphalt alley, "T" shaped, enter off Cabrillo Street
4. Between Fullerton Ave. and Newport Blvd. and between 18th Street and Broadway.
"T" shaped alley, Asphalt
5. Between Fullerton Ave. and Newport Blvd. and Broadway and Flower Street.
"T" shaped alley, Asphalt
6. Between Elden Ave. and Newport Blvd. and between 23rd Street and East Wilson Street, Asphalt
7. Between Elden Ave. and Newport Blvd. and between Wilson Street and Santa Isabel Ave. Asphalt
8. Between Fairway Drive and Orange Ave. and Lillian Place and Fairway Place.
Asphalt
9. Between Fairway Drive and Orange Ave. and Del Mar Ave. and Lillian Place. Asphalt
10. Between Rosemary Place and Fullerton Ave. and Costa Mesa Street. "L" shaped alley, Asphalt
11. Between Orange Ave. and Rosemary Place and Costa Mesa Street and 20th Street.
"L" shaped alley. Asphalt
12. Between Orange Ave. and Fullerton Ave. and 19th Street and Costa Mesa Street.
Asphalt
13. Between Orange Ave. and Fullerton Ave. and Broadway and Flower Street
14. Between Orange Ave. and Fullerton Ave. and Magnolia Street and Broadway.
Dead-End Alley. Asphalt
15. Between Orange Ave. and Fullerton Ave. and 18th Street and Magnolia Street.
Asphalt
16. Between Westminster Ave. and Orange Ave. and Palmer Street and Knox Street.
Asphalt
17. Between Westminster Ave. and Orange Ave. and Knox Street and Knox Place.
Asphalt
18. Between Westminster Ave. and Orange Ave. and 16th Place and Ogle Street.
Asphalt and dirt
19. Between Westminster Ave. and Orange Ave. and 18th Street and Magnolia Street.
Asphalt
20. Between Westminster Ave. and Orange Ave. and Magnolia Street and Broadway.
Asphalt
21. Between Westminster Ave. and Orange Ave. and Broadway and Flower Street.
Asphalt
22. Between Westminster Ave. and Orange Ave. and Flower Street and 19th Street.
Asphalt

23. Between Santa Ana Ave. and Westminster Ave. and Esther Street and 20th Street. Dirt
24. Between Santa Ana Ave. and Westminster Ave. and Walnut Street and Esther Street, "T" shaped alley. Dirt
25. Between Santa Ana Ave. and Westminster Ave. and Flower Street and 19th Street. Asphalt
26. Between Santa Ana Ave. and Westminster Ave. and Broadway and Flower Street. Asphalt
27. Between Santa Ana Ave. and Westminster Ave. and Magnolia Street and Broadway. Asphalt
28. Between Santa Ana Ave. and Westminster Ave. and 18th Street and Magnolia Street. Asphalt
29. Between Santa Ana Ave. and Westminster Ave. and 16th Place and Ogle Street. Asphalt
30. Between Santa Ana Ave. and Westminster Ave. (Enter off of Westminster Ave.) and Knox Street and Knox Place. Asphalt
31. Between San Bernardino Place and Santa Ana Ave. and Ramona Place and 16th Street (Enter off of 16th Place). Dirt
32. Between Raymond Ave. and Santa Ana Ave. and 17th Street and Cabrillo (The alley is actually on 17th Place). Asphalt
33. Between Tustin Ave. and Santa Ana Ave. and Rochester Street and 18th Street (Enter off of Santa Ana Ave.) Asphalt
34. Between Raymond Ave. and Santa Ana Ave. and Magnolia Street and Broadway. Dirt
35. Between Raymond Ave. and Santa Ana Ave. and Broadway and Flower Street. Dirt
36. Between Raymond Ave. and Santa Ana Ave. and 19th Street and Costa Mesa Street. Asphalt
37. Between Raymond Ave. and Santa Ana Ave. and Costa Mesa Street and Walnut Street. Dirt
38. Between Tustin Ave. and Raymond Ave. and Walnut Street And Esther Street. Asphalt
39. Between Tustin Ave. and Raymond Ave. and Broadway and Flower Street. Asphalt
40. Between Tustin Ave. And Raymond Ave. and Magnolia Street and Broadway. Asphalt
41. Between Tustin Ave. and Riverside Place and Ramona Way and 16th Street ("L" shaped alley, enter off of Tustin Ave. or 16th Street) Dirt
42. Between Irvine Ave. and Tustin Ave. and 17th Street and Cabrillo Street (This is a right of way with drains in it). Dirt
43. Between Irvine Ave. and Tustin Ave. and Abbie Way and 18th Street ("L" shaped alley, enter off of Irvine Ave. or 18th Street). Asphalt
44. Between Irvine Ave. and Tustin Ave. and 18th Street and Magnolia Street. Asphalt
45. Between Irvine Ave. and Tustin Ave. and Magnolia Street and Broadway. Asphalt
46. Between Irvine Ave. and Tustin Ave. and Broadway and Flower Street. Asphalt

