PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant provide parks and landscape maintenance services as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary 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 RFP ("RFP") and Consultant's Proposal submitted February 2, 2012 (the "Proposal"). A copy of the RFP and the Proposal are attached hereto as Exhibit "A" and incorporated herein by this reference. Should the City desire to increase, reduce or change the type or frequency of park maintenance services, Contractor shall make such reductions as requested by City upon a minimum of ten (10) days' written notice, except in cases of emergency, and Contractor's compensation shall be adjusted based upon the increase or decrease in the level of service, at the rates reflected in Contractor's proposal or as then may be in effect, or otherwise as agreed by the parties.

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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. 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.

Consultant shall provide a minimum one year warranty on all plantings made pursuant to this Agreement.

1.4. Prevailing Wages. Consultant shall pay not less than the prevailing rates of wages to all workers employed by him in the execution of this Agreement. The Consultant will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Consultant shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Consultant and any of its subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Consultant shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Agreement.

1.5. Performance Bond. A performance bonds shall be required to be issued to ensure Consultant's performance under this Agreement. The amount of the performance bond shall be $1,000,000 and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.6. 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.

1.7. 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.

1.8. 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 the maximum amount of $959,820 per year for the first two years of this Agreement, with compensation to include all personnel costs, equipment costs, materials, disposal fees, depreciation, etc. For the remaining term of the agreement, including any authorized extensions thereof, compensation on an annual basis may be increased by only by any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable. Compensation shall be increased or decreased for services actually provided as may be changed from time to time in writing by City as set forth in Section 1.1 above. The unit prices contained in Exhibit B shall be used to determine the compensation for additional or decreased services.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal 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. Billing and Payment. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' 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.

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 consultant to make payments properly to subcontractors for materials and labor.
- A reasonable doubt that the contract may be completed for the balance then unpaid.
- Failure to submit required reports or other necessary documents.

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 date of payment for service.

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 Schedules, which shall be prepared by Consultant and submitted to City for approval prior to commencement of work. Once approved, the schedule shall not be modified except in a writing approved by the City's Project Manager. 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 five years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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.

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, all reports required by the RFP or described in the Proposal 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 Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and Five Million Dollars ($5,000,000.00) 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. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(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 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. 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.

5.5. 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:
Merchants Landscape Services, Inc. 1510 S. Lyon St. Santa Ana, CA 92705 Tel: 800-645-4881 Fax: 714-972-3185 Attn: Mark Brower	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714-754-5156 Fax: 714-754-5330 Attn: Purchasing

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 "C" 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:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration 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 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is

determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. 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.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. 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 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.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City, except for those employees who leave City employment voluntarily or through layoff, while this Agreement is in effect. Contractor shall conduct a job fair and assessment of any City employees who may be displaced as a result of this Agreement and shall offer a position to all displaced qualified City employees in accordance with its Proposal.

6.16. 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 Proposal, 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 the Proposal.

6.17. 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.

6.18. 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.

6.19 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.

6.20. 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.

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

6.22. 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.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the

offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,

A municipal corporation

_____ Date: _____

City Manager of Costa Mesa

CONSULTANT

_____ Date: _____

Signature

_____

Name and Title

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CITY'S RFP AND CONSULTANT'S PROPOSAL

REQUEST FOR PROPOSAL

FOR

PARKS & LANDSCAPE MAINTENANCE SERVICES

Costa Mesa

PUBLIC SERVICES DEPARTMENT
CITY OF COSTA MESA

Released on December 16, 2011

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Richard Amadril, email ramadril@ci.costa-mesa.ca.us.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	December 16, 2011
Deadline for Written Questions	January 4, 2012
Responses to Questions Posted on Web	January 11, 2012
~~Proposals are Due~~	~~January 19, 2012~~
Proposals are Due	February 2. 2012
~~Interview (if held)~~	~~February 9, 2012~~
Interview (if held)	February 23, 2012
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

All other provisions of the invitation of this proposal shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Amendment.

_____
Signature Date

_____
Company Name

_____
Typed Name and Title

_____

_____
Address

REQUEST FOR PROPOSAL

FOR

PARKS & LANDSCAPE MAINTENANCE SERVICES

Costa Mesa

PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on December 16, 2011

Parks & Landscape Maintenance Services

REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Parks & Landscape Maintenance services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer's submission regarding use of City facilities and equipment.

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Parks & Landscape Maintenance Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over $94 million and a total of over $107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

The City of Costa Mesa will be awarding a contract for Parks, Sportsfields, Lakes and Recreational Facilities Maintenance Services. Be advised that Proposers will be allowed to submit bids for some or all of the City's maintenance needs identified in this RFP, and the City may select more than one proposal.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	December 16, 2011
Deadline for Written Questions	January 4, 2012
Responses to Questions Posted on Web	January 11, 2012
Proposals are Due	January 19, 2012

Interview (if held)	February 9, 2012
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

The scope of work consists of the complete landscape, irrigation and specialty maintenance of parks, parkways, sports fields, lakes and facilities within the City of Costa Mesa. The work consists of complete turf maintenance, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, application of pesticides, cleaning and maintenance of restrooms, hardscape areas, litter collection and disposal, and other activities normally associated with full service maintenance of municipal parks, recreational facilities and landscaped areas. This RFP is for routine, reoccurring maintenance only. The City reserves the right to let contracts for any and all work which requires a separate low bid process based upon the nature of the work and its anticipated costs.

Prevailing Wage: It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than prevailing rates of wages to all workers employed by him in the execution of the contract. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive. (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this solicitation.

Locations

See Exhibit C, vicinity and site maps.

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 any awarded agreement. To insure consistent quality of the work being performed, the City representative may inspect all areas covered by this contract within 24 hours after work is scheduled to be performed for the month. Any deficiencies shall be recorded on the Performance Deficiency Notification form, see Exhibit A, and submitted to the contractor for review and corrective action. After the correction period allowed in the Performance Deficiency Notification form has passed, the City represent shall re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see Exhibit A, to the Contractor. Any deficiencies not

corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the contractor in the Service Area and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Experience

Prior to contract award, the successful Proposer 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 who is authorized to make decisions on matters pertaining to this contract with the City. Field facilities that support daily operations must be within fifteen (15) miles of the City.

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 and a valid Qualified Applicators License in the appropriate categories (A thru F). In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the appropriate category.

No Proposal shall be considered from a Contractor who, at the time the Proposals are opened, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived.

All vehicle operators shall have a valid State of California driver's license for the class of vehicle being operated and while working in the City have signage on two sides of each truck stating "Contracted for the City of Costa Mesa"; with Name of Company, Phone number(s) of Company and State Contractor's license number(s).

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

The Proposer shall provide a copy of all required licenses, with the Proposal submittal, except for City Business License.

Contractor is an Independent Contractor

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

Indemnification

The Contractor shall indemnify and otherwise hold harmless the City, and its officials, officers, employees,

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

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 shall 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, payment or other consequences of their performance.

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 employees at all times, to complete all work required under this contract during the regular and prescribed hours.

All such personnel shall be physically able to do their assigned work. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable company uniforms, with name of company and employee 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. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

Supervision

The Contractor shall assign adequate supervisory personnel to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in comprehensive maintenance of a wide range of municipal facilities, including but not limited to: plant care, irrigation management, pest control, soils, fertilizers, and plant identification. The supervisors must be fluent in the English language (written and spoken), and must be able to communicate effectively with City Representative, the public and subordinate staff.

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. City shall retain the right to schedule meetings at any frequency.

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 shall 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 shall be dedicated to the work. The schedule shall also indicate any special work assignments i.e. pesticide application, tree trimming, playground inspections, pressure washing, etc. that shall be conducted.

The schedules shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified shall result in a penalty of $100 per occurrence, per schedule for each calendar day until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 7:00 a.m. and after 4:00 p.m.

Underground Alert

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

PAYMENT: Method of Payment/Monthly Reports

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

This is a prevailing wage contract. All Contractor employees must be paid in compliance with all applicable laws. Certified payroll reports for all employees performing work on the contract during the billing period, shall be submitted with each invoice

Payment Withheld

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 for materials and labor.
- A reasonable doubt that the contract may be completed for the balance then unpaid.
- Failure to submit required reports or other necessary documents.

TERM OF CONTRACT

The contract shall remain in full force and effect for an initial period of sixty (60) months, unless terminated by either party. The contract may be extended, with approval of both parties, for three (3) additional one (1) year periods for a maximum term not to exceed eight (8) years.

The contract may be terminated by either party without cause with sixty (60) calendar day written notice; except that if the Contractor should neglect or refuse, or fail for any reason to perform the work, the City may terminate the contract for nonperformance with fourteen (14) calendar day written notice.

NON-PERFORMANCE

In case of termination by the City for nonperformance, the City may contract or cause to be done any work not completed at the time of the termination. Payment to the Contractor shall be reduced by the cost of the work.

If it is determined the Contractor has not performed the work satisfactorily under a provision of this contract, a non-credit status may be enforced during this period on "noncompliance." This prorate shall be based on the total yearly amount for labor divided by the working days available.

If a non-credit status is imposed due to the Contractor's nonperformance and/or noncompliance to the specifications and provisions contained herein or any other work applicable under this contract, it is agreed that the City may withhold payment for the value of the disputed work until the nonperformance or noncompliance is corrected. If not correctable, the City may deduct from any payment due, the value of the work that was either not performed or not in compliance with the specifications. This provision shall have no effect on any other rights the City may have under this contract.

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.

_____, 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 site maps Exhibit C.

ADDITIONS/DELETIONS

The addition or deletion of areas to be maintained may be made by the City with thirty (30) days written notice to the Contractor. 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 and/or contract amendment approved by the Director of Public Services, which shall clearly state the effective date of the change, the adjusted contract amount and the scope of any changes. The contract amount shall 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 may be referred to the Contractor for immediate response.

Contractor shall respond to emergency calls within two (2) hours from time of notification and shall notify the City Representative upon completion of the call out and the work performed.

Contractor shall designate a person(s) who shall be available to respond to emergency calls 24 hours per day.

Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis.

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 or notify the City Representative if that is not possible.

Failure to respond within two (2) hours of attempt to contact shall result in a $300 penalty per incident. Failure to respond to an emergency at any level shall 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 laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Hazardous Conditions

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

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 shall 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 shall 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 pruning operations, use of equipment or tools shall begin before 7:00 a.m.

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

WASTE DISPOSAL

Contractor shall be responsible for the collection, removal and disposal of all trash, debris and green waste generated by landscape maintenance activities as per specifications. The Contractor shall be responsible for recycling green waste generated from work conducted within the City as set forth below. The Contractor shall

remove both general trash and green waste each day from the City and dispose of off City sites.

CITY TO RECEIVE RECYCLING CREDIT - AB939

All green waste produced as a result of the Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment.

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each demand for payment.

Reusing will include, but not be limited to using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner indicating location and amount of material to be used at that location.

Recycling will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, Contractor must provide to the City proof of such an operation with each demand for payment

VEHICLE RESTRICTIONS

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

PROTECTION AND PRESERVATION OF PROPERTY

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

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

PUBLIC RELATIONS

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

The City of Costa Mesa reserves the rights to contract for and perform other or additional work on or near

the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and hold harmless the City of Costa Mesa from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

INSPECTIONS

Inspections shall be performed by representatives of the City at specified times and random visits. During or following times when the Contractor is on site.

All inspections called for by the Contractor shall be requested from the City Representative a minimum of **forty-eight (48) hours** prior to the anticipated inspection.

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.

GENERAL CLEAN UP

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

INCLEMENT WEATHER

During the periods when inclement weather hinders or prevents normal maintenance operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather as listed below:

The Contractor shall clean drains, gutters, clean outs, or other drainage structures within contracted maintenance service areas or other such activities as needed. The Contractor shall make available to the City, adequate personnel to assist in any storm related response or damage repair to sites in this contract.

The Contractor shall not work or perform any operations during inclement weather that may cause damage to any landscaped area within the scope of this contract. The Contractor shall the City Representative by 7:00 a.m. on any work day when conditions shall/may result in no scheduled work to be performed.

The Contractor shall immediately notify the City Representative when the work force has been removed from the job site due to inclement weather or other reasons.

SECTION 4.

LANDSCAPE MAINTENANCE SPECIAL PROVISIONS

GENERAL LANDSCAPE MAINTENANCE

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

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

PLANT 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.

IRRIGATION

Irrigation Repairs

The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; down stream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, rain gauges, control and communication wiring. Contractor shall notify City Representative of any main line failure within twenty-four (24) hours of occurrence. Non-functioning and unrepairable components (controllers, devices, gear driven rotor sprinkler heads) shall be replaced by the Contractor at cost of the device plus 15%. Labor shall be paid by City at rate shown in bid pricing. The City Representative shall approve all repairs in advance. The Contractor shall not back fill any repairs, unless authorized by the City Representative.

Damage to irrigation systems caused by the contractor shall be the responsibility of the contractor to repair within 48 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 shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the contractor.

Irrigation Scheduling and Water Management

The City shall be responsible for the programming of functioning irrigation controllers that are part of the Motorola and/or Rain Bird centralized systems. The Contractor shall be responsible for programming all other irrigation controllers. A complete inventory of irrigation controllers is attached as Exhibit E.

For changes to irrigations schedules controlled by the City's central irrigation computers, the Contractor shall submit proposed irrigation schedules or a request to change a schedule to the City Representative, two (2) days in advance of the needed change. City Representative, using information provided by the contractor, shall program the change by the date requested.

The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

1. Facilities, Fire Stations, Medians, Parkways, Parks:

   1x/month October thru February
   2x/month March thru September

2. Sportsfields:

   2x/month October thru February
   4x/month March thru September

All inspections shall be included in the work schedule and be performed in the presence of the City Representative unless otherwise authorized.

The Contractor shall be responsible for programming each non-centralized irrigation controller in the "off" position during inclement weather. Failure to do so shall result in a penalty of $100 per occurrence per irrigation controller for those observed to not be in the "off" position.

The City shall have final determination as to the appropriate programming of irrigation controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the City representative. The Contractor shall be responsible for necessary repairs to irrigation controllers. The City Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement

The Contractor shall furnish the City with copies of all invoicing, with both pricing and quantities listed, for any purchases of Rainbird and/or Hunter Industries Products monthly.

Backflow Preventer Devices:

The Contractor shall be responsible for testing, repairs and annual re-certification of all backflow prevention devices associated with landscape irrigation systems within their areas of responsibilities. The Contractor shall adhere to the timelines designated by Irvine Ranch Water District (I.R.W.D) and Mesa Consolidated Water District (M.C.W.D) for testing and repairs of each backflow preventer. The City Representative shall inspect and approve all repairs and testing, prior to payment to the Contractor. The Contractor must perform all tests and repairs with an Orange County Certified Backflow tester and a Licensed Plumber. Additionally, all devices must be tested and re-certified whenever a backflow device is installed or repaired. A yearly certification test

must be performed on all devices. The contractor is responsible for all required testing and repairs, along with required documentation maintained for a period three (3) years, with documentation provided to the City. A complete inventory of backflow preventer devices is attached as Exhibit F.

Irrigation Special Provisions:

Water Management

The Contractor shall manage irrigation water applied to City landscape maintenance areas included in this contract at a rate and quantity which closely matches the actual demands of plant material with little or no runoff. All turf areas shall be irrigated only as required to maintain acceptable growth and appearance without excess usage.

All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications and this specification. Contractor shall inspect irrigation systems regularly, at a minimum, per the requirements above. In addition, observations shall be made during regular maintenance activities for any apparent concerns; such as broken and/or malfunctioning heads and shall report observations and areas that need repair to the City Representative. All system problems observed shall be repaired immediately upon discovery or within 48 hours if immediate repairs are not practical.

More detailed inspections of system equipment and performance shall be conducted per the specifications throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City Representative once per month at the scheduled walk-through/inspection.

This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pressure regulators, pumps, controllers, valves, wiring and rain guards if installed. Contractor responsibility for main lines shall consist of continual monitoring and any necessary repairs.

Irrigation/Operation and Maintenance

Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for securing the controller cabinet door at all times.

Contractor shall adjust all aspect of the irrigation systems in order to:

- Provide optimum coverage of all landscaped areas.
- Prevent or minimize runoff and/or erosion.
- Prevent or minimize water on roadways, facilities (tennis, basketball and handball courts, walkways, trails, fences, private property or other non-landscaped surfaces).
- Match precipitation rates of all nozzles/heads.
- Prevent, eliminate and/or limit hazardous conditions.
- Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.

All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken In addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as

necessary when damage is suspected, observed or reported; daily, if needed.

Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the City Representative.

The Contractor shall turn off irrigation systems immediately or as directed the City Representative during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. This is to include weekends and holidays when inclement weather is experienced or predicted. Contractor shall notify the City Representative immediately any time an irrigation system is shut down for any reason.

The Contractor shall monitor, inspect the fertilizer injector at The Farm Sports Complex on a weekly basis, to insure proper operation. The Contractor shall notify the City if the fertilizer injector needs to be serviced or repaired. All repairs shall be performed by authorized vendor at City expense.

The Contractor shall have full responsibility to ensure watering requirements are met within each City site. Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas.

The contractor shall ensure that:

Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed therefore.

All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned. Repaired and/or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve.

Materials

All replacement materials shall be original types and model materials, unless a substitute is approved by the City Representative. Contactor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.

Cost of materials invoiced to the City shall be the Contractor's actual cost plus a maximum 15% markup.

PESTICIDE USE SPECIFICATIONS

GENERAL

The Public Services Department of the City of Costa Mesa solicits and encourages the use of effective alternative pest control measures. Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IPM) and shall develop, implement and adjust an IPM program for all sites included in this contract.

All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State or local laws or regulations. 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.

Pesticide applications are to be made in strict compliance with the product 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.

Within thirty days of the award of contract, and/or prior to the actual start of work, Contractor shall supply to the City a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the City Representative.

The most current specimen labels and Material Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted, as well as documentation of County registration. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.

City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City.

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 to be treated, rate of chemical, method of application, date and time of day application is to be performed

City must give written consent prior to application of any Category I, or restricted use, pesticide.

Required Reports:

Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to apply, which shall be submitted prior to application of pesticide.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City by the tenth of each month.

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.

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.

Weed Control of Paved Surfaces:

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

Hardscape areas – All designated hardscape shall be inspected and maintained weekly. The Contractor shall maintain all hardscape surfaces "weed and trash free". Should weeds be discovered in excess of a height of 2"

the control shall be immediate manual or mechanical removal of the weed. The removal of cigarette butts, sand, bubble-gum, dirt, trash, etc. shall occur for each hardscape during the weekly maintenance.

Weed And Pest Control in Landscaped Areas:

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractors pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

Landscaped areas (shrub and ground cover):

Weed control

All landscaped areas shall be treated with an appropriate pre-emergent and post-emergent herbicides herbicide per the Pre-emergent Schedule, Exhibit 'B'

All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

Contractor shall treat areas within the contract on an as needed basis with EPA registered pesticides to control insects, diseases and/or snails and slugs, as determined by the City.

Rodent Control

Contractor shall monitor all contracted areas for rodent activity. The Contractor shall apply City approved rodenticides as needed to manage populations to a level acceptable to the City Representative.

Contractor is required to provide written Pest Control Recommendations for each product applied within the City that has an E.P.A. registration number and per DPR Regulations. Contractor shall submit to the City and maintain a copy on site during any pesticide application, a Material Safety Data Sheet (MSDS) for each product as required by labor code sections 6832 and 6390, General Industrial Safety Order section 5194 and Title 8, California Administrative Code. Applicators must follow all DPR requirements for posting, personal protective equipment, label information, service container marking, required on-site information, etc. when transporting, mixing/loading, applying or equipment cleaning.

PROPOSER IS REQUIRED TO SUPPLY ALL PESTICIDES (INSECTICIDES, MITICIDES, RODENTICIDES, HERBICIDES, ETC.) AND FERTILIZERS NECESSARY TO MEET THE SPECIFICATIONS OF THIS CONTRACT.

LANDSCAPE MAINTENANCE (All landscaped areas)

Shrub Maintenance:

Pruning: All shrubs to be trimmed in a rounded natural shape and proportion, and shall be trimmed so as not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City Representative.

Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance. Pruning shall be performed as frequently as necessary to maintain shrubs at a height determined by the City representative, but not less than monthly during periods of active growth.

Shearing: Only those plants specifically designated by the City Representative may be sheared. These plants may also require additional thinning to maintain a healthy look and condition. No square, decorative, 'poodle cuts', bonsai or other unnatural shapes shall be permitted. Fortnight lilies may not be cut with shears. Dead or dying leaves shall be removed individually with hand pruners.

