

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Contractor”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit “A” (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 Sections 1090-1092 of the California Government Code, 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 CONTRACTOR

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

1.2. Professional Practices. All professional services to be provided by Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors 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.

1.7. 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager for this Project, prior to Contractor 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. Contractor may submit invoices to the City 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, 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 Contractor'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 unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. At the conclusion of the final term of the Agreement, the City Manager shall have the authority to consent to an extension of the Agreement for a reasonable period of time, on a month to month basis, under the same terms, until a new Agreement is awarded.

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverage with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent Contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business 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 for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor 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 commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. 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. Contractor shall provide to City certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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 Contractor 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 or her 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 CONTRACTOR:

IF TO CITY:

Tel: _____
Fax: _____
Attn: _____

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

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions

contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Contractor shall secure, at its sole 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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.

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

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. 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 any document, 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 document referenced.

6.19. 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.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

6.25. 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 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.

6.26. 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.

6.27. 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

Thomas Hatch, Chief Executive Officer

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ernesto Munoz

Date: _____

Director of Public Services

Date: _____

Bid for City of Costa Mesa
Landscape Maintenance Contract
Bid No. 14-4657

Presented to



City of Costa Mesa

Submitted By

 **COMPLETE**
LANDSCAPE CARE, INC.

"Greener Cities are Cleaner Cities"

January 8, 2015

BIDDER'S SECURITY BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Complete Landscape Care, Inc. as principals,
and Nationwide Mutual Insurance Company as surety, are held and
firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of
the State of California and situated in Orange County in the sum of
Ten Percent of Amount Bid (\$ 10%) to be paid to the
City, its successors and assigns, for which payment well and truly to be made, we bind
ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, Complete Landscape
Care, Inc.
That is the certain proposal of the above bounden, Complete Landscape Care, Inc., if accepted
by the City of Costa Mesa, and if the above bounden, Complete Landscape Care, Inc., his heirs,
executors, administrators, successors and assigns, shall duly enter into and execute a contract
for such materials and services and the FAITHFUL PAYMENT PERFORMANCE BOND
described within ten (10) days from the date of the mailing of a notice of the above bounden,
Complete Landscape Care, Inc. by and from the City, that said contract is ready for execution,
then this obligation shall become null and void; otherwise it shall be and remain in full force and
virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 7th day of January, 2015

Complete Landscape Care, Inc.

By James Murray
Nationwide Mutual Insurance Company

By Shauna Lucero
Shauna Lucero, Attorney-in-Fact

J.M.
Bidder's Initials

ACKNOWLEDGMENT

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

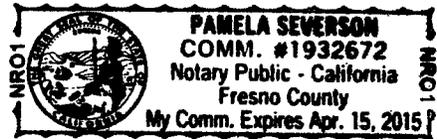
State of California
County of Fresno

On 7th January, 2015 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Pamela Severson (Seal)

RE: Complete landscape case

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Shauna Lucero Fresno, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100

\$1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Sandy Alitz

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 7th day of January, 2015.

Robert W Horner III
Secretary

This Power of Attorney Expires March 24, 2017

References

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

City of Santa Fe Springs 11710 E. Telegraph Rd. Santa Fe Springs, CA 90670
Contact: Heleo Espinoza (562) 755-5847 Contract Amount: \$82,593.08 Monthly

City of Bell Gardens 7100 S. Garfield Ave. Bell Gardens, CA 90201

Contact: Carlos Marin (562) 755-9858 Contract Amount: \$11,806.21 Monthly

City of Downey 12324 Bellflower Blvd. Bell Gardens, CA 90201

Contact: Grissel Chavez (562) 904-7196 Contract Amount: \$16,399.42 Monthly

Bidder's Statement of Past Contract Disqualifications

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

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

B. If yes, explain the circumstance(s):

Independent Price Determination

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


Authorized Signature

Council Policy – Drug-Free Workplace

CITY OF COSTA MESA, CALIFORNIA COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will 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;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.

D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.

F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.

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

2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

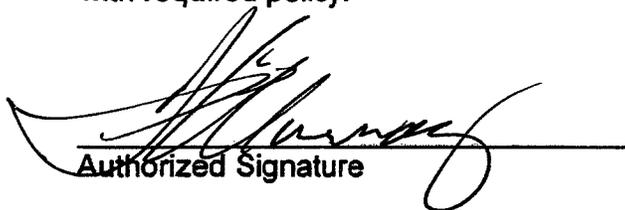
B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

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

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

Drug-Free Workplace Acknowledgement

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


Authorized Signature

License Information

Individual/Firm Name: Complete Landscape Care, Inc

State Contractor C-27 License #: 756703

Expiration Date: 12/31/16

County of Orange Business License for Pest Control #: 31405

Pest Control Advisor License #: _____

Name of Individual and License Number: _____

Expiration Date: _____

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

Name of Individual and License Number: Juan Sanchez 132966 Category B

Expiration date: 12/31/2015

Signing this 5th day of January, 2014

By:  _____

Thomas Murray President/CEO

Print Name and Title

Address: 13316 Leffingwell RD. Whittier, CA 90605

Telephone: (562) 946-4441

BIDDER TO INCLUDE WITH THE BID SUBMITTAL COPIES OF LICENSES LISTED BELOW:

**CALIFORNIA C-27 LICENSE
CA DPR PEST CONTROL ADVISOR LICENSE(S)
CA DPR QUALIFIED APPLICATOR CERTIFICATE(S) and/or LICENSE(S)**



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

756703

Entity **CORP**

Business Name

COMPLETE LANDSCAPE CARE INC

Classification

C27

Expiration Date

12/31/2016

www.csib.ca.gov



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

06/06/2014

VALID THROUGH

12/31/2015

QAL

132966

B

JUAN M SANCHEZ
13316 LEFFINGWELL RD
WHITTIER CA 90605



Statement of Ability to Meet Insurance Requirements

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



Authorized Signature

Arch Insurance Company/Landscape Contractor's Insurance Services
Name of Insurance Company/Broker

Thomas Murray
Print Name of Authorized Signer

Rhonda Scow
Insurance Company/Broker

President/Ceo
Title of Authorized Signer

1835 N. Fine Ave. Fresno, CA 93727
Address

Complete Landscape Care, Inc.
Name of Company

(559) 650-3555
Insurance Company/Broker Telephone

Requested Company Information:

1. Length of time your firm has been in business: 16 Years
2. Length of time at current location: 8 Years

BID SUMMARY FORM

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

Location of sites and areas to be maintained are listed in Detailed Pricing Sheets.

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

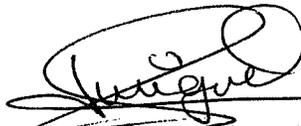
AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Bidders are expected to carefully examine the site of the proposed work, the proposal, specifications, and the bid 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 bidder to make all measurements to determine his/her bid price. The City of Costa Mesa will not be responsible for determining the areas, or quantities of materials necessary to complete the work specified.

Bidder's Acknowledgement of His/Her 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 addenda. The undersigned Bidder agrees he/she 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.

Juan Sanchez
Complete Landscape Care, Inc.
Bidder Name (Person, Firm, Corporation)


Signature of Authorized Representative

13316 Leffingwell Rd.
Address

Juan Sanchez
Name of Authorized Representative

Whittier, CA 90605
City, State, Zip Code

Account Manager
Title of Authorized Representative

(562) 946-4441
Telephone Number

(562) 941-9943
Facsimile Number

DETAILED BID PRICING

****Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling & disposal fees, profit, overhead and all other necessary resources to complete the contract requirements as specified.**

Price Sheet	Service Areas	Monthly Total	Annual Total
#1	Parkways & Medians	\$ 11,772.00	\$ 141,264.00
#2	Fire Stations	\$ 2,800.00	\$ 33,600.00
#3	Miscellaneous Areas	\$ 8,850.00	\$ 106,200.00
#4	Parks & Facilities	\$ 26,919.00	\$ 323,028.00
#5	Sports Fields	\$ 8,550.00	\$ 102,600.00
#6	Extra Work Pricing	\$ N/A	\$ N/A
	GRAND TOTAL	\$ 58,891.00	\$ 706,692.00

*PLEASE NOTE: WE ARE OFFERING A 2% DISCOUNT IF CURRENT MONTHLY MAINTENANCE INVOICE IS PAID ON/OR BEFORE THE 10TH OF THE FOLLOWING MONTH.

Detailed Bid Pricing for:

- **Parkways & Medians**
- **Fire Stations**
- **Miscellaneous Areas**
- **Parks & Facilities**
- **Sports Fields**
- **Extra Work Items**