47. Between Irvine Ave. and Tustin Ave. and Flower Street and 19th Street
(*dead end alley, enter off of Tustin Ave.*)
Dirt
49. Between Newport Blvd. and Harbor Blvd. and Park Ave. and Anaheim Ave.
(*Alley behind stores on Newport frontage Road*). Asphalt
51. Between Ford Road and Bay Street and Parson Street and Newport Blvd.
(*"L" shaped alley, enter off of Ford Road*)
Asphalt
53. Between Maple Ave. and Harbor Blvd. and 19th Street and Bernard Street
(*enter off of 19th Street*). Asphalt
55. Between Maple Ave. and Charlie Street and Bernard Street and Hamilton Street.
(*Enter off Charlie Street, "L" shaped alley*)
Dirt
57. Between Anaheim Ave. and Pomona Ave. and Center Street and Plummer Street.
(*"T" shaped alley*). Asphalt
59. Between Pomona Ave. and Wallace Ave. and 19th Street and 20th Street. Asphalt
61. Between Wallace Ave. and Placentia Ave. and 20th Street and Hamilton Street. Dirt
63. Between Placentia Ave. and Federal Ave. and 19th Street and Mesa Consolidated Water District Yard. Asphalt
65. Between Wilson Street and Costa Mesa Golf Course and Placentia and Miner Street. Asphalt
67. Between Harbor Blvd. and Royal Palm Drive and Ponderosa Street and Baker Street. Asphalt
69. Between Harbor Blvd. and Mace Ave. and Nutmeg Place and Caraway Drive
(*"U" shaped alley off of Mace Ave.*)
Asphalt
48. Between Irvine Ave. and Tustin Ave. and 19th Street and Costa Mesa Street. Asphalt
50. Between Bernard Street and Ford Road and Parson Street and Newport Blvd.
(*"L" shaped alley, enter off of Ford Road*)
Asphalt
52. Between 19th Street and Bernard Street and Harbor Blvd. and Newport Blvd.
(*"L" shaped alley, enter off of 19th Street*)
Asphalt
54. Between Maple Ave. and Harbor Blvd. and 19th Street and Bernard Street
(*enter off of Bernard Street*). Asphalt
56. Between Maple Ave. and Charlie Street and Bernard Street and Hamilton Street.
(*Enter off Charlie Street, "L" shaped alley*)
Dirt
58. Between Meyer Place and Pomona Ave. and 19th Street and Beach Street. Asphalt
60. Between Pomona Ave. and Wallace Ave. and 20th Street and Pomona Street. Asphalt
62. Between Wallace Ave. and Placentia Ave. and 19th Street and 20th Street. Asphalt
64. Between Placentia Ave. and Monrovia Ave. and Center Street and 19th Street. Asphalt
66. Between Harbor Blvd. and Royal Palm Drive and Ponderosa Street Peppertree Lane (*"L": shaped alley*). Asphalt
68. Between Deodar Ave. and Royal Palm Drive and Baker Street and Nutmeg Place. Asphalt
70. Between Mace Ave. and Ginger Ave. and Wintergreen Place and Caraway Drive. Asphalt