Shearing of plants not designated by the City Representative shall result in a penalty of $100 per occurrence and the replacement of the plant with a 15 gallon-size plant of the same genus and species at the Contractor's expense.

Ground Cover Maintenance

Trimming: All ground cover is to be trimmed so as not to interfere with irrigation operation or to encroach on to private property, hardscape or Right-of-Way. All dead, diseased and unsightly branches or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat edges. All ground cover is to be kept a minimum of 6" from, but not limited to, all trees, shrubs, walls and fences. Unless otherwise directed by City representative.

Fertilizer

Fertilize all ground cover and shrub beds per Fertilizer Schedule, see Exhibit 'B.'

Pre-emergent/Post-emergent

Apply pre-emergent and post-emergent weed control to all ground cover and shrub beds per Exhibit 'B' at the maximum allowable rate per the manufacturer's label. Contractor may apply pre-emergent herbicide on a more frequent interval to manage weed populations at an acceptable level at no additional cost to the City.

Frequency of Maintenance

The Contractor shall maintain all shrub and groundcover areas per the above specifications, but not less than once each month. Planters are to be maintained in "weed free" condition at all times.

This section does not authorize the Contractor to ignore any other required maintenance activity as stated in this specification. If there is a conflict in specifications, the higher level or more frequent maintenance requirement shall apply.

Fertilizer: Fertilize all plant material per Fertilizer Schedule, Exhibit 'B'.

Turf Maintenance

Mowing

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

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

Turfgrass shall be mowed **every-other-week** during the months of October through December.

Height

All warm season turfgrasses (except hybrid Bermudagrass or seeded hybrid cultivars) shall be cut at 2" throughout the year. Hybrid Bermuda shall be cut at ½" or as directed by City. All cool season turfgrasses shall be cut at 2" throughout the year. Turfgrass mowing heights may be adjusted by the City during turfgrass renovations, special events, or if deemed necessary to promote the health and vigor of the grass. In general, turf shall be mowed at a height of 2" where a specification is unclear or turf type is in question.

Machine Type

Hybrid and seeded hybrid bermudagrass cultivars shall be mowed with a reel type mower with a minimum of nine blades, unless otherwise approved by the City Representative. Warm/cool season turf blends may be mowed with rotary or reel type mowers. All kikuyugrass shall be cut with rotary type mowers, unless otherwise approved by City. All cool season turfgrasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used on larger turf areas with approval of the City. The use of rotary mowers with clipping collection systems are required for all City facilities (community centers, Civic Center, or other City buildings, medians, parkways or areas where mulching mowers leave an unacceptable amount of clippings behind. The Contractor shall schedule sharpening of reels, back lapping of reels and reel adjustments, on a quarterly basis at a minimum, or more frequently if needed to maintain a high-quality cut.

Clippings

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

Edging

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

String Trimming

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

Weeds

All turfgrass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of

all weeds including top growth and roots.

Pre-Emergent Herbicide

Pre-emergent herbicides labeled for use on turf shall be applied as per schedule in Exhibit 'B'.

Fertilizer

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

This notification shall include the following:

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

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

Rodent Control

The Contractor shall monitor rodent activities and control populations in the most efficacious and humane way possible. The Contractor shall notify the Orange County Agricultural Commissioner's Office and the City prior to any use of restricted materials.

Turf Reseeding And Restoration Of Bare Areas

Contractor shall overseed all damaged or bare areas of turf to re-establish turf to an acceptable quality on a continual basis. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Topdress, seed and application rate shall be as approved by the City.

Renovation

The renovation of approximately 85 acres of turfgrass shall be performed 1 time per year. Median and Sports turf shall be the primary areas of service unless otherwise specified by the City representative. Renovation shall be performed during the period between June and August. Turf renovation shall consist of aerification, vertical mowing (dethatching) and fertilization. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. This task shall be performed at no additional cost to City.

Tree Maintenance:

All tree pruning shall be performed per ANSI 9000 standards. Raise trees (remove low limbs) no higher than seven (7) feet above the ground to allow for necessary clearance of pedestrian and to HEIGHT for vehicular

circulation. Broken limbs shall be removed by contractor within 24 hours of notification. Limbs broken in canopy shall be removed by the contractor the same day when notified by the City.

Under no circumstances will stripping of lower branches (raising up) of younger trees be permitted. When trimming is necessary, lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut only after the tree is able to stand erect without staking or other support.

All sucker growth at bases of trees or growing from trunk(s) shall be continuously removed as a part of routine maintenance, not only at the time of tree pruning. Remove suckers and/or water sprouts cleanly.

Tree stakes, ties, and guys shall be checked at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. Remove stakes, ties and guys as soon as they are no longer needed. Replace broken stakes as required.

SPORTS TURF MAINTENANCE

General

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

Mowing

Equipment

All sports fields, except The Farm Sports Complex and the TeWinkle Athletic Complex, shall be mowed with a rotary or flail-type mower. The Farm Sports Complex and the TeWinkle Athletic Complex, shall be shall be mowed with reel-type mowers. All reel-type mowers shall be equipped with minimum nine (9) bladed reels and variable hydrostatic controls, except for the commercial walk behind reel-type mowers used for edge mowing. All mowers shall be sharp and adjusted properly to provide a clean, even cut at the specified height. All mowers must be thoroughly cleaned prior to arrival on the site. This is to prevent transportation and introduction of noxious weeds into the sports turf. The contractor shall schedule sharpening of reels, backlapping of reels and reel adjustments, on a quarterly basis.

Height of Cut

The City shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. Typically, the height of cut for hybrid Bermudagrass shall be ½ to ¾ inch or as specified by the City representative. Typically the height of cut for all other sports turf shall be 1.5 inches. The approved cutting height shall not be changed without authorization of the City Inspector or representative. This specification shall take precedence for sports turf mowing where a conflict may be found with another section.

Mowing Pattern and Speed

The contractor shall change the direction and pattern of mowing each time the facility is mowed. The contractor

shall monthly provide a copy to the City, a calendar with alternate mow patterns, for each mowing. At no time shall the contractor use the same pattern in consecutive mowing. Ground speed shall be maintained at a level sufficiently slow to prevent Marcelling Effect.

Mowing Frequencies

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

The Farm Sports Complex and TeWinkle Athletic Complex:

2x/week March thru September

1x/week October thru November

2x/month December thru February

All Other Sports fields Turf Areas:

1x/week January through September.

2x/month October through December.

Disposal of Clippings

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

Edging

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

String Trimming

String trimming shall be performed **at the same frequency as the mowing operations,** Mechanically trim turf growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height, if complete removal of grass is allowed it shall not exceed more than 18" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the Contractor shall be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the City.

Rodent Control

Same requirements as general landscape areas.

PARKS, SPORTS FIELDS, LAKES, AND RECREATIONAL FACILITY MAINTENANCE – SPECIAL PROVISIONS

PARK MAINTENANCE

All landscape specifications and special provision in above sections shall apply to the maintenance of City parks.

Contractor shall perform specified park maintenance activities to twenty-nine (29) Parks, to provide a safe and pleasant experience for all who visit Costa Mesa Parks according to the specification and frequencies stated in the following sections.

Unlock entry gates at Canyon Park and Fairview Park by 7:00 a.m. daily. Clean, inspect and unlock all park restrooms by 8:00 a.m. daily. Inspect restrooms thoroughly to insure all restroom fixtures and drains are functioning properly.

Inspect daily, all playground equipment, playground surfacing, tot lot sand, shelters, picnic tables, sports courts and walkways to identify any unsafe condition. Report any damage or vandalism or necessary repairs immediately to the appropriate staff person. Secure area with caution tape and install proper signage to warn public of damaged park amenities or dangerous conditions.

Remove daily; sand, glass, debris, or other obstructions from walkways, shelters, playground equipment areas and turf.

Remove and dispose of daily, trash receptacle liner from all trash receptacles; pick up litter around trash cans. Replace liner for each trash receptacle throughout the parks system and evaluate each trash can for replacement purposes and relocation of the trash can within the same area to reduce the damage to the turf underneath each trash can.

Prior to the onset of inclement weather, Contractor shall keep Canyon Park **drainage and grates** clean and free of any debris that might block natural flow of water.

During inclement weather the Contractor shall need to place sand bags in all areas that erosion is occurring.

Playground Inspections: The Contractor shall inspect and certify all playground areas in the City yearly by a certified National Playground Safety Inspector (NPSI) and must maintain accurate and current documents and records.

Specified park maintenance activities to be performed at the frequency stated below:

Daily Tasks:

Turf: inspection, debris and trash removal
Planters: inspection, debris and trash removal
Graffiti: inspection and reporting
Litter Removal: pick up and remove litter
Trash Receptacle Service: remove and replace can liner and remove all trash in proximity to can
Shelters: inspection and repair when materials become damaged or unsafe to the public.
Permit Holders: inspection and repair or replace when materials become damaged or unsafe

Barbeque Grills: inspection and clean as needed, repair or replace when damaged or unsafe
Hot Coal Containers: inspection and clean as needed.
Playground Equipment: inspection, removal of graffiti repair when damaged or unsafe
Playground Surfacing: inspection, report graffiti; repair when damaged or unsafe
Playground sand or chips: inspection and remove trash and debris.
Monument Signs: inspection, report graffiti
Drinking Fountains: inspection, report graffiti, clear drains, repair when damaged or unsafe
Restrooms: open and close at specified times; inspection, reporting graffiti, clean fixtures, stock supplies remove trash.
Restroom Fixtures: inspection, repair or replace when damaged or unsafe.
Restroom Doors/Gates: inspection, repair or replace when damaged or unsafe.
Restroom lights: inspection, repair or replace when damaged or unsafe to the public.
Concrete Walkways & Surfaces: inspection, blow off if needed for safety
Drainage Grates: inspection, repair or replace when damaged or unsafe.
Kiosks: inspection, repair or replace when damaged or unsafe.
Entry Gates/Locks inspection, repair or replace when damaged or unsafe.

Weekly Tasks:

Flags: inspection and replace when they become faded or damaged.
Flag Poles: inspection, repair when damaged.
Light Poles: inspection, repair or replace when materials become damaged or unsafe
Park Benches: inspection, repair or replace when damaged or unsafe
Picnic Tables: inspection, repair or replace when damaged or unsafe.
Signs: inspection, replace when they become damaged or unreadable due to fading.
Sign Posts: inspection, repair or replace when damaged or unsafe.
Concrete Walkways & Surfaces: blow off

Monthly Tasks:

Roto-till, rake, fill low spots, redistribute evenly all playground sand
Inspect Fences: repair as needed
High Pressure hot water washing of all shelters, playground equipment & surfaces

Annual Tasks:

Playground Sand (placement only) for all playground areas; with approved material
Playground Wood Chips (placement only) for all playground areas; with approved material

SOFTBALL AND BASEBALL FIELD MAINTENANCE

Contractor shall complete the reoccurring tasks below daily, except when fields are undergoing rest and renovation or are closed due to inclement weather, or otherwise as directed by the City Representative:

Review scheduled events and determine proper distance of bases for activity.

Inspect all fields and adjacent areas for safety concerns.

Remove any item that may potentially be a safety concern; i.e. broken glass, debris, rocks, etc.

Report any damage, vandalism or necessary repairs immediately to the City Representative.

Daily Tasks:

City representative will provide a weekly schedule for field preparation. Contractor shall prepare only those fields that are to be used each day, and be completely finished with all specified tasks, 1 hour prior to the start of the program. Fields will only be prepared by the Contractor once each day, unless otherwise required by City Representative. Addition field preparation shall be an Extra Charge.

Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.).

Utilizing in-ground irrigation heads; water infields sufficiently to obtain proper moisture levels for dragging and to prevent the infield mix from getting too dry.

Screen drag each skinned infield and warning track areas utilizing a utility cart, field groomer or other similar light duty maintenance vehicle.

Dragging should be performed in figure eight patterns from base to base on softball fields initially, then followed with a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. At the conclusion of dragging, no material shall be pulled into turf; but should be removed with a rake and scoop and disposed of.

For baseball fields, dragging shall be performed carefully on base paths to insure no infield mix is moved into the turf. Home plate area shall be groomed manually with rakes. Larger area of infield mix on the baseball field shall be dragged in circular motions and upon completion, all dragged material removed as per above.

Install bases for appropriate distance for each event.

Apply chalk lines on all skinned infields in a clean, straight, uniform, professional, manner utilizing a guide line anchored at each of the two bases between which the line is to be formed.

Apply batter's box outlines utilizing forms provided by City.

Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose. Lines shall be straight, uniform and of a professional appearance.

Monthly

Scarify all skinned areas.

Other Intervals

Bases/Base Pegs repair or replace when damaged or unsafe

Pitching rubbers: repair or replace when damaged or unsafe.

Laser leveling/Grading: annually for each field.

Addition of infield mix: annually or as needed.

Ballfield Perimeter Maintenance

Ballfield perimeter maintenance shall be performed daily. Ballfield perimeter maintenance shall be defined as all areas outside the field of play and sideline/dugout areas where coaches, players and others associated with the game gather. Ballfield perimeter maintenance areas shall include but are not limited to bleacher, areas around concession stands, fence lines, warm-up areas, etc. The work that shall be performed on a daily basis shall include picking up trash and debris, blowing off areas/hosing down areas using a high pressure nozzle to remove brick dust, stains and/or all other foreign material, such as sunflower seeds, peanut shells, or other food items, so that all areas, including pavement and landscape areas, are clean.

Daily Outfield Maintenance

Contractor shall conduct a visual check of irrigation to insure that irrigation heads are retracted and are at the proper grade to avoid injury to players who may fall on them and that no "slippery" areas exist. Fill in divots, depressions and all uneven areas with # 20 white silica sand, organic compost mixed with Stover Seed Company "Princess 77" hybrid bermudagrass seed at the TeWinkle Sports Complex and "La Prima" bermudagrass seed at The Farm Sports Complex during the spring/summer and Stover Seed Company "Pro Sportsfields Saline" for all other sports turf during the fall/winter to re-establish damaged turf areas. Level the grade of infield mix along fence line areas.

Weekly Maintenance

Contractor shall mechanically edge the turf along fence lines and warning tracks to achieve a consistent, straight line and a smooth arc where the infield mix abuts the turf. Level and drag warning track areas using nail drag followed by finishing drag mats. Contractor shall apply new brick dust to fence lines and warning tracks as necessary to maintain consistent ½" layer of brick dust in these areas.

Annual Maintenance

Topdress outfield turf using the City's approved products. The Contractor may request to use a topdress material. The City Representative shall authorize or deny the request. Apply with an approved top dressing machine that shall achieve a level playing surface.

Inclement Weather

Following inclement weather, the Contractor shall work diligently to make fields playable and be reopened for play, soon as possible. The Contractor shall use 'Diamond Dry' or an approved equal as directed by the City Representative to address small wet areas in the field of play. In addition, the Contractor shall use hand pumps or any other reasonable method necessary to drain standing water off the field following inclement weather, to speed drying.

Note: The Contractor shall not be allowed to store any materials in the City Yard or at any City sites, unless authorized by the City Representative.

RESTROOM MAINTENANCE - SPECIAL PROVISIONS

All park restrooms shall be opened by 8:00 a.m., inspected, cleaned, sanitized, re-stocked with consumable items, and locked at dusk, daily, unless there is a City program operating at the location. If that should occur, the City will secure the restroom at the conclusion of the program.

Contractor to provide all tools, hoses, cleaning products and consumable paper goods.

Service shall be performed at the following locations per the itemized task list below:

Del Mesa Park

Estancia Park

Fairview Park

Heller Park

Lions Park Main restroom

Lions Park Ballfield restroom

Shiffer Park

Smallwood Park

TeWinkle Park, Four (4) restroom buildings

The Farm Sports Complex

Vista Park

Wakeham Park

Wilson Park

Daily Activities

Unlock doors and/or gates by 8:00 a.m.

Inspect for graffiti, damage, vandalism or clogged drains or fixtures.

Clear clogged drains. If not possible, report to City Representative.

Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and on front.

Sweep floor, remove litter, empty trash receptacles, replace can liners.

Secure building and exit doors making sure they are closed and locked.

Clean and sanitize all restroom partitions, fixtures, mirrors, wipe all counters to clean and disinfect, refill dispensers.

Damp mop floors with germicidal cleaner.

Close and secure doors and/or gates at dusk.

Weekly Activities

Wash floor with water and high pressure hose nozzle; remove standing water by using squeegee.

Post sign warning of slip hazard if restroom is open to the public.

Monthly Activities

Using pressure washer, wash interior and exterior walls, floors and exterior sidewalks around building.

MISCELLANEOUS RECREATIONAL FACILITIES MAINTENANCE – SPECIAL PROVISIONS

Joann Bike Trail – Special Provisions

The Contractor shall perform the following tasks at this location:

Inspect location on a weekly basis to determine the health of the plants, i.e., Trees, Shrubs, Groundcovers, etc, to insure proper watering for the plants.

Irrigation System:

Determine if the irrigation program is appropriate. Submit adjustments to the City's Representative on a weekly basis to insure proper moisture levels are maintained.

Inspect and test irrigation the irrigation system weekly and submit a status report to the City's Representative by the first day of each month.

Inspect, replace and repair as needed to the following:

- Irrigation Controllers
- Electrical wiring throughout the location
- Lateral Lines
- Spray heads
- Remote control valves

- Quick couple valves
- Isolation valves
- Pressure Regulators
- Basket strainers
- Drip Lines
- Drip Emitters
- Valve Boxes
- Locks

Electrical Systems:

The Contractor shall keep all electrical components operating at all times.

The Contractor shall adjust the electrical timers, due to seasonal changes.

Inspect and test weekly and submit a status report to the City's Representative, by the first day of each month.

Inspect, replace and repair as needed to the following:

- Bollards With Lights
- Electrical wiring throughout the location
- Entrance Signs
- Up Lights
- Timers
- Light Poles
- Electrical Boxes
- Locks

Park Amenities and Structures:

Inspect weekly and submit a status report to the City's Representative, by the first day of each month.

Inspect, replace and repair as needed to the following:

- Park Benches
- Trash Cans
- Entrance Signs
- Bollards Without Lights
- Bike Racks
- Concrete Planter at Main Pavilion
- Concrete Bike Path with various patterns and colors.
- Locks

Mulch:

Inspect bi-weekly to determine the addition of mulch and submit a status report to the City's Representative, by the first day of each month.

D.G:

Inspect bi-weekly to determine the addition of D.G. and submit a status report to the City's Representative, by the first day of each month.

Weed Control:

Inspect weekly and either chemically or mechanically remove the weeds that are noticeable. This location is to be "weed free" at all times.

Pre Emergents applications are to be applied as per the schedule in Exhibit "B". Any additional applications will need to be approved by the City's Representative.

Post Emergent applications are to be scheduled with the appropriate chemical(s) to eradicate the weed(s) completely.

Rodent Control:

The Contractor shall perform rodent control throughout the project site to manage populations. Contractor shall have P.C.A. recommendations and a licensed applicator with either a Q.A.C. or Q.A.L. in the appropriate category for making all applications at this location when scheduled. A copy of each P.C.A. recommendation and a copy of each applicator's license will be provided to the City, prior to the initial application. Contractor shall utilize the site soil to backfill all animal burrows following control measures. The Contractor shall remove and dispose of all rodents as needed.

Fertilizations:

Inspect to determine when the plants are in need of fertilizations.

Fertilization applications are to be applied as per the schedule in Exhibit "B". Any additional applications will need to be approved by the City's Representative.

Additional Items:

The Contractor shall remove from the site and dispose of legally, all weeds and/or debris, including both animal and human waste. The Contractor shall remove all other debris, generated by Contractor's activities in fulfilling the specifications for this site.

The Contractor shall trim and maintain all plants for access to all irrigation controllers, valve boxes, quick coupler valve boxes, pressure regulator cages, monument signs, bollards with and without lights and away from the bike path.

The Contractor shall submit additional costs with a 10% mark up to repair or replace all Irrigation and electrical components, park amenities, structures, mulch, D.G., trees, shrubs, groundcovers, locks, etc. for any work not requiring a separate bid.

Fairview Park Riparian Habitat – Special Provisions

The Contractor shall provide a native plant habitat restoration biologist or ecologist as needed for this specialized recreational facility. The restoration/ecologist shall monitor bird populations and nesting areas throughout the fifty (50) acres of riparian wetlands and coastal sage-scrub from March 15th thru September 15th each year. Reports must be administered to the City on a quarterly basis throughout the year. Contractor shall mow un-restored perimeter landscape surrounding the wetlands-coastal sage area in accordance with the bird populations and nesting seasons as determined by the City biologist.

