

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
MARINA LANDSCAPE MAINTENANCE, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of October, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MARINA LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide park and landscape maintenance services on City property, as more fully described herein; and

WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

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

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Maintenance Services 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.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages;

prevailing wage laws set forth in California Labor Code sections 1770 *et seq.*, including the keeping of all records required by the provisions of Labor Code section 1776; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances. 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.

1.4. 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.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the Pricing Summary Form set forth in Exhibit B. Contractor's annual compensation for the first year of this Agreement shall not exceed Two Million Ninety-Nine Thousand Five Hundred Sixty-Six Dollars and Ninety-Nine Cents (\$2,099,566.99). Thereafter, the annual compensation may be increased or decreased on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles – Riverside – Orange County area (CPI-U), based on an increase or decrease to the CPI-U for the twelve (12) month period preceding the anniversary date of this Agreement. Contractor may request an increase in the annual compensation based on an increase in the CPI-U following each anniversary date during the term of this Agreement by submitting a written request to City that includes documentation evidencing the increase ("Request for Increase"). If there is a decrease in the CPI-U, then City will provide Contractor with written notice of such decrease and documentation evidencing the decrease ("Notice of Decrease"). Following a Request for Increase or Notice of Decrease, the parties will enter into an amendment to this Agreement reflecting the adjustment to the total annual compensation. No adjustment to the annual compensation will be retroactive.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Contractor shall begin furnishing Services on **July 1, 2017** ("Commencement of Work"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Commencement of Work, ending on June 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. 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 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.

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 coverages 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.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by 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: "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) 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 coverages 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 "C" and incorporated herein by this reference.

5.5. Non-Limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions 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 CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, renewals, and/or extensions 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 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; or b) 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:

Marina Landscape Maintenance, Inc.
3707 W. Garden Grove Blvd.
Orange, CA 92868
Tel: (714) 704-0421
Attn: Darin Sherlock

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200
Tel: (714) 754-5343
Attn: Maintenance Services Manager

With courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200
Attn: Finance Department

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 "D" 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 and Costs. 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 or 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. 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.

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

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of 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.

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

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

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

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

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

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

6.22. Severability. If any provision of this Agreement is determined by a court of

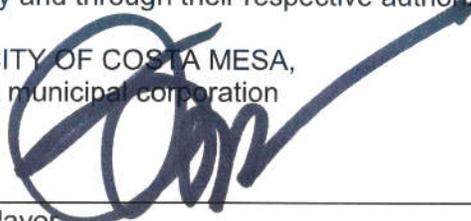
competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based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

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

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

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

CITY OF COSTA MESA,
A municipal corporation



Mayor

Date: 11-2-16

CONTRACTOR



Signature

Date: 10-13-16

Robert B. Cowan, president

Name and Title

46-5758895

Social Security or Taxpayer ID Number



Signature

Date: 10-13-16

Robert B. Cowan, Secretary

Name and Title

ATTEST:



Brenda Green
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 10/20/16

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 10/20/16

APPROVED AS TO PURCHASING:

[Signature]
Interim Finance Director

Date: 10-20-16

DEPARTMENTAL APPROVAL

[Signature]
Interim Public Services Director

Date: 10-20-16

[Signature]
Maintenance Services Manager

Date: 10-19-2016

EXHIBIT A
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

FOR

Parks and Landscape Maintenance Services

RFP No. 16-39



Public Services Department

CITY OF COSTA MESA

Released on June 10, 2016

REQUEST FOR PROPOSAL
RFP NO. 16-39
PARKS AND LANDSCAPE MAINTENANCE SERVICES

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified public entity or private firms (hereinafter referred to as “Proposer”). The awarded Contractor, (hereinafter referred to as “Contractor”) in accordance with the Sample Maintenance Service Agreement terms, conditions, and scope of work “Appendix A”. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Maintenance Service Agreement and any solicitation attachments/exhibits. The term is expected to be for three (3) years with two (2) one-year options to renew.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$119 million and a total budget of over \$154 million for fiscal year 2015-2016.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

The goal of this Request for Proposal (RFP) is to solicit Proposals from qualified landscape maintenance firms to provide high quality, comprehensive, park and landscape maintenance services to the City’s 160 acres of parks and landscaped parkways, medians and facilities. It is the City’s intent to contract for the complete day-to-day maintenance, repair and renovation of turf, landscape and park amenities. The City will identify the most qualified proposer and enter into a contract that would begin work on **July 1, 2017**. **Proposers should understand that pricing should reflect a contract start date approximately 1 year in the future.**

Proposers are encouraged to recruit, hire and retain qualified former employees of the City who may be displaced due to layoff, outsourcing of functions and/or services formerly provided by the City.

The City of Costa Mesa is seeking a company with a strong track record for delivering the highest quality work and excellence in customer service as it relates to providing municipal park and landscape maintenance. It is the City’s desire to contract for services with a firm that has successfully completed similar projects and has extensive experience in providing an all-inclusive maintenance program necessary to insure the community’s parks, recreational facilities and ornamental landscapes continue to be safe, attractive and a source of community pride. The selected firm will be responsible for the on-going maintenance of City parks,

recreational facilities, sports complexes, medians, parkways, bike trails, and specialized facilities including but not limited to tot-lots, skate park, dog park and sports courts.

The successful Proposer, shall have at least ten years of prior experience on similar types of projects. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.costamesaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal will be governed by the following schedule:

Release of RFP	June 10, 2016
Mandatory Pre-Proposal Conference	June 29, 2016 at 10:00 a.m.
Deadline for Written Questions	July 6, 2016 at 11:00 a.m.
Responses to Questions Posted on Web	July 8, 2016
Proposals are Due	July 13, 2016 at 2:00 p.m.
Interview (if held)	August 3-4, 2016
Approval of Contract	September 6, 2016
Start of Work	July 1, 2017

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

Pre-Proposal Conference: A **MANDATORY** pre-Proposal conference will be held on Wednesday, **June 26, 2016 at 10:00 a.m.** in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on

providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete **Appendix B Forms** and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. The letter must stipulate that the Proposal price will be valid from **July 1, 2017** thereon. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.
 6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost Proposal to the City, if applicable.
- **Staffing:** Provide a project team organization chart, identifying those who will perform the work, (including a list of similar type projects in which they have been directly involved) is required. Identify the Supervisors proposed for this project. The Supervisors will be the primary contact person to represent your firm and shall be the person to conduct the presentation, if invited for the interview phase. Sub-contractors, if any, shall be identified with the same requirements as the proposer. Upon award and during the contract period, if the contractor chooses to assign different

personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
 2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
 3. For private Proposers, provide at least five references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client name
 - Project description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail address.

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

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Cost Proposal:** All Proposers are required to use **Attachment B Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- **Bond Requirements:** Payment Performance Bond (Labor & Materials). Successful Proposer shall furnish within 10 consecutive calendar days after written notice of award, a payment bond in an amount equal to 100% of the total amount of the contract or Substitution of Securities for Retained Funds. The Contractor shall be permitted to substitute for any monies withheld by the City of Costa Mesa to ensure performance under this agreement, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, 22300.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Agreement:** The firm selected by the City will be required to execute a Maintenance Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. License Form
 3. Company Profile & References
 4. Ex Parte Communications Certificate
 5. Cost Proposal
 6. Disclosure of Government Positions
 7. Disqualifications Questionnaire
 8. Drug Free Acknowledgement

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **2:00 p.m. (P.S.T) on July 13, 2016** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

City of Costa Mesa
 City Hall
 Office of the City Clerk
 77 Fair Drive
 Costa Mesa, CA 92628-1200
RE: RFP No. 16-39 Parks and Landscape Maintenance

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

Buyer: Stephanie Urueta at stephanie.urueta@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's](#).

Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **July 6, 2016**. The City reserves the right not to answer all questions.

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

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

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

W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Qualifications of Entity and Key Personnel----- 20%**
Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.
2. **Approach to Providing the Requested Scope of Services----- 30%**
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. **Cost Proposal----- 30%**

Cost Proposals will be evaluated on the basis of the Total Estimated Annual Cost submitted in **Attachment B**.

4. **Proposer's Approach----15%**

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

5. **References---- 5%**

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

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

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

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **August 3, 2016 through August 4, 2016** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

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

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation

and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

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

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

Proposers shall include the Ex Parte Communications form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
11. **Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
12. **Conditions to Agreement:** The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for maintenance services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation Proposals and determining the lowest responsible bidder.
13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.
14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#). Proposers should check this web page daily for new information.

APPENDIX A
SAMPLE MAINTENANCE SERVICE AGREEMENT

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

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2016 ("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 provide maintenance of City property, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; 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 services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein by this reference (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Maintenance Services 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.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances. 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.

1.4. 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.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. 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 set forth in this Agreement without amending this Agreement as provided herein. 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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. 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.

4.2. Notice of Termination. 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 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.

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 coverages 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.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by 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: "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) 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 coverages 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 "C" and incorporated herein by this reference.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions 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 CEO 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 "D" 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 or 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. 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.

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

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of 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.

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

Interim Finance Director

Date: _____

Department Head

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

DEPARTMENTAL APPROVAL

Project Manager

Date: _____

APPENDIX B

FORMS

Vendor Application Form

License Information

Ex Parte Communications Certification

Disqualification Questionnaire

Disclosure of Government Positions

Company Profile & References

Drug Free Workplace Acknowledgement



**VENDOR APPLICATION FORM
FOR
RFP No. 16-39 LANDSCAPE MAINTENANCE**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

LICENSE INFORMATION

Individual/Firm Name: _____

State Contractor C-27 License # _____

County of Orange Business License for Pest Control # _____

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

Name of Individual and License Number: _____

Expiration date: _____

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

Name of Individual and License Number: _____

Expiration date: _____

Signing this _____ day of _____, 2014

By: _____

Print Name and Title

Address: _____

Telephone: _____

PROPOSER TO INCLUDE WITH THE PROPOSAL COPIES OF LICENSES LISTED BELOW:

- CALIFORNIA C-27 LICENSE
- CA DPR PEST CONTROL ADVISOR'S LICENSE
- CA DPR QUALIFIED APPLICATOR'S LICENSE

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 16-39 PARK AND LANDSCAPE MAINTENANCE SERVICES** at any time after **June 10, 2016**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 10, 2016** with a City Councilmember concerning **RFP No. 16-39 PARK AND LANDSCAPE MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor's License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

 Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

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 sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to Contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

1. Contractor or 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 sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such 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 sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or sub-grantee has made a false certification under Paragraph 1 above.

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

Drug-Free Workplace Acknowledgement

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

Authorized Signature

Date

ATTACHMENT A
SCOPE OF WORK

SECTION 1 - INSTRUCTIONS AND INFORMATION

1. TERMS & CONDITIONS

- A. The agreement shall remain in full force and effect for an initial period of thirty-six (36) months, unless terminated by either party. The agreement may be extended, with approval of both parties, for two (2) additional one (1) year periods for a maximum term not to exceed five (5) years.
- B. The City of Costa Mesa reserves the right to cancel this contract without cause with a 60-day written notice, or with cause, with fourteen (14) day written notice.
- C. **Non-Performance:** In case of termination by the City for nonperformance, the City may contract or cause to be done any work not completed at the time of the termination. Payment to the Contractor shall be reduced by the cost of the work. If it is determined the Contractor has not performed the work satisfactorily under a provision of this contract, a non-credit status may be enforced during this period on "noncompliance." This prorate shall be based on the total yearly amount for labor divided by the working days available. If a non-credit status is imposed due to the Contractor's nonperformance and/or noncompliance to the specifications and provisions contained herein or any other work applicable under this contract, it is agreed that the City may withhold payment for the value of the disputed work until the nonperformance or noncompliance is corrected. If not correctable, the City may deduct from any payment due, the value of the work that was either not performed or not in compliance with the specifications. This provision shall have no effect on any other rights the City may have under this contract.
- D. **Notice Requirement:** Notice shall be deemed to have been given by either party by posting of a registered letter, sending of a telegram, or fax to the business address of the other party.

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

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

- E. No price increases will be permitted during the first contract year. 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. An increase in the wages and benefits of classifications of laborers associated with this contract, if mandated by law, shall qualify as a bona fide basis for a request to increase the compensation for this contract. The City of Costa Mesa reserves the right to accept, negotiate or refuse the increase request, rebid the contract, or take any other action it deems appropriate in lieu of granting contract price increases.
- F. **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.

- G. 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.
- H. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the City. This obligation shall apply to Contractor's employees, agents, 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.
- I. 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.
- J. This agreement 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.
- K. This agreement shall be construed and interpreted according to the laws of the State of California.
- L. 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.
- M. 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.
- N. Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the City of Costa Mesa. It is expressly understood and agreed that the successful Proposer 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.
- O. **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.

- P. **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.
- Q. 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.
- R. 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.
- S. 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.
- T. In submitting the Proposal, the Proposer acknowledges that the Proposer has thoroughly and carefully read and understands the RFP documents and attachments; agrees to furnish the product at the prices, quantities, and terms and conditions stated; and certifies that the information contained in the Proposal is true and complete to the best of the PROPOSER'S knowledge.
- U. The Contractor acknowledges that he has read and agrees to all terms and conditions of this agreement.
2. **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 2 - GENERAL SPECIFICATIONS

LANDSCAPE AND TURF MAINTENANCE SPECIFICATIONS

1. GENERAL PROVISIONS

A. Scope of Work: The scope of work consists of the complete landscape, irrigation and specialty maintenance of parks, parkways, sports fields, lakes, and facilities within the City of Costa Mesa. The work consists of complete turf maintenance, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, application of pesticides, cleaning and maintenance of restrooms, hardscape areas, litter collection and disposal, and other activities normally associated with full service maintenance of municipal parks, recreational facilities and landscaped areas.

B. Locations: See Exhibit D – Detailed Pricing Sheets

C. Quality of Work: The Director of Public Services, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. Where the Director of Public Services is mentioned in these General Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement. To insure consistent quality of the work being performed, the City representative may inspect all areas covered by this contract within 24 hours after work is scheduled to be performed for the month. Any deficiencies shall be recorded on the Performance Deficiency Notification form, see Exhibit 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 shall re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see Exhibit A, to the Contractor. Any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the contractor in the Service Area and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

D. Definitions: All references herein to “City” shall mean the City of Costa Mesa or City’s Authorized Representative.

2. CONTRACTOR’S RESPONSIBILITY

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

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

C. Equipment List: All Proposers must provide a list of equipment they will use to fulfill the contract. The list must include the make, model, year of equipment and whether the equipment is owned or leased. The City reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.

D. Licenses and Permits: The Contractor shall, prior to submitting a Proposal 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 required categories. In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the applicable category. No Proposal shall be considered from a Proposer who, at the time the Proposal is submitted, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived. All vehicle operators performing work on this project shall have a valid State of California driver's license for the class of vehicle being operated and while working in the City have signage on two sides of each truck stating "Authorized Contractor for the City of Costa Mesa"; with Name of Company, Phone number(s) of Company and State Contractor's license number(s). The Contractor shall have a valid City of Costa Mesa business license prior to starting work. **The Proposer shall provide a copy of all required licenses, in their Proposal except for City Business License.**

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

F. 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.

G. 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.

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

I. Personnel – Minimum staffing levels, Supervision & Certifications: The Contractor shall furnish a minimum of thirty (30) staff members and two (2) supervisors, Monday through Friday and six (6) staff members on weekends and Holidays, to complete all work required under this contract during the regular and prescribed hours; and to the standards deemed acceptable to the City's Representative. All such personnel shall be physically able to perform the required 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 matching, well-maintained, company uniforms; with name of company and employee clearly visible. The City may require the contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

The Contractor shall notify the City's Representative at least forty-eight (48) hours prior to any staffing level changes that may arise due to training, employee issues, functions or meetings.

Regular staffing shall include the following:

1. Supervision: The Contractor shall assign adequate supervisory personnel to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in comprehensive maintenance of a wide range of municipal facilities, including but not limited to: plant care, irrigation management, pest control, soils, fertilizers, and plant identification. The supervisors must be fluent in the English language (written and spoken), and must be able to communicate effectively with City Representative, the public and subordinate staff. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas requiring attention to meet specifications. City shall retain the right to schedule meetings at any frequency.

2. Certification: A Certified Irrigation Technician that will be responsible for irrigation testing, identifying and making any necessary irrigation repairs as well as recommending/requesting specific irrigation scheduling changes. 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.

J. Scheduling of Work: On a monthly basis or more frequently if the City determines it is necessary, the Contractor shall provide a comprehensive schedule for the work to be conducted during the next work period. The schedule shall be of the calendar type and shall list the tasks to be accomplished per site and the number of employees and man-hours that shall be dedicated to the work. The schedule shall also indicate any special work assignments i.e. pesticide application, tree trimming, playground inspections, pressure washing, etc. that shall be conducted.

The schedules shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 3:00 p.m., Monday through Sunday including Holidays. The City may grant, on an individual basis, permission to perform contract maintenance at other hours.

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

L. Payment:

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

This is a prevailing wage contract. All Contractor employees must be paid in compliance with all applicable laws and prevailing wage determinations applicable at the time of award or otherwise mandated by changes in laws and/or regulations by Federal and/or State entities with authority over the classifications of workers for this contract. Certified payroll reports for all employees performing work on the contract during the billing period, shall be submitted with each invoice. The Contractor must meet all applicable State and Federal requirements and must be registered with the State Department of Industrial Relations for this project.