Detailed Pricing Sheet #1

PARKWAY AND MEDIAN SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-01	16th Street @ Superior Avenue (2,400 Sq. Ft. Hardscape)	\$ <u>24.00</u>	\$ <u>288.00</u>
M-02	East 17th Street Median (@ Fullerton Avenue) (1,470 Sq. Ft. Turf)	\$ <u>22.00</u>	\$ <u>264.00</u>
M-03	17th Street Medians @ Newport Blvd (2 hardscape medians e/o Newport Blvd) (1 hardscape median w/o Newport Blvd) (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-04	17th Street Parkways & Medians (Orange Avenue to Santa Ana Avenue) (2,644 Sq. Ft. Hardscape)	\$ <u>26.00</u>	\$ <u>312.00</u>
	(3,524 Sq. Ft. Planters)	\$ <u>71.00</u>	\$ <u>852.00</u>
M-05	West 19th Street Parkway (@ Whittier Avenue) (2,870 Sq. Ft. Turf)	\$ <u>80.00</u>	\$ <u>960.00</u>
M-06	E. 19th Street Medians (Park Avenue to Fullerton Avenue) (7,850 Sq. Ft. Planters)	\$ <u>157.00</u>	\$ <u>1,884.00</u>
	(3,342 Sq. Ft. Hardscape)	\$ <u>33.00</u>	\$ <u>369.00</u>
M-07	19th Street @ Newport Boulevard (NW corner) (1,200 Sq. Ft. Planter)	\$ <u>24.00</u>	\$ <u>288.00</u>
M-08	W. 19th Street Parkways & Medians (Park Avenue to Placentia Avenue) (19,000 Sq. Ft. Planters)	\$ <u>380.00</u>	\$ <u>4,560.00</u>
	(1,500 Sq. Ft. Hardscape)	\$ <u>15.00</u>	\$ <u>180.00</u>
Subtotal M-01 thru M-08		\$ <u>852.00</u>	\$ <u>10,224.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-09	Adams Avenue Parkways & Medians (Albatross Drive to Santa Ana River) (0.05 Acres Turf)	\$ <u>20.00</u>	\$ <u>240.00</u>
	(1,446 Sq. Ft. Planters)	\$ <u>29.00</u>	\$ <u>348.00</u>
	(483 Sq. Ft. Hardscape)	\$ <u>10.00</u>	\$ <u>120.00</u>
M-10	Adams Avenue Medians (Mesa Verde Drive West to Fairview Rd) (0.52 Acres Turf)	\$ <u>104.00</u>	\$ <u>1,248.00</u>
	(5,426 Sq. Ft. Planters)	\$ <u>108.00</u>	\$ <u>1,296.00</u>
	(12,848 Sq. Ft. Hardscape)	\$ <u>128.00</u>	\$ <u>1,536.00</u>
M-11	Anton Boulevard Medians (Avenue of the Arts to Sunflower Ave) (0.35 Acres Turf)	\$ <u>70.00</u>	\$ <u>840.00</u>
	(5,236 Sq. Ft. Hardscape)	\$ <u>52.00</u>	\$ <u>624.00</u>
M-12	Arlington Drive Median (Arlington Dr. @ Newport Boulevard) (1,638 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-13	Baker Street Parkways (Babb Street to Fairview Road) (4,583 Sq. Ft. Planters)	\$ <u>92.00</u>	\$ <u>1,104.00</u>
M-14	Baker Street Median (@ 73 Freeway Overpass) (4,200 Sq. Ft. Hardscape)	\$ <u>42.00</u>	\$ <u>504.00</u>
M-15	Baker Street Median (@ 55 Freeway Overpass) (1,137 Sq. Ft. Hardscape)	\$ <u>11.00</u>	\$ <u>132.00</u>
M-16	Bear Street Median (@ Metro Pointe) (0.10 Acres Turf)	\$ <u>20.00</u>	\$ <u>240.00</u>
	(4,452 Sq. Ft. Hardscape)	\$ <u>44.00</u>	\$ <u>528.00</u>
Subtotal M-09 thru M-16		\$ <u>750.00</u>	\$ <u>9,000.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-17	Bear Street Parkways (north and south of Yukon Avenue west side) (8,981 Sq. Ft. Planter & 684 Sq. Ft. Frontage Planter)	\$ <u>194.00</u>	\$ <u>2,328.00</u>
M-18	Bristol Street Medians (Baker Street to Anton Avenue) (0.32 Acres Turf)	\$ <u>222.00</u>	\$ <u>2,664.00</u>
	(14,942 Sq. Ft. Hardscape)	\$ <u>150.00</u>	\$ <u>1,800.00</u>
M-19	Bristol Street / 405 Freeway Entrance (Triangular-shaped hardscape area located on the west side of Bristol Street @ 405 Freeway Entrance) (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-20	Bristol Street Medians (@ 55 Freeway Overpass) (11,672 Sq. Ft. Hardscape)	\$ <u>117.00</u>	\$ <u>1,404.00</u>
M-21	Bristol Street Medians (@ 73 Freeway Overpass) (4,134 Sq. Ft. Hardscape)	\$ <u>41.00</u>	\$ <u>492.00</u>
M-22	California Street Median (Iowa Street to Alaska Avenue) (3,809 Sq. Ft. Turf)	\$ <u>57.00</u>	\$ <u>684.00</u>
M-23	Canyon Drive Parkway (Sea Bluff Drive to Victoria Street west side) (1,245 Sq. Ft. Planters)	\$ <u>25.00</u>	\$ <u>300.00</u>
M-24	Coolidge Avenue Medians (Baker Street to Paularino Avenue) (8,400 Sq. Ft. Planters)	\$ <u>168.00</u>	\$ <u>2,016.00</u>
	(1,400 Sq. Ft. Hardscape)	\$ <u>14.00</u>	\$ <u>168.00</u>
M-25	Elden Avenue @ Del Mar Avenue (NW & NE corners) (1,100 Sq. Ft. Planters)	\$ <u>22.00</u>	\$ <u>264.00</u>
Subtotal M-17 thru M-25		\$ <u>1,030.00</u>	\$ <u>12,360.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Fair Drive Parkways (Harbor Boulevard to Fairview Road) (1.43 Acres Turf)	\$ <u>286.00</u>	\$ <u>3,432.00</u>
M-27	Fairview Road Medians (Newport Boulevard to Sunflower Ave) (1.40 Acres Turf)	\$ <u>280.00</u>	\$ <u>3,360.00</u>
	(1,710 Sq. Ft. Planters)	\$ <u>35.00</u>	\$ <u>420.00</u>
	(23,818 Sq. Ft. Hardscape)	\$ <u>239.00</u>	\$ <u>2,868.00</u>
M-28	Fairview Road @ I-405 Slope (@ Boise Way Circle) 11,319 Sq. Ft. Slope	\$ <u>226.00</u>	\$ <u>2,712.00</u>
	4,439 Sq. Ft. Planter)	\$ <u>89.00</u>	\$ <u>1,068.00</u>
	(west side of Fairview Road) 0.42 Acres Slope)	\$ <u>150.00</u>	\$ <u>1,800.00</u>
M-29	Golf Course Dr. Parkway & Medians (Mesa Verde Drive to Tanager Avenue) (3,589 Sq. Ft. Planters)	\$ <u>72.00</u>	\$ <u>864.00</u>
	(815 Sq. Ft. Hardscape)	\$ <u>8.00</u>	\$ <u>96.00</u>
M-30	Harbor Boulevard @ Adams Avenue Parkways & Medians (3,576 Sq. Ft. Hardscape)	\$ <u>36.00</u>	\$ <u>432.00</u>
	(8,663 Sq. Ft. Planters)	\$ <u>173.00</u>	\$ <u>2,076.00</u>
M-31	Harbor Boulevard Medians (North) (Wilson Street to Merrimac to Adams to MacArthur) (0.72 Acres Turf)	\$ <u>144.00</u>	\$ <u>1,728.00</u>
	(1.67 Acres Hardscape)	\$ <u>356.00</u>	\$ <u>4,272.00</u>
M-32	Harbor Boulevard Medians (South) (West 19 th Street to Newport Boulevard) (2,480 Sq. Ft. Hardscape)	\$ <u>25.00</u>	\$ <u>300.00</u>
Subtotal M-26 thru M-32		\$ <u>2,119.00</u>	\$ <u>25,428.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-33	Hyland Avenue @ South Coast Drive (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-34	Loren Lane @ Watson Avenue (2,600 Sq. Ft. Hardscape & Tree Wells north of Baker Street)	\$ <u>40.00</u>	\$ <u>480.00</u>
M-35	Merrimac Way Medians (Harbor Boulevard to Fairview Road) (0.27 Acres Turf)	\$ <u>54.00</u>	\$ <u>648.00</u>
	(7,017 Sq. Ft. Hardscape)	\$ <u>70.00</u>	\$ <u>840.00</u>
M-36	Mesa Verde Drive Parkways & Medians (Adams Avenue to Adams Avenue) (1.77 Acres Turf)	\$ <u>354.00</u>	\$ <u>4,248.00</u>
	(1,478 Sq. Ft. Hardscape)	\$ <u>16.00</u>	\$ <u>192.00</u>
M-37	Mesa Verde Drive East Medians (Harbor Boulevard to Adams Avenue) (1,062 Sq. Ft. Turf)	\$ <u>66.00</u>	\$ <u>792.00</u>
	(930 Sq. Ft. Hardscape)	\$ <u>9.00</u>	\$ <u>108.00</u>
M-38	Newport Boulevard Parkways & Medians (Industrial Way to 19 th Street) (0.51 Acres Turf)	\$ <u>102.00</u>	\$ <u>1,224.00</u>
	(3.12 Acres Planters)	\$ <u>1,200.00</u>	\$ <u>14,400.00</u>
	(10,643 Sq. Ft. Hardscape)	\$ <u>106.00</u>	\$ <u>1,272.00</u>
M-39	Newport Boulevard Easement (19 th St. to Bristol St. - northbound & southbound Freeway side adjacent to and paralleling 55 Freeway)		
	(2.45 Acres Easement & Planters)	\$ <u>918.00</u>	\$ <u>11,016.00</u>
M-40	Red Hill Avenue Median (@ Airport Loop Drive) (7,780 Sq. Ft. Turf)	\$ <u>116.00</u>	\$ <u>1,392.00</u>
	(3,000 Sq. Ft. Hardscape)	\$ <u>30.00</u>	\$ <u>360.00</u>
Subtotal M-33 thru M-40		\$ <u>3,101.00</u>	\$ <u>37,212.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-41	Sakioka Drive Medians (Sunflower Avenue to Anton Boulevard) (0.13 Acres Turf)	\$ <u>26.00</u>	\$ <u>312.00</u>
	(1,980 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-42	South Coast Drive Medians (Harbor Boulevard to Bear Street) (0.66 Acres Turf)	\$ <u>132.00</u>	\$ <u>1,584.00</u>
	(1,590 Sq. Ft. Hardscape)	\$ <u>16.00</u>	\$ <u>192.00</u>
M-43	Sunflower Avenue Parkways (@ Smalley Road) (26,824 Sq. Ft. Planters)	\$ <u>537.00</u>	\$ <u>6,444.00</u>
M-44	Sunflower Avenue Medians (Harbor Boulevard to Bear Street & Avenue of the Arts to Main Street) (0.53 Acres Turf)	\$ <u>106.00</u>	\$ <u>1,272.00</u>
	(17,938 Sq. Ft. Hardscape)	\$ <u>180.00</u>	\$ <u>2,160.00</u>
M-45	Susan Street Medians (Sunflower Ave. to Freeway Entrance) (0.17 Acres Turf)	\$ <u>34.00</u>	\$ <u>408.00</u>
	(7,720 Sq. Ft. Hardscape)	\$ <u>78.00</u>	\$ <u>936.00</u>
M-46	Tanager Drive Parkways (7,000 Sq. Ft. Planters)	\$ <u>140.00</u>	\$ <u>1,680.00</u>
M-47	Victoria Street Parkways & Medians (Harbor Boulevard to Canyon Drive) (5.01 Acres Planters)	\$ <u>1,875.00</u>	\$ <u>22,500.00</u>
	(0.38 Acres Turf)	\$ <u>46.00</u>	\$ <u>552.00</u>
	(3,324 Sq. Ft. Hardscape)	\$ <u>33.00</u>	\$ <u>396.00</u>
M-48	Yukon Avenue Parkways (north side of street; East and West of Klondike Drive) (6,015 Sq. Ft. Planters)	\$ <u>120.00</u>	\$ <u>1,440.00</u>
M-49	Pullman Street Slope (1.54 Acres Slope)	\$ <u>577.00</u>	\$ <u>6,924.00</u>
Subtotal M-41 thru M-49		\$ <u>3,920.00</u>	\$ <u>47,040.00</u>

**TOTAL DETAILED PRICING SHEET #1
(M-1 thru M-49)**

\$ 11,772.00

\$ 141,264.00

****Enter Total Detailed Pricing amount in the Parkways and Medians Section #1 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #2
FIRE STATION SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-1	Royal Palm Drive Fire Station 2803 Royal Palm Drive (6,729 Sq. Ft. Turf)	\$ <u>189.00</u>	\$ <u>2,268.00</u>
	(3,069 Sq. Ft. Planters)	\$ <u>86.00</u>	\$ <u>1,032.00</u>
	Subtotal FS-1	\$ <u>275.00</u>	\$ <u>3,300.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-2	Baker Street Fire Station 800 Baker Street (1,982 Sq. Ft. Turf)	\$ <u>148.00</u>	\$ <u>1,776.00</u>
	(517 Sq. Ft. Planters)	\$ <u>15.00</u>	\$ <u>180.00</u>
	Subtotal FS-2	\$ <u>163.00</u>	\$ <u>1,956.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-3	Park Avenue Fire Station 1865 Park Avenue (8,805 Sq. Ft. Turf)	\$ <u>176.00</u>	\$ <u>2,112.00</u>
	(3,016 Sq. Ft. Planters)	\$ <u>85.00</u>	\$ <u>1,020.00</u>
	Subtotal FS-3	\$ <u>261.00</u>	\$ <u>3,132.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-4	Placentia Avenue Fire Station 2300 Placentia Avenue (13,468 Sq. Ft. Turf)	\$ <u>223.00</u>	\$ <u>2,676.00</u>
	(414 Sq. Ft. Planters)	\$ <u>12.00</u>	\$ <u>144.00</u>
	Subtotal FS-4	\$ <u>235.00</u>	\$ <u>2,820.00</u>

Detailed Pricing Sheet #3

MISCELLANEOUS SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
MISC-1	Joann Bike Trail (3.63 Acres Planters) Site Specific Work Specifications	\$ <u>3,000.00</u>	\$ <u>36,000.00</u>
MISC-2	Broadway Streetscape (1.45 Acres Planters) Site Specific Work Specifications	\$ <u>1,300.00</u>	\$ <u>15,600.00</u>
MISC-3	Adams Avenue (Approx. 500' West of Mesa Verde Dr. East to Bridge Deck @ Santa Ana River) Sidewalk/ROW Cleaning-both sides	\$ <u>500.00</u>	\$ <u>6,000.00</u>
MISC-4	Fairview Road (Wilson to Fair Dr. – both sides) (Fair Dr. to Merrimac – west side) (Conway to McCormack-west side) (Conway to Boise – east side) Sidewalk Cleaning-both sides	\$ <u>800.00</u>	\$ <u>9,600.00</u>
MISC-5	Fairview Rd @ Northbound I-405 Fwy Off-Ramp (0.42 Acres unlandscaped slope) Limited Landscape Maintenance	\$ <u>200.00</u>	\$ <u>2,400.00</u>
MISC-6	AT&T Cabinets (56 Locations) Site Specific Work Specifications	\$ <u>2,520.00</u>	\$ <u>30,240.00</u>
MISC-7	Cadillac Bike Trail (0.32 Acres) Limited Landscape Maintenance	\$ <u>130.00</u>	\$ <u>1,560.00</u>
MISC-8	Elden Avenue / Tulip Lane (0.21 Acres) Limited Landscape Maintenance	\$ <u>100.00</u>	\$ <u>1,200.00</u>

MISC-9	Monaco Road (Riviera to Seville) (0.42 Acres) Limited Landscape Maintenance	\$ <u>200.00</u>	\$ <u>2,400.00</u>
MISC-10	Rue De Cannes (Rue De Cannes @ Monte Vista) (0.21 Acres) Limited Landscape Maintenance	\$ <u>100.00</u>	\$ <u>1,200.00</u>
TOTAL DETAILED PRICING SHEET #3 (MISC-1 thru MISC-10)		\$ <u>8,850.00</u>	\$ <u>106,200.00</u>

*****Enter Total Detailed Pricing amount in the Miscellaneous Areas Section #3 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #4

PARK & FACILITY SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-1	Brentwood Park 265 Monte Vista Avenue (1.96 Acres Turf)	\$ <u>392.00</u>	\$ <u>4,704.00</u>
	(1,460 Sq. Ft. Planters)	\$ <u>15.00</u>	\$ <u>180.00</u>
P-2	Canyon Park 970 Arbor Street (4.51 Acres Turf)	\$ <u>902.00</u>	\$ <u>10,824.00</u>
P-3	Civic Center 77 Fair Drive (3.13 Acres Turf)	\$ <u>626.00</u>	\$ <u>7,512.00</u>
	(32,304 Sq. Ft. Planters)	\$ <u>350.00</u>	\$ <u>4,200.00</u>
P-4	Civic Center Park 111 Fair Drive (2.60 Acres Turf)	\$ <u>520.00</u>	\$ <u>6,240.00</u>
	(0.55 Acres Planters)	\$ <u>114.00</u>	\$ <u>1,368.00</u>
P-5	Community Garden 523 Hamilton Street (3,100 Sq. Ft. Turf)	\$ <u>87.00</u>	\$ <u>1,044.00</u>
	(1,900 Sq. Ft. Planters)	\$ <u>32.00</u>	\$ <u>384.00</u>
P-6	Corporation Yard 2310 Placentia Avenue (0.24 Acres Turf)	\$ <u>48.00</u>	\$ <u>576.00</u>
	(0.34 Acres Planters)	\$ <u>175.00</u>	\$ <u>2,100.00</u>
P-7	Costa Mesa Senior Center 695 West 19 th Street (0.35 Acres Turf)	\$ <u>70.00</u>	\$ <u>840.00</u>
	(0.45 Acres Planters)	\$ <u>200.00</u>	\$ <u>2,400.00</u>
Subtotal P-1 thru P-7		\$ <u>3,531.00</u>	\$ <u>42,372.00</u>