- | | |
|--|---|
| 71. Between Ginger Ave. and Cassia Ave. and Wintergreen Place and Caraway Drive. Asphalt | 72. Between Cassia Ave. and Coral Ave. and Wintergreen Place and Caraway Drive. Asphalt |
| 73. Between Cinnamon Ave. and Coral Ave. and Caraway Drive and Coriander Drive (" <i>T</i> " shaped alley). Concrete | 74. Between Cinnamon Ave. and Coral Ave. Coriander Drive and the Cemetery. Asphalt |
| 75. Between Baker Street and Logan Ave. and College Ave. and McClintock Way (" <i>L</i> " shaped alley). Asphalt | 76. Between Baker Street and Paularino Ave. and Coolidge Ave. and Fillmore Ave. Asphalt |
| 77. Between Baker Street and Paularino Ave. and Fillmore Ave. Garfield Ave. Asphalt | 78. Between O.C.F.C. and Baker Street and Mendoza Drive and Grace Lane. Asphalt |
| 79. Between El Camino Drive and Mission Drive and Mendoza Drive and Ballow Lane. Asphalt | 80. Between Mission Drive O.C.F.C. and Mendoza Drive and Sonora School. Asphalt |
| 81. Between Valencia Street and Mission Drive and Mendoza Drive and La Salle. Asphalt | 82. Between El Camino Drive and Valencia Street and Mendoza Drive and La Salle Ave |

EXHIBIT B

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

- _____ Annual Grass Weeds
- _____ Broadleaf Weeds
- _____ Fertilize/Pre-Emerge
- _____ Pests
- _____ Rodents

Shrubs

- _____ Fertilize/Pre-Emerge
- _____ Pests

Hard Surfaces/ Medians

- _____ Patterned Concrete
- _____ Weeds

Turf

- _____ Fertilize/Pre-Emerge
- _____ Grassy Weeds
- _____ Broadleaf Weeds
- _____ Rodents

Reports

- _____ Pesticide Use/NOI
- _____ Weekly Schedules

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 C

Materials used for the City of Costa Mesa locations

<u>Chemical Names:</u>	<u>Locations:</u>	<u>Classifications:</u>	<u>Frequencies:</u>
AquaShade	Lakes	Colorant	If Required
Drive	Farm Complex	Selective Post	3 X's /Year
Fusilade II	All Sites	Selective Post	As Needed
Gastoxin	All Sites (Except for Arterials)	Rodenticide	As Needed
Goal 2XL	Arundo & Castor Bean	Selective Pre/Post	As Needed
Manage	All Sites	Selective Post	As Needed
Pendulum 2G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Ronstar G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Round Up Pro-Liquid	All Sites	Non-Selective Post	As Needed
Round Up Pro-Quick Dry	All Sites	Non-Selective Post	As Needed
Snapshot 2.5G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Speedzone-St Aug. Formula	Facilities, Parks, Medians	Selective Post	2 X's/Year
Surflan A.S.	All Sites	Selective Pre	As Needed

All Application rates and frequencies of use for each chemical product are to be determined by the City of Costa Mesa or a City representative. Additional chemical products can be added to this list as determined by the City.

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

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	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 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;

DRUG-FREE WORKPLACE COUNCIL POLICY

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

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

- 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.

DRUG-FREE WORKPLACE COUNCIL POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a _____ (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform the services 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 (“RFP”) 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 _____ Dollars (\$____.00).

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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 _____ () year(s), ending on _____, 200__, 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.

ATTACHMENT 2

- (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:

IF TO CITY:

Fax:
Tel:
Attn:

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

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 "E" 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

ATTACHMENT 2

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. 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.

6.23. 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.

6.24. 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: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

Date: 11/05/08

Addendum #1 – Formal Bid 1127

Pesticide Application & Rodent Control Services

The following changes and updates are to be included in Bid 1127. As a reminder, proposals are due on December 1, 2008 at 10:00 a.m. in the City Clerk's Office.

Page 5 – Additional Requirement Between Scheduling of Work and Payment

1. *DOJ Background Check Information* – All employees working under the contractor, shall go through a state mandated background check, when working at all state facilities, within this contract. The contractor reserves the right to only have certain individuals work at the state facilities. This specifically relates to the newly added site for Fairview Development Center 2501 Harbor Blvd. (see item 6. below)

Page 6 – Additional Safety Requirement

2. *Signage on all Contractor's Vehicles* - All vehicles used by the contractor, must be clearly identified on each side of the vehicle, with the contractor's name, telephone number and contractor number. All guidelines shall comply with all state policies, pertaining to this regulation.
3. *Uniform Policy for Contractors* – All persons working under the contractor shall wear uniform shirts at all times when working within the City. Uniform shirts will have at minimum the company logo clearly visible so as to identify them as employees of the contractor.