The Contractors ecologist/biologist shall review the site on a monthly basis for plant establishment and weed management; providing a written document to the City documenting the overall appearance; percent weed infestations; percent coverage of native plants; or other applicable information as determined by the City Representative. The Contractor's ecologist/biologist shall make recommendations for improvements or identify maintenance deficiencies that need to be addressed to meet the specifications.

The Contractor shall perform the following tasks at this location:

Inspect location on a weekly basis to determine the health of the native plants; insure proper watering for the native plant material; determine extent of noxious weed populations

Determine if irrigation program is appropriate. Submit a request for any necessary adjustments, to the City Representative to insure proper moisture levels are maintained.

Inspect and test irrigation monthly; submitting a status report to the City Representative by the first day of each month.

Inspect and repair as needed to the following:

- Irrigation Controllers
- Electrical wiring throughout the location
- Lateral Lines
- Spray heads and rotors
- Remote control valves

- Quick couple valves
- Isolation valves
- Bermad master valve
- Meter reading valve
- Basket strainer
- Valve Boxes

Canals and Ponds – The Contractor shall keep all canals and ponds "weed and rodent free" only with approved chemicals and the approved method(s) of rodent control.

All 'wash-outs' or other erosion shall be repaired weekly. Contractor shall remove all weeds on a monthly basis and remove debris from site. Contractor shall eradicate rodent pests as needed, but not less than monthly. Maintenance paths along canals and ponds: Contractor shall maintain all paths to have a walking clearance of three (3) feet on both sides of the canals and ponds. Contractor shall maintain weed populations at less than ten (10) percent of all area at all times.

Contractor shall remove weeds and nuisance plants as identified by the City Representative throughout the project site on a scheduled basis, insuring complete coverage each month.

Contractor shall trim and maintain all plants three (3) feet away from maintenance and non-maintenance paths and both sides of canals on a monthly frequency.

Contractor shall trim and maintain all plants one (1) foot around all irrigation controllers, valve boxes, quick coupler valve boxes, isolation valves, Bermad master valve, basket strainer and the electrical sub-panel when scheduled.

Contractor shall trim and maintain all plants along the exterior of the orange temporary fencing to not extend more that two feet (2') past the fence, on a monthly basis. This may be waived by the City Representative upon completion of additional phases of the project.

Contractor shall remove from the site and dispose of legally, all weeds and/or debris generated by Contractor's activities in fulfilling the specifications for this site.

Contractor shall perform fence maintenance as needed (Orange temporary fence).Contractor shall insure that all stakes and orange temporary fence material is in place, standing erect and void of any tears and that all stakes are not damaged. Contractor shall replace orange temporary fencing as needed. This may be waived by the City Representative upon completion of additional phases of the project.

Contractor shall use existing soil to repair and maintain all canals and ponds that are void of soil and have become washed out when scheduled.

Contractor shall maintain a ten (10) foot maintenance path that surrounds the project site when scheduled.

Weed Control:

Contractor shall use Aquamaster (or approved equal) with Blazon green (or approved equal) to maintain the weed populations within this location. P.C.A. recommendations and a licensed applicator with either a Q.A.C. or Q.A.L. in the appropriate category will be required for all applications made at this location when scheduled. A copy of each P.C.A. recommendation and a copy of each applicator's license shall be provided to the City, prior to the initial application.

Rodent Control:

Contractor shall perform rodent control throughout the project site to manage populations. Contractor shall have P.C.A. recommendations and a licensed applicator with either a Q.A.C. or Q.A.L. in the appropriate category making all applications at this location when scheduled. A copy of each P.C.A. recommendation and a copy of each applicator's license will be provided to the City, prior to the initial application. Contractor shall utilize on site soil to backfill all animal burrows following control measures.

Lake Maintenance Special Provisions

Contractor shall provide full service, water management, preventative equipment maintenance and repair of the entire system of lakes and related maintenance equipment at TeWinkle Park. This includes: the lower and upper lakes, three (3) aerating fountain systems; subsurface aeration systems; including compressor, control manifolds, tubing systems; circulation systems including pumps, distribution piping, jets, west side waterfall (canal and both ponds), the eastside waterfalls (three canals and both ponds); the pump house and all equipment and systems contained therein. This includes: Pump # 1 and Pump # 2, compressor, pump distribution systems, two electrical panels, ozone generators and cabinets, control panel for water fountains, all vaults and auto-fill systems, associated with the lakes.

Contractor's maintenance vehicles and equipment must remain on concrete sidewalks or parking lots unless otherwise authorized by the City Representative.

Daily:

Inspect lake levels. If the lake levels are below normal levels, the Contractor shall turn on auto-fill to raise the lake levels to normal, or as directed by the City Representative.

Inspect lake edges and the total lakes system for structural integrity.

Remove debris (pine needles, fruit, leaves, etc) from lakes, canals, ponds, bridges and waterfalls.

Remove debris from sidewalks around the lakes

Remove any dispose of any dead waterfowl, fish, or rodents.

Inspect the systems and equipment in the pump house for any abnormalities

Report any problems or deficiencies to the City Representative.

Weekly:

Skim water surfaces of debris and remove algae or aquatic weeds that are accessible from shore.

Brush rocks and waterfall surfaces to remove algae.

Check operating condition of all equipment (filters, pumps, valves, compressors, aerators, ozone generators, ozone tubing connections, and all other equipment and/or systems related to the operation of the lakes).

Add appropriate chemicals, including algaecides, as directed and/or approved by City Representative, and per any State and Federal laws or regulations to treat water quality issues. A pest control recommendation, the most updated Specimen Label and M.S.D.S. for each aquatic chemical, shall be provided to the City, prior to any chemical applications. The applicator(s) must possess a valid Q.A.L. or Q.A.C. license with the required category for treating aquatic environments.

Maintain equipment vaults and enclosures in a clean and professional condition.

Complete written checklist and report of work performed on City provided form. Form to be provided to City Representative at monthly/weekly meeting.

Report any problems or deficiencies to City Representative immediately.

Bi-Monthly:

Check operating condition of all equipment (ozone generators, compressor, and canned turbine pumps, water fountains).

Calibrate flow on ozone generators.

Check amp draw on pumps, compressor and water fountains.

Report on all equipment operation including ozone system.

Check the moisture probes in the vault located to the south of the pump house.

Monthly:

Perform service on all equipment as required to meet equipment manufacturer's warranty requirements including but not limited to:

Grease all zirk fittings.

Adjust packing as required.

Recommend additional service (seal replacement) and equipment as necessary.

Report on condition of features and equipment operation, including the ozone system.

Annually:

Assess and evaluate total system including condition of the lake and mechanical equipment. Make recommendations for capital improvements that would improve appearance, performance and sustainability of the lakes.

Remove and provide service on ozone generators, compressor, etc.

Re-pack stuffing boxes on turbine pumps.

Bring the three (3) water fountains to the shore to inspect all components and make necessary recommendations for repair on worn out items.

Documentation Requirements:

Provide written schedule of all services to be performed five (5) days prior to first day of month.

Provide written recommendations for improvement of the TeWinkle Lakes system.

Provide written notifications when any equipment is scheduled to be removed or replaced from site.

Provide documentation as stated above for all pesticide or other materials applied to lakes.

Provide weekly logs of all services performed. See list below of services to be logged.

- Lake Skimming and trash removal
- Algae removal
- Bio-Filter Cleaning
- Ozone System and Compressor Inspection, cleaning, repair and replacement
- Pumping System Inspection, cleaning, repair and replacement.
- Valve and vault inspection, cleaning, repair and replacement.
- Water treatment, colorant, algae control.
- Aerator fountains (3) Inspection, cleaning, repair and replacement.
- Pump house: inspection and maintenance of all lighting, electrical, aeration, pumping and associated equipment.

TeWinkle Skate Park Special Provisions

Daily:

The tasks below are to be performed inside the perimeter fence of the Skate Park:

Unlock facility for use by public by: 9:00 a.m. daily, except Tuesday – open at 3:00 p.m.

Pick-up and dispose of litter

Blow clean, the entire facility, with leaf blower.

Remove any remaining debris and dispose of.

Check landscape conditions; report any problems to City Representative

Empty trash cans

Inspect facility for standing water, glass or other debris.

Inspect for Graffiti; report any discovered to City Representative

Inspect for Stickers; report any discovered to City Representative

Inspect for concrete damage; report any discovered to City Representative

Inspect fence for any damage or safety concerns; report problems to City Representative

Skate surface shall be maintained free of dirt, weeds, debris, etc. on a daily basis.

Complete City provided inspection log.

If water is observed in the skate area; Contractor shall remove the water prior to opening to the public. If the quantity or area of water is too large to effectively mitigate; Contractor shall notify the City Representative immediately for direction and should not open the facility to the public until authorized to do so.

Report any problems or deficiencies to the City Representative.

Monthly:

On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces inside the fence.

On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces around the immediate exterior fence; including the perimeter sidewalks and bleachers to remove dirt, gum, food stains.

Contractor shall insure the entire park is dry and safe prior to opening as scheduled.

Documentation Requirements:

Provide written schedule of all services to be performed five (5) days prior to first day of month.

Provide written recommendations for improvement of the TeWinkle Lakes system.

Provide written notifications when any equipment is scheduled to be removed or replaced from site.

Provide documentation as stated above for all pesticide or other materials applied to lakes.

Provide weekly logs of all services performed. See list below of services to be logged.

AT&T Cabinet sites – Special Provisions

Contractor shall be responsible for weeding, fertilization, plant removal and installation, mulch installation and graffiti reporting at sixty (60) AT&T Cabinet sites.

Contractor shall water all plants, at non-irrigated sites – weekly April through October

Contractor shall water all plants, at non-irrigated sites – monthly November through March

Contractor shall trim all plants bi-monthly or as needed to maintain clear of sidewalks and no taller than six inches (6") above the cabinets they are screening

Contractor shall replace dead plants (as needed).

Contractor shall remove all weeds mechanically or chemically (as needed).

Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.

Contractor shall perform rodent control (as needed).

Contractor shall replenish mulch at all sites (as needed).

Contractor shall replace damaged weed control fabric (as needed).

Contractor shall report any damage or issues on a weekly basis.

Contractor shall be responsible for reporting graffiti to the City Representative

Note: Replacement plants shall be *Ligustrum japonicum* - Fifteen (15) gallon container size

Open Space Vegetation Management– Special Provisions

Contractor shall provide open space vegetation mowing on an as-needed basis. A flail type cutting unit or a rotary brush cutting unit may be utilized. Cutting height shall be no greater than six inches (6") unless otherwise directed by City Representative. Pricing shall be included in the Extra Work Bid Pricing in Exhibit 'D'.

Special Events Support

The Contractor shall provide labor for special events within the City on an as-needed basis. The amount and skill level is dependent upon the needs of the events. It is estimated that there may be up to fifteen (15) special events requiring approximately 200 man-hours of labor. Contractor shall provide an hourly rate and bid amount based on 200 man-hours.

Playground Maintenance– Special Provisions

The Contractor shall inspect each piece of play and/or exercise equipment in all City parks where applicable (twenty-four locations), annually for compliance with International Playground Equipment Manufacturers Association (IPEMA) and Consumer Product Safety Commission (CPSC) guidelines. Inspections and documentation shall be completed by a National Recreation and Parks Association (NRPA) Certified Playground Inspector. Documentation of required inspection for each piece of playground and exercise equipment shall be furnished to the City Representative by February 1st of each year.

Necessary repairs, upgrades or required alterations to playground equipment shall comply with the regulations mandated by state law and shall be compensated by the City at the hourly labor rate provided in the bid table Exhibit 'D', with all parts to be invoiced to the City at Contractor's cost plus an additional 15% mark up, except where bidding is required for this work.

Below is a list of all playground structures located in the City's Parks:

1) Balearic Center – 2 playground structures. Manufacturer = Landscape Structures.
2) Brentwood Park – 1 playground structure. Manufacturer = Game Time.
3) Canyon Park – 1 playground structure. Manufacturer = Miracle Recreation

4) Del Mesa Park – 1 playground structure. Manufacturer = Landscape Structures
5) Gisler Park – 1 playground structure. Manufacturer = Landscape Structures.
6) Harper Park – 1 playground structure. Manufacturer = Landscape Structures
7) Heller Park – 1 playground structure. Manufacturer = Landscape Structures.
8) Jordan Park – 1 playground structure Manufacturer = Game Time
9) Ketchum-Libolt Park – 1 playground structure. Manufacturer = Landscape Structures.
10) Lindbergh Park – 1 playground structure. Manufacturer = Landscape Structures.
11) Lions Park – 1 playground structure. Manufacturer = Landscape Structures.
12) Marina View Park – 1 playground structure. Manufacturer = Miracle Recreation.
13) Mesa Verde Park – 1 playground structure. Manufacturer = Miracle Recreation.
14) Moon Park – 2 playground structures. Manufacturer = Game Time.
15) Pinkley Park – 1 playground structure. Manufacturer = Game Time.
16) Shalimar Park – 1 playground structure. Manufacturer = Landscape Structures.
17) Shiffer Park – 2 playground structures. Manufacturer = Landscape Structures.
18) Smallwood Park – 1 playground structure. Manufacturer = Landscape Structures.
19) Tanager Park – 1 playground structure. Manufacturer = Landscape Structures.
20) TeWinkle Park – 1 playground structure. Manufacturer = Landscape Structures
21) Vista Park – 1 playground structure. Manufacturer = Landscape Structures.
22) Wakeham Park – 1 playground structure. Manufacturer = Landscape Structures.
23) Wimbledon Park – 1 playground structure. Manufacturer = Landscape Structures.
24) Wimbledon Park – 9 exercise equipment. Manufacturer = Greenfield Sports Parks
25) Wilson Park – 1 playground structure. Manufacturer = Landscape Structures.

Sport Court Maintenance

Contractor shall clean all sport courts (concrete courts with or without coatings and/or painted lines) located in City parks.

Surface shall be cleaned of debris (blown with leaf blower) daily, Monday through Friday only. Courts and fence lines shall be maintained free of dirt, weeds, debris, etc.

All basketball, volleyball and handball courts shall be washed down with a hose and high pressure nozzle, monthly to remove dust, gum and stains.

The courts shall have water removed immediately following the washing down.

Contractor shall replace basketball nets when they become worn or are missing.

Basketball backboards and/or rims shall be repaired to the satisfaction of the City Representative or replaced when deemed necessary.

Sand volleyball courts shall be inspected daily to insure they are safe for play.

Remove any debris, glass, or other safety concerns

Roto-till and rake smooth all sand volleyball courts monthly.

Below is a list of all sports courts located in City parks:

Balearic Center	Basketball courts – Asphalt
Del Mesa Park	Basketball court – Surfaced
Del Mesa Park	Volleyball court – Sand
Gisler Park	Volleyball court – Sand
Shiffer Park	Basketball court – Surfaced
Shiffer Park	Handball court – Surfaced
Tanager Park	Basketball courts – Surfaced (2)
Tanager Park	Volleyball court – Sand
Tanager Park	Volleyball court – Surfaced
Wakeham Park	Basketball court – Surfaced
Wimbledon Park	Basketball court – Surfaced

5. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and any awarded contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other

project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Proposers may propose to perform some or all of the services identified in this Request for Proposals. The City will consider partial proposals and may award contracts for some or all of the services identified and may award more than one contract. If your Proposal is for only some of the services identified, please clearly identify which services you propose to provide.

8. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

Provide a list of lead personnel who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.[1] Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

[1] Hourly rates for the proposed personnel shall be set forth on Appendix D.

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not necessarily disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix **B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed**

to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

(1) Vendor Application Form

(2) Ex Parte Communications Certificate

(2) Price Proposal Form

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on January 19, 2012 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa City Attorney's Office

Attn: Kimberly Hall Barlow

3777 N. Harbor Blvd.

Fullerton, CA 92835

RE: PARKS AND LANDSCAPE MAINTENANCE

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, RFP Facilitator

rick.amadril@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than January 3, 2012. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-------25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-------10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for February 9, 2012 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible

bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

9. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release

the information sought without any liability to the City.

11. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

12. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

13. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

14. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

15. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A

REQUEST FOR PROPOSAL

Parks and Landscape Maintenance

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant _____ as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary 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 Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. 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. Prevailing Wages. Consultant shall pay not less than the prevailing rates of wages to all workers employed by him in the execution of this Agreement. The Consultant will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive. (Laws and Regulations governing the payment of prevailing wages). The Consultant shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Consultant and any of its subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Consultant shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Agreement.

1.5. Performance Bond. A performance bonds shall be required to be issued to ensure Consultant's performance under this Agreement. The amount of the performance bond shall be $_____ and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.6. 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.

1.7. 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.

1.8. 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. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal 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 affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' 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 three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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.

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, inmate intake reports and logs 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 Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and Five Million Dollars ($5,000,000.00) 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. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(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 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. 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.

5.5. 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:

Consultant	City of Costa Mesa
12345 Jefferson Rd.	77 Fair Drive
Costa Mesa, CA 92626	Costa Mesa, CA 92626
Tel: 555-555-5555	Tel: 714-754-5156
Fax: 555-555-5555	Fax: 714-754-5330
Attn:	Attn: Purchasing

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 "B" 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:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused

or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration 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 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. 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.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. 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.

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

6.16. 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 Proposal, 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 the Proposal.

6.17. 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.

6.18. 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.

6.19 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.

6.20. 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.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and

assigns may amend this Agreement.

6.22. 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.

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

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

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

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

CITY OF COSTA MESA,

A municipal corporation

_____ Date: _____

City Manager of Costa Mesa

CONSULTANT

_____ Date: _____

Signature

_____

Name and Title

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

    b. 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;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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 C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the PARKS AND LANDSCAPE MAINTENANCE RFP at any time after December 16, 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after December 16, 2011 with a City Councilmember concerning the Parks and Landscape Maintenance RFP. A copy of all such communications is attached to this form for public distribution.

_____

APPENDIX D

PRICE PROPOSAL SUMMARY FORM

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

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

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the request for proposal, specifications, and the proposal forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. It is the responsibility of the Proposer to make all measurements to determine his Proposal price. The City of Costa Mesa will not be responsible for determining the quantities of materials necessary to complete the work specified.

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

Price Sheet	Service Area	Monthly Total	Annual Total
#1	Facilities	$	$
#2	Fire Stations	$	$

#3	Medians and Parkways	$	$
#4	Parks	$	$
#5	Sports Turf	$	$
#6	Misc. Items	**N/A**	**N/A**
	Grand Total	$	$

IMPORTANT PAYMENT TERMS:

City payment terms: Net 30.

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

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

_____ _____

Bidder Name (Person, Firm, Corp.) Signature of Authorized Representative

_____ _____

Address Name of Authorized Representative

_____ _____

City, State, Zip Code Title of Authorized Representative

_____ _____

Telephone Number

Facsimile Number

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

EXHIBIT "A"

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY NOTIFICATION

The following performance deficiency has been observed and subsequently reported to your representative:

Location_____

Date_____

Condition: N=Needs Improvement (Correct in 7 calendar days) U=Unacceptable (Correct in 24 hours)

Ground Cover

_____ Missing/Replant

_____ Dead/Stressed

_____ Trimmed/Walks/Fences

_____ Trimmed/Heads/Boxes

_____ Annual Grass Weeds

_____ Broadleaf Weeds

_____ Fertilize/Pre-Emerge

_____ Missing/Replant

_____ Pests

_____ Rodents

_____ Clippings/Debris

_____ Cultivation

Turf

_____ Bare Areas/Overseed

Shrubs

_____ Missing/Replant

_____ Dead/Stressed

_____ Thinned/Pruned

_____ Fertilize/Pre-Emerge

_____Pests

Hard Surfaces/ Medians

_____ Clean Walks/Gutter

_____ Clean Drains/Vee Ditch

_____ Patterned Concrete

_____ Hazardous Conditions

_____ Weeds

_____ Dead/ Stressed

_____ Mowing/ Edging

_____ Fertilize/ Pre-emerge

_____ Grassy Weeds

_____ Broadleaf Weeds

_____ Aeration/ Verticutting

_____ Clippings/ Debris

_____ Erosion Depressions

_____ Rodents

_____ Weed whip/ Trimming

_____ Height of Cut

Reports

_____ Pesticide Use/NOI

_____Weekly/ monthly Schedules

_____ Irrigation Controller Log

_____ Landfill Diversion

Comments:

NOTE: In accordance with the provisions of the contract, corrective action must be completed within specified frames. Initiate corrective action(s) and notify inspector when complete. Invoices shall be subject to payment uctions or delays if deficiencies are not corrected.