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

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

3. CONTRACT SITES

See Exhibit D – Detailed Pricing Sheets

4. ADDITIONS/DELETIONS

The addition or deletion of areas to be maintained may be made by the City with thirty (30) days written notice to the Contractor. To expedite any changes, the Contractor is to complete the Extra Work Bid Form, itemizing all applicable labor and material costs. Any and all such changes shall only be made upon written notification in the form of a change order approved by the Director of Public Services, which shall clearly state the effective date of the change, the adjusted contract amount and the scope of any changes. The contract amount shall be adjusted to reflect the additions or deletions.

5. EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City may be referred to the Contractor for immediate response.

- Contractor shall respond to emergency calls within two (2) hours from time of notification and shall notify the City Representative upon completion of the call out and the work performed.
- Contractor shall designate a person(s) who shall be available to respond to emergency calls 24 hours per day.
- Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis.

Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety or welfare of the public or notify the City Representative if that is not possible.

Failure to respond within two (2) hours of attempt to contact shall result in a \$300 penalty per incident. Failure to respond to an emergency when contacted, shall subject Contractor to any primary or secondary cost arising from said emergencies and may result in termination of contract.

6. SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls.

The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. 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.

B. Spills/Leaks: The Contractor must submit a written plan for the emergency clean-up of any leaks or spillage of hydraulic fluid, oils, pesticides and any other potentially hazardous materials.

C. Traffic Control: During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the City harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by City. Contractor shall notify City Representative of intent to begin work at least five (5) days before work is begun if the work shall include the closure of any traffic lane. The Contractor shall cooperate with local authorities and all other City departments relative to handling traffic through the area and shall make his/her arrangements relative to keeping the working area clear of vehicles. If the work is of a re-occurring nature, a one-time submittal of a traffic control plan shall be completed and approval received prior to the initiation of the work.

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

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

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

7. SOUND CONTROL REQUIREMENTS

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

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

8. WASTE DISPOSAL

City shall provide a refuse and green waste transfer collection area within the City for the handling of all waste generated by this contract. 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 deposit general trash and green waste each day from the contract at the City's transfer site. Additionally, the Contractor shall deposit all generated waste into the appropriate refuse container as provided by the City. The City will coordinate the emptying and tracking of such waste. Contractor shall keep refuse transfer area clean and free of any debris on the ground.

9. PROTECTION AND PRESERVATION OF PROPERTY

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

10. PUBLIC RELATIONS

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

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

11. INSPECTIONS

Inspections may be performed by representatives of the City at specified times and/or random visits; during or following times when the Contractor is on site.

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

All work shall meet the approval of the City, or be rectified by the Contractor to a condition that meets acceptance, at no additional cost to the City. If the Contractor calls for inspections and is not ready for the

inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

12. GENERAL CLEAN-UP

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

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

13. INCLEMENT WEATHER

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

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

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

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

SECTION 3 – SPECIAL PROVISIONS

1. GENERAL LANDSCAPE MAINTENANCE

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

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

2. PLANT GUARANTEE AND/OR REPLACEMENT POLICY

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

3. IRRIGATION

A. Irrigation Repairs: The Contractor shall be responsible for repair of all site irrigation downstream from the water meter beginning with the customer service valve; all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, rain gauges, control and communication wiring. The Contractor shall make all repairs using parts approved by the City's Representative and in accordance with the City's Irrigation Standards found in Exhibit "C". Contractor shall notify City Representative of any main line failure within twenty-four (24) hours of occurrence. Non-functioning and unrepairable components (controllers, devices, gear driven rotor sprinkler heads) shall be replaced by the Contractor at cost of the device plus 15%. Labor shall be paid by City at rate shown in bid pricing. The City Representative shall approve all repairs in advance. The Contractor shall not backfill any repairs without inspection by the City, unless authorized by the City Representative.

Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same type and model as original installation, unless a substitute is approved by City Representative. Failure to do so shall result in correction by the Contractor at no additional cost to the City.

B. Irrigation Scheduling and Water Management: The City shall be responsible for the programming of irrigation controllers that are part of the City's Rainmaster or Rain Bird centralized systems. The Contractor shall be responsible for programming all other irrigation controllers.

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

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

1. Facilities, Fire Stations, Medians, Parkways, Parks:
 - monthly
2. Sports Fields:
 - 1x/month October thru February
 - 2x/month March thru September

All inspections shall be included in the work schedule and be performed in the presence of the City Representative unless otherwise authorized. All stations on any given controller shall be operated automatically, with the performance of every sprinkler observed and deficiencies noted in writing on a form provided by or approved by the City.

The Contractor shall be responsible for programming each non-centralized irrigation controller in the "off" position during inclement weather. The controller shall be placed in the "off" position the last working day prior to a rain prediction of 40% or greater. Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be in the "off" position.

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

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

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

The Contractor is responsible for all required testing and repairs, along with required documentation maintained for a period three (3) years, with documentation provided to the City. Repair costs may be invoiced to the City with maximum 15% markup on parts and labor per the Extra Work Pricing. Testing costs are included in the base contract and shall not be invoiced.

D. Irrigation Special Provisions:

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

imposed by the water provider shall be strictly adhered to. Any penalties or fines imposed by the water provider due to the failure of the Contractor to follow restrictions shall be paid by the Contractor

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

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

This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pressure regulators, pumps, controllers, valves, wiring and rain guards if installed.

- **Irrigation/Operation and Maintenance:** Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for securing the controller cabinet door at all times.
- **Contractor shall adjust all aspects of the irrigation systems in order to:**
 - Provide optimum coverage of landscaped areas.
 - Prevent or minimize runoff and/or erosion.
 - Prevent or minimize water on roadways, facilities (tennis, basketball and handball courts, walkways, trails, fences, private property or other non-landscaped surfaces).
 - Prevent, eliminate and/or limit hazardous conditions.
 - Prevent “flood irrigation”; over irrigating one area to account for coverage deficiency in another area.

All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. In addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported; daily, if needed.

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

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

The Contractor shall monitor, inspect and change or fill barrels for the fertilizer injection systems at the Jack Hammett Sports Complex and at Tewinkle Bark Park on a weekly basis or as directed by the City

Representative, to insure proper operation. The Contractor shall notify the City if the fertilizer injector needs to be serviced or repaired. Repairs will be coordinated by an authorized vendor at City expense. All fertilizer materials will be supplied by the City.

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

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

All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. The Contractor shall exercise all valves and quick couplers at each site on a monthly basis.

- **Materials:** All replacement materials shall be in accordance with the City's Irrigation Standards found in Exhibit "C", unless a substitute is approved by the City Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties. Cost of materials invoiced to the City shall be no greater than the Contractor's actual cost plus a 15% markup.

4. PESTICIDE USE SPECIFICATIONS

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

All pesticide applications are to be made by a licensed pesticide applicator holding a QAL with the appropriate category for the application at hand. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Orange.

Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the Public Services Department of the City of Costa Mesa.

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

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

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

A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed

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

A. Required Reports: Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to apply, which shall be submitted prior to application of pesticide. Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City by the tenth of each month. Site shall be monitored for pests on a continual basis. Upon discovery, a report shall be submitted to the City. This report shall include the site number, date, identification, extent, and location of pest problems, record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within 48 hours and in writing within 5 working days of the discover of any new pest problems previously unreported and observed by the Contractor.

B. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, within the work site and areas contiguous to the work site (sidewalks or other hardscape).

Hardscape Areas: All designated hardscape shall be inspected and maintained weekly. The Contractor shall maintain all hardscape surfaces "weed and trash free". Should weeds be discovered in excess of a height of 2" the control shall be immediate manual or mechanical removal of the weed. The removal of cigarette butts, sand, bubble-gum, dirt, trash, etc. shall occur for each hardscape during the weekly maintenance.

5. WEED AND PEST CONTROL IN LANDSCAPED AREAS

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Contractor. Contractor shall treat areas within the contract on an as needed basis with EPA registered pesticides to control insects, diseases and/or snails and slugs, as determined by the City. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. "Control" shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by a pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment. Posting of the site prior to pesticide applications will be required. Contractor shall supervise the site for the duration of any required re-entry interval or until product is dry, whichever is greater. Posting materials, locations and verbiage shall be approved in advance by City.

A. Landscaped Areas (shrub and ground cover):

Weed control: All landscaped areas shall be treated with an appropriate pre-emergent and post-emergent herbicides herbicide per the Pre-Emergent Schedule, Exhibit 'B'. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

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

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

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

B. Shrub Maintenance:

Pruning: All shrubs to be trimmed in a rounded natural shape and proportion, and shall be trimmed so as not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City Representative. Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance. Pruning shall be performed as frequently as necessary to maintain shrubs at a height determined by the City Representative, but not less than monthly during periods of active growth.

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

Shearing of plants not designated by the City Representative that results in substantial damage or unsightly results shall result in a penalty of \$100 per occurrence and the replacement of the plant(s) with a 15 gallon-size plant of the same genus and species at the Contractor's expense.

C. Ground Cover Maintenance:

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

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

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

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

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

E. Mulching: The contractor shall be responsible for the addition and maintenance of mulch to all planters and designated areas on a quarterly basis or as directed by the City Representative. This includes the loading, delivery and placement. City to provide mulch at the City Corporation Yard.

F. Turf Maintenance:

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

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.

Height: All warm season turfgrasses (except hybrid bermudagrass or seeded hybrid cultivars) shall be cut at 2" throughout the year. Hybrid Bermuda shall be cut at ¾" or as directed by City. All cool season turfgrasses shall be cut at 2" throughout the year. Turfgrass mowing heights may be adjusted by the City during turfgrass renovations, special events, or if deemed necessary to promote the health and vigor of the grass. In general, turf shall be mowed at a height of 2" where a specification is unclear or turf type is in question.

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

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

Edging: All edges of turf shall be mechanically edged. Turfgrass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger equipped with a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use. Edging shall be vertical, with no severe angling of the edge or excessive trimming with a string trimmer.

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

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

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

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

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

The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by City and not required by label. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas immediately following application. Any damage or streaking of turf shall be repaired at no cost to City. No fertilizer may enter the street or any storm water system.

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

I. Turf Reseeding and Restoration of Bare Areas: Contractor shall overseed all damaged or bare areas of turf to re-establish turf to an acceptable quality on a continual basis. This task shall be performed at no

additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Topdress, seed and application rate shall be as approved by the City.

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

K. Tree Maintenance: Trees fifteen feet (15') or less in height within areas included in this specification shall be maintained by the Contractor. All tree pruning shall be performed per ANSI 9000 standards. Trees shall be pruned once every three years, beginning with Year 1 of the contract, and as needed to address specific concerns. Regardless of pruning cycle; raise trees (remove low limbs) no higher than seven (7) feet above the ground to allow for necessary clearance of pedestrian and to twelve feet (12') when adjacent to a roadway to allow for vehicular circulation. Broken limbs shall be removed by Contractor within 24 hours of notification. Limbs broken in the canopy of trees fifteen feet (15') or less in height shall be removed by the Contractor the same day when notified by the City.

The Contractor shall trim all trees as per the City's trimming policy. The Contractor shall follow all W.A.T.C. H. requirements when working in the public right of way and when deemed appropriate by the City Representative. The Contractor, at times, will be contacted to remove trees/limbs/debris during inclement weather, before and after Contract hours and during normal work hours. All trimmings shall be returned and disposed of in the 'Green Waste bin' located in the City yard. This work is not restricted to trees of fifteen feet (15') or less.

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

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

The Contractor shall be responsible for the removal of dead trees with a diameter at standard height (DSH) of 0' to 6' within the maintenance areas. The City's Representative shall be notified of any potential dead trees. The City's Representative shall approve the removal of any tree prior to removal.

The Contractor shall be responsible for the replanting of trees within the City. Trees will be 15-gallon or 24" box container size. The Contractor shall be responsible for the protection of any existing irrigation. The Contractor will immediately repair any damage to existing irrigation using materials as proscribed in the City's Irrigation Standards. Trees shall be double or triple staked depending upon the location of the planting. The Contractor shall be responsible for irrigating the trees for four (4) months following the planting of the tree. The City shall provide the tree(s), stakes, ties and nails.

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

On an as-needed basis, but not less than bi-weekly from May through September, the contractor shall provide supplemental water to newly planted trees within the City that are not on an irrigation system.

SECTION 4-SPECIAL PROVISIONS PARKS, SPORTSFIELDS, LAKES, AND RECREATIONAL FACILITY MAINTENANCE

PARK MAINTENANCE

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

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

Unlock entry gates at Canyon Park, Wakeham Park and Fairview Park by 7:00 a.m. daily. Unlock gates to Jack Hammett Sports Complex, TeWinkle Athletic Complex, Bark Park and Skate Park on a schedule as directed by City Representative. Clean, inspect and unlock all park restrooms by 8:00 a.m. daily. Inspect restrooms thoroughly to insure all restroom fixtures and drains are functioning properly.

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

Remove daily; sand, glass, debris, or other obstructions from walkways, shelters, playground equipment areas (tot-lots & exercise equipment) and turf.

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

Prior to the on-set of inclement weather, Contractor shall keep drainage channels and inlet grates within all contract areas clean and free of any debris that might block natural flow of water.

During inclement weather the Contractor shall place sand bags in areas that erosion is or may occur, at the direction of the City Representative.

Playground Inspections: The Contractor shall inspect and certify all playground areas in City parks annually, utilizing a certified National Playground Safety Inspector (NPSI) and shall maintain accurate and current documents and records for the duration of the contract.

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

Daily Tasks (Includes Weekends and Holidays):

- Turf: inspection, debris and trash removal.
- Planters: inspection, debris and trash removal.

- Graffiti: inspection and reporting.
- Litter Removal: pick up and remove litter.
- Trash Receptacle Service: check daily; remove and replace can liner and remove all trash in proximity to can; clean trash can as needed.
- Shelters: inspect and remove any stickers, tape or staples. Repair when materials become damaged or unsafe to the public.
- Permit Holders: daily inspection; repair or replace when damaged.
- Barbeque Grills: daily inspection; clean as needed; repair or replace when damaged or unsafe.
- Hot Coal Containers: inspect daily and clean as needed.
- Homeless Encampments: remove and dispose of trash and debris; contact City Representative.
- Playground Equipment: visual inspection daily; report graffiti; repair when damaged or unsafe.
- Exercise Equipment: inspection, repair or replace when damaged or unsafe. Tanager and Wimbledon Parks – See Scope of Work – ‘Miscellaneous Facility Maintenance - Special Provisions’.
- Playground Surfacing: inspection, report graffiti; repair when damaged or unsafe.
- Playground Sand or Wood Chips: inspection and remove trash and debris.
- Monument Signs: inspection, report graffiti.
- Drinking Fountains: inspection, report graffiti, clear drains, repair when damaged or unsafe.
- Restrooms: open and close at specified times; inspection, reporting graffiti, clean fixtures, stock supplies remove trash.
- Restroom Fixtures: inspection; contact City Representative when damaged or unsafe.
- Restroom Doors/Gates: inspection, contact City Representative when damaged or unsafe.
- Restroom lights: inspection, contact City Representative when damaged or unsafe to the public.
- Concrete Walkways & Surfaces: inspection, blow off if needed for safety.
- Drainage Grates: inspection, repair or replace when damaged or unsafe.
- Kiosks: inspection, repair or replace when damaged or unsafe.
- Entry Gates/Locks: inspection, repair or replace when damaged or unsafe.

Weekly Tasks:

- Bollards: repair or replace when damaged or unsafe, City will provide bollards.
- Basketball Backboards, Rims and Nets: repair or replace when damaged or unsafe, City will provide the backboards, rims and nets.
- Flags: inspect and replace flags when they become faded or damaged. City to provide flags.
- Flag Poles: remove limbs or any other obstructions.
- Holes in ground: fill in with top soil and tamp down at all parks.

- Light Poles: inspect bulbs, lens covers, ballasts, photo cells or fixtures. Contractor to notify the City Representative when damaged or unsafe. Repairs by City.
- 'Mutt Mitt' Dog Waste Bag Dispensers: re-stock, repair or replace when damaged or unsafe – labor included, City will provide dispensers and 'Mutt Mitts'.
- Park Benches: inspection, repair or replace when damaged or unsafe. City to provide benches.
- Pedestrian Wooden Bridges: safety inspection, City will coordinate repairs as needed.
- Picnic Tables: inspection, repair or replace when damaged or unsafe. City will provide tables.
- Signs and Sign Posts: inspection, replace when they become damaged or unreadable due to fading. City to provide signs and posts.
- Trash Receptacles: repair or replace when damaged or unsafe, City will provide trash cans.
- Tewinkle Skate Park: patch holes and cracks in concrete, grind down lifted concrete when needed and remove stickers.
- Concrete Walkways & Surfaces: blow off.
- Volleyball Nets: repair or replace when damaged or unsafe, City will provide the nets.

Monthly Tasks:

- Sports Lighting – tests and repairs by City.
- Memorial Plaques: place in concrete and install in ground – See Scope of Work (as-needed basis).
- Metal Grates in Parks: Inspect and repair or replace when damaged or unsafe, City will provide grates.
- Roto-till, rake, add material to fill low spots, redistribute evenly all playground sand and/or wood chips as needed. The City shall supply the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site.
- Inspect Fences: minor repairs as needed; major repairs by City.
- Trash Can Enclosures: remove litter and broom clean interiors.

Annual Tasks:

- Playground Sand (placement only) for all playground areas.
- Playground Wood Chips (placement only) for all playground areas.
- The City shall supply all the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site. A Front End Loader may be stored at the City Yard for that purpose.