Page 21 – Contractor to Send Copies of all licenses with bids:

Page 25 – Vendor to send the following copies with bid:

4. Item #2 Contractors License C-27 is desirable but NOT required.

Page 23 – Correction to Bid Due Date

5. Bid Due date should be **December 1, 2008 at 10:00 a.m.**

Page 28 – Addition/Deletion to City of Costa Mesa Parks

- 6. Add Address 29. Fairview Development Center, 2501 Harbor Blvd.
Add Address 30. Raleigh Park, 2157 Raleigh Ave
- 7. Delete Address 17. Pinecreek Park 1360 Adams Ave.

**Page 31 – Addition/Deletion Alley Locations- City of Costa Mesa
Parkways, Medians, Easements and Right-of-ways**

- 8. Add 84. Sterling Ave
Between 19th Street and Hamilton Street – Asphalt
- Add 85. Between Santa Ana and Westminster Ave
And 15th Street and Palmer Street – Dirt
- Add - Any Additional Alley locations not listed
- 9. Delete Address 33. Raleigh Ave – Vacant Lot

Page 33 – Deletion on City of Costa Mesa- Olive Tree Fruit Control

- 10. Delete Address 3. Carnegie & Fair Drive (1 tree)

Page 33 – Change in total on City of Costa Mesa – Ficus Tree Fruit Control

- 11. Add 7 additional Ficus trees to existing number for address 1. City Hall (total 13 trees)

Page 42 – Replacement of page with attached Exhibit C – Materials Used

- 12. See attached replacement list (page 3)

Please sign this addendum sheet and return as part of your bid submittal.

Company name: _____

Representative name (print): _____

Representative signature: _____

Date: _____

Debbie S. Casper, C.P.M., CPPB
Purchasing Supervisor

Materials used for the City of Costa Mesa locations list

<u>Chemical Names:</u>	<u>Locations:</u>	<u>Classifications:</u>	<u>Frequencies:</u>
Attrimec	All Sites	Plant Growth Regulator	As Needed
Black Onyx	Lakes	Colorant	As Needed
Blazon – Green	All Sites	Colorant	As Needed
Diphacinone 0.01%	All Sites	Rodenticide	As Needed
Drive 75	Farm Complex	Selective Post	3 X's /Year
Florel Fruit Brand Eliminator	All Sites	Plant Growth Regulator	As Needed
Fusilade II	All Sites	Selective Post	As Needed
Goal 2XL	Arundo & Castor Bean	Selective Pre/Post	As Needed
Manage	All Sites	Selective Post	As Needed
P.C.Q.	All Sites	Rodenticide	As Needed
Pendulum 2G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Q4	All Sites	Selective Post	As Needed
Quik Pro	Facilities, Parks, Medians	Non Selective Pr	As Needed
Radiance	Lakes	Selective Post	As Needed
Reward	Lakes	Selective Post	As Needed
Ronstar G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Round Up Pro-Liquid	All Sites	Non-Selective Post	As Needed
Sedgehammer	All Sites	Selective Post	As Needed
Snapshot 2.5G	Facilities, Parks, Medians	Selective Pre	2 X's/Year
Speedzone-Southern	Facilities, Parks, Medians	Selective Post	2 X's/Year
Surflan A.S.	All Sites	Selective Pre	As Needed

All Application rates and frequencies of use for each chemical product are to be determined by the City of Costa Mesa or the City's representative. Additional chemical products can be added to this list as determined by the City.

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

Company Name: R.P.W. Services, Inc.
Name & Title of Representative: Robert Ryan - General Manager
Street Address: 2473 E. Orangethorpe Ave.
City, State & zip code: Fullerton, CA 92831
Phone Number: 714-870-6352
Fax Number: 714-870-6485

Contract sites - See Exhibit A for Service Areas

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.

Emergency Calls - 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 shall be referred to the Contractor for immediate disposition.

Contractor shall respond to emergency calls within two (2) hours from time of notification.

Contractor must designate a person within his company who will respond to emergency calls 24-hours a day.

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.

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.

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.

Safety Requirements

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 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 a restraint, or a cease and desist order, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Hazardous Conditions - The Contractor shall maintain all work sites to be 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. All

BIDDER'S INFORMATION

Each bid shall set forth the full names and residences of all persons and parties interested in the proposal. If the bid is by 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 or responsible parties. 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.

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: R.P.W. Services, Inc.

Address: 2473 E. Orangethorpe Ave.