Received By: _____Company: _____

Issued By: _____Date: _____

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY STATUS MEMO

Company_____

Location _____

Date_____

Performance Deficiency Notification Date:_____

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

C=Corrected Un=Un-corrected

Ground Cover

_____ Missing/Replant

_____ Dead/Stressed

_____ Trimmed/Walks/Fences

_____ Trimmed/Heads/Boxes

_____ Annual Grass Weeds

_____ Broadleaf Weeds

_____ Fertilize/Pre-Emerge

_____ Pests

_____ Rodents

_____ Clippings/Debris

_____ Cultivation

_____ Erosion/Depressions

_____ Buffer Zone Maint.

_____ Stakes/Arborguards

Shrubs

_____ Missing/Replant

_____ Dead/Stressed

_____ Thinned/Pruned

_____ Fertilize/Pre-Emerge

_____ Pests

Hard Surfaces/ Medians

_____ Clean Walks/Gutter

_____ Clean Drains/Vee Ditch

_____ Hazardous Conditions

_____ Patterned Concrete

_____ Weeds

Turf

____ Bare Areas/Overseed

____ Dead/Stressed

____ Mowing/Edging

____ Fertilize/Pre-Emerge

____ Grassy Weeds

____ Broadleaf Weeds

____ Aeration/Verticutting

____ Clippings/Debris

____ Erosion Depressions

____ Rodents

Reports

_____ Pesticide Use/NOI

_____ Weekly Schedules

_____ Irrigation Controller Log

_____ Landfill Diversion

Comments:

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

Inspector:_____ Date:_____ Substandard Performance: $____

Maintenance

Superintendent:_____ Date:_____ Non-Performance: $_____

Total Value: $_____

EXHIBIT "B"

FERTILIZATION, BROADLEAF CONTROL AND PRE-EMERGENT SCHEDULES

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

PARK TURF FERTILIZATION SCHEDULE

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

Frequency	Months	Material	Rate
1x/yr	June 1	21-7-14	5 lbs./1000 sq. ft.
1x/yr	Sept. 1	19-4-4	5 lbs./1000 sq. ft.

PARK TURF RENOVATION

1x/yr	June thru August

AERIFICATION

2x/yr	March and September

BROADLEAF APPLICATION

1X/yr	March/April and as needed throughout the year

SHRUB AND GROUNDCOVER FERTILIZATION AND PRE-EMERGENT SCHEDULE

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

Groundcover and shrub beds.

Frequency	Months	Material	Rate
2x/yr	May 1	Triple 15-15-15	Maximum label rate
	Aug. 1	Triple 15-15-15	per label.
2x/yr	March 1	Dimension 270G	Maximum Rate
	Oct. 1	Dimenson 270G	per label

SPORTS TURF FERTILIZATION SCHEDULE

Frequency	Months	Material	Rate
2x/yr	March/June 1	21-7-14	5 lbs./1000 sq. ft.
2x/yr	Sept. 1/Nov. 1	19-4-4	5 lbs./1000 sq. ft.

SPORTS TURF RENOVATION

Location	Task	Frequency	Acreage	Month
The Farm	Dethatch	1 x/yr	14.7	June
TeWinkle (Sports Complex)	Dethatch	1 x/yr	5.8	August
Balearic	Dethatch	1 x/yr	8.0	July
Davis Field	Dethatch	1 x/yr	3.0	June
FDC	Dethatch	1 x/yr	5.5	July

Note: The Contractor shall comply with Special Events and Rest and Renovations schedules provided by the City.

AERIFICATION

4x/yr	March/June/August/November

BROADLEAF APPLICATION

2x/yr	March and April and as needed throughout the year

PRE-EMERGENT APPLICATION:

2x/yr.	February/September

EXHIBIT "C"

CITY OF COSTA MESA

SERVICE AREAS LOCATION MAPS

Facilities:

Fire Stations:

Medians and Parkways:

Parks:

Sports Fields

EXHIBIT D

SERVICE AREAS

BID PRICING

FACILITIES

BIDDER'S NAME _____

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR CITY FACILITIES SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
FAC#1	Civic Center 77 Fair Drive		
	3.13 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for FAC#1	**$**	**$**
FAC#2	Corporation Yard 2310 Placentia Avenue		
	10,517 Sq. Ft. Turf	$	$
	14,708 Sq. Ft. Planters	$	$
	Subtotal for FAC#2	**$**	**$**
FAC#3	Costa Mesa Senior Center 695 W. 19th Street		
	15,142 Sq. Ft. Turf	$	$
	19,659 Sq. Ft. Planters	$	$

	Subtotal FAC#3	**$**	**$**
FAC#4	Mesa Verde Library 2969 Mesa Verde Drive East		
	0.22 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal FAC#4	**$**	**$**
FAC#5	Westside Substation 567 W. 18th Street		
	2,170 Sq. Ft. Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal FAC#5	**$**	**$**
TOTAL DETAILED PRICING (FAC#1 – FAC#5)		**$**	**$**

(Enter Total Detailed Pricing amount in the Facilities Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

FIRE STATIONS

BIDDER'S NAME _____

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR CITY FIRE STATIONS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
FS#1	Royal Palm Fire Station 2803 Royal Palm Drive		
	6,729 Sq. Ft. Turf	$	$
	3,069 Sq. Ft. Planters	$	$
	Subtotal for FS#1	**$**	**$**
FS#2	Baker Street Fire Station 800 Baker Street		
	1,982 Sq. Ft. Turf	$	$
	517 Sq. Ft. Planters	$	$
	Subtotal for FS#2	**$**	**$**
FS#3	Park Avenue Fire Station 1865 Park Avenue		
	8,805 Sq. Ft. Turf	$	$
	3,016 Sq. Ft. Planters	$	$

	Subtotal for FS#3	**$**	**$**
FS#4	Placentia Avenue Fire Station 2300 Placentia Avenue		
	13,468 Sq. Ft. Turf	$	$
	414 Sq. Ft. Planters	$	$
	Subtotal for FS#4	**$**	**$**
FS#5	Vanguard Way Fire Station 2450 Vanguard Way		
	3,804 Sq. Ft. Turf	$	$
	532 Sq. Ft. Planters	$	$
	Subtotal for FS#5	**$**	**$**
FS#6	Sakioka Drive Fire Station 3350 Sakioka Drive		
	5,796 Sq. Ft. Turf	$	$
	6,502 Sq. Ft. Planters	$	$
	Subtotal for FS#6	**$**	**$**
Total FS#1 through FS#6		**$**	**$**

TOTAL DETAILED PRICING (FS#1-FS#6)	**$**	**$**

(Enter Total Detailed Pricing amount in the Fire Stations Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

MEDIANS AND PARKWAYS

BIDDER'S NAME _____

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR MEDIANS AND PARKWAYS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
M#1	16th/Pomona/Superior Avenue		
	_____Hardscape	$	$
M#2	E. 17th Street Median at Fullerton		
	1,470 Sq. Ft. Turf	$	$
M#3	E. 17th Street		
	(Between Orange Ave. & Santa Ana)		
	_____Median Planters	$	$
	_____Parkway Planter	$	$
	_____Hardscape	$	$
	Subtotal for M#3	**$**	**$**
M#4	17th Street/Newport Blvd.		
	(Two hardscape medians, E of Newport Blvd. And one hardscape median W of Newport Blvd.)		
	2,000 Sq. Ft.	$	$
M#5	19th Street/Newport Blvd.		
	(Planter on NW corner of 19th St)		

	1,200 Sq. Ft.	$	$
M#6	19th Street Medians		
	(Park Avenue to Fullerton)		
	7,850 Sq. Ft. Planters	$	$
	3,342 Sq. Ft. Hardscape	$	$
	Subtotal for M#6	**$**	**$**
M#7	19th Street Parkway & Median Planters		
	(Park Ave to Placentia Ave)		
	13,000 Sq. Ft. Parkways	$	$
	6,000 Sq. Ft. Medians	$	$
	1,500 Sq. Ft. Hardscape	$	$
	Subtotal for M#7	**$**	**$**
M#8	W. 19th Street Parkway at Whittier		
	2,870 Sq. Ft. Turf	$	$

Site #	Site Name	Monthly Price	Annual Price
M#9	Adams Avenue Medians & Parkway		
	(Albatross to Santa Ana River)		
	0.5 Acres Turf	$	$
	1,446 Sq. Ft. Planters	$	$
	483 Sq. Ft. Hardscape	$	$
	Subtotal for M#9	**$**	**$**
M#10	Adams Avenue Medians		
	(Mesa Verde Drive West to Fairview)		
	0.52 Acres Turf	$	$
	1,446 Sq. Ft. Planters	$	$
	483 Sq. Ft. Hardscape	$	$
	Subtotal for M#10	**$**	**$**
M#11	Anton Blvd Medians		
	(Ave of the Arts to Sunflower)		
	0.35 Acres Turf	$	$
	5,263 Sq. Ft. Hardscape	$	$
	Subtotal for M#11	**$**	**$**
M#12	Arlington Drive		
	(At Newport Blvd)		
	1,638 Sq. Ft. Hardscape	$	$

M#13	Baker Street Parkway (Babb to Fairview) 4,583 Sq. Ft. Planters	$	$
M#14	Baker Street Median (At 73 Freeway Overpass) 4,200 Sq. Ft. Hardscape	$	$
M#15	Baker Street Median (At 55 Freeway Overpass) 1,137 Sq. Ft. Hardscape	$	$
M#16	Bear Street Median (At Metro Pointe) 0.10 Acres Turf	$	$
M#17	Bear Street Parkways (At Yukon) 15,075 Sq. Ft. Planters	$	$

Site #	Site Name	Monthly Price	Annual Price
M#18	Bristol Street Medians		
	(Baker to Sunflower)		
	0.32 Acres Turf	$	$
	14,942 Sq. Ft. Hardscape	$	$
	Subtotal for M#18	**$**	**$**
M#19	Bristol Street Medians		
	(At 55 Freeway Overpass)		
	11,672 Sq. Ft. Hardscape	$	$
M#20	Bristol Street Medians		
	(At 73 Freeway Overpass)		
	4,134 Sq. Ft. Hardscape	$	$
M#21	Bristol/405 Freeway Entrance		
	(Triangle shaped hardscape located		
	Southbound Bristol [Westside] at		
	405 freeway entrance	$	$
M#22	California Street Median		
	(Iowa to Alaska)		
	3,809 Sq. Ft. Turf	$	$
M#23	Canyon Drive Parkway		
	(Sea Bluff to Victoria)		

	1,245 Sq. Ft. Planters	$	$
M#24	Coolidge Avenue Medians		
	8,400 Sq. Ft. Planters	$	$
M#25	Elden Avenue/Del Mar Avenue		
	(Planter on NW corner of Del Mar)		
	1,950 Sq. Ft.	$	$
M#26	Fair Drive Parkways		
	(Harbor to Fairview)		
	1.43 Acres Turf	$	$
M#27	Fair Drive/Del Mar Avenue Medians		
	(Fair & Del Mar at Newport Blvd)		
	6,537 Sq. Ft. Hardscape	$	$
M#28	Fairview Road Medians		
	(Newport to Sunflower)		
	1.40 Acres Turf	$	$
	1,710 Sq. Ft. Planters	$	$
	23,818 Sq. Ft. Hardscape	$	$
	_____Sq. Ft. Slope	$	$
	Subtotal for M#28	**$**	**$**

Site #	**Site Name**	**Monthly Price**	**Annual Price**

M#29	Golf Course Drive Parkway & Medians		
	(Mesa Verde to Tanager)		
	3,589 Sq. Ft. Planters	$	$
	815 Sq. Ft. Hardscape	$	$
	Subtotal for M#29	**$**	**$**
M#30	Harbor Blvd Medians		
	(W 19th to Newport Blvd)		
	2,480 Sq. Ft. Hardscape	$	$
M#31	Harbor Blvd Medians		
	(Wilson to MacArthur)		
	1.20 Acres Turf	$	$
	1.19 Acres Hardscape	$	$
	Subtotal for M#31	**$**	**$**
M#32	Hyland Avenue		
	(East of I-405 Freeway)		
	_____Hardscape	$	$
M#33	Loren Lane/Watson Avenue		
	(Hardscape & Tree Wells North of		
	Baker Street)		
	2,600 Sq. Ft.	$	$

M#34	Merrimac Way Parkway Easement		
	(Across from Orange Coast College)		
	_____Sq. Ft.	$	$
M#35	Merrimac Way Medians		
	(Harbor to Fairview)		
	0.27 Acres Turf	$	$
	7,017 Sq. Ft. Hardscape	$	$
	Subtotal for M#35	**$**	**$**
M#36	Mesa Verde Drive Parkways & Medians		
	(Adams Ave. to Adams Ave.)		
	1.77 Acres Turf	$	$
	1,478 Sq. Ft. Hardscape	$	$
	Subtotal for M#36	**$**	**$**
M#37	Mesa Verde Drive East Medians		
	(Harbor Blvd. to Adams Ave.)		
	1,062 Sq. Ft. Turf	$	$
	930 Sq. Ft. Hardscape	$	$
	Subtotal for M#37	**$**	**$**

Site #	**Site Name**	**Monthly Price**	**Annual Price**
M#38	Newport Blvd. Drainage Swale		

	(17th Street to 18th Street)		
	_____Sq. Ft.	$	$
M#39	Newport Blvd Parkways & Medians		
	(Industrial to 19th Street)		
	0.51 Acres Turf	$	$
	2.42 Acres Planters	$	$
	10,643 Sq. Ft. Hardscape	$	$
	Subtotal for M#39	**$**	**$**
M#40	Newport Blvd. Cal Trans Easements		
	(19th Street to Bristol Street both sides)		
	_____Easements	$	$
M#41	Peterson Way Median		
	(At Harbor Blvd)		
	434 Sq. Hardscape	$	$
M#42	Redhill Median		
	(At Airport Loop)		
	7,780 Sq. Ft. Turf	$	$
	3,000 Sq. Ft. Hardscape	$	$
	Subtotal for M#42	**$**	**$**
M#43	Red Hill Slope		

	(At Airport Loop & Pullman)		
	1.92 Acres Slope	$	$
M#44	Sakioka Drive Medians		
	(Sunflower to Anton)		
	0.13 Acres Turf	$	$
	1,980 Sq. Ft. Hardscape	$	$
	Subtotal for M#44	**$**	**$**
M#45	South Coast Drive Medians		
	(Harbor Blvd. To Bear Street)		
	0.66 Acres Turf	$	$
	1,590 Sq. Ft. Hardscape	$	$
	Subtotal for M#45	**$**	**$**
M#46	Sunflower Avenue Parkways		
	(At Smalley Road)		
	0.62 Acres Planters	$	$
M#47	Sunflower Medians		
	(Harbor to Main)		
	0.53 Acres Turf	$	$
	0.41 Acres Hardscape	$	$
	Subtotal for M#47	**$**	**$**

Site #	Site Name	Monthly Price	Annual Price
M#48	Susan Street Medians		
	(I-405 Off-Ramp to Sunflower Avenue		
	0.17 Acres Turf	$	$
	7,720 Sq. Ft. Hardscape	$	$
	Subtotal for M#48	**$**	**$**
M#49	Tanager Drive Parkways	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for M#49	**$**	**$**
M#50	Victoria Street Parkways & Medians		
	(Harbor Blvd. To Canyon)		
	5.01 Acres Planters	$	$
	0.38 Acres Turf	$	$
	3,324 Sq. Ft. Hardscape	$	$
	Subtotal for M#50	**$**	**$**
	TOTAL DETAILED PRICING FOR M#1 THROUGH M#50	**$**	**$**

(Enter Total Detailed Pricing amount in the Medians and Parkways Section #1 of the Recap Page)

Note: The City shall not be held accountable for accuracy of measurements. Contractor shall independently verify all quantities.

PARKS

BIDDER'S NAME _____

DETAILED PRICING FOR COMPLETE LANDSCAPE & SPECIALTY MAINTENANCE FOR NEIGHBORHOOD PARKS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
P#1	Balearic Center		
	1975 Balearic Drive		
	1.45 Acres Slope Area	$	$
P#2	Brentwood Park		
	265 Monte Vista Avenue		
	1.94 Acres Turf	$	$
P#3	Canyon Park		
	970 Arbor Street		
	4.51 Acres Turf	$	$
	120.00 Acres Natural Habitat	$	$
	Subtotal for P#3	**$**	**$**
P#4	Civic Center Park		
	111 Fair Drive		
	2.60 Acres Turf	$	$
P#5	Community Garden		
	523 Hamilton Street		

	3,100 Sq. Ft. Turf	$	$
	1,900 Sq. Ft. Planters	$	$
	Subtotal for P#5	**$**	**$**
P#6	Del Mesa Park		
	3120 Manistee Drive		
	2.00 Acres Turf	$	$
	_____Sq. Ft. Concrete Swale	$	$
	Subtotal for P#6	**$**	**$**
P#7	Estancia Park		
	1900 Adams Avenue		
	4.5 Acres Turf	$	$
	_____Sq. Ft. Slopes	$	$
	Subtotal for P#7	**$**	**$**

Site #	Site Name	Monthly Price	Annual Price
P#8	Fairview Park		
	2501 Placentia Avenue		
	11.34 Acres Turf	$	$
	60.00 Acres Riparian Habitat	$	$
	100.00 Acres Fairview Bluff	$	$
	_____Sq. Ft. Bridge	$	$
	Subtotal for P#8	**$**	**$**
P#9	Gisler Park		
	1250 Gisler Avenue		
	3.37 Acres Turf	$	$
	18,500 Sq. Ft. Slope area along	$	$
	Fairview & N of McCormack Avenue		
	Sound Wall Easement on the N side of	$	$
	Park		
	Subtotal for P#9	**$**	**$**
P#10	Harper Park		
	0.22 Acres Turf	$	$
P#11	Heller Park		
	257 E. 16th Street		
	1.94 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$

	Subtotal for P#11	**$**	**$**
P#12	Jordan Park		
	2141 Tustin Avenue		
	1.46 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for P#12	**$**	**$**
P#13	Ketchum-Libolt Park		
	2150 Maple Street		
	2,800 Sq. Ft. Turf	$	$
	2,900 Sq. Ft. Planters	$	$
	Subtotal for P#13	**$**	**$**
P#14	Lindbergh Park		
	220 23rd Street		
	5.15 Acres Turf	$	$
P#15	Lions Park		
	570 W. 18th Street		
	5.50 Acres Turf	$	$

This includes all Turf & Planter areas at Downtown Recreation Center (DRC), Neighborhood Community Center (NCC) and the Costa Mesa Library.

Site #	**Site Name**	**Monthly Price**	**Annual Price**

P#16	Marina View Park		
	1035 W. 19th Street		
	1.42 Acres Turf	$	$
	_____Sq. Ft. Slope	$	$
	Subtotal for P#16	**$**	**$**
P#17	Mesa Verde Park		
	1795 Samar Drive		
	1.97 Acres Turf	$	$
P#18	Moon Park		
	3377 California Street		
	1.06 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for P#18	**$**	**$**
P#19	Paularino Park		
	1040 Paularino Avenue		
	1.95 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	_____Sq. Ft. Drainage Swale	$	$
	Subtotal for P#19	**$**	**$**
P#20	Pinkley Park		

	360 Ogle Street		
	2.43 Acres Turf	$	$
P#21	Raleigh Park		
	(On Raleigh between Wilson and		
	Victoria Street)		
	2,000 Sq. Ft. Turf	$	$
	3,000 St. Ft. Planters	$	$
	Subtotal for P#21	**$**	**$**
P#22	Shalimar Park		
	5,700 Total Sq. Ft.	$	$
	500 Sq. Ft. Planter	$	$
	Subtotal for P#22	**$**	**$**
P#23	Shiffer Park		
	3143 Bear Street		
	1.77 Acres Turf	$	$
	9,600 Sq. Ft. Slope Planter	$	$
	Subtotal for P#23	**$**	**$**

Site #	Site Name	Monthly Price	Annual Price
P#24	Smallwood Park		
	1646 Corsica Place		
	2.50 Acres Turf	$	$
P#25	Suburbia II Park		
	3302 Alabama Circle		
	0.69 Acres Turf	$	$
P#26	Tanager Park		
	1780 Hummingbird Drive		
	7.51 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	_____D.G. Paths	$	$
	Subtotal for P#26	**$**	**$**
P#27	Tewinkle Park		
	970 Arlington Drive		
	22.39 Acres Turf	$	$
	(Includes Tewinkle Bark Park and Tewinkle Skate Park.)		
	_____Sq. Ft. Planters	$	$
	(Includes planter on Presidio Square & planters on the East side of park, adjacent to the Residential homes & Air National Guard; and both planters south of the main entrance to TW Bark Park.)		
	_____Trimming	$	$
	(Includes trimming of trees in planters inside of TW Bark Park and plants that surround the		

	TW Tennis Center.)		
	0.55 Acres Slope Area	$	$
	_____Sq. Ft. Concrete Swales	$	$
	Subtotal for P#27	**$**	**$**
P#28	Vista Park		
	1200 Victoria Street		
	6.46 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	0.87 Acres Slope Area	$	$
	Subtotal for P#28	**$**	**$**
P#29	Wakeham Park		
	3400 Smalley Road		
	8.24 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for P#29	**$**	**$**
P#30	Wilson Park		
	360 W. Wilson Street		
	1.97 Acres Turf	$	$

Site #	Site Name	Monthly Price	Annual Price
P#31	Wimbledon Park		
	3440 Wimbledon Way		
	2.75 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	Subtotal for P#31	**$**	**$**
	TOTAL DETAILED PRICING FOR P#1 THROUGH P#31	**$**	**$**

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

Note: The City shall not be held accountable for accuracy of measurements. Contractor shall independently verify all quantities.