SOFTBALL AND BASEBALL FIELD MAINTENANCE

Daily Tasks (Includes Weekends and Holidays as Scheduled):

- Contractor shall complete the reoccurring tasks below daily, except when fields are closed due to inclement weather, or otherwise as directed by the City Representative.
- All necessary drag vehicles, equipment (screen drag, rakes, hoses, quick coupler, nozzles, etc.), shall be provided by the Contractor. The City will provide batter's box templates, bases, pitching rubber, chalk, field lining paint, equipment to apply chalk and paint, drying agent, brick dust and mound mix.
- Review scheduled events and determine proper distance of bases for each activity.
- Inspect all fields and adjacent areas for safety concerns.
- Remove any item that may potentially be a safety concern; i.e. broken glass, debris, rocks, etc.
- Report any damage, vandalism or necessary repairs immediately to the City Representative.
- City Representative will provide a weekly schedule for field preparation. Contractor shall prepare only those fields that are to be used each day, and be completely finished with all specified tasks, 1 hour prior to the start of the program. Fields will only be prepared by the Contractor once each day, unless otherwise required by City Representative. Additional field preparation shall be an Extra Charge.
- Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.)
- Utilizing in-ground irrigation heads; water infields sufficiently to obtain proper moisture levels for dragging and to prevent the infield mix from getting too dry.
- Screen drag each skinned infield and warning track areas utilizing a utility cart, field groomer or other similar light duty maintenance vehicle.
- Dragging should be performed in figure eight patterns from base to base on softball fields initially, then followed with a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. At the conclusion of dragging, no material shall be pulled into turf; but should be removed with a rake and scoop and disposed of.
- For baseball fields, dragging shall be performed carefully on base paths to insure no infield mix is moved into the turf. Home plate area shall be groomed manually with rakes. Larger area of infield mix on the baseball field shall be dragged in circular motions and upon completion, all dragged material removed as per above. Base lines and turf edges shall be brushed or washed periodically to remove any accumulated brick dust from turf. Monthly minimum frequency.
- Retrieve bases from storage container. Install bases for appropriate distance for each event.
- Apply chalk lines on all skinned infields in a clean, straight, uniform, professional, manner utilizing a guide line anchored at each of the two bases between which the line is to be formed.

- Apply batter's box outlines utilizing forms provided by City.
- Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose.
- Lines shall be straight, uniform and of a professional appearance. Paint and equipment City provided.
- Lock field gates when preparation is complete.

Monthly

- Scarify all skinned areas with City-approved scarifier manufactured for that purpose.

Other Intervals

- Bases/Base Pegs repair or replace when damaged or unsafe
- Pitching Rubbers: repair or replace when damaged or unsafe.
- Laser Leveling/Grading: annually for each field. Labor assistance only. City to provide specialty service.
- Addition of Infield Mix: annually or as needed.

Ballfield Perimeter Maintenance

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

Daily Outfield Maintenance

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

Weekly Maintenance

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

Inclement Weather

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

Note: The Contractor will be allowed to store materials and equipment directly related to the maintenance of the ballfields within the maintenance compound at TeWinkle Park.

SPORTS TURF MAINTENANCE

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

The Contractor shall conduct soil sampling and provide analysis on an annual basis at all City Sports Fields: Davis Field (at Lions Park), Balearic Fields (at Balearic Community Center), Fairview Development Center Fields, Jack Hammett Sports Complex, TeWinkle Athletic Complex. The tests shall be conducted using Simplot Partners or other City approved testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Mowing

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

Height of Cut: The City shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. Typically, the height of cut for hybrid Bermuda grass shall be $\frac{1}{2}$ to $\frac{3}{4}$ inch or as specified by the City representative. Typically, the height of cut for all other sports turf shall be 1.5 inches. The approved cutting height shall not be changed without authorization of the City Inspector or representative. This specification shall take precedence for sports turf mowing where a conflict may be found with another section.

Mowing Pattern and Speed: The Contractor shall change the direction and pattern of mowing each time the facility is mowed. The Contractor shall monthly provide a copy to the City, a calendar with alternate mow patterns, for each mowing. At no time shall the Contractor use the same pattern in consecutive mowing. Ground speed shall be maintained at a level sufficiently slow to prevent Marcelling Effect.

Mowing Frequencies

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

The Jack Hammett Sports Complex and TeWinkle Athletic Complex:

- 2x/month December thru February
- 2x/week March thru September
- 1x/week October thru November

All Other Sports Fields Turf Areas:

- 1x/week January through September
- 2x/month October through December

Disposal of Clippings

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

Edging

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

String Trimming

String trimming shall be performed **at the same frequency as the mowing operations**. Mechanically trim turf growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be

trimmed at a level equal to the mow height, if complete removal of grass is allowed it shall not exceed more than 18" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the Contractor shall be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the City.

Rodent Control

Same requirements as general landscape areas.

Jack Hammett Sports Complex – Special Provisions

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Jack Hammett Sports Complex once each year on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Removal of all trash cans and soccer goals - from the playing surface. Soccer goals and trash cans shall be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Rope off all open access points to the sports fields using yellow rope and orange flagging tape.
- Dethatch – Approximately 14.7 acres of turf in and around the Complex.
- Deep Tine Aerate - approximately ten (10) acres of playing surface one (1) time per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately ten (10) acres of playing service with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Re-Sod - up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 12,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 12,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Overseed – up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 12,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas during the duration of the Renovation Closure and until the new seed has been established.

Tewinkle Athletic Complex – Special Provisions

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Tewinkle Athletic Complex on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Dethatch – approximately five (5) acres of turf in and around the Complex.
- Deep Tine Aerate - approximately five (5) acres of playing surface two (2) times per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately five (5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Re-sod - up to 4,000 square feet around infield, base paths, and foul lines (areas to be determined by the City's Representative). Including:
 - Old turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 4,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 4,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Over Seed - approximately 2,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 2,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

DAVIS FIELD, FAIRVIEW DEVELOPMENT CENTER FIELDS AND BALEARIC SOCCER FIELDS SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Davis Field, Fairview Development Center Fields and the Balearic Soccer Fields on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facilities – locks to be provided by the City.
- Removal of all trash cans and soccer goals from the playing surface. Soccer goals and trash cans will be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Dethatch – Approximately sixteen and one-half (16.5) acres of turf.
- Deep Tine Aerate - approximately sixteen and one-half (16.5) acres of turf one (1) time per year. Schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately sixteen and one-half (16.5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Over Seed - approximately 10,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 10,000 square feet. The seed and topdressing material must be pre-approved by the City's Representative.
 - Application of seed and additional topdressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

Fairview Park Turf – Special Provisions

The Contractor shall conduct soil sampling and provide analysis on an annual basis. The tests shall be conducted using Simplot Partners or a City-approved methodology and testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Fairview Park on an annual basis. Annual Turf Renovation Tasks to occur following special events. Dates to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Dethatch – Up to eleven and one half (11.5) acres of turf.
- Deep Tine Aerate - Up to eleven and one half (11.5) acres of turf one (1) time per year. Schedule to be provided by the City's Representative and will include:

- Pre and post irrigation inspections
- Painting/marketing of all irrigation components prior to service
- Topdress - Up to eleven and a half (11.5) acres of turf with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Over Seed - approximately 5,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of improved common Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 5,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

GATE AND RESTROOM UNLOCKING - SPECIAL PROVISIONS

Pedestrian and vehicle gates accessing the following parks shall be opened daily by the time specified, unless otherwise directed by the City Representative:

- Canyon Park: 8:00 a.m.
- Fairview Park: 7:00 a.m.
- Wakeham Park: 8:00 a.m.
- Jack Hammett Sports Complex (by Recreation Staff)
- TeWinkle Athletic Complex (by Recreation Staff)
- Bark Park Pedestrian gates (4): 7:00 a.m. (closed Wednesdays)
- Skate Park Pedestrian gates 9:00 am daily, 3pm on Tuesdays
- All park restrooms shall be opened by 8:00 a.m.

Restrooms to be unlocked daily at the following locations:

- **Del Mesa Park**
- **Estancia Park**
- **Fairview Park**
- **Heller Park**
- **Lions Park Main restroom**
- **Lions Park Ballfield restroom (by Recreation staff)**
- **Shiffer Park**
- **Smallwood Park**
- **TeWinkle Park, Four (4) restroom buildings (Restroom #2 to be opened on weekends only)**
- **The Jack Hammett Sports Complex (by Recreation staff)**
- **Vista Park**
- **Wakeham Park**
- **Wilson Park**

MISCELLANEOUS FACILITIES MAINTENANCE – SPECIAL PROVISIONS

City Hall – Scope of Work

Daily Tasks (Monday thru Friday only):

- Pick up and remove litter
- Blow or sweep all walkways surrounding the building to remove debris, leaves and trash.
- Check communication status from irrigation controllers (3) to Rainbird Centralized System
- Shut off isolation valves and backflow devices as needed for Special Events

Weekly Tasks:

- Remove sucker growth and water sprouts from all trees
- Water plants and trees in distress by hand
- Remove leaves and debris from glass pond and hand tamp to even out surface
- Adjust all irrigation programs as needed on the centralized computer and the onsite battery operated controllers (2)

Monthly Tasks:

- Inspect and maintain juvenile trees: inspect tree stakes, ties, arbor guards, raise, remove dead wood, aerate, fertilize and water as needed
- Trim shrubs, plants and ground cover in Demonstration Gardens around building
- Full irrigation system inspection
- Adjust, repair or replace irrigation sprinkler heads and nozzles
- Remove all weeds from planters, walkways and hardscapes

Quarterly:

- Fertilize Demonstration Gardens
- Manage the canopy on the Yellow Bells trees on the East side of Council Chambers and the Orchid trees on the Southwest corner of City Hall below the overhead ceiling.

Yearly:

The Contractor shall be responsible for the renovation of the turf at City Hall one time, on an annual basis. Annual Turf Renovation Tasks to occur following special events. Date to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Scalp cut and remove clippings for approximately 21,750 sq. ft. (1/2 acre) of turf. Include haul away of any clippings and debris to the City Yard.

- Aerate in two (2) directions approximately 21,750 sq. ft. (1/2 acre) of turf using a City approved aerator, with ½” hollow tines. Contractor shall mark all irrigation components and other potential hazards prior to the aeration.
- Overseed approximately 21,750 square feet (1/2 acre) Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 21,750 square feet. (1/2 acre) The seed and top dressing material must be pre-approved by the City’s Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.
 - Top dress up to 21,750 sq. ft. (1/2 acre) of turf with an 80/20 mix (80% sand and 20% organic material). Labor and material. Material is to be approved by the City’s Representative.

TeWinkle Skate Park Special Provisions

Daily (Includes weekends and Holidays):

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

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

Prior to opening:

- Pick-up and dispose of litter
- Blow clean, the entire facility, with leaf blower.
- Remove any remaining debris and dispose of.
- Check landscape conditions; report any problems to City Representative
- Empty trash cans.
- Inspect facility for standing water, glass or other debris.
- Inspect for Graffiti; report any discovered to City Representative.
- Inspect for Stickers, remove; report any discovered to City Representative.
- Inspect for concrete damage; report any discovered to City Representative.
- Inspect fence for any damage or safety concerns; report problems to City Representative.
- Skate surface shall be maintained free of dirt, weeds, debris, etc. on a daily basis.
- Complete City provided inspection log.

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

Report any problems or deficiencies to the City Representative.

Monthly:

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

- On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces around the immediate exterior fence; including the perimeter sidewalks and bleachers to remove dirt, gum, food stains.
- Contractor shall insure the entire park is dry and safe prior to opening.

AT&T Cabinet Sites – Special Provisions

- Contractor shall water all plants, at non-irrigated sites – weekly April through October
- Contractor shall water all plants, at non-irrigated sites – monthly November through March
- Contractor shall trim all plants bi-monthly or as needed to maintain clear of sidewalks and no taller than six inches (6”) above the cabinets they are screening
- Contractor shall replace dead plants (as needed).
- Contractor shall remove all weeds mechanically or chemically (as needed).
- Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
- Contractor shall perform rodent control (as needed).
- Contractor shall replenish mulch at all sites (as needed).
- Contractor shall replace damaged weed control fabric (as needed).
- Contractor shall report any damage or issues on a weekly basis.
- Contractor shall be responsible for reporting graffiti to the City Representative
- Contractor shall be responsible for weeding, fertilization, plant removal and installation, mulch installation and graffiti reporting at sixty (60) AT&T Cabinet Sites.

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

Special Events Support

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

Playground Maintenance– Special Provisions

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

Necessary repairs, upgrades or required alterations to playground equipment shall comply with the regulations mandated by state law and shall be compensated by the City at the hourly labor rate provided in the Attachment B, Cost Proposal, Detailed Pricing Sheet Extra Work, with all parts to be invoiced to the City at Contractor’s cost plus an additional 15% mark up.

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

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

Exercise Equipment – Scope of Work for Tanager and Wimbledon Parks

Daily Tasks (Includes weekends and Holidays):

- Inspect for visible cracks, bending, warping, rusting, sharp edges, loose nuts or bolts or any other visible safety hazard of equipment component or hardware and report to City Representative.
- Broken equipment shall be taken out of service immediately, post signs and secure using caution tape, barricades or delineators and report to City Representative.
- Remove trash or broken glass, tripping hazards such as roots, rocks or holes

- Report graffiti to City Representative.

Weekly Tasks:

- Inspect for exposed ends on exercise and play equipment with missing caps or covers
- Inspect for and repair visible concrete footings around equipment that may be cracked or loose in the ground
- Inspect tread on steps, worn or loose seats

Monthly Tasks:

- Inspect and recommend replacement of any worn or deficient equipment and hardware

Sport Court Maintenance – Special Provisions

Contractor shall clean all sport courts (concrete courts with or without coatings and/or painted lines) located in City parks. Surface shall be cleaned of debris (blown with leaf blower) daily, Monday through Friday only. Courts and fence lines shall be maintained free of dirt, weeds, debris, etc.

All basketball, volleyball and handball courts shall be washed down with a hose and high pressure nozzle, monthly to remove dust, gum and stains. The courts shall have water removed immediately following the washing down. Contractor shall replace basketball nets when they become worn or are missing. Basketball backboards and/or rims shall be repaired to the satisfaction of the City Representative or replaced when deemed necessary. Sand volleyball courts shall be inspected daily to insure they are safe for play. Remove any debris, glass, or other safety concerns. Roto-till and rake smooth all sand volleyball courts monthly.

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

1. Balearic Center	Basketball courts – Asphalt
2. Del Mesa Park	Basketball court – Surfaced
3. Del Mesa Park	Volleyball court – Sand
4. Gisler Park	Volleyball court – Sand
5. Shiffer Park	Basketball court – Surfaced
6. Shiffer Park	Handball court – Surfaced
7. Tanager Park	Basketball courts – Surfaced (2)
8. Tanager Park	Volleyball court – Sand
9. Tanager Park	Volleyball court – Surfaced
10. Wakeham Park	Basketball court – Surfaced
11. Wimbledon Park	Basketball court – Surfaced

Memorial Plaques Encased in Concrete Special Provisions

The City periodically places memorial plaques in landscaped areas. The Contractor shall prepare the plaque as specified below and install them as directed by the City Representative.

Scope of Work

The Contractor shall furnish all personnel, materials, equipment and transportation required to perform the work as outlined below:

- Cover face of plaque with removable tape so that letters and clear coat will not become damaged when setting into concrete. Marking the tape may be needed for alignment purposes.
- Install provided treaded rods into bottom of plaque so that the plaque will not be easily removed once set into concrete.
- Cut 10” Dia. round column form to 10” in length.
- Seal off bottom of column form with cardboard and duct tape. Place on level work surface.
- Mix concrete to manufactures specifications and fill column form to about ½” from top making sure to remove any trapped air pockets and/or bubbles.
- Allow concrete to set up a little so that the plaque will not sink below desired height and/or into wet concrete.
- Place plaque into concrete so that the concrete is level with the top of the plaque.
- Finish concrete, apply tool to provide a smooth radius edge and allow to fully cure.
- Once cured remove the tape and cardboard from the bottom.
- Trim down and/or remove the top 3” of the column form while leaving the lower 7” intact (the remaining column form will serve as support when installing finished memorial plaque).
- Finish exposed edge of concrete if needed.
- Remove tape from face of plaque and clean if needed.
- Dig a hole deep and wide enough for concreted plaque at specified location.
- Compact around edges and leave the top part flush with the grade.

Open Space Vegetation Management– Special Provisions

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

Scheduled Flail Mowing: The Contractor shall be responsible for the mowing of approximately seventy (70) acres of open areas per the locations listed below. This work shall be performed twice per year. Scheduling shall be determined by the City’s Representative.

- **Fairview Park** – mow all open areas north of the Train Station on east side and north of the channel on West side. Approximately fifty (50) acres.
- **Canyon Park** – mow all open meadow areas. Approximately twenty (20) acres.

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.

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 (east & west side)
 - Fairview Rd. – North & East of I-405 off ramp
 - Unpaved right of way maintenance
 - ATT Cabinet Locations – Various
 - Limited Landscape Maintenance
 - Cadillac Bicycle Trail
 - Limited Landscape Maintenance
 - Elden Avenue Right-of-way
 - Limited Landscape Maintenance
 - Monaco Terr.
 - Limited Landscape Maintenance
 - Rue de Cannes
 - Limited Landscape Maintenance

Broadway Avenue Streetscape – Fullerton Ave. to Irvine Ave.
Complete Landscape & Irrigation Maintenance as stated below

Frequency: once per month, 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.

Monthly - Inspect and test 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)
- 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 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: One (1) dedicated staff to work 6:00am to Noon, four (4) days per week, year around.

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)
- 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 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 six (6) productive hours per day.

This staff person shall perform the following tasks daily:

- Remove litter, 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 tasks 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 three inches (3").

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 Terrace

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.