P-8	Del Mesa Park 3120 Manistee Drive (2.00 Acres Turf)	\$ <u>700.00</u>	\$ <u>8,400.00</u>
P-9	Estancia Park 1900 Adams Avenue (5.95 Acres Flat & Sloped Turf)	\$ <u>1,190.00</u>	\$ <u>14,280.00</u>
	(1.05 Acres Sloped Planters)	\$ <u>200.00</u>	\$ <u>2,400.00</u>
P-10	Fairview Park 2501 Placentia Avenue (11.34 Acres Turf)	\$ <u>2,268.00</u>	\$ <u>27,216.00</u>
	(0.47 Acres Planters)	\$ <u>100.00</u>	\$ <u>2,200.00</u>
P-11	Gisler Park 1250 Gisler Avenue (3.37 Acres Turf)	\$ <u>674.00</u>	\$ <u>8,088.00</u>
P-12	Harper Park 425 East 18 th Street (0.46 Acres Turf)	\$ <u>90.00</u>	\$ <u>1,080.00</u>
P-13	Heller Park 257 East 16 th Street (1.94 Acres Turf)	\$ <u>388.00</u>	\$ <u>4,656.00</u>
	(0.49 Acres Planters)	\$ <u>100.00</u>	\$ <u>2,200.00</u>
P-14	Jordan Park 2141 Tustin Avenue (1.46 Acres Turf)	\$ <u>292.00</u>	\$ <u>3,504.00</u>
	(0.21 Acres Planters)	\$ <u>50.00</u>	\$ <u>600.00</u>
P-15	Ketchum-Libolt Park 2150 Maple Street (2,800 Sq. Ft. Turf)	\$ <u>60.00</u>	\$ <u>720.00</u>
	(2,900 Sq. Ft. Planters)	\$ <u>30.00</u>	\$ <u>360.00</u>
P-16	Lindbergh Park 220 23 rd Street (5.15 Acres Turf)	\$ <u>1,030.00</u>	\$ <u>12,360.00</u>
Subtotal P-8 thru P-16		\$ <u>7,172.00</u>	\$ <u>86,064.00</u>

P-17	Lions Park 570 West 18 th Street (This location includes: Downtown Recreation Center, Dungan Library, Historical Society and Neighborhood Community Center) (5.50 Acres Turf)	\$ <u>1,100.00</u>	\$ <u>13,200.00</u>
	(1.43 Acres Planters)	\$ <u>208.00</u>	\$ <u>2,496.00</u>
P-18	Marina View Park 1035 West 19 th Street (1.42 Acres Turf)	\$ <u>284.00</u>	\$ <u>3,408.00</u>
	(1.53 Acres Slope)	\$ <u>223.00</u>	\$ <u>2,676.00</u>
P-19	Mesa Verde Park 1795 Samar Drive (1.97 Acres Turf)	\$ <u>394.00</u>	\$ <u>4,728.00</u>
P-20	Mesa Verde Library 2969 Mesa Verde Drive East (0.22 Acres Turf)	\$ <u>44.00</u>	\$ <u>528.00</u>
	(1.21 Acres Planters)	\$ <u>176.00</u>	\$ <u>2,112.00</u>
P-21	Moon Park 3377 California Street (1.06 Acres Turf)	\$ <u>212.00</u>	\$ <u>2,544.00</u>
	(2,439 Sq. Ft Planters)	\$ <u>69.00</u>	\$ <u>828.00</u>
P-22	Paularino Park 1040 Paularino Avenue (1.95 Acres Turf)	\$ <u>390.00</u>	\$ <u>4,680.00</u>
	(0.56 Acres Planters)	\$ <u>81.00</u>	\$ <u>972.00</u>
P-23	Pinkley Park 360 Ogle Street (2.43 Acres Turf)	\$ <u>486.00</u>	\$ <u>5,832.00</u>
P-24	Raleigh Park 2150 Maple Street (1,010 Sq. Ft. Turf)	\$ <u>29.00</u>	\$ <u>348.00</u>
	(1,080 Sq. Ft Planters)	\$ <u>29.00</u>	\$ <u>348.00</u>
	Subtotal P-17 thru P-24	\$ <u>3,725.00</u>	\$ <u>44,700.00</u>

P-25	Shiffer Park 3143 Bear Street (4.77 Acres Turf)	\$ <u>954.00</u>	\$ <u>11,448.00</u>
	(0.45 Acres Planters)	\$ <u>66.00</u>	\$ <u>792.00</u>
P-26	Smallwood Park 1646 Corsica Place (2.50 Acres Turf)	\$ <u>500.00</u>	\$ <u>6,000.00</u>
	(500 Sq. Ft Planters)	\$ <u>14.00</u>	\$ <u>168.00</u>
P-27	Suburbia II Park 3302 Alabama Circle (0.69 Acres Turf)	\$ <u>138.00</u>	\$ <u>1,656.00</u>
	(500 Sq. Ft Planters & Ivy Hedge)	\$ <u>14.00</u>	\$ <u>168.00</u>
P-28	Tanager Park 1780 Hummingbird Drive (7.51 Acres Turf)	\$ <u>1,502.00</u>	\$ <u>18,024.00</u>
	(1.45 Acres Planters)	\$ <u>209.00</u>	\$ <u>2,508.00</u>
P-29	TeWinkle Park 970 Arlington Drive (22.39 Acres Turf)	\$ <u>4,478.00</u>	\$ <u>53,736.00</u>
	(1.43 Acres Planters)	\$ <u>209.00</u>	\$ <u>2,508.00</u>
	(0.55 Acres Slope)	\$ <u>125.00</u>	\$ <u>1,500.00</u>
P-30	Vista Park 1200 Victoria Street (6.46 Acres Turf)	\$ <u>1,292.00</u>	\$ <u>15,504.00</u>
	(6,000 Sq. Ft. Planters)	\$ <u>25.00</u>	\$ <u>300.00</u>
	(0.87 Acres Slope)	\$ <u>127.00</u>	\$ <u>1,524.00</u>
P-31	Wakeham Park 3400 Smalley Road (8.24 Acres Turf)	\$ <u>1,648.00</u>	\$ <u>19,776.00</u>
	(0.69 Acres Planters)	\$ <u>101.00</u>	\$ <u>1,212.00</u>
Subtotal P-25 thru P-31		\$ <u>11,402.00</u>	\$ <u>136,824.00</u>

P-32	Westside Sub-Station @ Parking Lot 567 West 18 th Street (2,170 Sq. Ft. Turf)	\$ <u>60.00</u>	\$ <u>720.00</u>
	(1,056 Sq. Ft. Planters)	\$ <u>50.00</u>	\$ <u>600.00</u>
P-33	Wilson Park 360 West Wilson Street (1.97 Acres Turf)	\$ <u>394.00</u>	\$ <u>4,728.00</u>
P-34	Wimbledon Park 3440 Wimbledon Way (2.75 Acres Turf)	\$ <u>550.00</u>	\$ <u>6,600.00</u>
	(5,632 Sq. Ft. Planters)	\$ <u>35.00</u>	\$ <u>420.00</u>
Subtotal P-32 thru P-34		\$ <u>1,089.00</u>	\$ <u>13,068.00</u>
TOTAL DETAILED PRICING SHEET #4 (P-1 thru P-34)		\$ <u>26,919.00</u>	\$ <u>323,028.00</u>

*****Enter Total Detailed Pricing amount in the Parks and Facilities Section #4 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #5

SPORTS FIELD SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-1	Balearic Center Fields 1975 Balearic Drive (8.00 Acres Turf includes all turfgrass from Adams to Balearic Drive, including Community Center, play area; excluding slope	\$ <u>1,600.00</u>	\$ <u>19,200.00</u>
SP-2	Luke Davis Field @ Lions Park 570 West 18 th Street (3.00 Acres Turf)	\$ <u>600.00</u>	\$ <u>7,200.00</u>
SP-3	Fairview Developmental Center Fields 2501 Harbor Boulevard (5.50 Acres Turf)	\$ <u>1,100.00</u>	\$ <u>13,200.00</u>
SP-4	Jack Hammett Sports Complex 2750 Fairview Road (14.70 Acres Turf)	\$ <u>2,940.00</u>	\$ <u>35,280.00</u>
	(1.04 Acres Planters)	\$ <u>900.00</u>	\$ <u>10,800.00</u>
SP-5	TeWinkle Athletic Complex 970 Arlington Drive (5.80 Acres Turf)	\$ <u>1,160.00</u>	\$ <u>13,290.00</u>
	(8,208 sq. Ft. Planters)	\$ <u>250.00</u>	\$ <u>3,000.00</u>
TOTAL DETAILED PRICING SHEET #5 (SP-1 thru SP-5)		\$ <u>8,550.00</u>	\$ <u>102,600.00</u>

*****Enter Total Detailed Pricing amount in the Sports Fields Section #5 of the Detailed Bid Pricing Page**

LANDSCAPE MAINTENANCE

EXTRA WORK PRICING

LANDSCAPE MAINTENANCE EXTRA WORK DETAILED PRICING BID FORM

GENERAL LANDSCAPE MAINTENANCE

Turf \$ 0.025 sq. ft. per month
 \$ 275.00 acre per month
 Landscape \$ 0.025 sq. ft. per month
 \$ 275.00 acre per month

EXTRA WORK HOURLY RATES

	<u>REGULAR</u>	<u>OVERTIME</u>
<u>Foreman</u>	\$ <u>27.00</u>	\$ <u>40.50</u>
<u>Laborer</u>	\$ <u>22.00</u>	\$ <u>33.00</u>
Specialty Personnel		
<u>Irrigation Technician</u>	\$ <u>45.00</u>	\$ <u>67.50</u>
<u>Irrigation Laborer</u>	\$ <u>27.00</u>	\$ <u>40.50</u>
<u>Pesticide Applicator</u> (1 person)	\$ <u>55.00</u>	\$ <u>82.50</u>
<u>Rodent Control</u> (1 or 2 persons)	\$ <u>55.00</u>	\$ <u>82.50</u>

TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

1. Mowing \$ 0.020 per sq. ft.
 \$ 200.00 per acre
2. Edge \$ 0.015 per 1,000 linear feet
3. Fertilization (placement only) \$ 50.00 acre
4. Hollow Core Aerification (w/removal of cores) \$ 550.00 acre
5. De-thatching (including removal) \$ 550.00 acre
6. Weed Control-Chemical (including material) \$ 75.00 per 1000 sq. ft.

7. Pest Control-Chemical (including material) \$ 75.00 per 1000 sq. ft.

LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

1. Edge & Trim \$ 0.015 per 1000 linear feet
2. Weed Removal & Clean-up \$ 55.00 per 1000 sq. ft.
3. Fertilization (placement only) \$ 50.00 acre
4. Pest Control-Chemical (including material) \$ 55.00 hour
5. Pruning/Shearing Shrubs \$ 25.00 per 1000 sq. ft.
7. Vertical Mulch Trees \$ 5.00 each
8. Vegetation Removal \$ 0.03 sq. ft.
9. Clean Hardscape/Sidewalks \$ 0.015 sq. ft.

SPORTS TURF MAINTENANCE (PER SPECIFICATIONS)

1. Mowing - hybrid bermudagrass \$ 0.025 acre
2. Mowing - other \$ 0.020 acre
2. Edge & Trim \$ 0.010 per linear foot
3. Fertilization (placement only) \$ 50.00 acre
4. Hollow Core Aerification (w/removal of cores) \$ 575.00 acre
5. De-thatching (including removal) \$ 575.00 acre
6. Weed Control (w/chemical & boom) \$ 350.00 acre
7. Pest Control-Chemical (including material) \$ 350.00 acre

PLANT MATERIAL (INSTALLED)

1. Annual Color (4" container) \$ 12.00 each
2. Ground Cover \$ 10.00 flat
3. One (1) Gallon \$ 3.00 each
4. Five (5) Gallon \$ 7.00 each
5. Fifteen (15) Gallon \$ 17.00 each

- 6. 24" Box Size Tree w/triple staking system \$ 275.00 each
- 7. Seeded & Top Dressed Turf Repair \$ 0.10 per sq. ft.
- 8. Sodded Turf (remove, soil preparation & replacement) \$ 1.75 per sq. ft.
- 9. Hydroseeding to include: binder & fertilizer (seed excluded) \$ 2.25 per sq. ft.