SPORTS FIELDS

BIDDER'S NAME _____

DETAILED PRICING FOR COMPLETE LANDSCAPE AND TURF AND SPECIALTY MAINTENANCE OF SPORTS TURF SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
SP#1	Balearic Center		
	1975 Balearic Drive		
	8.00 Acres Turf	$	$
SP#2	Luke Davis Field at Lions Park		
	870 W. 18th Street		
	3.00 Acres Turf	$	$
SP#3	The Farm Sports Complex		
	2750 Fairview Road		
	14.70 Acres Turf	$	$
	1.04 Acres Planters	$	$
	Subtotal for SP#3	**$**	**$**
SP#4	Fairview Developmental Center		
	2501 Harbor Blvd.		
	5.50 Acres Turf	$	$
SP#5	Smallwood Park Ball Field		
	(Includes edging all brick dust areas)	$	$

SP#6	Tewinkle Park Athletic Complex		
	980 Arlington Drive		
	5.80 Acres Turf	$	$
	_____Sq. Ft. Planters	$	$
	(Includes edging all brick dust areas)		
	Subtotal for SP#6	**$**	**$**
	TOTAL DETAILED PRICING FOR SP#1 THROUGH SP#6	**$**	**$**

(Enter Total Detailed Pricing amount in the Sports Turf Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

EXTRA WORK BID PRICING

BIDDER'S NAME _____

LANDSCAPE MAINTENANCE EXTRA WORK BID FORM

LANDSCAPE MAINTENANCE

Landscape	Sq. Ft. Cost Per Month	$
	Acre Cost Per Month	$
Vegetation Mgt. (mowing)	Acre Cost Per Occurrence	$

SPORTS TURF MAINTENANCE

Turf	Sq. Ft. Cost Per Month	$
	Acre Cost Per Month	$
Ball Field	Per Ball Field	$
(Infield approx. 7,000 Sq. Ft.)		

EXTRA WORK HOURLY RATES

	REGULAR TIME	OVERTIME
Foreman	$	$
Laborer	$	$

Specialty Personnel		
Irrigation Tech	$	$
Irrigation Laborer	$	$
Pesticide Applicator	$	$
Special Event Staff	$	$

NON SPORTS TURF MAINTENANCE	**UNIT COST**	
Mowing	Cost Per Acre	$
Edge and Trim	Cost Per 1,000 Linear Feet	$
Fertilization Placement Only	Cost Per Acre	$
Fertilization Material Only	Cost Per Acre	$
Aerification (Including removal or shattering of cores)	Cost Per Acre	$
Thatching (Including removal)	Cost Per Acre	$
Weed Control	Cost Per 1,000 Sq. Ft.	$
	Cost Per Acre	$
Pest Control	Cost Per 1,000 Sq. Ft.	$

	Cost Per Acre	$

LANDSCAPE MAINTENANCE

Edge and Trim	Cost Per 1,000 Linear Feet	$
Weed and Clean Up	Cost Per 1,000 Sq. Ft.	$
Fertilization Placement Only	Cost Per Acre	$
Fertilization Material Only	Cost Per Acre	$
Pest Control	Cost Per 1,000 Sq. Ft.	$
	Cost Per Acre	$
Pruning (Shrubs)	Cost Per 1,000 Sq. Ft.	$
Vertical Mulch Trees	Cost Each	$
Vegetation Removal	Cost Per Acre	$
Soil Drench (Trees)	Cost Each	$
Inject (Trees)	Cost Each	$

Irrigation Repairs	Cost Per Hour	$ _____
Clean Hardscape/Sidewalks	Cost Per Sq. Ft.	$ _____

SPORTS TURF MAINTENANCE

Mowing	Cost Per Acre	$ _____
Trim and Edge	Cost Per Linear Foot	$ _____
Fertilization Placement Only	Cost Per Acre	$ _____
Fertilization Material Only	Cost Per Acre	$ _____
Aerification (with core removal)	Cost Per Acre	$ _____
Topdressing	Cost Per Acre	$ _____
Topdressing Material Only	Cost Per Ton	$ _____

SPORTS TURF MAINTENANCE CONTINUED

Thatching (including removal)	Cost Per Acre	$ _____
Weed Control	Cost Per 1,000 Sq. Ft.	$ _____
	Cost Per Acre	$ _____
Pruning Shrubs	Cost Per 1,000 Sq. Ft.	$ _____

	Cost Per Acre	$

PLANT MATERIAL (Complete pricing including labor and material)

Annual Color (4" container)	Cost Each	$
Perennial Color (4" container)	Cost Each	$
Ground Cover	Cost Per Flat	$
One (1) Gallon	Cost Each	$
Five (5) Gallon	Cost Each	$
Fifteen (15) Gallon	Cost Each	$
24" Box Tree	Cost Each	$
36" Box Tree	Cost Each	$
Seeded Turf	Cost Per Sq. Ft.	$
Sodded Turf	Cost Per Sq. Ft.	$
Stolonized Turf	Cost Per Sq. Ft.	$
Hydroseed	Cost Per Sq. Ft.	$

MISCELLANEOUS ITEMS

Paper Hand Towels	Cost Per Case	$ _____
C-Fold Paper Hand Towels	Cost Per Case	
for Balearic Center only	Cost Per Case	$ _____
Jumbo Toilet Tissue	Cost Per Case	$ _____
2-Ply Toilet Tissue	Cost Per Case	$ _____
Trash Can Liners	Cost Per Case	$ _____
American Flags	Cost Each	$ _____
Playground Sand	Cost Per Ton	$ _____
Wood Chips	Cost Per Ton	$ _____
D.G. (Decomposed Granite)	Cost Per Ton	$ _____
Mulch	Cost Per Ton	$ _____
Paint (for Ball Fields)	Cost Per Case	$ _____
Dog Waste Bags	Cost Per Case	$ _____
		_____
		_____

NOTE: The Contractor will not be allowed to store any materials in the City Corporation Yard or at any City site, unless authorized by the City Representative.

(Enter Total Detailed Pricing amount in the Medians and Parkways Section #1 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

EXHIBIT "E"

Inventory of Irrigation Controllers:

(October 12, 2011):

Facilities:

Hunter =	0
IBOC =	2
Motorola =	0
Rain Dial =	0
Rain Bird =	7
Rainmaster =	2
Toro =	0
Totals:	11

Fire Stations:

Hunter =	0
Motorola =	0
Rain Dial =	1
Rain Bird =	5
Rainmaster =	0
Toro =	0

Totals:	6

Inventory of Irrigation Controllers:

(October 12, 2011):

Medians/Parkways:

Hunter =	2
IBOC =	8
Irritrol =	1
Motorola =	8
Rain Dial =	0
Rain Bird =	50
Rainmaster =	2
Toro =	1
Totals:	72

Parks:

Hunter =	0
IBOC =	2
Irritrol =	0

Motorola =	4
Rain Dial =	0
Rain Bird =	40
Rainmaster =	0
Toro =	0
Weather Trak =	1
Totals:	47

Misc.

TBOS =	39

Inventory of Irrigation Controllers:

(October 12, 2011):

Totals:

Facilities:	=	11
Fire Stations:	=	6
Medians and Parkways:	=	72
Misc. (TBOS)	=	39
Parks:	=	47
Totals:	=	175

EXHIBIT "F"

Inventory of Backflow Preventers:

(October 12, 2011):

Facilities: Fire Lines: Fire Stations:

0.75"	= 1	0.75"	= 6	1.00"	= 1
1.00"	= 2	4.00"	= 2	1.50"	= 2
1.25"	= 2	6.00"	= 3	2.00"	= 6
2.00"	= 11	8.00"	= 1	6.00	= 1
3.00"	= 5				
Totals:	=21		= 12		= 10

Medians & Parkways:		Parks:	
1.00"	= 31	0.75"	= 1
1.25"	= 1	1.00"	= 10
1.50"	= 28	1.50"	= 5
2.00"	= 25	2.00"	= 22
		3.00"	= 9
		4.00"	= 3
Totals:	= 85		= 50

Totals:

0.75"	=	8

1.00"	=	44
1.25"	=	3
1.50"	=	35
2.00"	=	64
3.00"	=	14
4.00"	=	5
6.00"	=	4
8.00"	=	1
Totals:	=	178

REQUEST FOR PROPOSAL

Parks and Landscape Maintenance

VENDOR APPLICATION FORM

TYPE OF APPLICANT: [X] NEW [ ] CURRENT VENDOR

Legal Contractual Name of Corporation: Merchants Landscape Services, Inc.

Contact Person for Agreement: Mark Brower

Corporate Mailing Address: 1510 S. Lyon St.

City, State and Zip Code: Santa Ana, CA. 92705

E-Mail Address: mark@merchantslandscape.com

Phone: (800) 645-4881 Fax: (714) 972-3185

Contact Person for Proposals: Mark Brower

Title: President E-Mail Address: mark@merchantslandscape.com

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

Is your business: (check one)

[ ] NON PROFIT CORPORATION [ ] FOR PROFIT CORPORATION

Is your business: (check one)

[X] CORPORATION [ ] LIMITED LIABILITY PARTNERSHIP

[ ] INDIVIDUAL [ ] SOLE PROPRIETORSHIP

[ ] PARTNERSHIP [ ] UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Mark Brower	President	(800) 645-4881
Theodore Haas	Chairman	(800) 645-4881
Donna Brower	Secretary	(800) 645-4881

Federal Tax Identification Number: 95-4725606

City of Costa Mesa Business License Number: Not at this time

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	December 16, 2011
Deadline for Written Questions	January 4, 2012
Responses to Questions Posted on Web	January 11, 2012
~~Proposals are Due~~	~~January 19, 2012~~
Proposals are Due	February 2. 2012
~~Interview (if held)~~	~~February 9, 2012~~
Interview (if held)	February 23, 2012
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

All other provisions of the invitation of this proposal shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Amendment.

2/2/12
Signature Date

Merchants Landscape Services
Company Name

Mark Brower, President
Typed Name and Title

1510 S. Lyon St.

Santa Ana, CA. 92705
Address

TABLE OF CONTENT

- Cover Letter
  Company Profile
- Methodology/Project Plan
- Staffing
- Qualifications
  References
- Financial Capacity
- Fee Proposal
- Forms

merchants
landscape services, inc.

February 2, 2012

Cover Letter:

City of Costa Mesa

Merchants Landscape Services has thoroughly reviewed all submitted specifications as well as physically inspected the proposed sites. We fully understand the scope of work and required tasks to complete all specifications.

Merchants believes one of the most important features of its proposal is the amount of due diligence the company put onto its creation. The individuals who would be responsible for managing the contract are who generated the proposal, not a sales/marketing department. The President, Regional Manager and Area manager personally spent hours visiting every site to physically review them and understand the specifications for each. This allowed us to compile a comprehensive, accurate proposal. We understand the logistics of moving around the city and what the high profile sites require.

Merchants Landscape Services corporate office is located at 1510 S. Lyon St, Santa Ana Ca 92705. The City of Costa Mesa contract would be managed out of one of our local branches located at 1639 E. Edinger Ave, Santa Ana Ca 92705, (800) 645-4881.

Merchants Landscape Services proposal pricing will be valid for a period of 180 days.

Sincerely,

Mark Brower
President

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed $16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Palm Desert	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Anaheim
Moreno Valley	Newport Beach	Irvine

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Costa Mesa will be the Regional Manager Martin Herrera, martin@merchantslandscape.com. The office is located at 1639 E. Edinger Ave., Santa Ana, CA. 92705; Office # (800) 645-4881, Fax # (714) 972-3185.

Methodology/Project Plan

Merchants has completed an extensive analysis of the submitted specifications and has generated the attached general, annual schedule. More detailed working monthly schedules will require additional input from city staff to create the actual daily work tasks, such as what time can our restroom staff start the daily cleaning that must be completed by 8:00am, are there certain parks that need to be serviced at particular days/times. As the attached working schedules for City of Irvine illustrates, Merchants will generate and submit for City approval, all required schedule and reports before commencing service.

Merchants Landscape Services
1639 E. Edinger Ave., Suite C
Santa Ana, California 92705
California Contractor's License
#785658

MERCHANTS LANDSCAPE SERVICE , INC.
CITY OF COSTA MESA PARKS AND SPORT FIELDS
ANNUAL MAINTENANCE SCHEDULE 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly Aerate	Mow & edge turf weekly Weekly Broadleaf	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly Aerate	Mow & edge turf weekly 2-times per Month	Mow & edge turf weekly 2-times per Month	Mow & edge turf weekly 2-times per Month
					Turf Fertilization 21-7-14			Turf Fertilization 19-4-4			
Sport Turf Mow & edge turf weekly 2-Times per month	Sport Turf Mow & edge turf weekly Weekly Pre-emergent	Sport Turf Mow & edge turf weekly Twice Weekly Broadleaf Aerate	Sport Turf Mow & edge turf weekly Twice Weekly Broadleaf	Sport Turf Mow & edge turf weekly Twice Weekly	Sport Turf Mow & edge turf weekly Twice Weekly Aerate	Sport Turf Mow & edge turf weekly Twice Weekly	Sport Turf Mow & edge turf weekly Twice Weekly Aerate	Sport Turf Mow & edge turf weekly Twice Weekly Pre-emergent	Sport Turf Mow & edge turf weekly Weekly	Sport Turf Mow & edge turf weekly Weekly Aerate	Sport Turf Mow & edge turf weekly 2-times per Month
		Turf Fertilization All Sport Turf 21-7-14			Turf Fertilization All Sport Turf 21-7-14			Turf Fertilization All Sport Turf 19-4-4		Turf Fertilization All Sport Turf 19-4-4	
					Turf Renovation of Approx. 85-Acres June-August Aerification, Dethatching and Fertilization						
				Turf Seeding and Restoration of Bare Areas on a continual basis							
Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check
									Re-certification of all Backflow prevention devices		
Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees as needed
				Shrubs and ground cover fert 15-15-15			Shrubs and ground cover fert 15-15-15				
Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control Pre-emergent	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control Pre-emergent	Weed Control Rodent Control	Weed Control Rodent Control
Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri	Litter removal 5-days/week Mon-Fri
Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days	Hardscape tot-lot/play equipment, DG, Restrooms Sport Courts maintenance 5-Days
					Special Provisions: Yearly Playground inspections and certify by a NPSI Fairview Park Riparian Habitat Lake Maintenance AT&T Cabinet Sites						
Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance	Daily Infield Maintenance
				weekly and Monthly reports for all Special Provisions							
				Monthly Chemical reports due (10th) day of the following month							
				Monthly fertilizer reports due (10th0 day of the following month							

merchants landscape services, inc.

Merchants Landscape Services
1639 E. Edinger Ave., Suite C
Santa Ana, California 92705
California Contractor's License
#765658

MERCHANTS LANDSCAPE SERVICES, INC.

CITY OF COSTA MESA FACILITIES, FIRE STATIONS & MEDIANS AND PARWAYS

ANNUAL MAINTENANCE SCHEDULE 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly Aerate	Mow & edge turf weekly Weekly Broadleaf	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly	Mow & edge turf weekly Weekly Aerate	Mow & edge turf weekly Every other week	Mow & edge turf weekly Every other week	Mow & edge turf weekly Every other week
					Turf Fertilization 21-7-14			Turf Fertilization 19-4-4			
Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check	Irrigation System check Re-certification of all Backflow prevention devices	Irrigation System check	Irrigation System check
Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees as needed	Trim shrubs ground cover, Vines & trees as needed
				Shrubs and ground cover fert 15-15-15			Shrubs and ground cover fert 15-15-15				
Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control Pre-emergent	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control	Weed Control Rodent Control Pre-emergent	Weed Control Rodent Control	Weed Control Rodent Control
			Monthly Chemical reports due (10th) day of the following month Monthly fertilizer reports due (10th0 day of the following month								

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Merchants Landscape Services
1639 E. Edinger Ave., Suite C
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California Contractor's License
#765658

City of Irvine
Parks and Facilities Maintenace

Labor Day Mow Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
CREW #1		4 MAN CREW	4 MAN CREW	4 MAN CREW	4 MAN CREW	
		BILL BARBER PARK	ALTON PARK	WOODBURY PARK	BILL BARBER PARK DMS	
		CIVIC CENTER	LOWER PETERS PARK	SETTLERS	CIVIC CENTER	
		UNIVERSITY PARK	VALENCIA PARK	CARROTWOOD PARK	NORTHWOOD PARK	
					MEADOWOOD PARK	
	Monday	Tuesday	Wednesday	Thursday	Friday	
CREW #2		3 MAN CREW	3 MAN CREW	3 MAN CREW	3 MAN CREW	
		HARVARD PARK	QUILL HILLS PARK	BRYWOOD PARK	SAN LEANDRO PARK	3.31
			OAK CREEK PARK	HICKS CANYON PARK	PLAZA PARK	
			DOVE CREEK PARK			
	Monday	Tuesday	Wednesday	Thursday	Friday	
CREW #3		3 MAN CREW	3 MAN CREW			
			WINDROW PARK		HERITAGE PARK	
			LAS LOMAS PARK		ORCHARD PARK	

merchants
landscape services, inc.

CITY OF IRVINE ATHLETIC FIELDS AND SPORT PARKS

3 Man Detail Crew -

August & September 2011

Monday	Tuesday	Wednesday	Thursday	Friday
22) Windrow	23) Windrow	24) Las Lomas	25) Las Lomas	26) Las Lomas
29) Quail Hill	30) Quail Hill	31) Quail Hill	1) Hicks Canyon	2) Civic Center
5) Holiday	6) Lower Peters	7) Lower Peters	8) Harvard	9) Harvard
12) Stonegate	13) Olive Creek San Leandro	14) Plaza	15) Orchard Carrotwood	16) Civic Center
19) Alton Oak Creek	20) Woodbury	21) Meadowood Park Settlers Park	22) Valencia	23) Northwood Brywood
26) Heritage	27) Bill Barber	28) Bill Barber	29) Bill Barber	30) Civic Center

AUGUST 2010
SPECTRUM OAK CREEK DETAIL ONLY CREW #2

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01)	02) SAN DIEGO CRK. SOUTH SIDE	03) ALTON PARKWY AND MEDIAN START AT SAND CANYON Patrol all areas weeding	04) ALTON PARKWY AND MEDIAN	05) ALTON PARKWY AND MEDIAN Keep Synthetic turf free of weeds and trash	06) ALTON PARKWY AND MEDIAN	07)
08)	09) ALTON PARKWY AND MEDIAN	10) EUCALYPTUS GROVE JEFFREY PARKWAY AND MEDIAN START AT 405 FWY Patrol all areas weeding	11) JEFFREY PARKWAY AND MEDIAN	12) JEFFREY PARKWAY AND MEDIAN Keep Synthetic turf free of weeds and trash	13) JEFFREY PARKWAY AND MEDIAN	14)
15)	16) JEFFREY PARKWAY AND MEDIAN	17) VALLEY OAK PKWY. & MEDIANS 10" Patrol all areas weeding	18) VALLEY OAK PKWY. & MEDIANS 10"	19) VALLEY OAK PKWY. & MEDIANS 10" Keep Synthetic turf free of weeds and trash	20) ICD MEDIANS 10" VALLEY OAK PKWY. & MEDIANS 10"	21)
22)	23) ICD MEDIANS 10"	24) ICD MEDIANS 10" BOGIE CAGE Patrol all areas weeding	25) ICD MEDIANS 10"	26) ICD MEDIANS 10" Keep Synthetic turf free of weeds and trash	27) BARRANCA PARKWAYS MEDIANS	28)
29)	30) BARRANCA PARKWAYS MEDIANS	31) SAN DIEGO CRK. NORTH SIDE Patrol all areas weeding				

NOTE: EVERY WEDNESDAY ACT AT FIVE PEOPLE COUNTS BETWEEN 6:00 A.M. AND 10:00 A.M.