ATTACHMENT B
COST PROPOSAL
DETAILED SERVICE AREA
PRICING
&
EXTRA WORK PRICING SHEET

PRICING SUMMARY FORM

Proposer is to complete detailed pricing sheets and write in total amounts in the Comprehensive Pricing Proposal form (below) and all Detailed Pricing Sheets shall be submitted in a separate sealed envelope.

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the 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. The City of Costa Mesa has provided approximate measurements of the areas to be maintained under this contract, but is not liable for the accuracy of those quantities. It is the responsibility of the Proposer 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.

COMPREHENSIVE PRICING PROPOSAL

**Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling and 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		\$	\$

Proposer's Acknowledgement of Its Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda. The undersigned Proposer agrees it 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.

Proposer Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Email Address

DETAILED PRICING PROPOSAL SHEETS

DETAILED PRICING SHEET #1			
PARKWAYS AND MEDIAN SERVICE AREAS			
Site #	Site Name	Monthly Price	Annual Price
M-01	16th Street/Superior	\$	\$
	2,400 Sq. Ft. Hardscape		
M-02	E 17th Street Median	\$	\$
	1,470 Sq. Ft. Turf (At Fullerton)		
M-03	17th Street/Newport Boulevard	\$	\$
	2,000 Sq. Ft. (Two Hardscape Medians: East of Newport Blvd and one Hardscape Median West of Newport Blvd.)		
M-04	17th Street	\$	\$
	(Orange Avenue to Irvine Avenue)		
	3,980 Sq. Ft. Hardscape		
	4,500 Sq. Ft. Planters		
M-05	W 19th Street Parkway	\$	\$
	(At Whittier)		
	2,870 Sq. Ft. Turf		
M-06	19th Street Medians	\$	\$
	(Park Avenue to Fullerton)		
	7,850 Sq. Ft. Planters		
	3,342 Sq. Ft. Hardscape		
	19th Street/Newport Boulevard		
	(Planter on NW corner of 19th Street)		
	1,200 Sq. Ft.		
M-07	19th Street Parkway & Median Planters	\$	\$
	(Park Avenue to Placentia Avenue)		
	13,000 Sq. Ft. Parkways		
	6,000 Sq. Ft. Medians		
	1,500 Sq. Ft. Hardscape		
M-08	Adams Avenue Medians & Parkway	\$	\$
	(Albatross 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 East to Fairview)		
	0.52 Acres Turf		
	5,426 Sq. Ft. Planters		

	12,848 Sq. Ft. Hardscape		
	Adams Avenue Median (Peterson Place to Harbor Boulevard)		
	3,000 Sq. Ft. Planters		
	1,500 Sq. Ft. Hardscape		
M-11	Anton Boulevard Medians (Avenue of the Arts to Sunflower Avenue)	\$	\$
	0.35 Acres Turf		
	5,236 Sq. Ft. Hardscape		
M-12	Arlington Drive (At Newport Boulevard)	\$	\$
	1,638 Sq. Ft. Hardscape		
M-13	Baker Street Parkway (Babb to Fairview)	\$	\$
	4,583 Sq. Ft. Planters		
M-14	Baker Street Median (At 73 Freeway Overpass)	\$	\$
	4,200 Sq. Ft. Hardscape		
M-15	Baker Street Median (At 55 Freeway Overpass)	\$	\$
	1,137 Sq. Ft. Hardscape		
M-16	Bear Street Median (At Metro Pointe)	\$	\$
	0.10 Acres Turf		
	4,452 Sq. Ft. Hardscape		
M-17	Bear Street Parkway (North and South of Yukon Avenue)	\$	\$
	8,981 Sq. Ft. Planter		
	684 Sq. Ft. Frontage Planter		
M-18	Bristol Street Medians (Baker to Anton Avenue)	\$	\$
	0.32 Acres Turf		
	14,942 Sq. Ft. Hardscape		
M-19	Bristol/405 Freeway Entrance (Triangle shaped hardscape located southbound Bristol [westside] at 405 Freeway entrance.	\$	\$
	2,000 Sq. Ft. Hardscape		
M-20	Bristol Street Medians (At 55 Freeway Overpass)	\$	\$
	11,672 Sq. Ft. Hardscape		
M-21	Bristol Street Medians (At 73 Freeway Overpass)	\$	\$

	4,134 Sq. Ft. Hardscape		
M-22	Broadway Avenue	\$	\$
	(Fullerton Avenue to Irvine Avenue; includes irrigation and mulching)		
	1.45 Acres		
M-23	California Street Median	\$	\$
	(Iowa to Alaska)		
	3,809 Sq. Ft. Turf		
M-24	Canyon Drive Parkway	\$	\$
	(Seabluff to Victoria Street)		
	1,245 Sq. Ft. Planters		
M-25	Coolidge Avenue Medians	\$	\$
	8,400 Sq. Ft. Planters		
	1,400 Sq. Ft. Hardscape		
M-26	Del Mar Median	\$	\$
	2,180 Sq. Ft. Planter		
	1,080 Sw. Ft. Hardscape		
M-27	Elden Avenue at Del Mar Avenue	\$	\$
	(Planters on NW and NE corner of Del Mar)		
	1,100 Sq. Ft.		
M-28	Fair Drive Parkways	\$	\$
	(Harbor Boulevard to Fairview Road)		
	1.43 Acres Turf		
M-29	Fairview Road Medians	\$	\$
	(Newport Boulevard to Sunflower Avenue)		
	1.40 Acres Turf		
	1,710 Sq. Ft. Planters		
	23,818 Sq. Ft. Hardscape		
M-30	Fairview Road Slope	\$	\$
	(At Boise Way Circle)		
	11,319 Sq. Ft. Slope		
	4,439 Sq. Ft. Planter		
	0.42 Acres Slope west side Fairview Road		
M-31	Golf Course Drive Parkway and Medians	\$	\$
	(Mesa Verde Drive to Tanager)		
	3,589 Sq. Ft. Planters		
	815 Sq. Ft. Hardscape		
M-32	Harbor Boulevard Parkways and Medians	\$	\$
	2,767 Sq. Ft. Hardscape		
	6,935 Sq. Ft. Planters		
	(Wilson to MacArthur)		
	1.11 Acres Turf		

	1.18 Acres Hardscape		
M-33	Harbor Boulevard Medians - South (W. 19th Street to Newport Boulevard)	\$	\$
	2,480 Sq. Ft. Hardscape		
M-34	Hyland Avenue at South Coast Drive	\$	\$
	2,000 Sq. Ft. Hardscape		
M-35	Loren Lane/Watson Avenue (Hardscape and Tree Wells north of Baker Street)	\$	\$
	2,600 Sq. Ft.		
M-36	Merrimac Way Medians (Harbor to Fairview)	\$	\$
	0.27 Acres Turf		
	7,017 Sq. Ft. Hardscape		
M-37	Mesa Verde Drive Parkways & Medians (Adams to Adams)	\$	\$
	1.77 Planters Footprint remains the same		
	1,478 Sq. Ft. Hardscape		
M-38	Mesa Verde Drive East Medians (Harbor to Adams)	\$	\$
	1,062 Sq. Ft. Turf		
	930 Sq. Ft. Hardscape		
M-39	Newport Boulevard Parkways & Medians (Industrial to 19th Street)	\$	\$
	0.51 Acres Turf		
	2.42 Acres Planters		
	10,643 Sq. Ft. Hardscape		
	14,000 Sq. Ft. Drainage Swales		
M-40	Newport Boulevard (19th Street to Bristol Street, north and south bound - Freeway side planters only)	\$	\$
	2.45 Acres Mixed		
M-41	Red Hill Median (McCormack to Airport Loop)	\$	\$
	7,780 Sq. Ft. Turf		
	3,000 Sq. Ft. Hardscape		
M-42	Sakioka Drive Medians (Sunflower to Anton)	\$	\$
	0.13 Acres Turf		
	1,980 Sq. Ft. Hardscape		
M-43	Smalley Road (Wakeham Park to end of block wall at Sunflower. Median at Sunflower included)	\$	\$

	20,900 Sq. Ft. Sloped Planters		
M-44	South Coast Drive Medians (Harbor Boulevard to Bear Street)	\$	\$
	0.66 Acres Turf		
	1,590 Sq. Ft. Hardscape		
M-45	Sunflower Parkways (Parkways on south side of street from Smalley Road to Mesa Consolidated Water Well)	\$	\$
	5,924 Sq. Ft. Planters		
M-46	Sunflower Medians (Harbor to Bear & Avenue of the Arts to Main)	\$	\$
	0.53 Acres Turf		
	17,938 Sq. Ft. Hardscape		
M-47	Susan Street Medians (Sunflower to 405 Freeway Entrance)	\$	\$
	0.17 Acres Turf		
	7,720 Sq. Ft. Hardscape		
M-48	Tanager Drive Parkway 7,000 Sq. Ft. Planters	\$	\$
M-49	Victoria Street Parkways & Medians (Harbor to Canyon)	\$	\$
	5.01 Acres Planters		
	0.38 Acres Turf		
	3,324 Sq. Ft. Hardscape		
M-50	Yukon Avenue Parkways (North side of street; Bear to west of Klondike Drive)	\$	\$
	6,015 Sq. Ft. Planters		
M-51	Airport Loop Slope	\$	\$
	1.54 Acres Planters		
M-52	Pullman Street Slope	\$	\$
	1.54 Acres Planters		
	TOTAL DETAILED PRICING SHEET #1		
	PARKWAYS AND MEDIAN SERVICE AREAS	\$	\$

**DETAILED PRICING SHEET #2
FIRE STATION SERVICE AREAS**

Site #	Site Name	Monthly Price	Annual Price
FS-1	Royal Palm Drive Fire Station 2803 Royal Palm Drive 6,729 Sq. Ft. Turf 3,069 Sq. Ft. Planters	\$	\$
FS-2	Baker Street Fire Station 800 Baker Street 1,982 Sq. Ft. Turf 517 Sq. Ft. Planters	\$	\$
FS-3	Park Avenue Fire Station 1865 Park Avenue 8,805 Sq. Ft. Turf 3,016 Sq. Ft. Planters	\$	\$
FS-4	Placentia Avenue Fire Station 2300 Placentia Avenue 13,468 Sq. Ft. Turf 414 Sq. Ft. Planters	\$	\$
FS-5	Vanguard Way Fire Station 2450 Vanguard Way 3,804 Sq. Ft. Turf 532 Sq. Ft. Planters	\$	\$
FS-6	Sakioka Drive Fire Station 3350 Sakioka Drive 5,796 Sq. Ft. Turf 6,502 Sq. Ft. Planters	\$	\$
TOTAL DETAILED PRICING SHEET #2 FIRE STATION SERVICE AREAS		\$	\$

DETAILED PRICING SHEET #3			
MISCELLANEOUS SERVICE AREAS			
Site #	Site Name	Monthly Price	Annual Price
MISC-1	Joann Bike Trail	\$	\$
	Specific Work Specifications		
	3.63 Acres Planters		
MISC-2	Broadway Streetscape	\$	\$
	Specific Work Specifications		
	1.45 Acres Planters		
MISC-3	Adams Avenue	\$	\$
	(Mesa Verde Drive East to Bridge Deck at Santa Ana River)		
	Sidewalk/ROW Cleaning (both sides)		
MISC-4	Fairview Road	\$	\$
	(Wilson Street to 405 Freeway Overpass)		
	Sidewalk Cleaning (both sides)		
MISC-5	AT&T Cabinets	\$	\$
	Specific Work Specifications		
	56 Locations		
MISC-6	Cadillac Bike Trail	\$	\$
	Limited Landscape Maintenance		
	0.32 Acres		
MISC-7	Elden Avenue/Tulip Lane	\$	\$
	Limited Landscape Maintenance		
	0.21 Acres		
MISC-8	Monaco Road	\$	\$
	Limited Landscape Maintenance		
	0.11 Acres		
MISC-9	Rue De Cannes	\$	\$
	Limited Landscape Maintenance		
	0.21 Acres		
MISC-10	Aviemore Terrace	\$	\$
	Limited Landscape Maintenance		
	10,000 Sq. Ft. Drain		
MISC-11	Arlington Avenue	\$	\$
	Limited Landscape Maintenance		
	1.10 Acres Parkway Easement		
MISC-12	Canyon/Sea Bluff	\$	\$
	Limited Landscape Maintenance		
	1,000 Sq. Ft. Parkway		

MISC-13	Cinnamon/Caraway	\$	\$
	Limited Landscape Maintenance		
	2,000 Sq. Ft. Parkway		
MISC-14	Bristol Street	\$	\$
	(Between Red Hill Avenue and 73 Freeway)		
	Limited Landscape Maintenance		
	1.01 Acres ROW Cleaning		
MISC-15	Mesa Drive	\$	\$
	(Between Newport Boulevard and Santa Ana Avenue)		
	Limited Landscape Maintenance		
	35,420 Sq. Ft.		
MISC-16	Paularino Avenue	\$	\$
	(Between Luddington and Manistee)		
	Limited Landscape Maintenance		
	900 Sq. Ft.		
MISC-17	Presidio Square	\$	\$
	Limited Landscape Maintenance		
	1.00 Acres Planters		
MISC-18	Pullman Street	\$	\$
	Limited Landscape Maintenance		
	0.50 Acres Dirt Parkway		
MISC-19	Traffic Diverters	\$	\$
	Limited Landscape Maintenance		
	750 Sq. Ft. Continental/Oak		
	750 Sq. Ft. Federal/Oak		
	750 Sq. Ft. Monrovia/20th		
	TOTAL DETAILED PRICING SHEET #3		
	MISCELLANEOUS SERVICE AREAS	\$	\$

DETAILED PRICING SHEET #4			
PARKS AND FACILITIES SERVICE AREAS			
Site #	Site Name	Monthly Price	Annual Price
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		
P-4	Civic Center Park	\$	\$
	111 Fair Drive		
	3.10 Acres Turf		
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 W. 19th Street		
	0.35 Acres Turf		
	0.45 Acres Planters		
P-8	Del Mesa Park	\$	\$
	3120 Manistee Drive		
	2.00 Acres Turf		
	1,000 Linear Feet of Drainage Swale		
P-9	Estancia Park	\$	\$
	1900 Adams Avenue		
	5.95 Acres Turf, including Slope		
	1.05 Acres Planter Slopes, including Parking Lot Planters and Slope		
P-10	Fairview Park	\$	\$
	2501 Placentia Avenue		
	11.34 Acres Turf		

	20,612 Sq. Ft. Planters, including Irrigation Enclosure		
P-11	Gisler Park	\$	\$
	1250 Gisler Avenue		
	3.37 Acres Turf		
	1.03 Acres Planters		
	24,000 Sq. Ft. Slope		
P-12	Harper Park	\$	\$
	425 E. 18th Street		
	0.26 Acres Turf		
	100 Sq. Ft. Planter		
P-13	Heller Park	\$	\$
	257 E. 16th 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 23rd Street		
	5.15 Acres Turf		
	500 Sq. Ft. Ivy Trimming on wall and backflow enclosure		
P-17	Lions Park	\$	\$
	570 W. 18th Street		
	Location includes Downtown Recreation Center, Donald Dungan Library, Historical Society and Neighborhood Community Center.		
	5.50 Acres Turf		
	1.43 Acres Planters		
P-18	Marina View Park	\$	\$
	1035 W. 19th 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	Suburbia Park/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		
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		
	1.45 Acres Planters		
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		
P-32	Westside Sub-Station at Parking Lot	\$	\$
	567 W. 18th Street		
	2,170 Sq. Ft. Turf		
	1,056 Sq. Ft. Planters		
P-33	Wilson Park	\$	\$
	360 W. Wilson Street		
	1.97 Acres Turf		
	1.43 Acres of Drainage Swale		
P-34	Wimbledon Park	\$	\$
	3440 Wimbledon Way		
	2.75 Acres Turf		
	5,632 Sq. Ft. Planters		
	TOTAL DETAILED PRICING SHEET #4		
	PARKS AND FACILITIES SERVICE AREAS	\$	\$

DETAILED PRICING SHEET #5			
PARKS AND FACILITIES SERVICE AREAS			
Site #	Site Name	Monthly Price	Annual Price
SP-1	Balearic Center Fields	\$	\$
	1975 Balearic Drive		
	8.00 Acres Turf		
	200 Sq. Ft. Backflow Enclosure		
SP-2	Luke Davis Field at Lions Park	\$	\$
	570 W. 18th 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		
	5,000 Linear Feet of DG Edging		
	TOTAL DETAILED PRICING SHEET #5		
	PARKS AND FACILITIES SERVICE AREAS	\$	\$

DETAILED PRICING SHEET		
EXTRA WORK		
GENERAL LANDSCAPE MAINTENANCE	Sq. Ft. Per Month	Acre Per Month
Turf	\$	\$
Landscape	\$	\$
EXTRA WORK LABOR HOURLY RATES	Regular Time	Overtime
Foreman	\$	\$
Laborer	\$	\$
Specialty Personnel:		
Irrigation Tech	\$	\$
Irrigation Laborer	\$	\$
Pesticide Applicator	\$	\$
Certified Playground Inspector	\$	\$
TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Mowing	\$	Per Sq. Ft.
Mowing	\$	Per Acre
Edge	\$	Per 1,000 Linear Feet
Fertilization:		
Placement Only	\$	Per Acre
Labor Only	\$	Per Acre
Both	\$	Per Acre
Hollow Core Aerification (with removal of cores)	\$	Per Acre
Solid Core Aerification	\$	Per Acre
Topdressing (80% sand/20% amendments)	\$	Per Acre
De-Thatching (including removal)	\$	Per Acre
Weed Control - Chemical (excluding material)	\$	Per 1,000 Sq. Ft.
Pest Control - Chemical (excluding material)	\$	Per 1,000 Sq. Ft.
LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Edge & Trim	\$	Per 1,000 Sq. Ft.
Weed Removal & Clean Up	\$	Per 1,000 Sq. Ft.
Fertilization:		
Placement Only	\$	Per Acre
Labor Only	\$	Per Acre
Both	\$	Per Acre