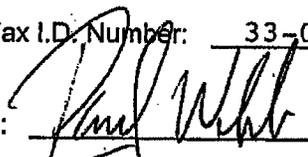
Fullerton, CA 92831

Telephone: (714) 870-6352 Fax: (714) 870-6485

E-mail address: rryan@rpwservicesinc.com

Length of time in business: 21 years Length of time at current location: 8 years

Federal Tax I.D. Number: 33-0416937 Incorporated: Yes No

Signature: 

Circle One: Owner Partner Officer

Print Signature's Name: Paul Webb

Title: Vice President

Date: November 25, 2008

Vendor's Contact Person: Robert Ryan 714-870-6352
Telephone

Costa Mesa Business License: 12440

REFERENCES

The bidder is required to state what work of the same 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 the 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 contact all references:

City of San Juan Capistrano David Hubler (949)493-1171 \$69K/year
32400 Paseo Adelanto San Juan Capistrano, CA 92675

City of Riverside Shirley Bennett (951)351-6250 \$55K/year
3936 Chestnut Street Riverside, CA 92501

University of California Los Angeles Miles Kitasato (310)206-4993
731 Charles E. Young Drive, South Los Angeles, CA 90095 \$85K/year

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 construction.

1) Have you ever been disqualified from any contract? Yes XX No

2) If yes, explain the circumstance:

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

DRUG-FREE WORKPLACE

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 in a "Drug-Free Workplace" included as Attachment #1 and hereby agrees to comply with required policy.



Authorized Signature

LICENSE INFORMATION

Individual/Firm Name: R.P.W. Services, Inc.

Business License for Pest Control Number: License # 02001

Pest Control Advisor's License (Category A, B, D, E and F):

Name of Individual and License Number: Paul Webb - PCA 02023

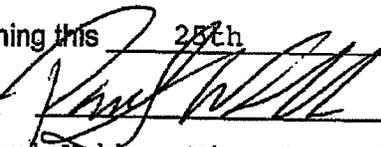
Issued on 01/01/08, and currently in good standing.

Qualified Applicator License (Category A, B, C and F):

Name of Individual and License Number: Robert P. Webb - 30247

Issued on 01/01, 08 and currently in good standing.

Signing this 25th day of November, 2005.

By: 

Paul Webb Vice President

Print Name and Title

Address: 2473 E. Orangethorpe Ave.

Fullerton, Ca 92831

Telephone: 714-870-6352

CONTRACTOR TO SEND COPIES OF ALL LICENSES WITH BID:

- City Business License
- Contractors License C-27
- Pest Control Advisor's License
- Qualified Applicator License
- State Pesticide Control Business License
- Restricted Materials Permit (as required)
- Registration with Orange County Agricultural Commission

LICENSE NO.

0200100000

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



PEST CONTROL BUSINESS LICENSE
MAIN LOCATION

THIS LICENSE EXPIRES
December 31, 2009

RPW SERVICES, INC.
1895 COMMONWEALTH AVE
FULLERTON, CA 92832

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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE VALID THROUGH

01/01/2008 12/31/2009

PCA 02023 ABCDEG

PAUL WEBB

PO BOX 2342

FULLERTON CA 92837



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE VALID THROUGH

01/01/2008 12/31/2009

QAL 30247 ABCDEFG

ROBERT P WEBB

P O BOX 2342

FULLERTON CA 92837

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

Office: (714)447-7100

Fax: (714)567-6203

RESTRICTED MATERIALS PERMIT

RPW SERVICES, INC.
2473 ORANGETHORPE AVE.
FULLERTON, CA 92831

Permit Number: 30-08-196058

County District #: PC

Expiration Date: December 31, 2008

Effective Date: January 29, 2008

PAUL R WEBB
2473 ORANGETHORPE AVE.
FULLERTON, CA 92831

Home Phone: () -

Shop Phone: (714)870-6352

Mobile Phone:

Fax: (714)870-6485

Permittee Type: QAC/QAL

Permit Type: Seasonal

Possession: Possession & Use

NOI Method of Submission:

Phone: X

Fax:

Box:

In Person:

Modem:

Web:

NOI required 24 hours prior to application.

Conditions: H, J, L, M, P

See end of permit for
code descriptions.