City of Irvine Sport Turf Management Program 2011

		Turf management Windrow Baseball fields only												
Products	Rates	COMMENTS	Jan	Feb	Mar	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
32-0-6 Lebanon Mesa	3 lbs/1000 SQ. FT.	4 applications per year												
21-7-14 TURF ROYALE	5 LBS/1000 SQ FT.	5 applications per year												
Pro- turf Sport Mix	8 lbs. / 1000 sq.ft	interseed in March												
Pro- turf Sport Mix	8 lbs. / 1000 sq.ft	broad cast seed												
Grand Slam seed	6 lbs. / 1000 Sq.ft	broad cast seed												
		infield and outfield												

Turf management program schedule A fields

TURF MANAGEMENT ON THE FOLLOWING SPORTS PARKS : ALTON; HERITAGE A, B, & C; LOWER PETERS A; QUAIL HILLS ALL; OAK CREEK A & B; AND WINDROW A

PRODUCTS	RATES	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
21-7-14 TURF ROYALE	5 LBS/1000 SQ FT.	12 applications per year												
CAL SUL GYPSUM	10LBS/1000 SQ FT.	Course prill												
IRSI organic amend	.50 inch thick	1/8 screen, 1 x per year												
IRSI organic amend	.25 inch thick	1/8 inch screen organic amend												
JTM Complete 8-2-4	7 lbs. /1000 Sq.ft	Every 10 weeks soccer fields												
Grand Slam seed	6 lbs. / 1000 Sq.ft	broad cast the seed												
Pro- turf Sport Mix	8 lbs. / 1000 sq.ft	soccer, Interseed Pro- turf mix												

Turf management program schedule B fields

TURF MANAGEMENT ON THE FOLLOWING SPORTS PARKS: WOODBURY A

PRODUCTS	RATES	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
21-7-14 TURF ROYALE	5 LBS/1000 SQ FT.	8 applications per year												

Turf management program schedule C fields

TURF MANAGEMENT ON THE FOLLOWING SPORTS PARKS: BRYWOOD; DOVE CREEK; NORTHWOOD A & B; ORCHARD; SETTLERS

PRODUCTS	RATES	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
21-7-14 TURF ROYALE	5 LBS/1000 SQ FT.	6 applications per year, soccer												

Turf management program schedule D fields

TURF MANAGEMENT ON THE FOLLOWING SPORTS PARKS: LOWER PETERS 1; NORTHWOOD 1; AND WOODBURY 1 & 2

PRODUCTS	RATES	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
21-7-14 TURF ROYALE	5 LBS/1000 SQ FT	4 applications per year, softball												
Grand Slam seed	6 lbs. / 1000 Sq.ft	broad cast the seed												

Seed and organic amend schedule

SEED	RATES	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Grand Slam seed	6 lbs. / 1000 Sq.ft	Broad cast the seed												
Pro turf sport mix	8 LBS/1000 SQ FT	Interseeded												
Pro turf sport mix	8LBS/1000 SQ FT	Broad cast the seed												
IRSI organic amend	.50 inch thick	1/8 screen, 1 x per year												
ORGANIC AMENDMENT	.25 inch thick	1/8 inch organic amend												

Products	Color legend	Products	Color legend	Products	Color legend
21-7-14 Turf Royale		Pro turf sport mix		repair work down the middle fo the fields	
Gypsum		INTERSEEDED			
IRSI organic amend				JTM Complete 8-2-4	
32-0-6 Lebanon Mesa		PROTURF SPORTS MIX			
CAL SUL GYPSUM		overseeded w/ organic amend		Grand Slam Seed	
Pro turf sport mix					
overseed		Pro Turf Sport Mix		Pro Turf Sport Mix	

merchants landscape services, Inc.

Merchants Landscape Services
1639 E. Edinger Ave., Suite C
Santa Ana, California 92705

California Contractor's License
#765858

CITY OF IRVINE TURF MANAGEMENT - MAINTENANCE SCHEDULE

Updated 6/07/10

	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Topdressing	Only at Alton and Bill Barber 1-2- &3												
Spike All fields													
Spike and re-seed	7 Lbs. per each 1,000 sq ft												
Verti-Drain	All fields w/ Hollows @ 3/4"												
Verti-Drain	Additional Vertidrain w/ Hollows @ 3/4" at: Harvard D, Hicks A & B, Woodbury A, Lower Peters A, Oak Creek A & B, Heritage A, B, & C, Las Lomas A & B, Windrow A, and Quail Hill All												
Inter-seed Bare Areas	With Bermuda seed 1 lb per 1,000 sq ft												
Inter-seed	Specific fields 7 lbs. seed per each 1,000 sq ft												
Over-seed Twice a year	???????	?	?	?	?	?	?	?	?	?	?	?	?
Fertilize SCU or 15-15-15	Between June 1st - August 1st 60-Days												
Aerify during Turf Renovations	Between June 1st - August 1st 60-Days												
Vertiout during Turf Renovations	Between June 1st - August 1st 60-Days												
Top-dress during Turf Renovations	Between June 1st - August 1st 60-Days: Only Northwood A & B, Harvard D, Hicks Canyon A & B, Woodbury A, Lower Peters A, Oak Creek A & B, Heritage A B & C, Las Lomas A & B, Windrow A, Quail Hill All, Bill Barber 2-3-4, and Bill Barber DMS field												
Replace Sod during Turf Renovations	Between June 1st - August 1st 60- Days												

Notes:
1. Between June 1st - August 1st (60-Days) : Aerify/Verti-Drain, Vertiout/Dethatch/Scalp/Vacuum, Top-dress
2. Premier Fields require 12-14 pounds of fertilizer per year
3. Fertilization program is top priority and is to be completed by noon and watered in.

AERIFICATION PROGRAM

	COMMENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Aerify all fields Once a year	Orchard, Carrotwood, Northwood 1, Hicks Canyon 1 & 2, Woodbury 1 & 2, Lower Peters 1, San Leandro, Brywood, Plaza, Las Lomas 1 & 2, University, Dove Creek, Meadowood All,												
Aerify fields Two times per year	Valencia, Harvard 1-7, Bill barber 2,3, 4, & DMS, Settlers park												
Aerify fields Three times per year	Windrow field 1 and 2												
Aerify fields Four times per year	Northwood A & B, Harvard D, Hicks A & B, Woodbury A, Lower Peters A, Alton, Oak Creek A & B, Heritage A, B, & C, Las Lomas A & B, Windrow A, Quail Hills All,												
Aerify during Turf Renovations	Between June 1st - August 1st 60- Days												

FERTILIZATION PROGRAM

Premier Fields	COMMENTS	Calcium Nitrate	Nitra King	16-6-8	TM Complete	21-0-0	15-15-15	TM Poly/K	21-0-0	22-3-22	16-6-8	Nitra King	Calcium Nitrate
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Alton	12- Times per year												
Harvard D	12- Times per year												
Heritage A, B, & C	12- Times per year												
Las Lomas A & B	12- Times per year												
Lower Peters A	12- Times per year												
Quail Hills All	12- Times per year												
Oak Creek A & B	12- Times per year												
Hicks Canyon A & B	12- Times per year												
Windrow A	12- Times per year												
Woodbury A	9- Times per year												
Windrow 1 & 2	9- Times per year												
Harvard 1-7	6- Times per year												
Brywood	6- Times per year												
Carrotwood	6- Times per year												
Dove Creek	6- Times per year												
Meadowood All	6- Times per year												
Northwood A & B	6- Times per year												
Orchard	6- Times per year												
Plaza	6- Times per year												
San Leandro	6- Times per year												
Settlers	6- Times per year												
Valencia	6- Times per year												
Las Lomas 1 & 2	4- Times per year												
Lower Peters 1	4- Times per year												
Hicks Canyon 1 & 2	4- Times per year												
Northwood 1	4- Times per year												
University	4- Times per year												
Woodbury 1 & 2	4- Times per year												

Special Premier Fields	COMMENTS	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete	TM Complete
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bill Barber	Fields #1,2,3 & DMS												

Notes:
1. Premier Fields require 12-14 pounds of fertilizer per year
2. Fertilization program is top priority and is to be completed by noon and watered in.

Fertilization Program:

January: Nitra King
February: Nitra King
March: 16-6-8
April: TM Complete
May: 21-0-0
June: 15-15-15
July: TM Poly/K
August: 21-0-0
September: 22-3-22
October: 16-6-8
November: Nitra King

merchants landscape services, inc.

May/June 2011

Updated 5/27/11

IRVINE PARKS - TURF RENOVATIONS

Monday	Tuesday	Wednesday	Thursday	Friday
16)	17)	18)	19)	20)
Valencia Park: 1.5 acres a) Install A-Frames b) Prep to install 5,000 sq ft sod Northwood Park: 4 acres a) Install A-Frames	Valencia Park: 1.5 acres b) Prep to install 5,000 sq ft sod Northwood Park: 4 acres a) Prep to install 16,000 sq ft sod	Valencia Park: 1.5 acres Northwood Park: 4 acres a) Prep to install 16,000 sq ft sod	Valencia Park: 1.5 acres Northwood Park: 4 acres a) Prep to install 16,000 sq ft sod	Valencia Park: 1.5 acres a) Install 5,000 sq ft sod b) Apply Fertilizer 15-15-15 Northwood Park: 4 acres a) Prep to install 16,000 sq ft sod
23) Northwood Park: 4 acres a) Install 16,000 sq ft sod Harvard Park Field D: 1.5 acres a) Install A-Frames b) Prep to install 5,000 sq ft sod c) Install Fence Windrow Park Field A: 1.5 a) Install A-Frames b) Install Fence	24) Northwood Park: 4 acres a) Install 16,000 sq ft sod (finishing) Harvard Park Field D: 1.5 acres a) Prep to install 5,000 sq ft sod Windrow Park Field A: 1.5 a) Prep to install 10,000 sq ft sod	25) Northwood Park: 4 acres a) Broadcast Bermuda seed SR995 (2 Lbs/1,000) b) Apply Fertilizer 15-15-15 Harvard Park Field D: 1.5 acres a) Install 5,000 sq ft sod Windrow Park Field A: 1.5 a) Prep to install 10,000 sq ft sod	26) Northwood Park: 4 acres a) Topdress with Organic from Synagro at 1/4" Harvard Park Field D: 1.5 acres a) Apply Fertilizer 15-15-15 Windrow Park Field A: 1.5 a) Install 10,000 sq ft sod Settlers Park All a) Hollow Tine	27) Harvard Park Field D: 1.5 acres a) Broadcast Bermuda seed SR995 (2 Lbs/1,000) Windrow Park Field A: 1.5 a) Apply Fertilizer 15-15-15 a) Broadcast Bermuda seed SR995 (2 Lbs/1,000) Orchard Park All a) Hollow Tine
30) Holiday	31) Orchard Park: 2 acres a) Install A-Frames b) Prep to install 5,000 sq ft sod Settlers Park Field A: 1.5 acres a) Install A-Frames b) Prep to install 10,000 sq ft sod Heritage Park Field C: 1.5 acres a) Install A-Frames b) Install Fence Woodbury A:1.5 a) Verti-Drain	01) Orchard Park: 2 acres a) Install 5,000 sq ft sod Settlers Park Field A: 1.5 acres b) Prep to install 10,000 sq ft sod Heritage Park Field C: 1.5 acres a) Prep to install 10,000 sq ft sod Harvard Field 'D' a) Topdress with Organic from Synagro at 1/4" San Leandro Park a) Verti-Drain	02) Orchard Park: 2 acres a) Apply Fertilizer 15-15-15 Settlers Park Field A: 1.5 acres a) Install 10,000 sq ft sod Heritage Park Field C: 1.5 acres a) Prep to install 10,000 sq ft sod Windrow 1, 2 and A a) Topdress with Organic from Synagro at 1/4" Brywood Park a) Verti-Drain	03) Orchard Park: 2 acres a) Topdress with Organic from Synagro at 1/4" Settlers Park Field A: 1.5 acres a) Apply Fertilizer 15-15-15 Heritage Park Field C: 1.5 acres a) Install 10,000 sq ft sod a) Apply Fertilizer 15-15-15 Brywood Park a) Verti-Drain

merchants landscape services, inc.

June 2011

Updated 06/08/11

IRVINE PARKS - TURF RENOVATIONS

Monday	Tuesday	Wednesday	Thursday	Friday
06) Las Lomas A & B a) Install 7A Frames b) Prep to install 50,000 sq ft sod c) Install Fence Hicks Canyon A & B a) Install 7A Frames c) Install Fence Lower Peters A a) Install 7A Frames c) Install Fence Dovecreek Park Verti-Drain San Leandro Park Plaza Park Woodbury Park Fertilize with JTM complete	07) Las Lomas A & B a) Prep to install 50,000 sq ft sod Dovecreek Park Verti-Drain Meadowood Park Fertilize with JTM complete	08) Valencia Park 1) Aerify Las Lomas A & B a) Prep to install 50,000 sq ft sod b) Install 25,000 sq ft sod Hicks Canyon A & B a) Prep to install 25,000 sq ft sod Bill Barber Park Fertilize with JTM complete	09) Valencia Park 1) Irrigation with Organic from Symbiotic 16-7-4 Las Lomas A & B b) Install 25,000 sq ft sod Hicks Canyon A & B a) Prep to Install 25,000 sq ft sod Lower Peters A Quail Hills Park Verti-Drain	10) Las Lomas A & B a) Apply Fertilizer 15-15-15 Hicks Canyon A & B a) Install 15,000 sq ft sod Lower Peters A a) Prep to Install 7,000 sq ft sod Quail Hills Park Verti-Drain
13) Hicks Canyon A & B a) Install 10,000 sq ft sod Lower Peters A a) Prep to Install 7,000 sq ft sod Oak Creek A & B a) Install 7A Frames b) Prep to Install 40,000 sq ft sod c) Install Fence Woodbury A a) Install 7A Frames Alton Park Hollow Tine	14) Hicks Canyon A & B a) Apply Fertilizer 15-15-15 Lower Peters A a) Install 7,000 sq ft sod b) Apply Fertilizer 15-15-15 Oak Creek A & B a) Prep to Install 40,000 sq ft sod Woodbury A Alton Park Hollow Tine	15) Lower Peters A a) Irrigation with Organic from Symbiotic 16-7-4 Oak Creek A & B a) Prep to Install 40,000 sq ft sod b) Install 20,000 sq ft sod Woodbury A Bill Barber Park Hollow Tine	16) Oak Creek A & B a) Install 20,000 sq ft sod Woodbury A a) Prep to Install 9,000 sq ft sod Bill Barber Park Hollow Tine	17) Oak Creek A & B a) Apply Fertilizer 15-15-15 Woodbury A a) Install 5,000 sq ft sod b) Apply Fertilizer 15-15-15 Bill Barber Park Hollow Tine
20) Heritage 1 & 2 a) Install 7A Frames b) Prep to Install 10,000 sq ft sod Brywood Park a) Install 7A Frames Plaza Park a) Install 7A Frames San Leandro Park a) Install 7A Frames Harvard Park Hollow Tine	21) Heritage 1 & 2 a) Prep to Install 10,000 sq ft sod Brywood Park a) Prep to Install 5,000 sq ft sod Plaza Park San Leandro Park Harvard Park Hollow Tine	22) Heritage 1 & 2 a) Install 10,000 sq ft sod Brywood Park a) Prep to Install 5,000 sq ft sod Plaza Park San Leandro Park Harvard Park Hollow Tine	23) Heritage 1 & 2 a) Apply Fertilizer 15-15-15 Brywood Park a) Install 5,000 sq ft sod Plaza Park San Leandro Park Harvard Park Hollow Tine	24) Heritage 1 & 2 Brywood Park a) Apply Fertilizer 15-15-15 Plaza Park San Leandro Park Harvard Park Hollow Tine
27) Windrow 1 Verti-Drain	28) Windrow 2 Verti-Drain	29) Meadowood Park Verti-Drain	30) Meadowood Park Verti-Drain	Hicks Canyon 1 Verti-Drain

Staffing/Support

Staff	Trucks
5 – Full Time Foreman	1 – F250
6 – Full Time Laborers	5 – F150
2 – Full Time Irrigation Technicians	3 - Rangers
1 – Full Time QAL	
1 – Full Time Supervisor	
1 – Part Time Restoration Biologist	
1 – Part Time Certified Lake Manager/Biologist	

Merchants Landscape owns over 1 million dollars of landscape equipment and will invest in new equipment as needed for this contract. All mowers, power equipment, and trucks will be purchased new to support the contract.

We believe it would be deceiving to actually list the actual staff members we would use, by name, to fulfill this contract. Even though Merchants currently employees over 350 people, including over 45 management/supervisor positions we wouldn't have people on our staff that were not currently engaged in a current contract.

If awarded the full contract Merchants would designate an area manager to oversee the management of the contract. Merchants has listed the staffing it will provide for the contract and would move experienced foremen from existing contracts and hire some new qualified staff if necessary. Merchants has very strict hiring practices and I will guarantee all members of the contracts staff will be experienced and professional. The amount of large, sophisticated maintenance equipment Merchants utilizes daily warrants having nothing but experienced, qualified operators.

Our clients invest a lot of money and responsibility in Merchants to maintain their municipalities/Institution and we have not ever let them down.

The City of Costa Mesa can expect the same level of commitment from Merchants Landscape Services if given the opportunity to manage these maintenance contracts on behalf of the City of Costa Mesa.

Qualifications of Bidder

Merchants Landscape Services is the largest provider of municipal landscape maintenance in Southern California. We currently have under long-term municipal contracts over $1,000,000,000 a month in such maintenance. Recently the City of **Anaheim** decided to privatize the landscape maintenance for its 55 park system. After much due diligence Anaheim selected Merchants Landscape to be the long term maintenance contractor for the majority of these parks.

Our excellent reputation and extensive client list attests to our commitment to providing the highest quality municipal landscape maintenance in the industry.

City of **Irvine**- Merchants is in year 3 on a 5 year contract to provide complete landscape maintenance for all sports parks, parks and facilities. Merchants provides 7 day a week service for 23 parks totaling over 240 acres, 34 soccer fields,43 ball fields, which are prepped daily by Merchants crews, and servicing 546 trash cans daily. Our service also includes major monthly and annual renovation work, including monthly aerations varying from hollow tine, solid tine,verti-drain etc. Annually we install over 200,000 sq. ft. of sod and completely renovate all turf areas. The City of Irvine spends over $3,000,000.00/year with Merchants to maintain their park system.

City of **Ontario**-Merchants has provided the landscape maintenance in Ontario for past 5 years and was recently awarded a new 5 year contract. We maintain facilities, medians, parkways and parks, totaling over 200 acres, including all trash cans, restrooms and playgrounds daily.

County of **Orange**-Merchants successfully started the maintenance of following Regional Parks on 9/1/11; Mile Square, Irvine, Mason, Yorba and Laguna Niguel, totaling over 800 acres.

Merchants Landscape also possesses an extensive inventory of landscape equipment. As the attached equipment inventory illustrates we own a very diverse and specialized equipment inventory. Having numerous tractors, renovators, aerators, dethatchers, slit-seeders, vacuums, top dressers and state of the art mowers like the new Toro Reel master 5510

Simply, municipal maintenance is what Merchants Landscape was built on and continues to grow with. Our total staff is committed to it and thrives on the challenge every day.

MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE
P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
E-Mail: adelapaz@ci.irvine.ca.us
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in $: $3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS
3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
E-Mail: Vicki.oltean@palmsprings-ca.gov
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in $: $1,200,000/year
Sports Parks, City Parks, Facilities, and Medians

CITY OF ORANGE
230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
E-Mail: drobertson@cityoforange.org
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in $: $750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES
340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
E-Mail: cmoritz@pvstates.org
Phone: (310) 378-0383
Project Completion:On going to 2012
Project size in $240,000/year Parklands and Right of Way Maintenance

CITY OF NEWPORT BEACH
3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
E:mail: dsereno@city.newport-beach.ca.us
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in $: $650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
E-Mail: jprice@citymb.info
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in $: $500,000/year
All City Medians, Parks & Facilities

CITY OF ONTARIO
1425 S. Bon View Ave.
Ontario, CA. 91761
Phone: (909) 395-2628
Contact: Tim Evans
E-Mail: tevans@ci.ontario.ca.us
Project Completion: On going to 2012
Project Size in $: 850,000.00/year
All City Facilities, Parks, Medians, and Districts

CITY OF YORBA LINDA
4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
E-Mail: bcarleton@yorba-linda.org
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in $:420,000.00
City Parks

Merchants Landscape, Inc.

Format Description: 7 Gross Margin

CONFIDENTIAL

Comparative Income Statement

Date Range: 12/01/11 To 12/31/11

02/01/12 7:52:47 AM

	Current Period Amount 12/01/11 To 12/31/11	Cur-Pd Ratio	Year-To-Date Amount 01/01/11 To 12/31/11	Y-T-D Ratio	Same-Pd-Lst-Yr Amount 12/01/10 To 12/31/10	Pd-LYR Ratio	Y-T-D-Last Yr Amount 01/01/10 To 12/31/10	YTD-LY Ratio
*** Income ***								
Contract - Exterior	1,024,098	80.08%	11,724,954	77.60%	927,447	82.33%	10,828,669	79.37%
Retail - Exterior	251,931	19.70%	3,351,375	22.18%	196,228	17.42%	2,785,091	20.41%
Tree Trimming	2,816	0.22%	33,792	0.22%	2,816	0.25%	30,088	0.22%
Total Sales	**1,278,845**	**100.00%**	**15,110,121**	**100.00%**	**1,126,491**	**100.00%**	**13,643,848**	**100.00%**
*** Labor ***								
Wages - Contract Exterior	448,690	35.09%	5,505,028	36.43%	391,531	34.76%	4,828,391	35.39%
Wages - Retail Interior	316	0.02%	6,639	0.04%	404	0.04%	4,149	0.03%
Wages - Retail Exterior	50,642	3.96%	527,173	3.49%	19,720	1.75%	430,665	3.16%
Wages - Construction / Other	6,887	0.54%	28,826	0.19%	12,434	1.10%	36,101	0.26%
Wages - Overtime	60	0.00%	1,073	0.01%	(26)	0.00%	282	0.00%
Subcontractor - Tree Trimming	8,000	0.63%	86,375	0.57%	4,750	0.42%	75,160	0.55%
Subcontractor - Others	0	0.00%	33,448	0.22%	2,863	0.25%	96,553	0.71%
Total Labor	**514,595**	**40.24%**	**6,188,561**	**40.96%**	**431,677**	**38.32%**	**5,471,301**	**40.10%**
*** Supply Cost***								
Landscape Supplies	27,151	2.12%	365,025	2.42%	17,111	1.52%	333,678	2.45%
Color Program Expense	2,026	0.16%	17,322	0.11%	790	0.07%	18,339	0.13%
Irrigation Supplies	14,485	1.13%	123,517	0.82%	3,245	0.29%	129,905	0.95%
Seed Cost	5,417	0.42%	65,004	0.43%	5,417	0.48%	65,004	0.48%
Fertilizer Cost	0	0.00%	12,987	0.09%	7,656	0.68%	34,033	0.25%
Supplies Billable (taxable)	53,920	4.22%	1,021,913	6.76%	59,038	5.24%	767,669	5.63%
Trash Removal	11,190	0.88%	157,884	1.04%	5,105	0.45%	143,158	1.05%
Total Supply Cost	**114,190**	**8.93%**	**1,763,653**	**11.67%**	**98,362**	**8.73%**	**1,491,786**	**10.93%**
Total Cost Of Sales	**628,784**	**49.17%**	**7,952,214**	**52.63%**	**530,040**	**47.05%**	**6,963,087**	**51.03%**
Purchasing Card Expense	3,105	0.24%	25,683	0.17%	0	0.00%	1,563	0.01%
Total Other Direct Cost & Variables	**305,166**	**23.86%**	**3,565,205**	**23.59%**	**357,013**	**31.69%**	**3,077,998**	**22.56%**
Gross Margin	**344,895**	**26.97%**	**3,592,702**	**23.78%**	**239,439**	**21.26%**	**3,602,764**	**26.41%**

CONFIDENTIAL

CONFIDENTIAL

Company Totals

PRICE PROPOSAL SUMMARY FORM

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

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

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the request for proposal, specifications, and the proposal forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. It is the responsibility of the Proposer to make all measurements to determine his Proposal price. The City of Costa Mesa will not be responsible for determining the quantities of materials necessary to complete the work specified.

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

Price Sheet	Service Area	Monthly Total	Annual Total
#1	Facilities	$ 2,871.00	$ 34,452.00
#2	Fire Stations	$ 1,065.00	$ 12,780.00

#3	Medians and Parkways	$ 19,100.00	$ 229,200.00
#4	Parks	$ 44,229.00	$ 530,748.00
#5	Sports Turf	$ 12,720.00	$ 152,640.00
#6	Misc. Items	**N/A**	**N/A**
	Grand Total	$ 79,985.00	$ 959,820.00

IMPORTANT PAYMENT TERMS:

City payment terms: Net 30.

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

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

Merchants Landscape Services, Inc.	
Bidder Name (Person, Firm, Corp.)	Signature of Authorized Representative
1510 S. Lyon St.	Mark Brower
Address	Name of Authorized Representative
Santa Ana, CA. 92705	President
City, State, Zip Code	Title of Authorized Representative

Telephone Number

Facsimile Number

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

EXHIBIT D

SERVICE AREAS

BID PRICING

FACILITIES

BIDDER'S NAME Merchants Landscape

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR CITY FACILITIES SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
FAC#1	Civic Center 77 Fair Drive		
	3.13 Acres Turf	$ 970.00	$ 11,640.00
	_____Sq. Ft. Planters	$ 51.00	$ 612.00
	Subtotal for FAC#1	**$ 1,021.00**	**$ 12,252.00**
FAC#2	Corporation Yard 2310 Placentia Avenue		
	10,517 Sq. Ft. Turf	$ 500.00	$ 6,000.00
	14,708 Sq. Ft. Planters	$ 100.00	$ 1,200.00
	Subtotal for FAC#2	**$ 600.00**	**$ 7,200.00**
FAC#3	Costa Mesa Senior Center 695 W. 19th Street		
	15,142 Sq. Ft. Turf	$ 600.00	$ 7,200.00
	19,659 Sq. Ft. Planters	$ 200.00	$ 2,400.00

	Subtotal FAC#3	**$ 800.00**	**$ 9,600.00**
FAC#4	Mesa Verde Library 2969 Mesa Verde Drive East		
	0.22 Acres Turf	$ 225.00	$ 2,700.00
	_____Sq. Ft. Planters	$ 25.00	$ 300.00
	Subtotal FAC#4	**$ 250.00**	**$ 3,000.00**
FAC#5	Westside Substation 567 W. 18th Street		
	2,170 Sq. Ft. Turf	$ 165.00	$ 1,980.00
	_____Sq. Ft. Planters	$ 35.00	$ 420.00
	Subtotal FAC#5	**$ 200.00**	**$ 2,400.00**
TOTAL DETAILED PRICING (FAC#1 – FAC#5)		**$ 2,871.00**	**$ 34,452.00**

(Enter Total Detailed Pricing amount in the Facilities Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

FIRE STATIONS

BIDDER'S NAME Merchants Landscape

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR CITY FIRE STATIONS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
FS#1	Royal Palm Fire Station 2803 Royal Palm Drive		
	6,729 Sq. Ft. Turf	$ 160.00	$ 1,920.00
	3,069 Sq. Ft. Planters	$ 30.00	$ 360.00
	Subtotal for FS#1	$ 190.00	$ 2,280.00
FS#2	Baker Street Fire Station 800 Baker Street		
	1,982 Sq. Ft. Turf	$ 95.00	$ 1,140.00
	517 Sq. Ft. Planters	$ 15.00	$ 180.00
	Subtotal for FS#2	$ 110.00	$ 1,320.00
FS#3	Park Avenue Fire Station 1865 Park Avenue		
	8,805 Sq. Ft. Turf	$ 170.00	$ 2,040.00
	3,016 Sq. Ft. Planters	$ 30.00	$ 360.00

	Subtotal for FS#3	$ 200.00	$ 2,400.00
FS#4	Placentia Avenue Fire Station 2300 Placentia Avenue		
	13,468 Sq. Ft. Turf	$ 210.00	$ 2,520.00
	414 Sq. Ft. Planters	$ 15.00	$ 180.00
	Subtotal for FS#4	$ 225.00	$ 2,700.00
FS#5	Vanguard Way Fire Station 2450 Vanguard Way		
	3,804 Sq. Ft. Turf	$ 100.00	$ 1,200.00
	532 Sq. Ft. Planters	$ 15.00	$ 180.00
	Subtotal for FS#5	$ 115.00	$ 1,380.00
FS#6	Sakioka Drive Fire Station 3350 Sakioka Drive		
	5,796 Sq. Ft. Turf	$ 140.00	$ 1,680.00
	6,502 Sq. Ft. Planters	$ 85.00	$ 1,020.00
	Subtotal for FS#6	$ 225.00	$ 2,700.00
Total FS#1 through FS#6		$ 1,065.00	$ 12,780.00

TOTAL DETAILED PRICING (FS#1-FS#6)	$ 1,065.00	$ 12,780.00

(Enter Total Detailed Pricing amount in the Fire Stations Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

MEDIANS AND PARKWAYS

BIDDER'S NAME Merchants Landscape

DETAILED PRICING FOR COMPLETE LANDSCAPE MAINTENANCE FOR MEDIANS AND PARKWAYS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
M#1	16th/Pomona/Superior Avenue		
	_____Hardscape	$ 20.00	$ 240.00
M#2	E. 17th Street Median at Fullerton		
	1,470 Sq. Ft. Turf	$ 55.00	$ 660.00
M#3	E. 17th Street		
	(Between Orange Ave. & Santa Ana)		
	_____Median Planters	$ 61.00	$ 732.00
	_____Parkway Planter	$ 26.00	$ 312.00
	_____Hardscape	$ 10.00	$ 120.00
	Subtotal for M#3	**$ 97.00**	**$ 1,164.00**
M#4	17th Street/Newport Blvd.		
	(Two hardscape medians, E of Newport Blvd. And one hardscape median W of Newport Blvd.)		
	2,000 Sq. Ft.	$ 30.00	$ 360.00
M#5	19th Street/Newport Blvd.		
	(Planter on NW corner of 19th St)		

	1,200 Sq. Ft.	$ 27.00	$ 324.00
M#6	19th Street Medians		
	(Park Avenue to Fullerton)		
	7,850 Sq. Ft. Planters	$ 100.00	$ 1,200.00
	3,342 Sq. Ft. Hardscape	$ 17.00	$ 204.00
	Subtotal for M#6	$ 117.00	$ 1,404.00
M#7	19th Street Parkway & Median Planters		
	(Park Ave to Placentia Ave)		
	13,000 Sq. Ft. Parkways	$ 200.00	$ 2,400.00
	6,000 Sq. Ft. Medians	$ 75.00	$ 900.00
	1,500 Sq. Ft. Hardscape	$ 10.00	$ 120.00
	Subtotal for M#7	$ 285.00	$ 3,420.00
M#8	W. 19th Street Parkway at Whittier		
	2,870 Sq. Ft. Turf	$ 108.00	$ 1,296.00

Site #	Site Name	Monthly Price	Annual Price
M#9	Adams Avenue Medians & Parkway		
	(Albatross to Santa Ana River)		
	0.5 Acres Turf	$ 605.00	$ 7,260.00
	1,446 Sq. Ft. Planters	$ 22.00	$ 264.00
	483 Sq. Ft. Hardscape	$ 8.00	$ 96.00
	Subtotal for M#9	**$ 635.00**	**$ 7,620.00**
M#10	Adams Avenue Medians		
	(Mesa Verde Drive West to Fairview)		
	0.52 Acres Turf	$ 617.00	$ 7,404.00
	1,446 Sq. Ft. Planters	$ 22.00	$ 264.00
	483 Sq. Ft. Hardscape	$ 8.00	$ 96.00
	Subtotal for M#10	**$ 647.00**	**$ 7,764.00**
M#11	Anton Blvd Medians		
	(Ave of the Arts to Sunflower)		
	0.35 Acres Turf	$ 470.00	$ 5,640.00
	5,263 Sq. Ft. Hardscape	$ 31.00	$ 372.00
	Subtotal for M#11	**$ 501.00**	**$ 6,012.00**
M#12	Arlington Drive		
	(At Newport Blvd)		
	1,638 Sq. Ft. Hardscape	$ 12.00	$ 144.00

M#13	Baker Street Parkway (Babb to Fairview) 4,583 Sq. Ft. Planters	$ 68.00	$ 816.00
M#14	Baker Street Median (At 73 Freeway Overpass) 4,200 Sq. Ft. Hardscape	$ 19.00	$ 228.00
M#15	Baker Street Median (At 55 Freeway Overpass) 1,137 Sq. Ft. Hardscape	$ 9.00	$ 108.00
M#16	Bear Street Median (At Metro Pointe) 0.10 Acres Turf	$ 163.00	$ 1,956.00
M#17	Bear Street Parkways (At Yukon) 15,075 Sq. Ft. Planters	$ 225.00	$ 2,700.00

Site #	Site Name	Monthly Price	Annual Price
M#18	Bristol Street Medians		
	(Baker to Sunflower)		
	0.32 Acres Turf	$ 380.00	$ 4,560.00
	14,942 Sq. Ft. Hardscape	$ 41.00	$ 492.00
	Subtotal for M#18	**$** 521.00	**$** 6,252.00
M#19	Bristol Street Medians		
	(At 55 Freeway Overpass)		
	11,672 Sq. Ft. Hardscape	$ 15.00	$ 180.00
M#20	Bristol Street Medians		
	(At 73 Freeway Overpass)		
	4,134 Sq. Ft. Hardscape	$ 12.00	$ 144.00
M#21	Bristol/405 Freeway Entrance		
	(Triangle shaped hardscape located		
	Southbound Bristol [Westside] at		
	405 freeway entrance	$ 5.00	$ 60.00
M#22	California Street Median		
	(Iowa to Alaska)		
	3,809 Sq. Ft. Turf	$ 114.00	$ 1,368.00
M#23	Canyon Drive Parkway		
	(Sea Bluff to Victoria)		

	1,245 Sq. Ft. Planters	$ 19.00	$ 228.00
M#24	Coolidge Avenue Medians		
	8,400 Sq. Ft. Planters	$ 126.00	$ 1,512.00
M#25	Elden Avenue/Del Mar Avenue		
	(Planter on NW corner of Del Mar)		
	1,950 Sq. Ft.	$ 29.00	$ 348.00
M#26	Fair Drive Parkways		
	(Harbor to Fairview)		
	1.43 Acres Turf	$ 1,229.00	$ 14,748.00
M#27	Fair Drive/Del Mar Avenue Medians		
	(Fair & Del Mar at Newport Blvd)		
	6,537 Sq. Ft. Hardscape	$ 12.00	$ 144.00
M#28	Fairview Road Medians		
	(Newport to Sunflower)		
	1.40 Acres Turf	$ 1,210.00	$ 14,520.00
	1,710 Sq. Ft. Planters	$ 22.00	$ 264.00
	23,818 Sq. Ft. Hardscape	$ 31.00	$ 372.00
	_____Sq. Ft. Slope	$ 21.00	$ 252.00
	Subtotal for M#28	$ 1,384.00	$ 16,608.00

Site #	**Site Name**	**Monthly Price**	**Annual Price**

M#29	Golf Course Drive Parkway & Medians		
	(Mesa Verde to Tanager)		
	3,589 Sq. Ft. Planters	$ 45.00	$ 540.00
	815 Sq. Ft. Hardscape	$ 8.00	$ 96.00
	Subtotal for M#29	$ 53.00	$ 636.00
M#30	Harbor Blvd Medians		
	(W 19th to Newport Blvd)		
	2,480 Sq. Ft. Hardscape	$ 9.00	$ 108.00
M#31	Harbor Blvd Medians		
	(Wilson to MacArthur)		
	1.20 Acres Turf	$ 1,054.00	$ 12,648.00
	1.19 Acres Hardscape	$ 200.00	$ 2,400.00
	Subtotal for M#31	$ 1,354.00	$ 16,248.00
M#32	Hyland Avenue		
	(East of I-405 Freeway)		
	_____Hardscape	$ 21.00	$ 252.00
M#33	Loren Lane/Watson Avenue		
	(Hardscape & Tree Wells North of		
	Baker Street)		
	2,600 Sq. Ft.	$ 29.00	$ 348.00

M#34	Merrimac Way Parkway Easement		
	(Across from Orange Coast College)		
	_____Sq. Ft.	$ 19.00	$ 228.00
M#35	Merrimac Way Medians		
	(Harbor to Fairview)		
	0.27 Acres Turf	$ 430.00	$ 5,160.00
	7,017 Sq. Ft. Hardscape	$ 9.00	$ 108.00
	Subtotal for M#35	$ 439.00	$ 5,268.00
M#36	Mesa Verde Drive Parkways & Medians		
	(Adams Ave. to Adams Ave.)		
	1.77 Acres Turf	$ 1,573.00	$ 18,876.00
	1,478 Sq. Ft. Hardscape	$ 10.00	$ 120.00
	Subtotal for M#36	$ 1,683.00	$ 20,196.00
M#37	Mesa Verde Drive East Medians		
	(Harbor Blvd. to Adams Ave.)		
	1,062 Sq. Ft. Turf	$ 40.00	$ 480.00
	930 Sq. Ft. Hardscape	$ 5.00	$ 60.00
	Subtotal for M#37	$ 45.00	$ 540.00
Site #	**Site Name**	**Monthly Price**	**Annual Price**
M#38	Newport Blvd. Drainage Swale		

	(17th Street to 18th Street)		
	_____Sq. Ft.	$ 31.00	$ 372.00
M#39	Newport Blvd Parkways & Medians		
	(Industrial to 19th Street)		
	0.51 Acres Turf	$ 830.00	$ 9,960.00
	2.42 Acres Planters	$ 1,307.00	$ 15,684.00
	10,643 Sq. Ft. Hardscape	$ 12.00	$ 144.00
	Subtotal for M#39	$ 2,149.00	$ 25,788.00
M#40	Newport Blvd. Cal Trans Easements		
	(19th Street to Bristol Street both sides)		
	_____Easements	$ 97.00	$ 1,164.00
M#41	Peterson Way Median		
	(At Harbor Blvd)		
	434 Sq. Hardscape	$ 5.00	$ 60.00
M#42	Redhill Median		
	(At Airport Loop)		
	7,780 Sq. Ft. Turf	$ 280.00	$ 3,360.00
	3,000 Sq. Ft. Hardscape	$ 7.00	$ 84.00
	Subtotal for M#42	$ 287.00	$ 3,444.00
M#43	Red Hill Slope		

	(At Airport Loop & Pullman)		
	1.92 Acres Slope	$ 271.00	$ 3,252.00
M#44	Sakioka Drive Medians		
	(Sunflower to Anton)		
	0.13 Acres Turf	$ 211.00	$ 2,532.00
	1,980 Sq. Ft. Hardscape	$ 6.00	$ 72.00
	Subtotal for M#44	$ 217.00	$ 2,604.00
M#45	South Coast Drive Medians		
	(Harbor Blvd. To Bear Street)		
	0.66 Acres Turf	$ 1,065.00	$ 12,780.00
	1,590 Sq. Ft. Hardscape	$ 10.00	$ 120.00
	Subtotal for M#45	$ 1,075.00	$ 12,900.00
M#46	Sunflower Avenue Parkways		
	(At Smalley Road)		
	0.62 Acres Planters	$ 390.00	$ 4,680.00
M#47	Sunflower Medians		
	(Harbor to Main)		
	0.53 Acres Turf	$ 853.00	$ 10,236.00
	0.41 Acres Hardscape	$ 45.00	$ 540.00
	Subtotal for M#47	$ 898.00	$ 10,776.00

Site #	Site Name	Monthly Price	Annual Price
M#48	Susan Street Medians		
	(I-405 Off-Ramp to Sunflower Avenue		
	0.17 Acres Turf	$ 274.00	$ 3,288.00
	7,720 Sq. Ft. Hardscape	$ 18.00	$ 216.00
	Subtotal for M#48	**$ 292.00**	**$ 3,504.00**
M#49	Tanager Drive Parkways	$ 31.00	$ 372.00
	_____Sq. Ft. Planters	$ 22.00	$ 264.00
	Subtotal for M#49	**$ 53.00**	**$ 636.00**
M#50	Victoria Street Parkways & Medians		
	(Harbor Blvd. To Canyon)		
	5.01 Acres Planters	$ 3,161.00	$ 37,932.00
	0.38 Acres Turf	$ 419.00	$ 5,028.00
	3,324 Sq. Ft. Hardscape	$ 19.00	$ 228.00
	Subtotal for M#50	**$ 3,599.00**	**$ 43,188.00**
	TOTAL DETAILED PRICING FOR M#1 THROUGH M#50	**$ 19,100.00**	**$ 229,200.00**

(Enter Total Detailed Pricing amount in the Medians and Parkways Section #1 of the Recap Page)

Note: The City shall not be held accountable for accuracy of measurements. Contractor shall independently verify all quantities.