Pest Control - Chemical (including material)	\$	Hour
Pruning/Shearing Shrubs	\$	Per 1,000 Sq. Ft.
Vertical Mulch Trees	\$	Each
Vegetation Removal:		
Blank	\$	Per Sq. Ft.
Blank	\$	Per Acre
Clean Hardscape/Sidewalks	\$	Per Sq. Ft.
SPORTS TURF MAINTENANCE (PER SPECS)		
Mowing - hybrid bermuda grass	\$	Per Sq. Ft.
Mowing - hybrid bermuda grass	\$	Per Acre
Mowing - other	\$	Per Sq. Ft.
Mowing - other	\$	Per Acre
Edge & Trim	\$	Per Linear Feet
Fertilization:		
Placement Only	\$	Per Acre
Labor Only	\$	Per Acre
Both	\$	Per Acre
Pest Control - Chemical (including material)	\$	Per Sq. Ft.
Hollow Core Aerification (with removal of cores)	\$	Per Acre
Solid Core Aerification	\$	Per Acre
Topdressing (80% sand/20% amendments)	\$	Per Acre
De-Thatching (including removal)	\$	Per Acre
Weed Control (with chemical and boom)	\$	Per Acre
PLANT MATERIAL (INSTALLED)		
Annual Color (4" container)	\$	Each
Ground Cover	\$	Flat
One (1) Gallon	\$	Each
Two (2) Gallon	\$	Each
Five (5) Gallon	\$	Each
Fifteen (15) Gallon	\$	Each
24" Box Size Tree w/Triple Stakes	\$	Each
36" Box Size Tree w/Triple Stakes	\$	Each
48" Box Size Tree w/Triple Stakes	\$	Each
Seeded and Topdressed Turf Repair	\$	Per Sq. Ft.
Seeded and Topdressed Turf Repair	\$	Per Acre
Sodded Turf (remove, soil prep and replace)	\$	Per Sq. Ft.
Sodded Turf (remove, soil prep and replace)	\$	Per Acre
Hydroseed (including binder, fertilizer; seed excluded)	\$	Per Sq. Ft.
Hydroseed (including binder, fertilizer; seed excluded)	\$	Per Acre

EXHIBIT A

PERFORMANCE DEFICIENCY NOTIFICATION

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY NOTIFICATION

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

Date: _____

Location: _____

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

GROUND COVER

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

TURF

- _____ Bare Areas/Overseed
- _____ Dead/Stressed
- _____ Mowing/Edging
- _____ Fertilize/Pre-Emerge
- _____ Grassy Weeds
- _____ Broadleaf Weeds
- _____ Aeration/Verticutting
- _____ Clippings/Debris
- _____ Erosion Depressions
- _____ Pests/Rodents
- _____ Weed Whip/Trimming
- _____ Height of Cut

SHRUBS

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

HARD SURFACES/MEDIANS

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

REPORTS

- _____ Pesticide Use/NOI
- _____ Weekly/Monthly Schedules
- _____ Irrigation Controller Log

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

Received By: _____

Company: _____

Issued By: _____

Date: _____

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY STATUS MEMO

Date: _____
 Company: _____
 Location: _____
 Date of Performance Deficiency Notification: _____

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

(C=Corrected, UN=Un-corrected)

- | | |
|--|--|
| <p>GROUND COVER</p> <p>_____ Missing/Replant</p> <p>_____ Dead/Stressed</p> <p>_____ Trimmed/Walks/Fences</p> <p>_____ Trimmed/Heads/Boxes</p> <p>_____ Annual Grass Weeds</p> <p>_____ Broadleaf Weeds</p> <p>_____ Fertilize/Pre-Emerge</p> <p>_____ Pests/Rodents</p> <p>_____ Clippings/Debris</p> <p>_____ Cultivation</p> <p>_____ Erosion/Depressions</p> <p>_____ Buffer Zone Maint.</p> <p>_____ Stakes/Arboguards</p> | <p>TURF</p> <p>_____ Bare Areas/Overseed</p> <p>_____ Dead/Stressed</p> <p>_____ Mowing/Edging</p> <p>_____ Fertilize/Pre-Emerge</p> <p>_____ Grassy Weeds</p> <p>_____ Broadleaf Weeds</p> <p>_____ Aeration/Verticutting</p> <p>_____ Clippings/Debris</p> <p>_____ Erosion Depressions</p> <p>_____ Pests/Rodents</p> <p>_____ Weed Whip/Trimming</p> <p>_____ Height of Cut</p> |
| <p>SHRUBS</p> <p>_____ Missing/Replant</p> <p>_____ Dead/Stressed</p> <p>_____ Thinned/Pruned</p> <p>_____ Fertilize/Pre-Emerge</p> <p>_____ Pests/Rodents</p> | <p>HARD SURFACES/MEDIANS</p> <p>_____ Clean Walks/Gutter</p> <p>_____ Clean Drains/Vee-Ditch</p> <p>_____ Patterned Concrete</p> <p>_____ Hazardous Conditions</p> <p>_____ Weeds</p> |
| <p>REPORTS</p> <p>_____ Pesticide Use/NOI</p> <p>_____ Weekly/Monthly Schedules</p> <p>_____ Irrigation Controller Log</p> | |

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 had determined the value as follows:

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

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

Total Value: \$ _____

EXHIBIT B

**FERTILIZATION, BROADLEAF CONTROL, PRE-EMERGENT & SPECIALTY
WORK SCHEDULES**

FERTILIZATION, BROADLEAF CONTROL AND PRE-EMERGENT SCHEDULES

PROPOSER IS TO PROVIDE ALL PESTICIDES, HERBICIDES AND FERTILIZER REQUIRED FOR THIS SCHEDULE

TURF FERTILIZATION SCHEDULE

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

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

TURF RENOVATION

1x/yr May thru July

AERIFICATION

2x/yr March and September

BROADLEAF APPLICATION

The Contractor must supply sufficient staffing to perform the actual applications, post signage and to monitor each site treated until dry or otherwise safe for the general public. All staff must be English speaking and knowledgeable in the product being used to perform the application.

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

SHRUB AND GROUNDCOVER FERTILIZATION AND PRE-EMERGENT SCHEDULE

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

Groundcover and shrub beds.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr	April 1 st Aug. 1 st	Triple 15-15-15 Triple 15-15-15	Maximum label rate per label.
2x/yr	Feb. 1 st Sept. 1 st	Dimension 270G Dimension 270G	Maximum Rate per label

FERTILIZATION SCHEDULE

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr	March/June 1	21-7-14	5 lbs./1000 sq. ft.
2x/yr	Sept. 1/Nov. 1	20-2-3	5 lbs./1000 sq. ft.

TURF RENOVATION

<u>Location</u>	<u>Task</u>	<u>Frequency</u>	<u>Acreage</u>	<u>Month</u>
Jack Hammett	Dethatch	1 x/yr	14.7	Feb.
TeWinkle Ath. Cmplx	Dethatch	1 x/yr	5.8	August
Balearic	Dethatch	1 x/yr	8.0	Sept.
Davis Field	Dethatch	1 x/yr	3.0	July
FDC	Dethatch	1 x/yr	5.5	July

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

AERIFICATION

2x/yr hollow-core all sites: March/September

BROADLEAF APPLICATION

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

PRE-EMERGENT APPLICATION:

2x/yr. February/September

EXHIBIT C
IRRIGATION STANDARDS

**Maintenance Services Division
Standard Irrigation Hardware**

Mainlines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Lateral Lines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Irrigation Controller Specifications:**Outdoor Irrigation Controller – Parks & Sports fields:**

Rain Bird Tech Division (1-888-444-5756) – Maxi-Peds–1–P5-NA-LK-EL24__ANT06-FM2-SPP-TP1A-RMK450nARR (**Bold area dependent upon station count. Verify specifications with Rain Bird Area Manager, prior to purchasing**). All enclosures to be top-entry. Inspection and certification are required after installation. Please contact Jeff Evans – Public Agency Area Manager – 1-509-954-2008. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Outdoor Irrigation Controller – Facilities, Fire Stations, Medians, Parkways:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**). All enclosures to be top entry. Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Indoor Controller Specifications:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**). Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Backflow Prevention Devices:

Febco 825Yor 825YA (size dependent upon the needs of the project)

Backflow Enclosure:

Guardshack – Hinged (size and type dependent upon the needs of the project)
All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR– K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird GB (size dependent upon site location – brass casing) - Potable
Rain Bird GB-R (size dependent upon site location - brass casing) – Non Potable

**Maintenance Services Division
Standard Irrigation Hardware (continued)**

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable
Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens

Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only. 1800 Series (sizes dependent upon the site location).
Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.
Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers.
Rain Bird – 1800 PCS – Pressure Compensating Screens
Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.
All non-potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location)
Hunter I-20 Series (sizes and nozzles dependent upon the site location)
Hunter I-25 Series (sizes and nozzles dependent upon the site location)
Hunter I-40 Series (sizes and nozzles dependent upon the site location)
Hunter I-60 Series (sizes and nozzles dependent upon the site location)
Hunter I-90 Series (sizes and nozzles dependent upon the site location)
Rain Bird 3500 Series (sizes and nozzles dependent upon the site location)
Rain Bird 5000 Series (sizes and nozzles dependent upon the site location)
Rain Bird 5500 Series (sizes and nozzles dependent upon the site location)
Rain Bird 6504 Series (sizes and nozzles dependent upon the site location)
Rain Bird 8005 Series (sizes and nozzles dependent upon the site location)
Rotors are to be specified reclaimed in non-potable projects.

Valve Boxes:

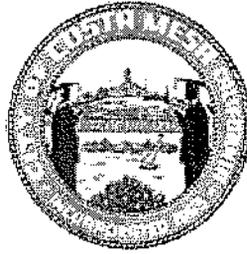
NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)
NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

Spears DS-400

Master Valves:

Bermad 910 Series – Normally open (quick coupler valves) or normally closed. Read in U.S. gallons.
Netafim - Normally open (quick coupler valves) or normally closed. Read in U.S. gallons.



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL**

FOR

PARKS AND LANDSCAPE MAINTENANCE SERVICES

RFP No. 16-39



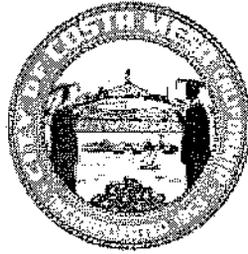
PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on June 14, 2016

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

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this addendum should be addressed to Stephanie Urueta, email stephanie.urueta@costamesaca.gov



**ADDENDUM NO. 2
REQUEST FOR PROPOSAL**

FOR

PARKS AND LANDSCAPE MAINTENANCE SERVICES

RFP No. 16-39



**PUBLIC SERVICES DEPARTMENT
CITY OF COSTA MESA**

Released on June 29, 2016

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this addendum should be addressed to Stephanie Urqueta, email stephanie.urqueta@costamesaca.gov

I. GENERAL INFORMATION

2. Schedule of Events: This Request For Proposal will be governed by the following schedule:

Release of RFP	June 10, 2016
Mandatory Pre-Proposal Conference	June 29, 2016 at 10:00 a.m.
Deadline for Written Questions	July 6, 2016 at 11:00 a.m.
Responses to Questions Posted on Web Proposals are Due	July 8, 2016
Interviews (if held)	<u>July 13, 2016 at 2:00 p.m.</u>
Approval of Contract	August 3-4, 2016
Start of Work	September 6, 2016
	July 1, 2017

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

Pre-Proposal Meeting: A **MANDATORY pre-proposal meeting** will be held on **Wednesday, June 29, 2016 at 10:00 a.m.** in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-proposal meeting is held to allow for questions and clarification concerning the City’s RFP process, scope of services and subsequent contract award.

ATTACHMENT A – SCOPE OF WORK

Section 2 General Specifications – Landscape and Turf Maintenance Specifications

5. Emergency Calls - (add) Contractor shall be compensated for emergency response at a minimum of two (2) hours at a rate to be provided in the Detailed Pricing Sheet – **extra work** for each after-hours response, and for actual time if the emergency response requires more than the initial two hours.

Section 3 Special Provisions

5. Weed and Pest Control in Landscape Areas

F. Turf Maintenance:

Mowing: (add) The Contractor shall be responsible for removal of all litter and debris prior to mowing any and all turf areas.

Machine Type: (add) The Contractor shall use mulching mowers, except for Jack Hammett Sportsfields and T.W. Athletic Complex Sportsfields, Civic Center, medians and fire stations.

Section 4 Special Provisions - Parks, Sportsfields, Lakes and Recreational Facility Maintenance

Jack Hammett Sports Complex – Special Provisions

Annual Turf Renovation – (add) Contractor to repair or replace all irrigation components when needed as Extra Work.

Tewinkle Athletic Complex – Special Provisions

Annual Turf Renovation

The Contractor shall be responsible for the following tasks:

Deep Tine Aerate - (~~delete~~) approximately five (5) acres of playing surface two (2) times per year using equipment and methodology approved by the City's Representative.

Deep Tine Aerate - (add) approximately five (5) acres of playing surface one (1) times per year using equipment and methodology approved by the City's Representative.

(add) Contractor to repair or replace all irrigation components when needed as Extra Work.

Davis Field, Fairview Development Center Fields and Balearic Soccer Fields – Special Provisions

Annual Turf Renovation - (add) Contractor to repair or replace all irrigation components when needed as extra work.

Fairview Park Turf – Special Provisions

(add) Contractor to repair or replace all irrigation components when needed as extra work.

EXHIBIT B - FERTILIZATION, BROADLEAF CONTROL, PRE-EMERGENT AND SPECIALTY WORK SCHEDULES

Proposer is to Provide all Pesticides, Herbicides and Fertilizer Required for this schedule

Fertilization Schedule

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
(delete) 2x/yr	March/June 1	21-7-14	5 lbs./1000 sq. ft.
(add) 1x/yr	March 1	21-7-14	5 lbs./1000 sq. ft.

EXHIBIT B
CONTRACTOR'S PROPOSAL

MARINA®

Still Growing

Landscape Construction • Maintenance
Erosion Control • Landscape Architecture



Parks and Landscape Maintenance Services:
Business Proposal
RFP# 16-39
Due: July 13, 2016 at 2:00pm

Prepared by: Nancy Arredondo - Estimating
Marina Landscape Maintenance, Inc. – 1900 S. Lewis St., Anaheim, CA 92805
T: (714)939-6600 DD: (714)620-7291 E: narredondo@marinaco.com

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RFP 16-39.C0092

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

Names	Title	Phone
<u>Robert B. cowan</u>	<u>President</u>	<u>(714)936-6600</u>
<u>Teri Nguyen</u>	<u>CEO</u>	<u>(714)936-6600</u>
<u>Ali Tavakoli</u>	<u>Vice President</u>	<u>(714)936-6600</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 46-5758895

City of Costa Mesa Business License Number: We Will Obtain Upon Award

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

City of Costa Mesa Business License Expiration Date: n.a.

Cover Letter



11111 Garden Grove Blvd
Orange, CA 92668
Tel: 714 935 1199
Fax: 714 935 1199

July 11, 2016

To Whom It May Concern:

Thank you for the opportunity to submit our proposal to the City of Costa Mesa regarding Parks and Landscape Maintenance Services due to the City Clerk's Office on July 13, 2016 @ 2:00 pm. Enclosed in this documentation is proposed pricing of recurring landscape maintenance work; valid from July 1, 2017 thereon, and to be performed for the following Service Areas.

- Parkway & Medians
 - Fire Stations
 - Miscellaneous Areas
 - Parks & Facilities
 - Sports Fields
-
- Turf Management, shrub management, tree management, parks management, sports field management, chemical application, weed & disease control, rodent control, management of irrigation system, and general cleanup and maintenance.

Per the Scope of Work provided by the City of Costa Mesa, Marina Landscape Maintenance, Inc. will perform various maintenance services with the following approach and strategies taken into consideration:

Availability and Communication:

All of Marina supervisors and foremen carry cell phones to take any calls throughout the day. At no point during the working day is communication cut-off between the field and office staff. This gives our maintenance department the ability to handle issues or emergencies and allow us to keep all of our properties in pristine condition. Our foremen utilize Apple iPads to map/track a site's attributes, and track personnel data, payroll, work order assignments, and e-mail communications. We believe that this effort will allow Marina to more efficiently handle the day-to-day efforts of our entire staff, and provide an exceptional level of customer service to our clients.

The key Personnel assigned to this project will be as follows:

- Marty Stowell - President Maintenance and Operations
- Darin Sherlock - Maintenance Operations Manager
- Verenice Acosta - Office Manager
- Jose Contreras - Superintendent

MARINA LANDSCAPE MAINTENANCE, INC.

Cover Letter (continued)



During the Bidding Process all questions and concerns may be referred to Darin Sherlock, by phone at (714) 704-0421 or via email at dsherlock@marinaco.com

Work Schedule Flexibility:

Marina's supervisor will stay in constant contact with the contract manager should any conditions change, and he will be diligent in making contact within two hours notice of any non emergency work orders submitted to us. Marina has an on-call crew that handles extra work for all our current projects. These people will fill in if the need arises where there is an unscheduled absence or additions are made to the contract, thus providing experienced labor for the project, immediately. Examples of these are certified irrigators, certified arborists, certified pest control advisers and applicators, certified personnel in traffic control, etc. Marina's contractor license includes the A, B, C27, C36, C61, & B49.