City of Costa Mesa Landscape Maintenance Specifications



Bid No. 14-4657

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

TABLE OF CONTENTS

SECTION 1 – BIDDER’S RESPONSE REQUIREMENTS	01
PROFESSIONAL SERVICES AGREEMENT	02
DRUG-FREE WORKPLACE COUNCIL POLICY	12
DRUG-FREE WORKPLACE ACKNOWLEDGEMENT	15
BIDDER’S INFORMATION FORM	16
BID SECURITY BOND TO ACCOMPANY PROPOSAL	17
FAITHFUL PAYMENT/PERFORMANCE BOND	18
REFERENCES	19
BIDDER’S STATEMENT OF PAST CONTRACT DISQUALIFICATION	19
INDEPENDENT PRICE DETERMINATION	19
LICENSE INFORMATION	20
STATEMENT OF ABILITY TO MEET INSURANCE REQUIREMENTS	21
REQUESTED COMPANY INFORMATION	21
BID SUMMARY FORM	22
DETAILED PRICING	23
EXTRA WORK BID FORM	43
SECTION 2 – INSTRUCTIONS AND INFORMATION	46
TERMS AND CONDITIONS	46
BOND REQUIREMENTS	48
INDEMNIFICATION	49
INSURANCE	50
WORKER’S COMPENSATION INSURANCE	50
LIABILITY INSURANCE COVERAGE	50
PROOF OF INSURANCE	51
PAYMENT	51
SECTION 3 – GENERAL SPECIFICATION	52
GENERAL PROVISIONS	52
CONTRACTOR’S RESPONSIBILITY	53
PAYMENT	55
TERM OF CONTRACT	56
NON-PERFORMANCE	56
NOTICE REQUIREMENT	56
ADDITIONS/DELETIONS	57
EMERGENCY CALLS	57
SAFETY REQUIREMENTS	57
SOUND CONTROL REQUIREMENTS	58
WASTE DISPOSAL	58
VEHICLE RESTRICTIONS	59
PROTECTION AND PRESERVATION OF PROPERTY	59
PUBLIC RELATIONS	59
INSPECTIONS	59
NOTICE OF COMPLETION	59
GENERAL CLEAN UP	60

SECTION 4 – SPECIAL PROVISIONS	61	
GENERAL LANDSCAPE MAINTENANCE	61	
GUARANTEE AND/OR REPLACEMENT POLICY	61	
IRRIGATION	61	
WEED AND PEST CONTROL	62	
LANDSCAPE MAINTENANCE	64	
EXHIBIT A	PERFORMANCE DEFICIENCY NOTIFICATION	79
EXHIBIT B	FERTILIZATION SCHEDULE	82

CITY OF COSTA MESA

NOTICE INVITING BIDS

FOR LANDSCAPE MAINTENANCE SERVICES
(PARKS, SPORTSFIELDS, PARKWAYS, MEDIANS,
MISCELLANEOUS AREAS & FIRE STATIONS)

BID ITEM NO. 14-4657

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Costa Mesa to wit: The City Clerk, 77 Fair Drive, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of 10:00 a.m. on **January 8, 2015**. It shall be the responsibility of the bidder to deliver the bid submittal to the City Clerk's Office by the proper announced time. Delivery Location: City of Costa Mesa, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

A mandatory prospective Bidders meeting is scheduled for December 18, 2014, at the City of Costa Mesa Corporation Yard, Maintenance Services Division Office, 2310 Placentia Avenue, at 8:00 a.m. All prospective bidders must attend this meeting in order to bid and be considered for award of this contract.

Bids shall be returned to the attention of the *City Clerk*, within said time limit, in a sealed envelope identified on the outside with the *Bid Item Number and the Opening Date*. Bids will be publicly opened and read aloud at 10:00 a.m. or as soon thereafter as practicable on **January 8, 2015** in the Council Chambers.

The *Landscape Maintenance Specifications* may be obtained at: City Corporation Yard, 2310 Placentia Avenue, Building 'A', Costa Mesa, CA 92627, Monday through Friday, 8:00 a.m. to 11:30 a.m. and 12:30 p.m. to 3:00 p.m. There is no cost. One copy per bidder. No mailing of specifications. Available beginning December 12, 2014.

SECTION 1 – BIDDER’S RESPONSE REQUIREMENTS

Bidder is required to attend a mandatory prospective Bidders meeting on December 18, 2014 at the City of Costa Mesa Corporation Yard, Maintenance Services Division Office, 2310 Placentia Avenue, at 8:00 a.m. All prospective bidders must attend this meeting in order to bid and be considered for award of this contract.

Bidder is to complete the bid document and return the completed copy in a sealed envelope to the City Clerk’s Office prior to January 8, 2015 at 10:00 a.m. (Exhibits A – B are not required as part of the bid package submittal).

Bidder’s check list

Bidder’s Information Form

Bid Security Bond

References

Bidder’s Statement of Past Contract Disqualifications

Independent Price Determination

Drug Free Workplace

License Information - Vendor to send copies with bid:

- State Contractor’s License C-27
- Pest Control Advisor’s License
- Qualified Applicator’s License/Certificate

Statement of Ability to Meet Insurance Requirements

Requested Company Information

Bid Summary Form

Detailed Pricing

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" (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 Sections 1090-1092 of the California Government Code, 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors 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.

1.7. 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager for this Project, prior to Contractor 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. Contractor may submit invoices to the City 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, 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 Contractor'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 _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. At the conclusion of the final term of the Agreement, the City Manager shall have the authority to consent to an extension of the Agreement for a reasonable period of time, on a month to month basis, under the same terms, until a new Agreement is awarded.

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverage with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent Contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business 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 for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor 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 commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. 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. Contractor shall provide to City certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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 Contractor 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 or her 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 CONTRACTOR:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Contractor shall secure, at its sole 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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.

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

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services

under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. 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 any document, 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 document referenced.

6.19. 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.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

6.25. 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 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.

6.26. 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.

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

Director

Date: _____

Council Policy – Drug-Free Workplace

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

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.

D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.

F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.

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

2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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

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

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

Drug-Free Workplace Acknowledgement

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

Authorized Signature

Bidder's Information Form

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

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

Firm Name: _____

Address: _____

Telephone: (_____) Fax: (_____)
 Area Code Area Code

Federal Tax I.D. Number: _____

Is your firm incorporated: Yes No

Authorized Signature: _____

Check one: Owner Partner Officer

Print Name of Authorized Signer: _____

Title: _____

Date: _____

Bidder's Contact Person: _____

Telephone #: _____

BIDDER'S SECURITY BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals,
and _____ as surety, are held and
firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of
the State of California and situated in Orange County in the sum of
_____ (\$ _____) to be paid to the
City, its successors and assigns, for which payment well and truly to be made, we bind
ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted
by the City of Costa Mesa, and if the above bounden, _____, his heirs,
executors, administrators, successors and assigns, shall duly enter into and execute a contract
for such materials and services and the FAITHFUL PAYMENT PERFORMANCE BOND
described within ten (10) days from the date of the mailing of a notice of the above bounden,
_____, by and from the City, that said contract is ready for execution,
then this obligation shall become null and void; otherwise it shall be and remain in full force and
virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 2014.

Bidder's Initials

FAITHFUL PAYMENT/PERFORMANCE BOND

(The premium charge on this bond is \$ _____, being at the rate of \$ _____ per thousand of the contract price)

KNOW ALL PEOPLE BY THESE PRESENCE:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated _____, 20____, which is hereby incorporated by reference herein, with _____ hereinafter designated as the "Principal," for the work described as follows: _____

_____ ; and

WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation is Such, That if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF. We have here unto set our hands and seals this _____ day of _____, 20_____.

References

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

Bidder's Statement of Past Contract Disqualifications

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

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

B. If yes, explain the circumstance(s):

Independent Price Determination

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

Authorized Signature

License Information

Individual/Firm Name: _____

State Contractor C-27 License #: _____

Expiration Date: _____

County of Orange Business License for Pest Control #: _____

Pest Control Advisor License #: _____

Name of Individual and License Number: _____

Expiration Date: _____

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

Name of Individual and License Number: _____

Expiration date: _____

Signing this _____ day of _____, 2014

By: _____

Print Name and Title

Address: _____

Telephone: _____

BIDDER TO INCLUDE WITH THE BID SUBMITTAL COPIES OF LICENSES LISTED BELOW:

- CALIFORNIA C-27 LICENSE**
- CA DPR PEST CONTROL ADVISOR LICENSE(S)**
- CA DPR QUALIFIED APPLICATOR CERTIFICATE(S) and/or LICENSE(S)**

BID SUMMARY FORM

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

Location of sites and areas to be maintained are listed in Detailed Pricing Sheets.

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Bidders are expected to carefully examine the site of the proposed work, the proposal, specifications, and the bid 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 bidder to make all measurements to determine his/her bid price. The City of Costa Mesa will not be responsible for determining the areas, or quantities of materials necessary to complete the work specified.

Bidder's Acknowledgement of His/Her 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 addenda. The undersigned Bidder agrees he/she 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, Corporation)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

DETAILED BID PRICING

****Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling & disposal fees, profit, overhead and all other necessary resources to complete the contract requirements as specified.**

Price Sheet	Service Areas	Monthly Total	Annual Total
#1	Parkways & Medians	\$	\$
#2	Fire Stations	\$	\$
#3	Miscellaneous Areas	\$	\$
#4	Parks & Facilities	\$	\$
#5	Sports Fields	\$	\$
#6	Extra Work Pricing	\$ N/A	\$ N/A
	GRAND TOTAL	\$	\$

Detailed Bid Pricing for:

- **Parkways & Medians**
- **Fire Stations**
- **Miscellaneous Areas**
- **Parks & Facilities**
- **Sports Fields**
- **Extra Work Items**