I understand that this permit does not relieve me from liability for any damages to any persons or property caused by the use of these pesticides. I waive any claims 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. I have considered alternatives and mitigation measures pursuant to Title 3, California Code of Regulations, section 6426. Taking into account economic, environmental, social, and technological factors, I have adopted those that are feasible and would substantially lessen any significant adverse impact on the environment.
[Form PR-ENF-125 (Rev. 11/06) Pesticide Enforcement Branch]

Permit Applicant: RPW SERVICES INC
(Please Print)

Signed: 

Title: PAUL WEBB VP
(Please Print)

Issue Date: 1-29-08

Issuing Officer: ARIA KEVUR

Issue Date: 1/29/08

Permittee:RPW SERVICES, INC.

Permit Number: 30-08-196058

Employees handle pesticides.

<u>Contact Name</u> RPW SERVICES, INC.	<u>License</u> 196058	<u>Code</u>	<u>Exp. Date</u>	<u>Phone Number</u> () -	<u>Contact Type</u> Grower-Permittee
---	--------------------------	-------------	------------------	------------------------------	---

PERMIT PESTICIDES

<u>Number</u>	<u>Pesticide</u>	<u>Pests</u>	<u>Forms</u>	<u>Methods</u>	<u>Applicators</u>
1050	CARBARYL	INSECTS	All Reg.	Ground	EP
2000	DICAMBA	WEEDS	Liquid	Ground	EP
3590	LINDANE	INSECTS	All Reg.	Ground	EP
3820	OXYDEMETONMETHYL	INSECTS	Liquid	Ground	EP
4840	ALUMINUM PHOSPHIDE	RODENTS	Fumigant	Ground	EP
5540	STRYCHNINE	RODENTS	Bait	Ground	EP
6260	ZINC PHOSPHIDE	RODENTS	Bait	Ground	EP
6360	2,4-D	WEEDS	Liquid	Ground	EP
7880	MCPA, SODIUM SALT	WEEDS	Liquid	Ground	EP

PERMIT COMMODITIES

<u>Crop</u>	<u>Site</u>	<u>Location/Site Narrative/Site Conditions</u>	<u>District</u>	<u>Section</u>	<u>Town</u>	<u>Range</u>	<u>Meridian</u>
				<u>Quantity</u>	<u>Units</u>		

LANDSCAPE MAIN (30-0)

001	SITE #N/A		30	1	00N	00E	S
	VARIOUS LOCATIONS IN COUNTY			1.00	A		

1050 (CARBARYL), 2000 (DICAMBA), 3590 (LINDANE), 3820 (OXYDEMETONMETHYL), 4840 (ALUMINUM PHOSPHIDE), 5540 (STRYCHNINE), 6260 (ZINC PHOSPHIDE), 6360 (2,4-D), 7880 (MCPA, SODIUM SALT),

Description of Conditions on this Permit:

<u>Condition ID</u>	<u>Description</u>
H	PREVENT DAMAGE 2,4-D AMINE FORMULATION TO BE USED TO PREVENT DAMAGE TO ADJOINING CROPS AND PROPERTIES.
J	ZINC PHOSPHIDE GRAIN ZINC PHOSPHIDE TREATED GRAIN TO BE PLACED UNDERGROUND IN SENSITIVE AREAS.
L	1.8% BAIT 1.8% STRYCHNINE BAIT REQUIRES "GOPHER GETTER, JR." TYPE MECHANICAL PROBE, OR TUNNEL-MAKING GOPHER MACHINE.
M	CARCASSES MUST BE DISPOSED ALL ANIMAL CARCASSES FOUND MUST BE PROPERLY AND IMMEDIATELY DISPOSED OF.
P	TRUNK OR SOIL INJECTION ONLY APPLICATIONS OF OXYDEMETION - METHYL TO ORNAMENTAL LANDSCAPE TREES AND SHRUBS SHALL BE MADE BY TRUNK INJECTION OR SOIL INJECTION METHODS ONLY.