About Marina:

Marina was founded in 1971 and specializes in large-scale landscape construction and maintenance projects throughout the western United States. Today, Marina is one of the 20 largest landscape and site development contractors in America. Marina employs over 700 trained landscape professionals. Our employees have an average of 15 years tenure with the company. We are competitively priced in all market segments.

Marina Landscape's financial stability can be supported by bank references and letters of good standing. We have a bonding capability of over 12 million dollars. Our company's reserves, give us the ability to hedge hard times should they arise.

Company Location and Contact Information:

Marina Landscape Maintenance, Inc. headquarters is located in 3707 W Garden Grove Blvd., Orange, CA 92868. We will be conducting the maintenance services for the City of Costa Mesa from the Anaheim branch in 1900 S. Lewis Ave., Anaheim, CA 92805. All laborers, foremen, superintendents, and management will be based out of this location.

Phone: (714) 939-6600
Fax: (714) 935-1199
Email: dsherlock@marinaco.com
Website: www.marinaco.com

MARINA LANDSCAPE MAINTENANCE, INC.

3707 W Garden Grove Boulevard • Orange, CA 92868 • 714.939.6600 • 714.935.1199 • marinaco.com • License #446148 A B C27,C36 C49
Est. maitng Direct Line: 714.520.7266

Cover Letter (continued)



Experience:

Marina is an award-winning landscape construction and maintenance contractor and recently received five (5) California Landscape Contractors Association beautification awards for the following maintenance projects:

- Anaheim Resort District - public space in the city of Anaheim.
- Anaheim Convention Center - public space in the city of Anaheim.
- Riverside Community College - public space/educational in the city of Riverside (Construction and Maintenance)
- Cucamonga Basin #6 - open space water quality and public grounds in the city of Upland (Construction and Maintenance)
- Main Place Mall - retail/public space in the city of Santa Ana.

As President, I will be the person authorized to make commitments for the Company. In case of absence, urgent documents may also be signed by Ali Tavakoli (Vice-President) and Teri Nguyen (CFO).

Marina has always taken pride in helping the communities of Southern California look their best. We look forward to the opportunity to work with City of Costa Mesa on this particular project and others in the future.

Sincerely,

Robert B. Cowan
Marina Landscape Maintenance, Inc.
3707 W Garden Grove Blvd., Orange, CA 92868
T: (714) 939-6600, F: (714) 935-1199

Background and Project Summary

Background and Project Summary

Marina will perform all work in accordance therein the scope of work in Exhibit A of this RFP, and we will heavily rely on the customer for the set standards and the requirements met. Under the direction of the City's Director of Public Services and representatives we will make every effort to keep the City's landscape attributes safe, healthy and beautiful for residents and visitors. Our staff has various avenues of communication to help everybody exchange the information and get the work done; we also provide our customers with access to our online automated Work Order System.

To accomplish our goals of meeting the City's requirements and maintaining friendly landscapes for the public Marina will set forth an approach that includes:

Transition Plan, which includes meetings among the supervisors and City officials, initial inspections and documentations of sites, and a water audit.

During our ramp-up period, we will be inspecting all of the sites before assuming control of the work, creating any necessary punch-lists for deficiencies. After our initial inspection we developed the routes and discover the specific requirements of individual locations, which further allowed us to assign crews by size and specialty; this will also allow us to create priorities and assess any urgent goals for the project such as the irrigation upkeep. Once mobilized and an accurate assessment of the sites has been ascertained, our crews will commence their daily operations. We will have full-time crews who will be on-site eight hours per day, seven days per week including holidays.

Quality Services for the various types of facilities and public spaces. Such services include: sports field maintenance, general/detail landscape services, irrigation maintenance, pest control services, and public safety.

Prevention Plan guides our crews to follow BMPs, be aware of their surroundings when safety is a concern, keep conditions favorable for plants to stay healthy, provide weekly/monthly/annual services by following tailored schedules for this project.

Action Plan guides our crews to report to their supervisors when they come across items/events that need attention. In addition to our automated Work Order System we provide to our customers 24 hour emergency services which are best managed through our main office phone line, and which will forward directly to our On-Call Supervisor. (714)939-6600.

Work Order System

Marina will provide the City of Costa Mesa with a web-based trouble ticket reporting system which will allow constant communication and updates of work orders and repairs being handled on-site. This ticket reporting system ensures that all work orders get expedited with automatic email responses when the work order is closed. When the customer submits a work order through this venue a notice will go directly to the assigned Superintendent and he will make contact within a two (2) hour window. After a work order is completed, we confirm with the City that the work was completed in a professional manner to ensure nothing is overlooked. Any necessary documents will be provided accordingly. In addition to our web based work order system, our supervisors and foremen carry iphones and utilize Apple iPads to map/track a site's attributes track personnel data, payroll, work order assignments, and e-mail communications. We believe that this effort will allow Marina to more efficiently handle

Methodology Section

Marina holds a current contractor's license with A, B, C27, C36, C61, and D49 categories and has certified personnel in pest control application, pest control advising, water management, arbor care, and more that will satisfy any of the City's needs that should arise.

Transition Plan

Marina will work with the City in advance to determine the current state of the districts to be taken over. Meetings will be scheduled as necessary between the City's representative and the project Supervisor and Foreman in order to start a constructive dialog that will carry over as the project is transitioned over from the departing contractor. A thorough initial inspection will be made and documented, with suggestions for improvement, as necessary. Any approved suggestions will be implemented upon the start of contract.

One of the first processes Marina implements on new contract is a water audit. Our water audit ensures that the irrigation system is running properly which will cut down on water costs, while making sure proper absorption is occurring in the plant soil. Darin Sherlock, along with our Maintenance Supervisor, Jose Contreras, will be visiting the job site to ensure all of the standards are being met. If needed, they will create punch-lists for the supervisor for anything that needs attention. Using this proactive method of control, we are able to keep our projects in excellent condition.

Marina's Quality Services

Marina is an award winning company because we take proactive steps to ensure that the quality of service is being met and exceeded. We understand the needs and challenges of city-wide landscape maintenance services because we have over 40 years experience performing such work for various public facilities. For this project our Maintenance Manager Darin Sherlock will be overseeing our staff. He has over 18 years experience in the landscaping business and is part of and chairs many landscape committees throughout Southern California. Darin, along with our Maintenance Supervisor, Jose Contreras, will be visiting the job site frequently to ensure all of the standards are being met. When necessary, they will create punch-lists for the supervisor for anything that needs attention. Using this proactive method of control, we are able to keep our projects in excellent condition.

Sports Fields

Marina especially recognizes that the City's sports fields are a highly valued and highly trafficked landscape attribute for which we have well trained crews that do the work professionally, effectively, and beyond the expectations of those using these areas. We feel that with our past years' experience with sports fields, we will outperform all tasks set forth providing quality maintenance with a proactive approach and cost efficient manner. Marina possesses the knowledge, experience and management skills that set us apart from the rest. With our company's qualifications and resources we feel confident that our abilities will not be surpassed.

As well as being the only landscape contractor ever to receive the American General Contractor Award for the Design, Construction and Maintenance of San Diego State University's Track and Field built on the top deck of their parking structure. Please see below the following list of some of the other Sports Fields we have constructed and maintained in the recent years.

- The Home Depot Center, Carson, California
- Petco Park, San Diego, California

Methodology Section (continued)

- Raley Field, W. Sacramento, California
- Fresno Grizzlies Stadium, Fresno, California
- Sec Taylor Stadium, Des Moines, Iowa
- Menlo College Baseball Field, Atherton, California
- Polytechnic School, Pasadena, California
- City of Anaheim West Side Fields and Parks
- City of Rancho Palos Verdes Sports Fields and Parks
- B.P Arco Carson California Sports Field and Baseball Field
- Laguna Hills Community Park and Baseball Fields
- Little League Field of Champions San Bernardino Calif.

General Landscape Services

Mowing, blowing, hedging and trimming will be done once a week as per the contract specifications with the best practices and minimum disturbance to neighbors, visitors and facility staff. Marina recognizes that this is an important matter and will diligently oblige. To ensure that this is achieved we will rely on up-to-date scheduling and changes submitted by the City's representative.

Irrigation Services

We will be providing our expert irrigation technicians to ensure the plants are getting an adequate amount of water, and that watering clocks are set to the proper specifications. Our irrigation technicians recognize that water conservation is crucial to everyone and having an efficient water practice is the key to optimizing water usage. To ensure that this is achieved we will rely on approval by the city's representative for extras to repair the irrigation system within an appropriate time frame so we may take the necessary steps and responsibilities.

Weed and Pest Control

To ensure a healthy and well kept plant community, Marina will implement preventative measures and when the need arises will take active measures to ensure quality flora. Marina foremen are trained on a regular basis and will notify the Supervisor of any pest or disease that is present. We are always on the lookout for Target Pests, and seasons will always be a consideration.

Prevention consists of reducing stress on plants, as many of us know plants are more susceptible to damage and disease under stressful conditions thereby we provide proper pruning techniques, adequate moisture and a properly kept irrigation system, mulching, and in addition we will bring well sharpened and clean equipment to the facility.

When action is necessary QAL certified personnel will inspect, assess, and select proper chemicals and if possible recommend environmentally sound organic products for this purpose. On approval of the City our crew will proceed with proper application and certified personnel supervision.

Safety Practices

Safety is a priority at Marina Landscape Maintenance Inc. We currently have a safety rating of less than one. Our workers are very aware of their surroundings and participate in daily tailgate safety meetings. Every employee of Marina goes through a thorough safety training program at the beginning of their employment and our continuing education only strengthens those foundations. Safety training meetings are monthly, we hold meetings to learn emergency procedures every 2 months, and training on the company's policies every 6 month. When accidents have occurred, we re-enact the incident to

Methodology Section (continued)

educate other employees demonstrating how the accident occurred, and what we could do to prevent it from occurring again.

While on-site our employees will be equipped with gear that will protect them and others from being injured. This includes any goggles, gloves, hard toed-shoes, long-sleeves and pants, masks, hard-hats or reflective attire/equipment.

In regards to equipment handling, Marina trains all employees to know how to operate and work around all maintenance equipment. Employees learn signaling to a vehicle and wear the safety vest at all time while being in the surroundings of equipment or traffic. Public safety is heavily regulated. The supervisor will perform a pre-work walk through to identify any potential hazards; any found will be reported to the contractor. For any that pose immediate risk or hazard to the public, 911 will be contacted first, then the contractor. If any injury involving a member of the public occurs, 911 will be called, the site will be secured, and the contractor will be contacted.

Scheduling

Weekly Schedules will be submitted to the Contract Manager at the specified due date. They will include the maintenance date for each location and time slot. Any changes will be submitted to the Contract Manager five working days prior.

Yearly Maintenance Schedules are prepared at the onset of the contract for a yearly basis per the scope of work in Attachment A, therein the RFP and as defined by the City representative for specified tasks. Such tasks as fertilization, dethatch and aeration which have already been determined in the scope of work are added to the contract yearly outline. Marina remains flexible with the schedule to ensure that any other requests by the City can be accomplished.

The following attachments show samples of some common forms used by Marina:

Methodology Section (continued)

Yearly Maintenance Schedule



		January	February	March	April	May	June	July	August	September	October	November	December
Check Irrigation	2 X week	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
Certified Irrigation Specialist	2 X year				X						X		
Turf Fertilization	2 X year						X				X		
Turf Inspection for signs of infestation	1 X month			X	X	X	X	X	X	X	X	X	X
Turf aeration	2 X year				X						X		
Turf dethatching	1 X year									X			
Turf re-seeding	1 X year											X	
Trees - stakes & ties adjustment	1 X year				X						X		
Plant installation	1 X year				X						X		
Landscape Management: Mulch, water drains & plant markers	1 X week	XX	XX	XX	X	X	XX	XX	XX	XX	XX	XX	XX
Down drains	1 X week, after any rain event & as needed during storm	XX	XX	XX	XX	XX		XX	XX	XX	XX	XX	XX
Inspection of water	1 X year	X	X	X		X			X		X	X	X
Tree Stakes	1 X quarter, after any rain event & as needed during storm		X				X				X		X
Tree Filleting if needed in winter										X	X		
Fertilization of Trees	1 X year		X				X				X		
Fertilization of Shrubs and Groundcover	1 X quarter		X				X				X		
Visual Assessment: Pre-emergent herbicide	2 X year				X						X		
Visual Assessment: Broadleaf control	1 X year	X		X		X		X		X		X	
Pest Control: Rodent & Wildlife management	1 X quarter	X			X			X			X		X

Maintenance Schedule Map



WEEKLY MAINTENANCE

Common Areas

MONTHLY MAINTENANCE

- Week 1 Rotation
- Week 2 Rotation
- Week 3 Rotation
- Week 4 Rotation

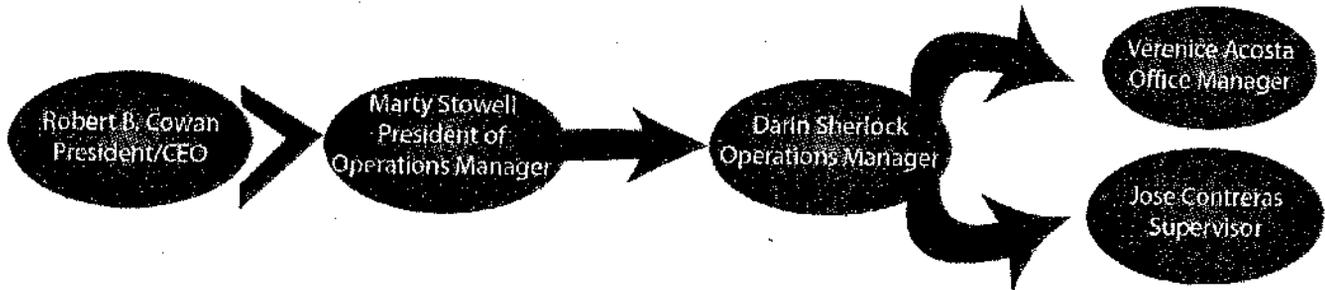
QUARTERLY MAINTENANCE

Drain Basins

* This plan is an estimate, maintenance is subject to change upon award of contract.

Staffing/Qualifications

The project organization and the communication roads between the personnel assigned to the project are exemplified in the following chart:



The following Marina Landscape Maintenance, Inc. employees are the key personnel that will be involved with decision and execution of the Park Maintenance Services. Foremen, laborers, and irrigation technicians will be assigned upon award of contract.

During the Bidding Process all questions and concerns may be referred to Darin Sherlock, by phone at (714) 704-0421 or via email at dsherlock@marinaco.com

Staffing



Robert B. Cowan, President/CEO

Robert Cowan is the President of Marina Landscape, Inc. He has been in the landscaping business for 44 years and continues to learn and grow with the industry. Robert and his brother built Marina from the ground up into a 65 million dollar a year company that is only going to continue to grow. He has built a reputation on the motto of "Building it right, the first time and never miss a deadline." marina will provide the proper manpower to tackle any size job and the intelligence to be efficient to provide the greatest value to the client and environment. Robert continues to be involved with all decisions within the company and has a hands-on approach to work. This has brought together individuals and developed them into a team. This team believes in the notion that hard work and dedication will bring prosperity to their family. The family traditions of working together, sharing knowledge and experiences has developed a strong company that customers rely on day after day to design, develop, construct, and maintain award-winning landscapes.

Phone (714)939-6600 xt401 Email rcowan@marinaco.com



Marty Stowell, President of Maintenance Operations

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction. Marty has great relationships with many public sector agencies including LA Metro, where Marina oversees the maintenance of the Blue - Green lines.

Phone (818)612-0118 Email mstowel@marinaco.com



Verence Acosta Office Manager, Anaheim

Verence is new to the industry. She started with Marina in 2015 and has been managing accounts and crews in the maintenance division. She works in close communication with colleagues to ensure smooth operations. She is heavily committed to produce quality work and service for our Customers and ensure everybody's safety at the end of the day.

Phone (714) 939-6600 xt489 Email vacosta@marinaco.com

Staffing/Qualifications

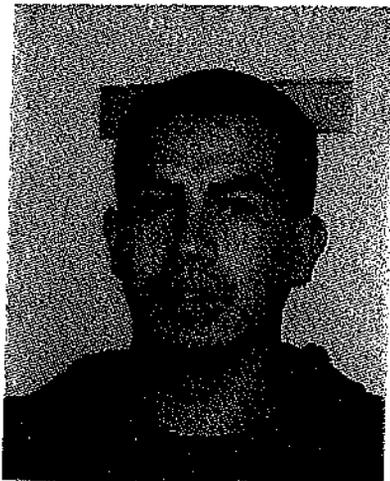


Darin Sherlock Operations Manager, Maintenance Division

Darin has been involved in sales and business development for more than 18 years. He is an experienced marketer and sales planner with extensive experience in the brand development. He has owned businesses, worked for several Fortune 500 companies, and has done consultation work for more than 100 different businesses. Darin brings to Marina extensive knowledge of fertigation and the application of liquid fertilizers and other soil abatement products. Darin will be building relationships with all of the HOA, commercial and public property management companies here in Southern California and continue our efforts to promote Marina Landscape Maintenance, Inc.

Phone (714)704-0421 Email dsherlock@marinaco.com

PROJECTS: City of Lake Forest, City of Anaheim, City of Anaheim, City of San Juan Capistrano, City of Culver City, City of Fountain Valley, METRO, City of Rancho Palos Verdes, City of Milpitas, City of Burbank, City of Brentwood, City of Oakley
RESPONSABILITIES: Project Organizing, Overseeing staff, Overseeing work quality, Scheduling, Sales, Problem Solving.