Detailed Pricing Sheet #1

PARKWAY AND MEDIAN SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-01	16th Street @ Superior Avenue (2,400 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-02	East 17th Street Median (@ Fullerton Avenue) (1,470 Sq. Ft. Turf)	\$ _____	\$ _____
M-03	17th Street Medians @ Newport Blvd (2 hardscape medians e/o Newport Blvd) (1 hardscape median w/o Newport Blvd) (2,000 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-04	17th Street Parkways & Medians (Orange Avenue to Santa Ana Avenue) (2,644 Sq. Ft. Hardscape)	\$ _____	\$ _____
	(3,524 Sq. Ft. Planters)	\$ _____	\$ _____
M-05	West 19th Street Parkway (@ Whittier Avenue) (2,870 Sq. Ft. Turf)	\$ _____	\$ _____
M-06	E. 19th Street Medians (Park Avenue to Fullerton Avenue) (7,850 Sq. Ft. Planters)	\$ _____	\$ _____
	(3,342 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-07	19th Street @ Newport Boulevard (NW corner) (1,200 Sq. Ft. Planter)	\$ _____	\$ _____
M-08	W. 19th Street Parkways & Medians (Park Avenue to Placentia Avenue) (19,000 Sq. Ft. Planters)	\$ _____	\$ _____
	(1,500 Sq. Ft. Hardscape)	\$ _____	\$ _____
Subtotal M-01 thru M-08		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-09	Adams Avenue Parkways & Medians (Albatross Drive to Santa Ana River) (0.05 Acres Turf)	\$ _____	\$ _____
	(1,446 Sq. Ft. Planters)	\$ _____	\$ _____
	(483 Sq. Ft Hardscape)	\$ _____	\$ _____
M-10	Adams Avenue Medians (Mesa Verde Drive West to Fairview Rd) (0.52 Acres Turf)	\$ _____	\$ _____
	(5,426 Sq. Ft. Planters)	\$ _____	\$ _____
	(12,848 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-11	Anton Boulevard Medians (Avenue of the Arts to Sunflower Ave) (0.35 Acres Turf)	\$ _____	\$ _____
	(5,236 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-12	Arlington Drive Median (Arlington Dr. @ Newport Boulevard) (1,638 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-13	Baker Street Parkways (Babb Street to Fairview Road) (4,583 Sq. Ft. Planters)	\$ _____	\$ _____
M-14	Baker Street Median (@ 73 Freeway Overpass) (4,200 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-15	Baker Street Median (@ 55 Freeway Overpass) (1,137 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-16	Bear Street Median (@ Metro Pointe) (0.10 Acres Turf)	\$ _____	\$ _____
	(4,452 Sq. Ft. Hardscape)	\$ _____	\$ _____
Subtotal M-09 thru M-16		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-17	Bear Street Parkways (north and south of Yukon Avenue west side) (8,981 Sq. Ft. Planter & 684 Sq. Ft. Frontage Planter)	\$ _____	\$ _____
M-18	Bristol Street Medians (Baker Street to Anton Avenue) (0.32 Acres Turf)	\$ _____	\$ _____
	(14,942 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-19	Bristol Street / 405 Freeway Entrance (Triangular-shaped hardscape area located on the west side of Bristol Street @ 405 Freeway Entrance) (2,000 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-20	Bristol Street Medians (@ 55 Freeway Overpass) (11,672 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-21	Bristol Street Medians (@ 73 Freeway Overpass) (4,134 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-22	California Street Median (Iowa Street to Alaska Avenue) (3,809 Sq. Ft. Turf)	\$ _____	\$ _____
M-23	Canyon Drive Parkway (Sea Bluff Drive to Victoria Street west side) (1,245 Sq. Ft. Planters)	\$ _____	\$ _____
M-24	Coolidge Avenue Medians (Baker Street to Poularino Avenue) (8,400 Sq. Ft. Planters)	\$ _____	\$ _____
	(1,400 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-25	Elden Avenue @ Del Mar Avenue (NW & NE corners) (1,100 Sq. Ft. Planters)	\$ _____	\$ _____
Subtotal M-17 thru M-25		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Fair Drive Parkways (Harbor Boulevard to Fairview Road) (1.43 Acres Turf)	\$ _____	\$ _____
M-27	Fairview Road Medians (Newport Boulevard to Sunflower Ave) (1.40 Acres Turf)	\$ _____	\$ _____
	(1,710 Sq. Ft. Planters)	\$ _____	\$ _____
	(23,818 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-28	Fairview Road @ I-405 Slope (@ Boise Way Circle) 11,319 Sq. Ft. Slope	\$ _____	\$ _____
	4,439 Sq. Ft. Planter)	\$ _____	\$ _____
	(west side of Fairview Road) 0.42 Acres Slope)	\$ _____	\$ _____
M-29	Golf Course Dr. Parkway & Medians (Mesa Verde Drive to Tanager Avenue) (3,589 Sq. Ft. Planters)	\$ _____	\$ _____
	(815 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-30	Harbor Boulevard @ Adams Avenue Parkways & Medians (3,576 Sq. Ft. Hardscape)	\$ _____	\$ _____
	(8,663 Sq. Ft. Planters)	\$ _____	\$ _____
M-31	Harbor Boulevard Medians (North) (Wilson Street to Merrimac to Adams to MacArthur) (0.72 Acres Turf)	\$ _____	\$ _____
	(1.67 Acres Hardscape)	\$ _____	\$ _____
M-32	Harbor Boulevard Medians (South) (West 19 th Street to Newport Boulevard) (2,480 Sq. Ft. Hardscape)	\$ _____	\$ _____
Subtotal M-26 thru M-32		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-33	Hyland Avenue @ South Coast Drive (2,000 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-34	Loren Lane @ Watson Avenue (2,600 Sq. Ft. Hardscape & Tree Wells north of Baker Street)	\$ _____	\$ _____
M-35	Merrimac Way Medians (Harbor Boulevard to Fairview Road) (0.27 Acres Turf)	\$ _____	\$ _____
	(7,017 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-36	Mesa Verde Drive Parkways & Medians (Adams Avenue to Adams Avenue) (1.77 Acres Turf)	\$ _____	\$ _____
	(1,478 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-37	Mesa Verde Drive East Medians (Harbor Boulevard to Adams Avenue) (1,062 Sq. Ft. Turf)	\$ _____	\$ _____
	(930 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-38	Newport Boulevard Parkways & Medians (Industrial Way to 19 th Street) (0.51 Acres Turf)	\$ _____	\$ _____
	(3.12 Acres Planters)	\$ _____	\$ _____
	(10,643 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-39	Newport Boulevard Easement (19 th St. to Bristol St. - northbound & southbound Freeway side adjacent to and paralleling 55 Freeway)		
	(2.45 Acres Easement & Planters)	\$ _____	\$ _____
M-40	Red Hill Avenue Median (@ Airport Loop Drive) (7,780 Sq. Ft. Turf)	\$ _____	\$ _____
	(3,000 Sq. Ft. Hardscape)	\$ _____	\$ _____
Subtotal M-33 thru M-40		\$ _____	\$ _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-41	Sakioka Drive Medians (Sunflower Avenue to Anton Boulevard) (0.13 Acres Turf)	\$ _____	\$ _____
	(1,980 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-42	South Coast Drive Medians (Harbor Boulevard to Bear Street) (0.66 Acres Turf)	\$ _____	\$ _____
	(1,590 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-43	Sunflower Avenue Parkways (@ Smalley Road) (26,824 Sq. Ft. Planters)	\$ _____	\$ _____
M-44	Sunflower Avenue Medians (Harbor Boulevard to Bear Street & Avenue of the Arts to Main Street) (0.53 Acres Turf)	\$ _____	\$ _____
	(17,938 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-45	Susan Street Medians (Sunflower Ave. to Freeway Entrance) (0.17 Acres Turf)	\$ _____	\$ _____
	(7,720 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-46	Tanager Drive Parkways (7,000 Sq. Ft. Planters)	\$ _____	\$ _____
M-47	Victoria Street Parkways & Medians (Harbor Boulevard to Canyon Drive) (5.01 Acres Planters)	\$ _____	\$ _____
	(0.38 Acres Turf)	\$ _____	\$ _____
	(3,324 Sq. Ft. Hardscape)	\$ _____	\$ _____
M-48	Yukon Avenue Parkways (north side of street; East and West of Klondike Drive) (6,015 Sq. Ft. Planters)	\$ _____	\$ _____
M-49	Pullman Street Slope (1.54 Acres Slope)	\$ _____	\$ _____
Subtotal M-41 thru M-49		\$ _____	\$ _____

TOTAL DETAILED PRICING SHEET #1
(M-1 thru M-49)

\$ _____

\$ _____

****Enter Total Detailed Pricing amount in the Parkways and Medians Section #1 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #2

FIRE STATION SERVICE AREAS

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

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

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

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

Detailed Pricing Sheet #3

MISCELLANEOUS SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
MISC-1	Joann Bike Trail (3.63 Acres Planters) Site Specific Work Specifications	\$ _____	\$ _____
MISC-2	Broadway Streetscape (1.45 Acres Planters) Site Specific Work Specifications	\$ _____	\$ _____
MISC-3	Adams Avenue (Approx. 500' West of Mesa Verde Dr. East to Bridge Deck @ Santa Ana River) Sidewalk/ROW Cleaning-both sides	\$ _____	\$ _____
MISC-4	Fairview Road (Wilson to Fair Dr. – both sides) (Fair Dr. to Merrimac – west side) (Conway to McCormack-west side) (Conway to Boise – east side) Sidewalk Cleaning-both sides	\$ _____	\$ _____
MISC-5	Fairview Rd @ Northbound I-405 Fwy Off-Ramp (0.42 Acres unlandscaped slope) Limited Landscape Maintenance	\$ _____	\$ _____
MISC-6	AT&T Cabinets (56 Locations) Site Specific Work Specifications	\$ _____	\$ _____
MISC-7	Cadillac Bike Trail (0.32 Acres) Limited Landscape Maintenance	\$ _____	\$ _____
MISC-8	Elden Avenue / Tulip Lane (0.21 Acres) Limited Landscape Maintenance	\$ _____	\$ _____

MISC-9 **Monaco Road**
(Riviera to Seville)
(0.42 Acres)
Limited Landscape Maintenance \$ _____ \$ _____

MISC-10 **Rue De Cannes**
(Rue De Cannes @ Monte Vista)
(0.21 Acres)
Limited Landscape Maintenance \$ _____ \$ _____

TOTAL DETAILED PRICING SHEET #3 \$ _____ \$ _____
(MISC-1 thru MISC-10)

*****Enter Total Detailed Pricing amount in the Miscellaneous Areas Section #3 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #4

PARK & FACILITY SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-1	Brentwood Park 265 Monte Vista Avenue (1.96 Acres Turf)	\$ _____	\$ _____
	(1,460 Sq. Ft. Planters)	\$ _____	\$ _____
P-2	Canyon Park 970 Arbor Street (4.51 Acres Turf)	\$ _____	\$ _____
P-3	Civic Center 77 Fair Drive (3.13 Acres Turf)	\$ _____	\$ _____
	(32,304 Sq. Ft. Planters)	\$ _____	\$ _____
P-4	Civic Center Park 111 Fair Drive (2.60 Acres Turf)	\$ _____	\$ _____
	(0.55 Acres Planters)	\$ _____	\$ _____
P-5	Community Garden 523 Hamilton Street (3,100 Sq. Ft. Turf)	\$ _____	\$ _____
	(1,900 Sq. Ft. Planters)	\$ _____	\$ _____
P-6	Corporation Yard 2310 Placentia Avenue (0.24 Acres Turf)	\$ _____	\$ _____
	(0.34 Acres Planters)	\$ _____	\$ _____
P-7	Costa Mesa Senior Center 695 West 19 th Street (0.35 Acres Turf)	\$ _____	\$ _____
	(0.45 Acres Planters)	\$ _____	\$ _____
Subtotal P-1 thru P-7		\$ _____	\$ _____

P-8	Del Mesa Park 3120 Manistee Drive (2.00 Acres Turf)	\$ _____	\$ _____
P-9	Estancia Park 1900 Adams Avenue (5.95 Acres Flat & Sloped Turf)	\$ _____	\$ _____
	(1.05 Acres Sloped Planters)	\$ _____	\$ _____
P-10	Fairview Park 2501 Placentia Avenue (11.34 Acres Turf)	\$ _____	\$ _____
	(0.47 Acres Planters)	\$ _____	\$ _____
P-11	Gisler Park 1250 Gisler Avenue (3.37 Acres Turf)	\$ _____	\$ _____
P-12	Harper Park 425 East 18 th Street (0.46 Acres Turf)	\$ _____	\$ _____
P-13	Heller Park 257 East 16 th Street (1.94 Acres Turf)	\$ _____	\$ _____
	(0.49 Acres Planters)	\$ _____	\$ _____
P-14	Jordan Park 2141 Tustin Avenue (1.46 Acres Turf)	\$ _____	\$ _____
	(0.21 Acres Planters)	\$ _____	\$ _____
P-15	Ketchum-Libolt Park 2150 Maple Street (2,800 Sq. Ft. Turf)	\$ _____	\$ _____
	(2,900 Sq. Ft. Planters)	\$ _____	\$ _____
P-16	Lindbergh Park 220 23 rd Street (5.15 Acres Turf)	\$ _____	\$ _____
Subtotal P-8 thru P-16		\$ _____	\$ _____

P-17	Lions Park 570 West 18 th Street (This location includes: Downtown Recreation Center, Dungan Library, Historical Society and Neighborhood Community Center) (5.50 Acres Turf)	\$ _____	\$ _____
	(1.43 Acres Planters)	\$ _____	\$ _____
P-18	Marina View Park 1035 West 19 th Street (1.42 Acres Turf)	\$ _____	\$ _____
	(1.53 Acres Slope)	\$ _____	\$ _____
P-19	Mesa Verde Park 1795 Samar Drive (1.97 Acres Turf)	\$ _____	\$ _____
P-20	Mesa Verde Library 2969 Mesa Verde Drive East (0.22 Acres Turf)	\$ _____	\$ _____
	(1.21 Acres Planters)	\$ _____	\$ _____
P-21	Moon Park 3377 California Street (1.06 Acres Turf)	\$ _____	\$ _____
	(2,439 Sq. Ft Planters)	\$ _____	\$ _____
P-22	Paularino Park 1040 Paularino Avenue (1.95 Acres Turf)	\$ _____	\$ _____
	(0.56 Acres Planters)	\$ _____	\$ _____
P-23	Pinkley Park 360 Ogle Street (2.43 Acres Turf)	\$ _____	\$ _____
P-24	Raleigh Park 2150 Maple Street (1,010 Sq. Ft. Turf)	\$ _____	\$ _____
	(1,080 Sq. Ft Planters)	\$ _____	\$ _____
	Subtotal P-17 thru P-24	\$ _____	\$ _____

P-25	Shiffer Park 3143 Bear Street (4.77 Acres Turf)	\$ _____	\$ _____
	(0.45 Acres Planters)	\$ _____	\$ _____
P-26	Smallwood Park 1646 Corsica Place (2.50 Acres Turf)	\$ _____	\$ _____
	(500 Sq. Ft Planters)	\$ _____	\$ _____
P-27	Suburbia II Park 3302 Alabama Circle (0.69 Acres Turf)	\$ _____	\$ _____
	(500 Sq. Ft Planters & Ivy Hedge)	\$ _____	\$ _____
P-28	Tanager Park 1780 Hummingbird Drive (7.51 Acres Turf)	\$ _____	\$ _____
	(1.45 Acres Planters)	\$ _____	\$ _____
P-29	TeWinkle Park 970 Arlington Drive (22.39 Acres Turf)	\$ _____	\$ _____
	(1.43 Acres Planters)	\$ _____	\$ _____
	(0.55 Acres Slope)	\$ _____	\$ _____
P-30	Vista Park 1200 Victoria Street (6.46 Acres Turf)	\$ _____	\$ _____
	(6,000 Sq. Ft. Planters)	\$ _____	\$ _____
	(0.87 Acres Slope)	\$ _____	\$ _____
P-31	Wakeham Park 3400 Smalley Road (8.24 Acres Turf)	\$ _____	\$ _____
	(0.69 Acres Planters)	\$ _____	\$ _____
	Subtotal P-25 thru P-31	\$ _____	\$ _____