Description of Custom Site Conditions

<u>Condition ID</u>	<u>Description</u>
---------------------	--------------------

*** LAST PAGE ***



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92626-1200
 (714) 754-5234 TDD: (714) 754-5244

PAID
 DEC 01 2008

AL

Business Name RPH SERVICES, INC. CITY OF COSTA MESA

Parent Company Name _____
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address 2473 E ORANGETHORPE AVE FULLERTON, CA 92831
 (Cannot be a P.O. Box) Street # Street name Unit # City State Zip

Mailing Address P.O. BOX 2342 FULLERTON, CA 92837
 (Can be a P.O. Box) Street # Street name Unit # City State Zip

Business Telephone # (714) 870-6352 Business Start Date 1987 No. of Employees (on average) 15

Ownership (Check One only)
 Sole Owner Corporation Partnership Husband & Wife Co-ownership Limited Liability Company
 Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # 33-0416937 Federal Firearms License # (if applicable) _____

OWNER'S OR PRINCIPAL'S NAME(S)
 Name KARLA WEBB Name PAUL WEBB
 Home Address 1701 Miramar Home Address 101 Miramar
 City Fullerton Zip 92831 City Fullerton Zip 92831
 Telephone # (714) 870-5707 Title Pres Telephone # (714) 872-3515 Title J.P.
 Drivers License No. _____ Date of Birth 7-26-67 Drivers License No. C1278406 Date of Birth 3-23-65

TYPE OF BUSINESS
 PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other
 Fully Describe Business Operation: LANDSCAPE PEST CONTROL & PLANT HEALTH CARE
 Standard Industrial Class Code (SIC) _____
 Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
 (If Applicable) (Required for automobile/motorcycle sales businesses)
 Hours of Operation (M-F) 8^{AM}-5^{PM} (S-SU) CLOSED Number of Rental Units/Rooms/Spaces _____
 (Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
 (wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ 60,000

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
<u>\$40,000.01 to 75,000.00</u>	<u>\$45.00</u>
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
 Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left _____
 Enter the tax due amount here \$ _____
 PLUS _____ (# of sellers _____ x \$5 = \$ _____)
 EQUALS _____ Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
 (Fees based on annual operating expenses when no receipts generated)
 Enter annual operating expenses amount \$ _____
 Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
 (California Licensed) Total tax due \$50.00

VEHICLE WHEEL TAX/TOW TRUCK BUS
 Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? Yes No
 Will you have an assembly room with an occupant load of 50 or more persons? Yes No
 Will you be installing a spray booth? Yes No
 Will your business produce dust/wood shavings or other material? Yes No
 Will you be storing or using flammable or combustible liquids or compressed gases? Yes No
 Will you be warehousing materials higher than 12 feet? Yes No
 Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature [Signature] Title GENERAL MANAGER Date 11/26/08

FOR CITY OFFICE USE ONLY
 Planning Approval _____ Date Approved _____ CUP Required? _____ CUP # _____
 Building Approval _____ Date Approved _____ Comments _____
 Fire Department Approval _____ Date Approved _____

PEST CONTROL BUSINESS COUNTY REGISTRATION
PR-PML-089 (REV. 3/02)

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

PL 30247 ACCOEF6

ROGERS Paul WEBB

P.O. Box 2342

FULLERTON, CA

CARD IMPRINT AREA
(ATTACH COPY OF PEST CONTROL BUSINESS LICENSE)

REGISTRATION PERMIT RECEIVED FROM
AGRICULTURAL COMMISSION
1750 S. DOUGLASS ROAD, BLDG. D 1440
ANAHEIM, CA 92806-6031
(714) 447-7100, FAX (714) 567-6203

REGISTRATION EXPIRATION DATE: DECEMBER 31, 2008

FOR REGISTRATION IN COUNTY OF:

BUSINESS LOCATION
 MAIN BRANCH

BUSINESS NAME: Orange
BUSINESS LICENSE NO.: 01661

ADDRESS: 2473 E. Orange Thyme

CITY: Fullerton ZIP CODE: 92831 TELEPHONE NUMBER: 714 870 6352

QUALIFIED APPLICATOR'S SIGNATURE: [Signature] DATE: 1/29/08

AGRICULTURAL COMMISSIONER'S SIGNATURE: [Signature] DATE: 1/29/08

Distribution: Yellow - Pest Control Business White Cardstock - CAC

IMPRINTING COUNTY'S OFFICIAL SEAL

91/29/08

AGRICULTURAL COMMISSIONER'S SIGNATURE

IMPRINTING COUNTY'S OFFICIAL SEAL

Distribution: Green - Adviser White Cardstock - CAC

ALL OTHER RECOMMENDATIONS ARE AVAILABLE AT (CITY & STREET)

REGISTRATION PERMIT RECEIVED FROM
AGRICULTURAL COMMISSION
1750 S. DOUGLASS ROAD, BLDG. D 1440
ANAHEIM, CA 92806-6031
(714) 447-7100, FAX (714) 567-6203