Jose Contreras Supervisor, Anaheim

Jose has been involved in the landscape industry since he was 16 years old. He is highly experienced in turf maintenance and sports turf maintenance, including renovation. He has managed projects of over 150 acres and crews of 32 people. He is also experienced in estimating, purchasing and inventory management.

Phone (951)905-7388 Email jcontreras@marinaco.com

PROJECTS: City of Lake Forest, City Fountain Valley, City of Anaheim, City San Juan Capistrano
RESPONSABILITIES: Day to day operations, task maintenance, renovation project organizing, Quality control, water management, scheduling, sales

Staffing/Qualifications

Marina Landscape, Inc. was founded in 1972, focusing on large-scale landscape construction and maintenance projects. It wasn't until May 20th, 2014 that Marina's maintenance division became its own entity due to its flourishing business, which is now known as Marina Landscape Maintenance, Inc. Today, Marina is one of the largest landscape and site development contractors in America.

Marina Landscape's financial stability can be supported by bank references and letters of good standing. We have a bonding capability of over 12 million dollars. Our company's reserves, give us the ability to hedge hard times should they arise.

Our current workload is \$20million in maintenance. Over 40% is a result of Public Works contracts and 60% is HOA, private and commercial contracts respectively.

Marina Landscape, Inc. was founded in 1972, focusing on large-scale landscape construction and maintenance projects. It wasn't until May 20th, 2014 that Marina's maintenance division became its own entity due to its flourishing business, which is now known as Marina Landscape Maintenance, Inc. Today, Marina is one of the largest landscape and site development contractors in America. Marina's landscape projects have numerous awards public to private agencies, and contractor associations. Marina is an award-winning landscape construction and maintenance contractor and recently received five (5) California Landscape Contractors Association beautification awards for the following maintenance projects:

Anaheim Resort District - public space in the city of Anaheim.

Anaheim Convention Center - public space in the city of Anaheim.

Riverside Community College - public space/educational in the city of Riverside (Construction and Maintenance)

Cucamonga Basin #6 - open space water quality and public grounds in the city of Upland (Construction and Maintenance)

Main Place Mall - retail/public space in the city of Santa Ana.

CLCA STATE AWARDS

Raley Field Triple-A Baseball Stadium - Sports Facilities, State Trophy Award

Fresno Triple-A Baseball Stadium - Sports Facilities, State Trophy Award

Petco Park - Public Building Installation, State Trophy Award

Resort Westside - Landscape Maintenance, John Redmond Memorial State Trophy Award

City of Lake Forest - Sports Facilities Maintenance, State Trophy Award

Westfield Century City - Landscape Maintenance, State Trophy Award

Gateway Apartments - Landscape Maintenance, State Trophy Award

AGC AWARDS

Los Angeles Boys and Girls Club - Contribution to the Community Award

Elephants of Asia Exhibit, LA Zoo - Meeting the Challenge of the Difficult Job/Specialty Contractor Classification - Finalist

The Water Conservation Garden - Contribution to the Community Award

Aztrack Sports Complex, SDSU - Innovation in Construction Techniques and Materials Award

Bolsa Chica Lowlands Restoration - Excellence in Project Management

Financial Capacity

This is confidential information and should not be disclosed to the public. Please find it in the enclosed sealed envelope, marked "Financial Statements".

RFP 16-39.C00921

PRICING SUMMARY FORM

Proposer is to complete detailed pricing sheets and write in total amounts in the Comprehensive Pricing Proposal form (below) and all Detailed Pricing Sheets shall be submitted in a separate sealed envelope.

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

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the 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. The City of Costa Mesa has provided approximate measurements of the areas to be maintained under this contract, but is not liable for the accuracy of those quantities. It is the responsibility of the Proposer 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.

COMPREHENSIVE PRICING PROPOSAL

**Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling and 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		\$ 59,085.48	\$ 709,025.82
#2	Fire Stations		\$ 1,790.47	\$ 21,485.63
#3	Miscellaneous Areas		\$ 14,323.75	\$ 171,885.05
#4	Parks & Facilities		\$ 84,152.05	\$ 1,009,824.65
#5	Sports Fields		\$ 19,695.16	\$ 236,341.94
#6	Extra Work Pricing		\$ N/A	\$ N/A
	GRAND TOTAL		\$ 179,046.92	\$ 2,148,563.08

RFP 16-39-C00921

Proposer's Acknowledgement of Its Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda. The undersigned Proposer agrees it 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.

Marina Landscape Maintenance, Inc.
Proposer Name (Person, Firm, Corp.)


Signature of Authorized Representative

3707 W Garden Grove Blvd.
Address

Robert B. Cowan
Name of Authorized Representative

Orange, CA 92805
City, State, Zip Code

President
Title of Authorized Representative

(714)620-7291
Telephone Number

narredondo@marinaco.com
Email Address

DETAILED PRICING SHEET #1			
PARKWAYS AND MEDIAN SERVICE AREAS			
Site #	Site Name	Monthly Pirce	Annual Price
M-01	16th Street/Superior	\$ 82.72	\$ 992.64
	2,400 Sq. Ft. Hardscape		
M-02	E 17th Street Median	\$ 70.90	\$ 850.83
	1,470 Sq Ft. Turf (At Fullerton)		
M-03	17th Street/Newport Boulevard	\$ 70.90	\$ 850.83
	2,000 Sq. Ft. (Two hardscape Medians: East of newport Blvd and one Hardscape Median West of Newport Blvd.)		
M-04	17th Street	\$ 330.88	\$ 3,970.54
	(Orange Avenue to Irvine Avenue)		
	3,980 Sq Ft. Hardscape		
	4,500 Sq. Ft. Planters		
M-05	W 19th Street Parkway	\$ 129.99	\$ 1,559.86
	(At Whittier)		
	2,870 Sq. Ft. Turf		
M-06	19th Street Medians	\$ 449.05	\$ 5,388.60
	(Park Avenue to Fullerton)		
	7,850 Sq. Ft. Planters		
	3,342 Sq. Ft. Hardscape		
	19th Street/Newport Boulevard		
	(Planter on NW corner of 19th Street)		
	1,200 Sq. Ft.		
M-07	19th Street Parkway & Median Planters	\$ 785.84	\$ 9,430.04
	(Park Avenue to Placentia Avenue)		
	13,000 Sq. Ft. Parkways		
	6,000 Sq. Ft. Medians		
	1,500 Sq. Ft. Hardscape		
M-08	Adams Avenue Medians & Parkway (Albatross to Santa Ana River)	\$ 165.44	\$ 1,985.27
	0.05 Acres Turf		
	1,446 Sq. Ft. Planters		

	483 Sq. Ft. Hardscape		
M-10	Adams Avenue Medians (Mesa Verde Drive East to Fairview)		
	0.52 Acres Turf	\$ 1,748.93	\$ 20,987.16
	5,426 Sq Ft. Planters		
	12,848 Sq. Ft. Hardscape		
	Adams Avenue Median (Peterson Place to Harbor Boulevard)		
	3,000 Sq. Ft. Planters		
	1,500 Sq. Ft. Hardscape		
M-11	Anton Boulevard Medians (Avenue of the Arts to Sunflower Avenue)	\$ 803.56	\$ 9,642.75
	0.35 Acres Turf		
	5,236 Sq. Ft. Hardscape		
M-12	Arlingto Drive (At Newport Boulevard)	\$ 47.27	\$ 567.22
	1,638 Sq. Ft. Hardscape		
M-13	Baker Street Parkway (Babb to Fairview)	\$ 183.17	\$ 2,197.98
	4,583 Sq. Ft. Planters		
M-14	Baker Street Median (At 73 Freeway Overpass)	\$ 295.43	\$ 3,545.13
	4,200 Sq. Ft. Hardscape		
M-15	Baker Street Median (At 55 Freeway Overpass)	\$ 29.54	\$ 354.51
	1,137 Sq. Ft. Hardscape		
M-16	Bear Street Median (At Metro Pointe)	\$ 360.42	\$ 4,325.06
	0.10 Acres Turf		
	4,452 Sq. Ft. Hardscape		
M-17	Bear Street Parkway (North and South of Yukon Avenue)	\$ 395.87	\$ 4,750.47
	8,981 Sq. Ft. Planter		
	684 Sq. Ft. Frontage Planter		
M-18	Bristol Street Medians (Baker to Anton Avenue)	\$ 1,169.89	\$ 14,038.71

	0.32 Acres Turf		
	14,942 Sq. Ft. Hardscape		
M-19	Bristol/405 Freeway Entrance	\$ 59.09	\$ 709.03
	(Triangle shaped hardscape located southbound Bristol [westside] at 405 Freeway entrance.)		
	2,000 Sq. Ft. Hardscape		
M-20	Bristol Street Medians	\$ 419.51	\$ 5,034.08
	(At 55 Freeway Overpass)		
	11,672 Sq. Ft. Hardscape		
M-21	Bristol Street Medians		
	(At 73 Freeway Overpass)		
	4,134 Sq. Ft. Hardscape	\$ 124.08	\$ 1,488.95
M-22	Broadway Avenue		
	(Fullerton Avenue to Irvine Avenue; includes irrigation and mulching)		
	1.45 Acres	\$ 2,723.84	\$ 32,686.09
M-23	California Street Median		
	(Iowa to Alaska)		
	3,809 Sq. Ft. Turf		
M-24	Canyon Drive Parkway	\$ 53.18	\$ 638.12
	(Seabluff to Victoria Street)		
	1,245 Sq. Ft. Planters		
M-25	Coolidge Avenue Medians	\$ 384.06	\$ 4,608.67
	8,400 Sq. Ft. Planters		
	1,400 Sq. Ft. Hardscape		
M-26	Del Mar Median		
	2,180 Sq. Ft. Planter	\$ 106.35	\$ 1,276.25
	1,080 Sw. Ft. Hardscape		
M-27	Elden Avenue at Del Mar Avenue	\$ 47.27	\$ 567.22
	(Planters on NW and NE corner of Del Mar)		
	1,100 Sq. Ft.		
M-28	Fair Drive Parkways	\$ 2,534.77	\$ 30,417.21
	(Harbor Boulevard to Fairview Road)		
	1.43 Acres Turf		
M-29	Fairview Road Medians		

	(Newport Boulevard to Sunflower Avenue)		
	1.40 Acres Turf	\$ 3,497.86	\$ 41,974.33
	1,710 Sq. Ft. Planters		
	23,818 Sq. Ft. Hardscape		
M-30	Fairview Road Slope	\$ 1,376.69	\$ 16,520.30
	(At Boise Way Circle)		
	11,319 Sq. Ft. Slope		
	4,439 Sq. Ft. Planter		
	0.42 Acres Slope west side Fairview Road		
M-31	Golf Course Drive Parkway and Medians	\$ 159.53	\$ 1,914.37
	(Mesa Verde Drive to Tanager)		
	3,589 Sq. Ft. Planters		
	815 Sq. Ft. Hardscape		
M-32	Harbor Boulevard Parkways and Medians	\$ 4,378.23	\$ 52,538.81
	2,767 Sq. Ft. Hardscape		
	6,935 Sq. Ft. Planters		
	(Wilson to MacArthur)		
	1.11 Acres Turf		
	1.18 Acres Hardscape		
M-33	Harbor Boulevard Medians - South	\$ 59.09	\$ 709.03
	(W. 19th Street to Newport Boulevard)		
	2,480 Sq. Ft. Hardscape		
M-34	Hyland Avenue at South Coast Drive	\$ 53.18	\$ 638.12
	2,000 Sq. Ft. Hardscape		
M-35	Loren Lane/Watson Avenue	\$ 106.35	\$ 1,276.25
	(Hardscape and Tree Wells north of Baker Street)		
	2,600 Sq. Ft.		
M-36	Merrimac Way Medians	\$ 768.11	\$ 9,217.34
	Harbor to Fairview		
	0.27 Acres Turf		
	7,017 sq. Ft. Hardscape		
M-37	Mesa Verde Drive Parkways & Medians	\$ 3,166.98	\$ 38,003.78
	(Adams to Adams)		
	1.77 Planters Footprint remains the same		
	1,478 Sq. Ft. Hardscape		
M-38	Mesa Verde Drive East Medians	\$ 567.22	\$ 6,806.65
	(Harbor to Adams)		

	1,062 Sq. Ft. Turf		
	930 Sq. Ft. Hardscape		
M-39	Newport Boulevard Parkways & Medians (Industrial to 19th Street)	\$ 6,174.43	\$ 74,093.20
	0.51 Acres Turf		
	2.42 Acres Planters		
	10,643 Sq. Ft. Hardscape		
	14,000 Sq. Ft. Drainage Swales		
M-40	Newport Boulevard (19th Street to Bristol Street, north and south bound - Freeway side planters only)	\$ 4,325.06	\$ 51,900.69
	2.45 Acres Mixed		
M-41	Red Hill Median (McCormack to Airport Loop)	\$ 384.06	\$ 4,608.67
	7,780 Sq. Ft. Turf		
	3,000 Sq. Ft. Hardscape		
M-42	Sakioka Drive Medians (sunflower to Anton)	\$ 301.34	\$ 3,616.03
	0.13 Acres Turf		
	1,980 Sq. Ft. Hardscape		
M-43	Smalley Road (Wakeham Park to end of block wall at Sunflower. Median at Sunflower included)	\$ 844.92	\$ 10,139.07
	20,900 Sq. Ft. Sloped Planters		
M-44	South Coast Drive Medians (Harbor Boulevard to Bear Street)	\$ 1,240.80	\$ 14,889.54
	0.66 Acres Turf		
	1,590 Sq. Ft. Hardscape		
M-45	Sunflower Parkways (Parkways on south side of street from Smalley Road to Mesa Consolidated Water Well)	\$ 242.25	\$ 2,907.01
	5,924 Sq. Ft. Planters		
M-46	Sunflower Medians (Harbor to Bear & Avenue of the Arts to Main)	\$ 1,654.39	\$ 19,852.72
	0.53 Acres Turf		
	17,938 Sq. Ft. Hardscape		
M-47	Susan Street Medians (Sunflower to 405 Freeway Entrance)	\$ 608.58	\$ 7,302.97
	0.17 Acres Turf		
	7,720 Sq. Ft. Hardscape		
M-48	Tanager Drive Parkway	\$ 283.61	\$ 3,403.32
	7,000 Sq. Ft. Planters		
M-49	Victoria Street Parkways & Medians (Harbor to Canyon)	\$ 9,642.75	\$ 115,713.01
	5.01 Acres Planters		

	0.38 Acres Turf		
	3,324 Sq. Ft. Hardscape		
M-50	Yukon Avenue Parkways	\$ 242.25	\$ 2,907.01
	(North side of street; Bear to west of Klondike Drive)		
	6,015 Sq. Ft. Planters		
M-51	Airport Loop Slope	\$ 2,717.93	\$ 32,615.19
	1.54 Acres Planters		
M-52	Pullman Street Slope	\$ 2,717.93	\$ 32,615.19
	1.54 Acres Planters		
	TOTAL DETAILED PRICING SHEET #1		
	PARKWAYS AND MEDIAN SERVICE AREAS	\$ 59,085.48	\$ 709,025.82

DETAILED PRICING SHEET #2			
FIRE STATION SERVICE AREAS			
Site #	Site Name	Monthly Pirce	Annual Price
FS-1	Royal Palm Drive Fire Station		
	2803 Royal Palm Drive	\$ 321.11	\$ 3,853.28
	6,729 Sq. Ft. Turf		
	3,069 sq. Ft. Planters		
FS-2	Baker Street Fire Station		
	800 Baker Street	\$ 81.90	\$ 982.79
	1,982 Sq. Ft. Turf		
	517 Sq. Ft. Planters		
FS-3	Park Avenue Fire Station		
	1865 Park Avenue	\$ 387.37	\$ 4,648.48
	8,805 Sq. Ft. Turf		
	3,016 Sq. Ft. Planters		
FS-4	Placentia Avenue Fire Station		
	2300 Placentia Avenue	\$ 454.95	\$ 5,459.40
	13,468 Sq. Ft. Turf		
	414 Sq. Ft. Planters		
FS-5	Vanguard Way Fire Station		
	2450 Vanguard Way	\$ 142.10	\$ 1,705.23
	3,804 Sq. Ft. Turf		
	532 Sq. Ft. Planters		
FS-6	Skioka Drive Fire Station		
	3350 Sakioka Drive	\$ 403.04	\$ 4,836.46
	5,796 Sq. Ft. Turf		
	6,502 Sq. Ft. Planters		
TOTAL DETAILED PRICING SHEET #2			
FIRE STATION SERVICE AREAS		\$ 1,790.47	\$ 21,485.63