P-32	Westside Sub-Station @ Parking Lot 567 West 18 th Street (2,170 Sq. Ft. Turf)	\$ _____	\$ _____
	(1,056 Sq. Ft. Planters)	\$ _____	\$ _____
P-33	Wilson Park 360 West Wilson Street (1.97 Acres Turf)	\$ _____	\$ _____
P-34	Wimbledon Park 3440 Wimbledon Way (2.75 Acres Turf)	\$ _____	\$ _____
	(5,632 Sq. Ft. Planters)	\$ _____	\$ _____
Subtotal P-32 thru P-34		\$ _____	\$ _____
TOTAL DETAILED PRICING SHEET #4 (P-1 thru P-34)		\$ _____	\$ _____

*****Enter Total Detailed Pricing amount in the Parks and Facilities Section #4 of the Detailed Bid Pricing Page**

BIDDER'S NAME _____

Detailed Pricing Sheet #5

SPORTS FIELD SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-1	Balearic Center Fields 1975 Balearic Drive (8.00 Acres Turf includes all turfgrass from Adams to Balearic Drive, including Community Center, play area; excluding slope	\$ _____	\$ _____
SP-2	Luke Davis Field @ Lions Park 570 West 18 th Street (3.00 Acres Turf)	\$ _____	\$ _____
SP-3	Fairview Developmental Center Fields 2501 Harbor Boulevard (5.50 Acres Turf)	\$ _____	\$ _____
SP-4	Jack Hammett Sports Complex 2750 Fairview Road (14.70 Acres Turf)	\$ _____	\$ _____
	(1.04 Acres Planters)	\$ _____	\$ _____
SP-5	TeWinkle Athletic Complex 970 Arlington Drive (5.80 Acres Turf)	\$ _____	\$ _____
	(8,208 sq. Ft. Planters)	\$ _____	\$ _____
TOTAL DETAILED PRICING SHEET #5 (SP-1 thru SP-5)		\$ _____	\$ _____

***Enter Total Detailed Pricing amount in the Sports Fields Section #5 of the Detailed Bid Pricing Page

LANDSCAPE MAINTENANCE

EXTRA WORK PRICING

BIDDER'S NAME _____

LANDSCAPE MAINTENANCE EXTRA WORK DETAILED PRICING BID FORM

GENERAL LANDSCAPE MAINTENANCE

Turf \$ _____ sq. ft. per month

\$ _____ acre per month

Landscape \$ _____ sq. ft. per month

\$ _____ acre per month

EXTRA WORK HOURLY RATES

	<u>REGULAR</u>	<u>OVERTIME</u>
<u>Foreman</u>	\$ _____	\$ _____
<u>Laborer</u>	\$ _____	\$ _____
Specialty Personnel		
<u>Irrigation Technician</u>	\$ _____	\$ _____
<u>Irrigation Laborer</u>	\$ _____	\$ _____
<u>Pesticide Applicator</u> (1 person)	\$ _____	\$ _____
<u>Rodent Control</u> (1 or 2 persons)	\$ _____	\$ _____

TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

- Mowing \$ _____ per sq. ft.
\$ _____ per acre
- Edge \$ _____ per 1,000 linear feet
- Fertilization (placement only) \$ _____ acre
- Hollow Core Aerification (w/removal of cores) \$ _____ acre
- De-thatching (including removal) \$ _____ acre
- Weed Control-Chemical (including material) \$ _____ per 1000 sq. ft.

7. Pest Control-Chemical (including material) \$ _____ per 1000 sq. ft.

LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

- 1. Edge & Trim \$ _____ per 1000 linear feet
- 2. Weed Removal & Clean-up \$ _____ per 1000 sq. ft.
- 3. Fertilization (placement only) \$ _____ acre
- 4. Pest Control-Chemical (including material) \$ _____ hour
- 5. Pruning/Shearing Shrubs \$ _____ per 1000 sq. ft.
- 7. Vertical Mulch Trees \$ _____ each
- 8. Vegetation Removal \$ _____ sq. ft.
- 9. Clean Hardscape/Sidewalks \$ _____ sq. ft.

SPORTS TURF MAINTENANCE (PER SPECIFICATIONS)

- 1. Mowing - hybrid bermudagrass \$ _____ acre
- 2. Mowing - other \$ _____ acre
- 2. Edge & Trim \$ _____ per linear foot
- 3. Fertilization (placement only) \$ _____ acre
- 4. Hollow Core Aerification (w/removal of cores) \$ _____ acre
- 5. De-thatching (including removal) \$ _____ acre
- 6. Weed Control (w/chemical & boom) \$ _____ acre
- 7. Pest Control-Chemical (including material) \$ _____ acre

PLANT MATERIAL (INSTALLED)

- 1. Annual Color (4" container) \$ _____ each
- 2. Ground Cover \$ _____ flat
- 3. One (1) Gallon \$ _____ each
- 4. Five (5) Gallon \$ _____ each
- 5. Fifteen (15) Gallon \$ _____ each

- 6. 24" Box Size Tree w/triple staking system \$ _____ each
- 7. Seeded & Top Dressed Turf Repair \$ _____ per sq. ft.
- 8. Sodded Turf (remove, soil preparation & replacement) \$ _____ per sq. ft.
- 9. Hydroseeding to include: binder & fertilizer (seed excluded) \$ _____ per sq. ft.

SECTION 2 - INSTRUCTIONS AND INFORMATION

1. TERMS & CONDITIONS

- A. Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. At the conclusion of the final term of the Agreement, the City Manager shall have the authority to consent to an extension of the Agreement for a reasonable period of time, on a month to month basis, under the same terms, until a new Agreement is awarded.
- B. The City of Costa Mesa reserves the right to cancel this contract without cause with a 30-day written notice, or with cause, immediately.
- C. No price increases will be permitted during the first contract year. All decreases will be automatically extended to the City. Requests for price increases in the second or third contract year will require thirty days written notice to the Purchasing Division and include bona fide proof of cost increases. The net dollar amount of profit will remain firm during the period of contract. Adjustments increasing Contractor's profit will not be allowed.

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

- D. Rights Reserved. (a) Rejection of Work. Contractor agrees that the City of Costa Mesa has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of Costa Mesa reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal. The original Contractor can be liable for any resulting increased costs.
- E. Contractor agrees that if there is a change in ownership prior to completion of this contract, the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the City.
- F. Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the City. This obligation shall apply to Contractor's employees, agents, sub-Contractors, or other parties associated with accomplishing the work. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the City.

- G. Any correspondence referring to the terms, prices and conditions of this contract must be directed to the Purchasing Division to the attention of the Purchasing Supervisor. For further information, contact Kimberly Wilson, Purchasing Supervisor, (714) 754-5062, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
- H. Contractor's financial books, employment records, maintenance related records, and plans or such part thereof as may be engaged in the performance of this contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City unless otherwise protected by applicable laws.
- I. This contract is subject to and contingent upon applicable budgetary appropriations being made by the City of Costa Mesa City Council each fiscal year during the term of this contract. If such appropriations are not forthcoming, the contract may be terminated or reduced in scope without penalty to the City with required prior notice.
- J. This contract shall be construed and interpreted according to the laws of the State of California.
- K. Any changes beyond this document shall occur only when ordered in writing by the City of Costa Mesa Public Services Director or Authorized Representative. In absence of such written order, any such product supplied or work performed shall be considered unauthorized and will not be paid.
- N. As applicable, all items furnished on this contract shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.
- L. Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed or supplies provided pursuant to this contract including, but not limited to, any requirements specified in State government codes.
- M. Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the City of Costa Mesa. It is expressly understood and agreed that the successful Bidder and its employees shall in no event, as a result of this contract, be entitled to any benefits to which City of Costa Mesa employees are entitled including but not limited to, overtime, any retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- N. Prevailing Wage: It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract. The Contractor will be required to comply with the California Labor 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.

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

2. BOND REQUIREMENTS

BONDS - BID SECURITY. Bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City of Costa Mesa, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City of Costa Mesa, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited, or said bond shall become payable in case the bidder depositing same does not within ten (10) consecutive calendar days after written notice, execute this contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PAYMENT PERFORMANCE BOND (Labor & Materials). Successful bidder shall furnish within ten (10) consecutive calendar days after written notice, a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

Substitution of Securities for Retained Funds. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Costa Mesa to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

3. INDEMNIFICATION

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

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

Contractor agrees to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (Contractor's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of City, if any.

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

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

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

Contractor shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees

that is required of Contractor and shall incorporate identical indemnity provisions in all contracts between Contractor and his subcontractors.

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

4. INSURANCE

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

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

5. WORKERS' COMPENSATION INSURANCE

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

6. LIABILITY INSURANCE COVERAGE

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

1) Additional insureds: (For Commercial General Liability only)

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

D. All insurance carriers utilized by the Contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require Contractor's insurance carrier(s) to be admitted insurers in the State of California.

7. PROOF OF INSURANCE:

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

8. PAYMENT:

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

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

SECTION 3 - GENERAL SPECIFICATION

1. GENERAL PROVISIONS

A. Scope of Work

BIDDER IS REQUIRED TO SUPPLY ALL LABOR, EQUIPMENT AND MATERIALS; INCLUDING BUT NOT LIMITED TO: PESTICIDES, HERBICIDES AND FERTILIZERS AS SPECIFIED FOR THIS CONTRACT.

The scope of work consists of maintenance of landscape, hardscape and turf in City parks, recreational facilities, sportsfields, parkways and medians, fire stations and other miscellaneous areas within the City of Costa Mesa. The work consists of mowing, trimming and edging of turf, weeding and edging of ground cover, mulching, preventing and controlling weeds in turf, planters and hardscape and tree wells, trimming of shrubs, application of pesticides and fertilizers, cleaning and maintenance of hardscape areas, litter collection and disposal, and other activities normally associated with the maintenance of municipal landscaped areas.

B. Locations

All locations are listed in the Detailed Pricing Sheets.

C. Quality of Work

The Director of Public Services or his/her Authorized Representative (City 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 City Representative may act in his behalf regarding administration of this agreement. Any replacement plant material must be approved by the Director of Public Services or his designee prior to installation.

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

D. Inclement Weather:

The Contractor shall adjust workforce and mobilize staff to perform the following tasks during inclement weather on scheduled work days: Clear all drains within maintenance sites of debris to insure proper intake of storm water. Clear sidewalks within or adjacent to maintenance sites of any debris that interferes with safe pedestrian passage. Remove damaged or partially detached tree limbs, debris or hazardous items from within maintenance sites.

E. Landscape Maintenance Specifications

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

F. Definitions

All references herein to "City" shall mean the City of Costa Mesa or its Authorized Representative.

2. CONTRACTOR'S RESPONSIBILITY

A. Experience

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

B. Local Office

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

C. Licenses and Permits

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

D. Contractor is an Independent Contractor

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

E. Indemnification

The Contractor shall indemnify and otherwise hold harmless the City, and its officials, officers, employees, agents and other representatives, from all liability, loss or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor or of any

of its agents in the course of or in connection with the Contractor's performance under the contract. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

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.

F. Subcontractors

No subcontractors will be recognized as such. All persons engaged in the work shall be considered as employees of the Contractor, and the Contractor shall be held directly responsible for their work, compensation or any financial liabilities associated with the performance of this contract.

G. 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.

H. Personnel

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

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

I. Supervision

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

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

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

J. 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. Written Recommendations from a pesticide dealer, created expressly for this contract, are acceptable, but shall not preclude any other requirements herein.

K. Scheduling of Work

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

The schedule shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified may result in the issuance of a Deficiency Notice and the monthly payment will be withheld until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 6:30 a.m. and 5:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform contract maintenance on weekends or at other hours. No maintenance functions shall be commenced before 7:00 a.m. in residential areas.

L. Underground Alert

The Contractor will comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least two (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.

M. Material Safety Data Sheets

Contractor is required to provide to the City, a completed set of Labels and MSDS (Material Safety Data Sheets) for hazardous substances utilized in the performance of this contract and/or as required by Labor Code Sections 6832 and 6390, General Industrial Safety Order Section 5194 and Title 8, California Administrative Code. All MSDS are to be hand delivered to the City Representative or mailed to Maintenance Services Division, City of Costa Mesa at PO Box 1200, Costa Mesa, California 92628-1200.

3. PAYMENT

A. Method of Payment/Monthly Reports

The Contractor will be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by an invoice 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 twelve (12) equal payments.

B. Payment Withheld

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

- 1) Work required in the specifications, which is defective, incomplete, or not performed.

- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make payments properly to subcontractors or material providers for materials and labor.
- 4) A reasonable doubt that the contract may be completed for the balance then unpaid.

4. TERM OF CONTRACT

- A. Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. At the conclusion of the final term of the Agreement, the City Manager shall have the authority to consent to an extension of the Agreement for a reasonable period of time, on a month to month basis, under the same terms, until a new Agreement is awarded.
- B. The contract may be terminated by either party with thirty (30) calendar days written notice; except that if the Contractor should neglect, refuse, or fail for any reason to perform the work, the City may terminate the contract for nonperformance with seven (7) calendar days written notice.