CARD IMPRINT AREA

REGISTRATION EXPIRATION DATE: DECEMBER 31, 2008
FOR REGISTRATION IN COUNTY OF: ORANGE
ADVISER'S EMPLOYER: RW Services
ADDRESS: 2473 E. Orange Thyme
CITY: Fullerton ZIP CODE: 92831
ADVISER'S SIGNATURE: [Signature]

AGRICULTURAL PEST CONTROL ADVISER COUNTY REGISTRATION
PR-PML-091 (REV. 3/02)

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

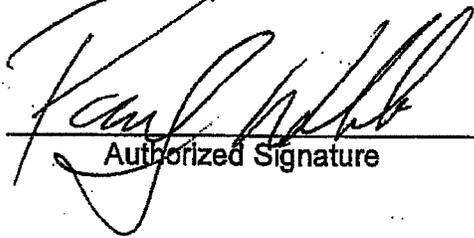
P.C.A. 02023 01/23/08 - 12/31/09

WEBB, PAUL ACCOEF6
P.O. Box 2342
Fullerton, CA

REGISTRATION PERMIT RECEIVED FROM
AGRICULTURAL COMMISSIONER
1750 S. DOUGLASS ROAD, BLDG. D 1440
ANAHEIM, CA 92806-6031
(714) 447-7100, FAX (714) 567-6203

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 Signer

Jeanette Heinrichs
Name of Insurance Company/Broker

Paul Webb
Print Name of Authorized Signer

Van Beurden Insurance
Insurance Company/Broker

Vice President
Title of Authorized Signer

1600 Draper St. Kingsburg, CA 93631
Address

RPW Services, Inc.
Name of Company

(559)897-2975
Insurance Company/Broker Telephone

EXHIBIT C
FEE SCHEDULE

OFFER PAGE

To: City of Costa Mesa
Purchasing Division
77 Fair Drive
Costa Mesa, CA 92626

From: RPW Services, Inc.
Name of Bidder
P.O. Box 2342
Mailing Address
Fullerton, CA 92837
City, State, & Zip

Responding to Invitation for Bid No. 1127 due Monday, November 17, 2008 at 10:00 a.m., the undersigned Bidder agrees to furnish and deliver pesticide application and rodent control services, per the specifications herein. I/We have stated hereon the price(s) at which we will furnish and deliver the services and will accept as full payment therefore the amount shown below.

Bidder further agrees to, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

"PIGGYBACK" CLAUSE. Bidder shall indicate below if he will extend the same prices, terms, and conditions of his bid to other public agencies: XX Yes ___ No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

Please check your calculations before submitting your bid; the City of Costa Mesa will not be responsible for Bidder miscalculations.

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

The undersigned certifies that he/she has read all documents related to this bid proposal 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:

OFFER PAGE – (continued)

AS DESCRIBED IN THIS CONTRACT:

The hourly rate bid shall include the cost for all labor, tools, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements, with the exception of rodent control.

For the current budget year, the Parks Division has \$82,000 budgeted for pesticide application. The annual total cannot exceed this amount. Staff will determine which areas will be serviced.

Pesticide Application – Please provide an hourly rate based on a two-man crew

Hourly Labor Rate – 2 Applicators	Estimated Hours	Monthly Total	Pesticide Application Annual Total
\$ 64.00	70hrs/month	\$ 4,480.00	\$ 53,760.00

*****Rodent Control – Please provide an hourly rate based on a one-man crew***

Hourly Labor Rate – 1 Applicator	Estimated Hours	Monthly Total	Rodent Control Annual Total
\$ 55.00	35hrs/month	\$ 1,925.00	\$ 23,100.00

*****The contractor shall include the material costs for rodent control into the hourly rate.***

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: _____ %.

Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of ninety-(90) days from the Bid Submittal Deadline, and at no time in case of successful Bidder.

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.

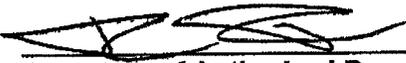
Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

RPW Services, Inc.
Bidder Name (Person, Firm, Corp.)

2473 E. Orangethorpe Ave.
Address

Fullerton, CA 92831
City, State, Zip Code

714-870-6352
Telephone Number


Signature of Authorized Representative

Robert Ryan
Name of Authorized Representative

General Manager
Title of Authorized Representative

714-870-6485
Facsimile Number

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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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
CERTIFICATES OF INSURANCE