PARKS

BIDDER'S NAME Merchants Landscape

DETAILED PRICING FOR COMPLETE LANDSCAPE & SPECIALTY MAINTENANCE FOR NEIGHBORHOOD PARKS SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
P#1	Balearic Center		
	1975 Balearic Drive		
	1.45 Acres Slope Area	$ 477.00	$ 5,724.00
P#2	Brentwood Park		
	265 Monte Vista Avenue		
	1.94 Acres Turf	$ 638.00	$ 7,656.00
P#3	Canyon Park		
	970 Arbor Street		
	4.51 Acres Turf	$ 1,183.00	$ 14,196.00
	120.00 Acres Natural Habitat	$ 300.00	$ 3,600.00
	Subtotal for P#3	$ 1,483.00	$ 17,796.00
P#4	Civic Center Park		
	111 Fair Drive		
	2.60 Acres Turf	$ 605.00	$ 7,260.00
P#5	Community Garden		
	523 Hamilton Street		

	3,100 Sq. Ft. Turf	$	120.00	$	1,440.00
	1,900 Sq. Ft. Planters	$	25.00	$	300.00
	Subtotal for P#5	$	145.00	$	1,740.00
P#6	Del Mesa Park				
	3120 Manistee Drive				
	2.00 Acres Turf	$	728.00	$	8,736.00
	_____Sq. Ft. Concrete Swale	$	30.00	$	360.00
	Subtotal for P#6	$	758.00	$	9,096.00
P#7	Estancia Park				
	1900 Adams Avenue				
	4.5 Acres Turf	$	1,720.00	$	20,640.00
	_____Sq. Ft. Slopes	$	110.00	$	1,320.00
	Subtotal for P#7	$	1,830.00	$	21,960.00

Site #	Site Name	Monthly Price	Annual Price
P#8	Fairview Park		
	2501 Placentia Avenue		
	11.34 Acres Turf	$ 1,750.00	$ 21,000.00
	60.00 Acres Riparian Habitat	$ 4,200.00	$ 50,400.00
	100.00 Acres Fairview Bluff	$ 565.00	$ 6,780.00
	_____Sq. Ft. Bridge	$ 20.00	$ 240.00
	Subtotal for P#8	$ 6,535.00	$ 78,420.00
P#9	Gisler Park		
	1250 Gisler Avenue		
	3.37 Acres Turf	$ 485.00	$ 5,820.00
	18,500 Sq. Ft. Slope area along	$ 120.00	$ 1,440.00
	Fairview & N of McCormack Avenue		
	Sound Wall Easement on the N side of	$ 75.00	$ 900.00
	Park		
	Subtotal for P#9	$ 680.00	$ 8,160.00
P#10	Harper Park		
	0.22 Acres Turf	$ 85.00	$ 1,020.00
P#11	Heller Park		
	257 E. 16th Street		
	1.94 Acres Turf	$ 933.00	$ 11,196.00
	_____Sq. Ft. Planters	$ 105.00	$ 1,260.00

	Subtotal for P#11	$ 1,038.00	$ 12,456.00
P#12	Jordan Park		
	2141 Tustin Avenue		
	1.46 Acres Turf	$ 420.00	$ 5,040.00
	_____Sq. Ft. Planters	$ 61.00	$ 732.00
	Subtotal for P#12	$ 481.00	$ 5,772.00
P#13	Ketchum-Libolt Park		
	2150 Maple Street		
	2,800 Sq. Ft. Turf	$ 100.00	$ 1,200.00
	2,900 Sq. Ft. Planters	$ 23.00	$ 276.00
	Subtotal for P#13	$ 123.00	$ 1,476.00
P#14	Lindbergh Park		
	220 23rd Street		
	5.15 Acres Turf	$ 1,120.00	$ 13,440.00
P#15	Lions Park		
	570 W. 18th Street		
	5.50 Acres Turf	$ 3,670.00	$ 44,040.00

This includes all Turf & Planter areas at Downtown Recreation Center (DRC), Neighborhood Community Center (NCC) and the Costa Mesa Library.

Site #	Site Name	Monthly Price	Annual Price

P#16	Marina View Park		
	1035 W. 19th Street		
	1.42 Acres Turf	$ 510.00	$ 6,120.00
	_____Sq. Ft. Slope	$ 57.00	$ 684.00
	Subtotal for P#16	**$ 567.00**	**$ 6,804.00**
P#17	Mesa Verde Park		
	1795 Samar Drive		
	1.97 Acres Turf	$ 448.00	$ 5,376.00
P#18	Moon Park		
	3377 California Street		
	1.06 Acres Turf	$ 341.00	$ 4,092.00
	_____Sq. Ft. Planters	$ 47.00	$ 564.00
	Subtotal for P#18	**$ 388.00**	**$ 4,656.00**
P#19	Paularino Park		
	1040 Paularino Avenue		
	1.95 Acres Turf	$ 561.00	$ 6,732.00
	_____Sq. Ft. Planters	$ 30.00	$ 360.00
	_____Sq. Ft. Drainage Swale	$ 10.00	$ 120.00
	Subtotal for P#19	**$ 601.00**	**$ 7,212.00**
P#20	Pinkley Park		

	360 Ogle Street		
	2.43 Acres Turf	$ 691.00	$ 8,292.00
P#21	Raleigh Park		
	(On Raleigh between Wilson and		
	Victoria Street)		
	2,000 Sq. Ft. Turf	$ 95.00	$ 1,140.00
	3,000 St. Ft. Planters	$ 10.00	$ 120.00
	Subtotal for P#21	$ 105.00	$ 1,260.00
P#22	Shalimar Park		
	5,700 Total Sq. Ft.	$ 70.00	$ 840.00
	500 Sq. Ft. Planter	$ 10.00	$ 120.00
		[illegible]	[illegible]
	Subtotal for P#22	$ 980.00	$ 11,960.00
P#23	Shiffer Park		
	3143 Bear Street		
	1.77 Acres Turf	$ 920.00	$ 11,040.00
	9,600 Sq. Ft. Slope Planter	$ 15.00	$ 180.00
	Subtotal for P#23	$ 935.00	$ 11,220.00

Site #	Site Name	Monthly Price	Annual Price
P#24	Smallwood Park		
	1646 Corsica Place		
	2.50 Acres Turf	$ 1,180.00	$ 14,160.00
P#25	Suburbia II Park		
	3302 Alabama Circle		
	0.69 Acres Turf	$ 227.00	$ 2,724.00
P#26	Tanager Park		
	1780 Hummingbird Drive		
	7.51 Acres Turf	$ 927.00	$ 11,124.00
	_____Sq. Ft. Planters	$ 86.00	$ 1,032.00
	_____D.G. Paths	$ 15.00	$ 180.00
	Subtotal for P#26	$ 1,028.00	$ 12,336.00
P#27	Tewinkle Park		
	970 Arlington Drive		
	22.39 Acres Turf	$ 12,263.00	$147,156.00
	(Includes Tewinkle Bark Park and Tewinkle Skate Park.)		
	_____Sq. Ft. Planters	$ 376.00	$ 4,512.00
	(Includes planter on Presidio Square & planters on the East side of park, adjacent to the Residential homes & Air National Guard; and both planters south of the main entrance to TW Bark Park.)		
	_____Trimming	$ 215.00	$ 2,580.00
	(Includes trimming of trees in planters inside of TW Bark Park and plants that surround the		

	TW Tennis Center.)		
	0.55 Acres Slope Area	$ 246.00	$ 2,952.00
	_____Sq. Ft. Concrete Swales	$ 20.00	$ 240.00
	Subtotal for P#27	**$** 13,120.00	**$** 157,440.00
P#28	Vista Park		
	1200 Victoria Street		
	6.46 Acres Turf	$ 1,545.00	$ 18,540.00
	_____Sq. Ft. Planters	$ 46.00	$ 552.00
	0.87 Acres Slope Area	$ 130.00	$ 1,560.00
	Subtotal for P#28	**$** 1,721.00	**$** 20,652.00
P#29	Wakeham Park		
	3400 Smalley Road		
	8.24 Acres Turf	$ 1,755.00	$ 21,060.00
	_____Sq. Ft. Planters	$ 130.00	$ 1,560.00
	Subtotal for P#29	**$** 1,885.00	**$** 22,620.00
P#30	Wilson Park		
	360 W. Wilson Street		
	1.97 Acres Turf	$ 1,015.00	$ 12,180.00

Site #	Site Name	Monthly Price	Annual Price
P#31	Wimbledon Park		
	3440 Wimbledon Way		
	2.75 Acres Turf	$ 525.00	$ 6,300.00
	_____Sq. Ft. Planters	$ 45.00	$ 540.00
	Subtotal for P#31	$ 570.00	$ 6,840.00
	TOTAL DETAILED PRICING FOR P#1 THROUGH P#31	$ 44,229.00	$ 530,740.00

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

Note: The City shall not be held accountable for accuracy of measurements. Contractor shall independently verify all quantities.

SPORTS FIELDS

BIDDER'S NAME Merchants Landscape

DETAILED PRICING FOR COMPLETE LANDSCAPE AND TURF AND SPECIALTY MAINTENANCE OF SPORTS TURF SERVICE AREAS

Site #	Site Name	Monthly Price	Annual Price
SP#1	Balearic Center		
	1975 Balearic Drive		
	8.00 Acres Turf	$ 1,620.00	$ 19,440.00
SP#2	Luke Davis Field at Lions Park		
	870 W. 18th Street		
	3.00 Acres Turf	$ 1,710.00	$ 20,520.00
SP#3	The Farm Sports Complex		
	2750 Fairview Road		
	14.70 Acres Turf	$ 3,090.00	$ 37,080.00
	1.04 Acres Planters	$ 310.00	$ 3,720.00
	Subtotal for SP#3	$ 3,400.00	$ 40,800.00
SP#4	Fairview Developmental Center		
	2501 Harbor Blvd.		
	5.50 Acres Turf	$ 950.00	$ 11,400.00
SP#5	Smallwood Park Ball Field		
	(Includes edging all brick dust areas)	$ 1,085.00	$ 13,020.00

SP#6	Tewinkle Park Athletic Complex		
	980 Arlington Drive		
	5.80 Acres Turf	$ 3,910.00	$ 46,920.00
	_____Sq. Ft. Planters	$ 45.00	$ 540.00
	(Includes edging all brick dust areas)		
	Subtotal for SP#6	**$ 3,955.00**	**$ 47,460.00**
	TOTAL DETAILED PRICING FOR SP#1 THROUGH SP#6	**$ 12,720.00**	**$ 152,640.00**

(Enter Total Detailed Pricing amount in the Sports Turf Section #2 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all indentified sites.

EXTRA WORK BID PRICING

BIDDER'S NAME Merchants Landscape

LANDSCAPE MAINTENANCE EXTRA WORK BID FORM

LANDSCAPE MAINTENANCE

Landscape	Sq. Ft. Cost Per Month	$ .01
	Acre Cost Per Month	$ 435.00
Vegetation Mgt. (mowing)	Acre Cost Per Occurrence	$ 375.00

SPORTS TURF MAINTENANCE

Turf	Sq. Ft. Cost Per Month	$ .01
	Acre Cost Per Month	$ 435.00
Ball Field (Infield approx. 7,000 Sq. Ft.)	Per Ball Field	$ 55.00

EXTRA WORK HOURLY RATES

	REGULAR TIME	OVERTIME
Foreman	$ 25.00	$ 37.50
Laborer	$ 20.00	$ 30.00

Specialty Personnel		
Irrigation Tech	$ 35.00	$ 52.50
Irrigation Laborer	$ 20.00	$ 30.00
Pesticide Applicator	$ 38.00	$ 57.00
Special Event Staff	$ 22.00	$ 33.00

NON SPORTS TURF MAINTENANCE	**UNIT COST**	
Mowing	Cost Per Acre	$ 60.00
Edge and Trim	Cost Per 1,000 Linear Feet	$ 8.00
Fertilization Placement Only	Cost Per Acre	$ 35.00
Fertilization Material Only	Cost Per Acre	$ 110.00
Aerification (Including removal or shattering of cores)	Cost Per Acre	$ 150.00
Thatching (Including removal)	Cost Per Acre	$ 825.00
Weed Control	Cost Per 1,000 Sq. Ft.	$ 4.00
	Cost Per Acre	$ 175.00
Pest Control	Cost Per 1,000 Sq. Ft.	$ 25.00

	Cost Per Acre	$ 1,000.00

LANDSCAPE MAINTENANCE

Edge and Trim	Cost Per 1,000 Linear Feet	$ 8.00
Weed and Clean Up	Cost Per 1,000 Sq. Ft.	$ 20.00
Fertilization Placement Only	Cost Per Acre	$ 35.00
Fertilization Material Only	Cost Per Acre	$ 110.00
Pest Control	Cost Per 1,000 Sq. Ft.	$ 25.00
	Cost Per Acre	$ 1,000.00
Pruning (Shrubs)	Cost Per 1,000 Sq. Ft.	$ 16.00
Vertical Mulch Trees	Cost Each	$ 30.00
Vegetation Removal	Cost Per Acre	$ 1,400.00
Soil Drench (Trees)	Cost Each	$ 30.00
Inject (Trees)	Cost Each	$ 30.00

Irrigation Repairs	Cost Per Hour	$ 38.00
Clean Hardscape/Sidewalks	Cost Per Sq. Ft.	$ .02

SPORTS TURF MAINTENANCE

Mowing	Cost Per Acre	$ 75.00
Trim and Edge	Cost Per Linear Foot	$ .01
Fertilization Placement Only	Cost Per Acre	$ 35.00
Fertilization Material Only	Cost Per Acre	$ 110.00
Aerification (with core removal)	Cost Per Acre	$ 150.00
Topdressing	Cost Per Acre	$ 700.00
Topdressing Material Only	Cost Per Ton	$ 40.00

SPORTS TURF MAINTENANCE CONTINUED

Thatching (including removal)	Cost Per Acre	$ 725.00
Weed Control	Cost Per 1,000 Sq. Ft.	$ 4.00
	Cost Per Acre	$ 175.00
Pruning Shrubs	Cost Per 1,000 Sq. Ft.	$ 16.00

	Cost Per Acre	$ 700.00

PLANT MATERIAL (Complete pricing including labor and material)

Annual Color (4" container)	Cost Each	$ 1.37
Perennial Color (4" container)	Cost Each	$ 2.20
Ground Cover	Cost Per Flat	$ 19.00
One (1) Gallon	Cost Each	$ 8.00
Five (5) Gallon	Cost Each	$ 18.00
Fifteen (15) Gallon	Cost Each	$ 55.00
24" Box Tree	Cost Each	$ 275.00
36" Box Tree	Cost Each	$ 850.00
Seeded Turf	Cost Per Sq. Ft.	$ .02
Sodded Turf	Cost Per Sq. Ft.	$ 0.98
Stolonized Turf	Cost Per Sq. Ft.	$ .08
Hydroseed	Cost Per Sq. Ft.	$ .05

MISCELLANEOUS ITEMS

Paper Hand Towels	Cost Per Case	$ 32.00
C-Fold Paper Hand Towels	Cost Per Case	
for Balearic Center only	Cost Per Case	$ 30.00
Jumbo Toilet Tissue	Cost Per Case	$ 65.00
2-Ply Toilet Tissue	Cost Per Case	$ 55.00
Trash Can Liners	Cost Per Case	$ 22.00
American Flags	Cost Each	$ 75.00
Playground Sand	Cost Per Ton	$ 60.00
Wood Chips	Cost Per Ton	$ 60.00
D.G. (Decomposed Granite)	Cost Per Ton	$ 85.00
Mulch	Cost Per Ton	$ 48.00
Paint (for Ball Fields)	Cost Per Case	$ 65.00
Dog Waste Bags	Cost Per Case	$ 85.00

NOTE: The Contractor will not be allowed to store any materials in the City Corporation Yard or at any City site, unless authorized by the City Representative.

(Enter Total Detailed Pricing amount in the Medians and Parkways Section #1 of the Recap Page)

Note: The City shall not be held accountable for measurements. It is up to the Contractor to verify all Indentified sites.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bolton & Company
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.boltonco.com 0008309

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): 626-583-2125
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property & Casualty Company of Am	
INSURER B: Safety National Casualty Corporation	
INSURER C: Federal Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** 12217785 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6308043N684TIL	6/1/2011	6/1/2012	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	☐ CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY			810329D1831TIL	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
A	☐ UMBRELLA LIAB ✓ OCCUR			CUP8043N684TIL	6/1/2011	6/1/2012	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ☐ RETENTION $0							$
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4043975 Excess WC (CA)	4/24/2011	4/24/2012	✓ WC STATU-TORY LIMITS ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A		YUB598M601112 (AOS)	1/1/2012	1/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	EmpleyeeTheft /Forgery			81585028	6/1/2011	6/1/2012	Limit $1 MIL/Ded. $25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.
Evidence of Insurance.

CERTIFICATE HOLDER

Evidence of Insurance.
SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cheryl Fela

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EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the PARKS AND LANDSCAPE MAINTENANCE RFP at any time after December 16, 2011.

OR

I certify that Proposer or Proposer's representatives have communicated after December 16, 2011 with a City Councilmember concerning the Parks and Landscape Maintenance RFP. A copy of all such communications is attached to this form for public distribution.

_____

State Of California
Consumer Affairs
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **765658** Entity CORP

Business Name MERCHANTS LANDSCAPE SERVICES INC

Classification(s) C27

Expiration Date 07/31/2013 www.cslb.ca.gov

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

ISSUED: January 01, 2012
EXPIRES: December 31, 2013

PEST CONTROL BUSINESS BRANCH LICENSE

LICENSE NO. 32308

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

MERCHANTS LANDSCAPE SERVICES
1015 S. LYON ST.
SANTA ANA, CA 92705

Business Location

MERCHANTS LANDSCAPE SERVICES
1639 C EAST EDINGER
SANTA ANA, CA 92705

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

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2012

VALID THROUGH
12/31/2013

QAL 98950
PATRICK A SIMMSGEIGER
27324 CAMINO CAPISTRANO #213
LAGUNA NIGUEL CA 92677

F

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2011

VALID THROUGH
12/31/2012

QAL 122755
ERNESTO M LEIJA
11900 1/2 LAMBERT AVE
EL MONTE CA 91732

BC

EXHIBIT B

UNIT COST PROPOSAL

PRICE PROPOSAL SUMMARY FORM

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

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

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the request for proposal, specifications, and the proposal forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. It is the responsibility of the Proposer to make all measurements to determine his Proposal price. The City of Costa Mesa will not be responsible for determining the quantities of materials necessary to complete the work specified.

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

Price Sheet	Service Area	Monthly Total	Annual Total
#1	Facilities	$ 2,871.00	$ 34,452.00
#2	Fire Stations	$ 1,065.00	$ 12,780.00

#3	Medians and Parkways	$ 19,100.00	$ 229,200.00
#4	Parks	$ 44,229.00	$ 530,748.00
#5	Sports Turf	$ 12,720.00	$ 152,640.00
#6	Misc. Items	**N/A**	**N/A**
	Grand Total	$ 79,985.00	$ 959,820.00

IMPORTANT PAYMENT TERMS:

City payment terms: Net 30.

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

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

Merchants Landscape Services, Inc.	
Bidder Name (Person, Firm, Corp.)	Signature of Authorized Representative
1510 S. Lyon St.	Mark Brower
Address	Name of Authorized Representative
Santa Ana, CA. 92705	President
City, State, Zip Code	Title of Authorized Representative

EXHIBIT C

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

    b. 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;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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