5. NON-PERFORMANCE

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

6. NOTICE REQUIREMENT

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

Ernesto Munoz, Public Services Director
Public Services Department
City of Costa Mesa
P. O. Box 1200
Costa Mesa, CA 92628-1200
Phone: (714) 754-5343
Fax Number: 714-754-5028

Company Name: _____

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

7. ADDITIONS/DELETIONS

Changes in the areas to be maintained may be made as the City accepts new areas or relinquishes currently maintained areas. Pricing will be determined by the pricing in effect at the time of the change for sites of similar scope of work. Any and all such changes shall only be made upon written notification in the form of a Change Order approved by the Public Services Director which shall clearly state the additional scope of work and the effective date of the change. The contract amount will be adjusted to reflect the additions or deletions.

8. EMERGENCY CALLS

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

9. SAFETY REQUIREMENTS

- a. Generally

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

- b. Hazardous Conditions

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

c. Traffic Control

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

Contractor shall submit and receive approval of a traffic control plan annually prior to beginning work on any arterial street. The permit shall be renewed annually at no cost to the Contractor. Work requiring a lane closure may not begin on arterial roadways until after 8:30 a.m. Monday through Friday.

For non-recurring work requiring a lane closure, Contractor shall notify local authorities of intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with City and other applicable local authorities (State of California, County of Orange, etc.) relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles.

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

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

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

10. 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 use of equipment or power 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.

11. 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 keeping green waste generated from work conducted within the City separate from general refuse. The City shall provide a disposal site within the City for both general trash and green waste at no cost to the

Contractor, accessible during normal City working hours. No hazardous waste shall be deposited on City property and no items shall be removed from City refuse operations.

12. VEHICLE RESTRICTIONS

Landscaped areas and walkways shall not be driven upon by trucks or other large maintenance equipment not intended specifically for that purpose without specific approval by the City Representative. Mowers are permitted.

13. PROTECTION AND PRESERVATION OF PROPERTY

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

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

14. PUBLIC RELATIONS

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

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.

15. INSPECTIONS

- a. Inspections will be performed by representatives of the City at specified times and random visits when the Contractor may be on the site.
- b. All inspections called for by the Contractor shall be requested from the Maintenance Supervisor at least **Twenty-Four (24) hours** prior to the anticipated inspection. All requested inspections shall be performed during normal City working hours, Monday through Friday.
- c. All work shall meet the approval of the City or be rectified by the Contractor to a condition that meets acceptance, at no additional cost to the City. If the Contractor calls for inspections and is not ready for the inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

16. NOTICE OF COMPLETION

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

17. GENERAL CLEAN UP

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

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

SECTION 4 – SPECIAL PROVISIONS

1. GENERAL LANDSCAPE MAINTENANCE

Landscape maintenance shall include turf, shrub, ground cover areas, trees, drainage structures and hard surface areas. Maintenance includes the routine mowing, pruning or trimming of turf, shrubs, ground cover to maintain a neat appearance. The following maintenance specifications apply for all sites, with enhanced maintenance requirements specifically listed for each type of site as appropriate, i.e. 'Medians', 'Sports Fields', 'Miscellaneous Sites', etc.

Keep all areas in a neat, clean, and well maintained condition at all times. 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. 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. At a minimum, all litter shall be removed from each site at the time of regular maintenance.

Maintain all drainage structures within or immediately adjacent to contract service sites in a sufficient manner to avoid obstruction and in a weed and debris free condition at all times. Keep sidewalks within and adjacent to sites, other hard surface areas free of obstructions, water, mud, algae, slime, silt, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching on public right of way.

2. GUARANTEE AND/OR REPLACEMENT POLICY

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

3. IRRIGATION

A. Irrigation Testing & Repair

City staff shall be responsible for the testing and repair of all on-site irrigation from the water meter through lateral lines and sprinkler heads, except for damages caused by Contractor. This includes the irrigation controller and specialty equipment (flow meters, master valves, etc.)

Damages caused by Contractor shall be the responsibility of the Contractor to repair within 24 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same type and model as original installation, unless a substitute is approved by City Representative. Failure to effect timely repairs will result in City performing repairs and recouping of costs through deduction from monthly payments. In addition, a Performance Deficiency Notice will be issued to the Contractor.

B. Irrigation Scheduling and Water Management

The City shall be responsible for the programming of all irrigation controllers. The Contractor shall notify the City Representative of any wet or dry conditions on a daily basis. Unless otherwise requested, the City will adjust irrigation schedules as appropriate using information provided by the Contractor on the Monthly Work Schedules submitted. Any requests, by the Contractor for

adjustments in the programming shall be submitted a minimum of five (5) working days prior to the effective date of the change.

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

4. WEED AND PEST CONTROL

A. GENERAL

- 1) Control of horticulturally damaging plant pests shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser, at no additional cost to the City, are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention, control 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. Contractor shall employ Integrated Pest Management strategies in conjunction with the City Representative. Proper cultural practices shall be a part of the Contractors pest control program. Failure to take reasonable measures to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.
- 2) The Public Services Department of the City of Costa Mesa solicits and encourages the use of effective alternative pest control measures.
- 3) Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Orange.
- 4) Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the Public Services Department of the City of Costa Mesa.
- 5) Prior to the beginning of the contract period, Contractor shall supply to the City a list of all proposed chemicals to be used in the fulfillment of said contract. The most current specimen labels and Material Safety Data Sheets for all listed chemicals and PCA recommendations shall be supplied, at no additional cost to the City, at this time. PCA recommendations shall be provided on a yearly basis. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses and 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 that the Contract is in effect.
- 6) 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.
- 7) A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area, rate and method of application, and time of day.
- 8) City must give consent prior to application of any Category 1, or 'restricted use' pesticide.

B. REQUIRED REPORTS

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

C. PEST CONTROL

1. Landscaped areas (shrub and ground cover)
 - a. Weed control
 - i. All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the recommended rate according to the label. See Pre-emergent Schedule, Exhibit B.
 - ii. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.
 - b. Snail control
 - i. Snails shall be controlled on an as needed basis on all plant material, as determined by the City.
 - c. Insect and disease control
 - i. All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

D. WEED CONTROL - PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints, within each site and in

areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

5. LANDSCAPE MAINTENANCE

A. SHRUB MAINTENANCE

1) Shape

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

2) Pruning

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

3) Shearing

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

4) Fertilizer

Fertilize all shrub planters per Fertilizer Schedule, Exhibit B.

5) Pre-emergent

Apply City approved pre-emergent herbicide per Fertilizer Schedule. See Exhibit B. The Contractor may choose to apply pre-emergent on a more frequent basis to manage weed populations at an acceptable level and reduce manpower requirements. Applications in excess of those required in Fertilizer Schedule will be at the discretion and at the expense of the Contractor.

B. GROUND COVER MAINTENANCE

1) Trimming

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

2) Fertilizer

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

3) Pre-emergent

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

C. GENERAL TURF MAINTENANCE (Parkways & Medians, Fire Stations, Miscellaneous Areas, Parks & Facilities)

1) Mowing

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

2) Frequency

Turfgrass shall be mowed **one (1) time per week** during the months of January through September. Turfgrass shall be mowed **every-other-week** during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December at no additional cost to the City should he/she desire.

3) Cutting Height

All warm season turf grasses (except hybrid Bermuda grass) shall be cut at 1" to 1 ½" throughout the year. Hybrid Bermuda to be cut at ½" to 1¼" or as directed by City. All cool season turf grasses shall be cut at 2" throughout the year. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.

4) Machine Type

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

5) Clippings

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

6) Edging

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

7) 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 contact 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 no greater than the drip line of shrubs.

8) Weeds

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

9) Pre-emergent herbicide

Pre-emergent herbicides labeled for use on turf shall be applied as directed by City Representative as an extra work item priced per Extra Work Bid Form.

10) Fertilizer

Fertilizer type and application requirements are listed in Fertilizer Schedule (Exhibit B). This is a minimum requirement. Turf grass 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 location and exact date the fertilizer application will be performed; quantity and type of fertilizer to be applied; and method of application to be used.

All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City. Irrigation to be applied per product label as appropriate.

11) Re-seeding and restoration

The Contractor is responsible to overseed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality. 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. The topdress material, seed and application rate shall be as approved by the City.

12) Renovation and Repair

The renovation of approximately 85 acres of turfgrass shall be performed 1 time per each year of the contract per schedule Exhibit B. Renovation shall be performed during the period between May 1st and September 30th. Turf renovation shall consist of hollow-core aeration (with mowing or removal of cores), vertical mowing (dethatching with thatch removal), and fertilization. Ruts, holes, low areas that do not drain, settling or 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.

13) Trees Protection and Tree Staking

Contractor shall follow best maintenance practices to insure there is no contact to a tree with a mower, string trimmer or other mechanical device or tool. Contractor shall insure through proper application techniques and product selection that no damage is caused to any City tree by the application of any herbicide or other product.

Contractor shall not use string trimmers, mowers or apply herbicide within two feet (2') of any young tree. A 'young tree' is a tree that has support stakes or is less than three inches (3") in diameter at standard height (54" dsh). Contractor shall mechanically remove weeds and maintain a three inch (3") layer of organic mulch applied in a circular pattern not less than eighteen inches (18") from the base of young trees. Mulch shall be kept a minimum of three inches (3") from the base of trees.

Trees that are determined to be damaged or destroyed by Contractor shall be removed and replaced by the Contractor at no cost to the City. Trees shall be replaced at a 1:1 ratio with a 24" box-size trees if the damaged or dead tree is less than or equal to 3¼" dsh and a 36" box-size tree if the damaged or dead tree is greater than 3¼" dsh. The species of the replacement tree(s) shall be determined by the City Representative.

All trees installed by Contractor as a result of Contractor damage shall be installed with a pre-approved triple-staking system with trunk protection guard. Trunk protection guards are to be continually replaced when absent from the base of trees that are less than 3¼" dsh. Contractor shall guarantee the health and survival of the replacement tree and provide the care stated above, for one year from the date of replanting.

E. SPORTS TURF MAINTENANCE

1) Mowing Equipment

All sports fields, except Jack Hammett Sports Complex and the TeWinkle Athletic Complex, may be mowed with a rotary mower. The Jack Hammett Sports Complex and the TeWinkle Athletic Complex shall be mowed with reel-type mowers. All commercial reel-type mowers utilized for these sites shall be equipped with minimum of a seven (7) blade reels and variable speed hydrostatic controls, except for the smaller commercial walk behind reel-type mowers that shall be utilized to mow TeWinkle Athletic Complex Baseball Field (Field #4) and smaller non-sports field areas of these two sites, which are not required to be hydrostatically driven.

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 to prevent introduction of noxious weeds into the sports turf.

Contractor is responsible for the performance of the mowing equipment and any damage caused by failure of the equipment. Contractor shall be responsible for the cleanup of City

property and proper disposal of hydraulic fluid, oil or fuel leaked from Contractor's machines. Contractor shall restore any City property damaged by such equipment failures to its condition prior to the failure.

Contractor shall utilize ramps or other similar devices to access sites where a curb must be crossed with a machine. Contractor shall be responsible for the repair of damaged concrete resulting from failure to follow this requirement.

2) Height and Speed 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 and improved common Bermudagrass varieties shall be 0.75" to 1.0" 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.

The ground speed of reel-type mowers shall be maintained at such a rate that will not result in uneven or irregular cutting; 'Marcelling effect'. Uneven and/or irregular cutting will result in the site being mowed a second time with a machine that will provide the specified quality of cut.

At no time shall a rotary mower with an uneven deck, bent blade or other defect resulting in uneven cut, scalping or gouging of the turf be permitted to mow a site.

3) Mowing Pattern

The Contractor shall change the direction and pattern of mowing each time sports turf is mowed.

4) Mowing Frequencies

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

Jack Hammett Sports Complex and TeWinkle Athletic Complex:

Mar. 1 thru Sept. 30: Mow hybrid/improved Common Bermudagrass fields **2 times per week**.

Oct. 1 thru Nov. 30: Mow hybrid/improved Common Bermudagrass fields **1 time per week**.

Dec. 1 thru Feb. 28th: Mow hybrid/improved Common Bermuda **every other week**.

All Other Sports Fields:

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

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

5) Disposal of Clippings

Clippings shall be collected and removed at 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. Clippings may be removed with rotary mowers provided the rotary mowers do not affect the required mowing quality. Mulching mowers may be used upon prior approval by the City Representative.

6) Litter Removal

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

7) 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. All sports turf that borders brickdust play surfaces shall be edged with a power edger equipped with a steel blade. Edging of sports turf i.e. base paths, field of play, batters/coaches boxes, mounds, etc. shall be straight. String lines or other methods of insuring a straight cut may be utilized.

The City Representative may authorize the use of a string trimmer in certain situations where it may be deemed appropriate. The Contractor shall remove all debris generated by the edging operation and broom or blow clean all hard surface areas prior to leaving the facility. Blowing debris onto shrub or planter areas is permitted. No debris may be blown on to the freshly mowed turf, into any parking lot, roadway or any drainage structure.

8) String Trimming

String trimming shall be performed **at the same frequency as the mowing operations**. Mechanically trim turf growth using a string trimmer around buildings, valve boxes, lamp fixtures, walls, poles, 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, if complete removal of grass is allowed it will 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 will be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the City.

F. MEDIANS

1. All specifications previously listed for Shrub, Groundcover and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks and patterned concrete surfaces, which are part of the median.
2. All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept "weed free" at all times.
3. All hard surface areas shall be cleaned monthly to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.
4. Plant material shall not be allowed to obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36") in height as measured from the road surface in any area where traffic site

lines may be impacted. City Representative may provide direction as requested for proper maintenance.

5. Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints, and areas contiguous to the City landscape.
6. All maintenance personnel shall wear safety vests while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without City approved Traffic Control Plan and all required traffic control signage in place.
7. Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

G. MISCELLANEOUS AREAS – SPECIAL PROVISIONS

1. All general landscape maintenance specifications shall apply to the maintenance of Miscellaneous Areas where applicable, unless otherwise specified below.
2. Special Work Provisions for each site below are listed under Item #3 this section:
 - Broadway Avenue Streetscape – Fullerton Ave. to Irvine Ave.
 - Complete Landscape & Irrigation Maintenance
 - Joann Street Bike Trail – Placentia Ave. to Fair Dr.
 - Complete Landscape & Irrigation Maintenance
 - Adams Ave. – Santa Ana River Bridge to approx. 500' before Mesa Verde Dr. East
 - Sidewalk (south side) & Unpaved right-of-way (north side) Maintenance
 - Fairview Rd. – Wilson St. to I-405 overpass
 - Sidewalk Maintenance
 - Wilson to Fair Dr. – both sides
 - Fair Dr. to Merrimac – west side
 - Conway to McCormack – west side
 - Conway to Boise – east side
 - Fairview Rd. – North & East of I-405 northbound off ramp
 - Unpaved right of way maintenance
 - ATT Cabinet Locations – Various
 - Limited Landscape Maintenance
 - Cadillac Bicycle Trail (Sunflower @ Cadillac)
 - Limited Landscape Maintenance
 - Elden Avenue Right-of-way (
 - Limited Landscape Maintenance
 - Monaco Terr.
 - Limited Landscape Maintenance
 - Rue de Cannes
 - Limited Landscape Maintenance

3. Special Provisions – Miscellaneous Sites

Broadway Avenue Streetscape – Fullerton Ave. to Irvine Ave.

Complete Landscape & Irrigation Maintenance as stated below:

Frequency: once per week, year around.

The Contractor shall perform the following tasks at this location:

Irrigation Inspections:

Weekly - Inspect location to determine the health of the plants to insure proper watering for the plants is occurring.

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

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

Inspection shall include:

- Irrigation Controller(s)
- Electrical wiring throughout the location
- Lateral Lines
- Spray heads
- Remote control valves
- Quick coupler valves
- Isolation valves
- Pressure Regulator(s)
- Basket strainers
- Drip Lines
- Drip Emitters
- Valve Boxes
- Locks

Monthly – Inspect mulch in planters to determine the need for additional mulch and submit a status report to the City's Representative, by the first day of each month.

Monthly - Inspect decomposed granite ground cover (DG) monthly to determine the need for additional D.G. and submit a status report to the City's Representative, by the first day of each month.

Weed Control:

Weekly - Inspect site. Chemically treat or mechanically remove all weeds.

Apply pre-emergent herbicides per the schedule in Exhibit "B". Any additional applications shall be approved in advance by the City's Representative.

Post emergent herbicide applications are to be scheduled with the appropriate chemical(s) to eradicate the weed(s) completely. Visible dead weeds shall be removed.

Rodent Control:

The Contractor shall perform rodent control throughout the project site as needed to manage populations. Contractor shall have written P.C.A. recommendations and utilize 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 shall 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 in a legal manner all dead rodents.

Fertilization:

Fertilization applications are to be applied per the schedule in Exhibit "B". Inspect monthly to determine if plants are in need of fertilizations. Any additional applications will need to be approved by the City's Representative.

The Contractor shall remove from the site and dispose of legally, all weeds and/or debris, including both animal and human waste generated or discovered in the performance of maintenance activities.

The Contractor shall trim and maintain all plants to allow for unobstructed access to all irrigation controllers, valve boxes, quick coupler valve boxes, pressure regulator cages, monument signs, bollards and bike path.

Materials:

The Contractor shall submit to the City Representative a price quote in writing for materials necessary to repair or replace all irrigation and electrical components, structures, mulch, D.G., trees, shrubs, groundcovers, locks, etc. A price mark-up not to exceed 10% of the Contractor's cost shall be allowed.

Joann Street Bike Trail – Placentia Ave. to Fair Dr.

Complete Landscape & Irrigation Maintenance as specified below:

Frequency: Complete maintenance once per week, year around.

Additional work: four days per week, year around.

The Contractor shall perform the following tasks at this location:

Inspections:

Weekly - Inspect location to determine the health of the plants to insure proper watering for the plants is occurring.

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

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

Inspection to include:

- Irrigation Controller(s)

- Electrical wiring throughout the location
- Lateral Lines
- Spray heads
- Remote control valves
- Quick coupler valves
- Isolation valves
- Pressure Regulator(s)
- Basket strainers
- Drip Lines
- Drip Emitters
- Valve Boxes
- Locks

Monthly – Inspect mulch in planters to determine the need for additional mulch and submit a status report to the City’s Representative, by the first day of each month.

Monthly - Inspect decomposed granite ground cover (DG) monthly to determine the need for additional D.G. and submit a status report to the City’s Representative, by the first day of each month.

Weed Control:

Weekly - Inspect site. Chemically treat or mechanically remove all weeds.

Apply pre-emergent herbicides per the schedule in Exhibit “B”. Any additional applications shall be approved in advance by the City’s Representative.

Post emergent herbicide applications are to be scheduled with the appropriate chemical(s) to eradicate the weed(s) completely. Visible dead weeds shall be removed.

Rodent Control:

The Contractor shall perform rodent control throughout the project site as needed to manage populations. Contractor shall have written P.C.A. recommendations and utilize 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 shall 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 in a legal manner all dead rodents.

Fertilization:

Fertilization applications are to be applied per the schedule in Exhibit “B”. Inspect monthly to determine if plants are in need of fertilizations. Any additional applications will need to be approved by the City’s Representative.

The Contractor shall remove from the site and dispose of legally, all weeds and/or debris, including both animal and human waste generated or discovered in the performance of maintenance activities.

The Contractor shall trim and maintain all plants to allow for unobstructed access to all irrigation controllers, valve boxes, quick coupler valve boxes, pressure regulator cages, monument signs, bollards and bike path.

Materials:

The Contractor shall submit to the City Representative a price quote in writing for materials necessary to repair or replace all irrigation and electrical components, structures, mulch, D.G., trees, shrubs, groundcovers, locks, etc. A price mark-up not to exceed 10% of the Contractor's cost shall be allowed. No materials shall be installed without authorization in writing from the City Representative.

Additional Work:

In addition to the once per week complete maintenance frequency, the Contractor shall have one (1) staff member assigned to the Joann Bike Trail four days per week, for a minimum of four (4) productive hours.

This staff person shall perform the following tasks daily:

- Remove trash, debris, dog feces throughout the site.
- Inspect plant material throughout the site; remove dead plant material and hand water areas that are in need of additional watering on a daily basis.
- Activate all three (3) irrigation controllers on a weekly basis to determine if the irrigation controllers are working properly. Check soil moisture conditions to confirm.
- Inspect all valve boxes to insure that all valve boxes have the bolt for locking the lids properly installed, correct as needed.
- The Contractor shall report any vandalism, dead or missing plants or theft to the City's representative on a daily basis.
- The Contractor shall provide a form with a list of items performed on a daily basis.
- The Contractor shall communicate with the City's Representative on a daily basis regarding this site.

The Contractor shall remove from the site and dispose of legally, all weeds, debris or other materials generated by the specified work. The Contractor may dispose of debris generated by Contractor's activities in a designated area within the City's corporate yard.

The Contractor shall trim and maintain all plants for access to all irrigation controllers, valve boxes, quick coupler valve boxes, pressure regulator cages, flush valve boxes, monument signs, bollards and away from the bike path.

Adams Ave. – Santa Ana River Bridge to approx. 500' before Mesa Verde Dr. East

Sidewalk (south side) & Unpaved right-of-way (north side) Maintenance

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower once per month. No material may be deposited in the street.

Contractor shall remove litter, leaves, sucker growth, debris and weeds from the unpaved right-of-way on the north side of the street once per month. No leaf blower shall be used.

Fairview Rd. – Wilson St. to north end of I-405 overpass

Sidewalk Maintenance (east & west side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower once per month. No material may be deposited in the street.

Fairview Rd. – North & East of I-405 off ramp

Unpaved right-of-way maintenance (slope area)

One time each month Contractor shall remove litter, debris and string trim or otherwise cut weeds to a height not to exceed four inches (4"). Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the sidewalk adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed four inches (4").

AT&T Cabinet Locations

Contractor shall perform weeding, fertilization, dead plant removal and new plant installation, mulch installation and graffiti reporting at fifty-six (56) AT&T Cabinet sites.

Contractor shall water all plants, at non irrigated sites weekly April through October or as needed. Contractor shall water all plants, at non irrigated sites monthly November through March or as needed.

Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.

Contractor shall replace dead plants as needed. Replacement plants shall be *Ligustrum japonicum* - Fifteen (15) gallon container size.

Contractor shall remove all weeds mechanically or chemically.
Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
Contractor shall perform rodent control as needed to eradicate pests.
Contractor shall replenish mulch as needed to maintain 100% coverage of the soil.
Contractor shall replace damaged black weed fabric as needed.
Contractor shall report to the City Representative any damage, vandalism, graffiti or other maintenance issues on a weekly basis.

AT&T Locations:

<u>Site#</u>	<u>Location</u>	<u>Site#</u>	<u>Location</u>
1	619 W. 18 th St.	30	1510 Orange Ave.
2	201 E. 19 th St.	31	1600 Orange Ave.
3	850 W. 19 th St.	32	1829 Orange Ave.
4	183 W. 20 th St.	33	2035 Orange Ave.
5	278 W. 20 th St.	34	2158 Orange Ave.
6	290 22 nd St.	35	2204 Orange Ave.
7	217 23 rd St.	36	2348 Orange Ave.
8	1886 Anaheim Ave.	37	740 Paularino Ave.
9	1912 Anaheim Ave.	38	910 Paularino Ave.
10	295 Avocado St.	39	993 Paularino Ave.
11	1302 Baker St.	40	565 Plumber St.

12	1639 Baker St.	41	1825 Pomona Ave.
13	1446 Bristol St.	42	2701 Presidio Ave.
14	105 Fair Dr.	43	1678 Santa Ana Ave.
15	108 Fair Dr.	44	1775 Santa Ana Ave.
16	371 Fair Dr.	45	1801 Santa Ana Ave.
17	372 Fair Dr.	46	162 Santa Isabel
18	2511 Fairway Dr.	47	378 Santa Isabel
19	2603 Fairway Dr.	48	970 South Coast Drive
20	1240 Gisler Ave.	49	1792 Tustin Ave.
21	1654 Gisler Ave.	50	522 Victoria St.
22	1735 Gisler Ave.	51	2095 Westminster
23	1735 Gisler Ave.	52	465 W. Wilson St.
24	1768 Gisler Ave.	53	528 W. Wilson St.
25	2240 Meyer Pl.	54	562 W. Wilson St.
26	2995 Mesa Verde Dr.	55	3498 Wimbledon
27	1901 Monrovia Ave.		
28	196 Monte Vista Ave.		
29	1542 Nutmeg Pl.		

Cadillac Bicycle Trail

Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the bicycle trail and sidewalk adjacent to the site, blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed four inches (4").

Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.

Elden Avenue Right-of-way

Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from right-of-way. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Monaco Terr.

Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Rue de Cannes

Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a

pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall trim all shrubs to maintain an acceptable appearance. Trees are excluded. All debris shall be removed per above paragraph.

EXHIBIT "A"

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY STATUS MEMO

Company _____
Location _____
Date _____

Performance Deficiency Notification Date: _____

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

C=Corrected Un=Un-corrected

Ground Cover

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

Shrubs

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

Hard Surfaces/ Medians

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

Turf

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

Reports

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

Comments:

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

Inspector: _____ Date: _____ Substandard Performance: \$ _____

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

Total Value: \$ _____

EXHIBIT “B”

FERTILIZATION, BROADLEAF CONTROL AND PRE-EMERGENT SCHEDULES

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

TURF FERTILIZATION SCHEDULE

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

<u>Frequency</u>	<u>Month</u>	<u>Material</u>	<u>Rate</u>
1x/yr.	March 1	21-7-14	5 lbs./1000 sq. ft.
1x/yr.	Sept. 1	19-4-4	5 lbs./1000 sq. ft.

TURF RENOVATION

1x/yr.	May-Sept.	Aerification	85 acres per year
1x/yr.	May-August	Dethatch	85 acres per year

BROADLEAF WEED CONTROL APPLICATION

1x/yr.	March-April and as needed throughout the year	All sites
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SHRUB AND GROUNDCOVER FERTILIZATION AND PRE-EMERGENT SCHEDULE

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

Groundcover and shrub beds.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr.	May 1 Aug. 1	15-15-15 15-15-15	6 lbs./1000 sq. ft.
2x/yr.	March 1 Oct. 1	Dimension 270G Dimnesion 270G	Maximum Rate Per Label