DETAILED PRICING SHEET #3			
MISCELLANEOUS SERVICE AREAS			
Site #	Site Name	Monthly Pirce	Annual Price
MISC-1	Joann Bike Trail		
	Specific Work Specifications	\$ 4,674.90	\$ 56,098.86
	3.63 Acres Planters		
MISC-2	Broadway Streetscape		
	Specific Work Specifications	\$ 1,536.04	\$ 18,432.48
	1.45 Acres Planters		
MISC-3	Adams Avenue		
	(Mesa Verde Drive East to Bridge Deck at Santa Ana River)	\$ 400.71	\$ 4,808.47
	Sidewalk/ROW Cleaning (both sides)		
MISC-4	Fairview Road		
	(Wilson Street to 405 Freeway Overpass)	\$ 173.64	\$ 2,083.67
	Sidewalk Cleaning (both sides)		
MISC-5	AT&T Cabinets		
	Specific Work Specifications	\$ 133.57	\$ 1,602.82
	56 Locations		
MISC-6	Cadillac Bike Trail		
	Limited Landscape Maintenance	\$ 293.85	\$ 3,526.21
	0.32 Acres		
MISC-7	Elden Avenue/Tulip Lane		
	Limited Landscape Maintenance	\$ 280.49	\$ 3,365.93
	0.21 Acres		
MISC-8	Monaco Road		
	Limited Landscape Maintenance		
	0.11 Acres	\$ 146.93	\$ 1,763.11
MISC-9	Rue De Cannes		
	Limited Landscape Maintenance	\$ 280.49	\$ 3,365.93
	0.21 Acres		
MISC-10	Aviemore Terrace		
	Limited Landscape Maintenance	\$ 306.63	\$ 3,679.58
	10,000 Sq. Ft. Drain		
MISC-11	Arlington Avenue		
	Limited Landscape Maintenance	\$ 1,469.26	\$ 17,631.07
	1.10 Acres parkway easement		
MISC-12	Canyon/Sea Bluff		
	Limited Landscape Maintenance		
	1,000 Sq. Ft. Parkway	\$ 30.66	\$ 367.96
MISC-13	Cinnamon/Caraway		
	Limited Landscape Maintenance		
	2,000 Sq. Ft. Parkway	\$ 61.33	\$ 735.92
MISC-14	Bristol Street		
	(Between Red Hill Avenue and 73 Freeway)		

	Limited Landscape Maintenance	\$ 1,349.04	\$ 16,188.53
	1.01 Acres ROW Cleaning		
MISC-15	Mesa Drive		
	(Between Newport Boulevard and Santa Ana Avenue)		
	Limited Landscape Maintenance	\$ 1,086.09	\$ 13,033.07
	35,420 Sq. Ft.		
MISC-16	Paularino Avenue		
	(Between Luddington and Manistee)		
	Limited Landscape Maintenance	\$ 27.60	\$ 331.16
	900 Sq. Ft.		
MISC-17	Presidio Square		
	Limited Landscape Maintenance	\$ 1,335.69	\$ 16,028.25
	1.00 Acres Planter		
MISC-18	Pullman Street		
	Limited Landscape Maintenance	\$ 667.84	\$ 8,014.12
	0.50 Acres Dirt Parkway		
MISC-19	Traffic Diverters		
	Limited Landscape Maintenance		
	750 Sq. Ft. Continental/Oak	\$ 68.99	\$ 827.91
	750 Sq. Ft. Federal/Oak		
	750 Sq. Ft. Monrovia/20th		
	TOTAL DETAILED PRICING SHEET #3		
	MISCELLANEOUS SERVICE AREAS	\$ 14,323.75	\$ 171,885.05

DETAILED PRICING SHEET #4			
PARKS AND FACILITIES			
Site #	Site Name	Monthly Pirce	Annual Price
P-1	Brentwood Park		
	265 Monte Vista Avenue	\$ 1,242.60	\$ 14,911.14
	1.96 Acres Turf		
	1,460 Sq. Ft. Planters		
P-2	Canyon Park		
	970 Arbor Street	\$ 2,811.16	\$ 33,733.98
	4.51 Acres Turf		
P-3	Civic Center		
	77 Fair Drive	\$ 1,950.99	\$ 23,411.83
	3.13 Acres Turf		
P-4	Civic Center Park		
	111 Fair Drive	\$ 1,932.29	\$ 23,187.44
	3.10 Acres Turf		
P-5	Community Garden		
	523 Hamilton Stret		
	3,100 Sq. Ft. Turf	\$ 71.55	\$ 858.56
	1,900 Sq. Ft. Planters		
P-6	Corporation Yard		
	2310 Placentia Avenue		
	0.24 Acres Turf	\$ 361.52	\$ 4,338.29
	0.34 Acres Planters		
P-7	Costa Mesa Senior Center		
	695 W. 19th Street		
	0.35 Acres Turf	\$ 498.65	\$ 5,983.85
	0.45 Acres Planters		
P-8	Del Mesa Park		
	3120 Manistee Drive	\$ 1,260.95	\$ 15,131.35
	2.00 Acres Turf		
	1,000 Linear Feet of Drainage Swale		
P-9	Estancia Park		
	1900 Adams Avenue		
	5.95 Acres Turf, including Slope	\$ 4,363.23	\$ 52,358.73
	1.05 Acres planter Slopes, including Parking Lot Planters and Slope		
P-10	Fairview Park		
	2501 Placentia Avenue	\$ 7,363.37	\$ 88,360.48
	11.34 Acres Turf		
	20,612 Sq. Ft. Planters, including Irrigation Enclosure		
P-11	Gisler Park		
	1250 Gisler Avenue		
	3.37 Acres Turf	\$ 3,086.03	\$ 37,032.31

	1.03 Acres Planters		
	24,000 Sq. Ft. Slope		
P-12	Harper Park		
	425 E.18th Street	\$ 163.49	\$ 1,961.92
	0.26 Acres Turf		
	100 Sq. Ft. Planter		
P-13	Heller Park		
	257 E. 16th Street	\$ 1,514.66	\$ 18,175.96
	1.94 Acres Turf		
	0.49 Acres Planters		
P-14	Jordan Park		
	2141 Tustin Avenue	\$ 1,040.94	\$ 12,491.30
	1.46 Acres Turf		
	0.21 Acres Planters		
P-15	Ketchum-Libolt Park		
	2150 Maple Street	\$ 81.56	\$ 978.76
	2,800 Sq. Ft. Turf		
	2,900 Sq. Ft. Planters		
P-16	Lindbergh Park		
	220 23rd Street	\$ 3,217.24	\$ 38,606.92
	5.15 Acres Turf		
	500 Sq. Ft. Ivy Trimming on wall and backflow enclosure		
P-17	Lions Park		
	570 W. 18th Street		
	Location includes Downtown Recreation Center, Donald Dungan Library, Historical Society and neighborhood Community Center		
	5.50 Acres Turf	\$ 4,319.59	\$ 51,835.14
	1.43 Acres Planters		
P-18	Marina View Park		
	1035 W. 19th Street	\$ 1,838.79	\$ 22,065.46
	1.42 Acres Turf		
	1.53 Acres Slope		
P-19	Mesa Verde Park		
	1795 Samar Drive	\$ 1,227.94	\$ 14,735.24
	1.97 Acres Turf		
P-20	Mesa Verde Library		
	2969 Mesa Verde Drive East		
	0.22 Acres Turf	\$ 891.34	\$ 10,696.14
	1.21 Acres Planters		
P-21	Suburbia Park/Moon Park		
	3377 California Street	\$ 695.62	\$ 8,347.42
	1.06 Acres Turf		
	2,439 Sq. Ft. Planters		
P-22	Paularino Park		

	1040 Paularino Avenue		
	1.95 Acres Turf	\$ 1,564.53	\$ 18,774.34
	0.56 Acres Planters		
P-23	Pinkley Park		
	360 Ogle Street	\$ 1,514.66	\$ 18,175.96
	2.43 Acres Turf		
P-24	Raleigh Park		
	2150 Maple Street	\$ 29.91	\$ 358.88
	1,010 Sq. Ft. Turf		
	1,080 Sq. Ft. Planters		
P-25	Shiffer Park		
	3143 Bear Street		
	4.77 Acres Turf	\$ 3,253.72	\$ 39,044.65
	0.45 Acres Planters		
P-26	Smallwood Park		
	1646 Corsica Place	\$ 1,565.45	\$ 18,785.40
	2.50 Acres Turf		
	500 Sq. Ft. Planters		
P-27	Surburbia II Park		
	3302 Alabama Circle	\$ 1,333.90	\$ 16,006.81
	0.69 Acres Turf		
	1.45 Acres Planters		
P-28	Tanager Park		
	1780 Hummingbird Drive	\$ 5,584.93	\$ 67,019.17
	7.51 Acres Turf		
	1.45 Acres Platners		
P-29	Tewinkle Park		
	970 Arlington Drive	\$ 15,190.26	\$ 182,283.17
	22.39 Acres Turf		
	1.43 Acres Platners		
	0.55 Acres Slope		
P-30	Vista Park		
	1200 Victoria Street		
	6.46 Acres Turf	\$ 4,654.78	\$ 55,857.34
	6,000 Sq. Ft. Planters		
	0.87 Acres Slope		
P-31	Wakeham Park		
	3400 Smalley Road	\$ 5,566.23	\$ 66,794.78
	8.24 Acres Turf		
	0.69 Acres Planters		
P-32	Westside Sub-Station at Parking Lot		
	567 W. 18th Street		
	2,170 Sq. Ft. Turf	\$ 46.16	\$ 553.95
	1,056 Sq. Ft. Planters		
P-33	Wilson Park		
	360 W. Wilson Street	\$ 2,119.28	\$ 25,431.38
	1.97 Acres Turf		

	1.43 Acres of Drainage Swale		
P-34	Wimbledon Park		
	3440 Wimbledon Way	\$ 1,794.72	\$ 21,536.59
	2.75 Acres Turf		
	5,632 Sq. Ft. Planters		
	TOTAL DETAILED PRICING SHEET #4		
	MISCELLANEOUS SERVICE AREAS	\$ 84,152.05	\$ 1,009,824.65

DETAILED PRICING SHEET #5			
SPORTS FIELDS SERVICE AREAS			
Site #	Site Name	Monthly Pirce	Annual Price
SP-1	Balearic Center Fields		
	1975 Balearic Drive	\$ 4,111.10	\$ 49,333.22
	8.00 Acres Turf		
	200 Sq. Ft. Backflow Enclosure		
SP-2	Luke Davis Field at Lions Park		
	570 W. 18th Street	\$ 1,540.78	\$ 18,489.35
	3.00 Acres Turf		
SP-3	Fairview Developmental Center Fields		
	2501 Harbor Boulevard	\$ 2,824.76	\$ 33,897.13
	5.50 Acres Turf		
SP-4	Jack Hammett Sports Complex		
	2750 Fairview Road		
	14.70 Acres Turf	\$ 8,083.95	\$ 97,007.43
	1.04 Acres Planters		
SP-5	Tewinkle Athletic Complex		
	970 Arlington Drive		
	5.80 Acres Turf	\$ 3,134.57	\$ 37,614.81
	8,208 Sq. Ft. Planters		
	5,000 Linear Feet of DG Edging		
	TOTAL DETAILED PRICING SHEET #5		
	MISCELLANEOUS SERVICE AREAS	\$ 19,695.16	\$ 236,341.94

DETAILED PRICING SHEET		
EXTRA WORK		
GENERAL LANDSCAPE MAINTENANCE	Sq. Ft. Per Month	Acre Per Month
Turf	\$.02	\$ 850
Landscape	\$.015	\$ 400
EXTRA WORK LABOR HOURLY RATES		
	Regular Time	Overtime
Foreman	\$ 32.50	\$ 48.75
Laborer	\$ 28.50	\$ 42.75
Specialty Personnel:		
Irrigation Tech	\$ 45	\$ 67.5
Irrigation Laborer	\$ 30	\$ 45
Pesticide Applicator	\$ 38.50	\$ 57.75
Certified Playground Inspector	\$ 40	\$ 60
TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Mowing	\$.05	Per Sq. Ft.
Mowing	\$ 200	Per Acre
Edge	\$ 7.00	Per 1,000 Linear Feet
Fertilization:		
Placement Only	\$ 20	Per Acre
Labor Only	\$	Per Acre
Both	\$	Per Acre
Hollow Core Aerification (with removal of cores)	\$ 250	Per Acre
Solid Core Aerification	\$	Per Acre
Topdressing (80% sand/20% amendments)	\$	Per Acre
De-Thatching (including removal)	\$ 750	Per Acre
Weed Control - Chemical (excluding material)	\$ 85	Per 1,000 Sq. Ft.
Pest Control - Chemical (excluding material)	\$ 85	Per 1,000 Sq. Ft.
LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Edge & Trim	\$ 7.50	Per 1,000 Sq. Ft.
Weed Removal & Clean Up	\$ 17.50	Per 1,000 Sq. Ft.
Fertilization:		
Placement Only	\$ 185	Per Acre
Labor Only	\$ 150	Per Acre
Both	\$ 320	Per Acre

Pest Control - Chemical (including material)	\$ 05	Hour
Pruning/Shearing Shrubs	\$ 50	Per 1,000 Sq. Ft.
Vertical Mulch Trees	\$ 20	Each
Vegetation Removal:		
Blank	\$.20	Per Sq. Ft.
Blank	\$	Per Acre
Clean Hardscape/Sidewalks	\$.005	Per Sq. Ft.
SPORTS TURF MAINTENANCE (PER SPECS)		
Mowing - hybrid bermuda grass	\$ 200	Per Sq. Ft.
Mowing - hybrid bermuda grass	\$ 200	Per Acre
Mowing - other	\$.075	Per Sq. Ft.
Mowing - other	\$ 18	Per Acre
Edge & Trim	\$	Per Linear Feet
Fertilization:		
Placement Only	\$	Per Acre
Labor Only	\$	Per Acre
Both	\$	Per Acre
Pest Control - Chemical (including material)	\$ 400	Per Sq. Ft.
Hollow Core Aerification (with removal of cores)	\$ 250	Per Acre
Solid Core Aerification	\$	Per Acre
Topdressing (80% sand/20% amendments)	\$	Per Acre
De-Thatching (including removal)	\$ 750	Per Acre
Weed Control (with chemical and boom)	\$ 450	Per Acre
PLANT MATERIAL (INSTALLED)		
Annual Color (4" container)	\$ 2.25	Each
Ground Cover	\$ 30	Flat
One (1) Gallon	\$ 12	Each
Two (2) Gallon	\$ 21.50	Each
Five (5) Gallon	\$ 32.50	Each
Fifteen (15) Gallon	\$ 90	Each
24" Box Size Tree w/Triple Stakes	\$ 350	Each
36" Box Size Tree w/Triple Stakes	\$ 800.00	Each
48" Box Size Tree w/Triple Stakes	\$ 1500.00	Each
Seeded and Topdressed Turf Repair	\$.35	Per Sq. Ft.
Seeded and Topdressed Turf Repair	\$ 3500	Per Acre
Sodded Turf (remove, soil prep and replace)	\$ 2.75	Per Sq. Ft.
Sodded Turf (remove, soil prep and replace)	\$ 5000	Per Acre
Hydroseed (including binder, fertilizer; seed excluded)	\$.25	Per Sq. Ft.
Hydroseed (including binder, fertilizer; seed excluded)	\$ 3000	Per Acre

IRRIGATION UNIT COSTS

The cost basis for all extra work shall be with material and labor supplied. This is for work performed by personnel other than the regular irrigation-tracking technician unless all tracking duties are complete.

	<u>Unit Cost</u>
1. Remote control valve R & R Rainbird PEB Series	
1/4"	\$ 215.00
1"	\$ 265.00
1-1/4"	\$ 315.00
1-1/2"	\$ 360.00
2"	\$ 430.00
2-1/2"	\$ 470.00
3"	\$ 550.00
2. Repair PVC mainlines each (Cl. 315 or Sch. 40 < 2" OD) Assume main is not under hardscape and is +/- 24" deep, incl. Labor and fittings. Unusual repairs can be negotiated.	
1 1/2"	\$ 275.00
2"	\$ 315.00
2 1/2"	\$ 330.00
3"	\$ 395.00
4"	\$ 650.00
3. Reposition or replace boxes/vaults (as a result of external construction or vehicle damage)	
Raise valve boxes, fill soil to grade	\$ 98.00
Replace valve box, standard square 11" X 17"	\$ 38.00
Replace valve box, 9" round	\$ 39.00
4. Replace/repair sprinklers and required PVC/Marlex parts	
Rain Bird 1806 PRS SAM	\$ 18.50
Rain Bird 1812 PRS SAM	\$ 21.50
Rain Bird 1800 series Plastic Nozzle	\$ 6.50
Rain Bird 1800 series "Rotator" spray nozzle	\$ 4.75
Rain Bird 1800 series wiper seal/cap	\$ 3.50
Hunter PGP - Fixed Shrub Rotor	\$ 34.50
Hunter PGP - Pop-up Turf Rotor	\$ 38.00
Hunter PGP - Pop-up 12" Rotor	\$ 40.50
Hunter I-40 - Turf Rotor	\$ 65.00
Hunter PGM - Fixed Shrub Rotor	\$ 68.00
Hunter PGM - Pop-up Turf Rotor	\$ 68.50
Rebar stake for riser w/ 2 stainless clamps	\$ 12.50

DISCLOSURE OF GOVERNMENT POSITIONS

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

None



RFP 16-39 (11/10)

LICENSE INFORMATION

Individual/Firm Name: Marina Landscape Maintenance, Inc.

State Contractor C-27 License # 996148- A, B, C27, C36, C61/D49

County of Orange Business License for Pest Control # 4012

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

Name of Individual and License Number: Timothy J Isto

Expiration date: 12/31/16

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

Name of Individual and License Number: Robert B. Cowan QAL 104816

Expiration date: 12/31/2016

Signing this 7th day of July, ~~2014~~ ²⁰¹⁶

By: _____

Robert B. Cowan - President

Print Name and Title

Address: 3707 W. Garden Grove Blvd

Orange, CA 92868

Telephone: (714) 939-6600

PROPOSER TO INCLUDE WITH THE PROPOSAL COPIES OF LICENSES LISTED BELOW:

- CALIFORNIA C-27 LICENSE
- CA DPR PEST CONTROL ADVISOR'S LICENSE
- CA DPR QUALIFIED APPLICATOR'S LICENSE

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Marina Landscape Maintenance, Inc.
Company Legal Status (corporation, partnership, sole proprietor etc.): Corporate
Active licenses issued by the California State Contractor's License Board: 996148- A, B, C27, C36, C61/D49
Business Address: (corporate) 3707 W Garden Grove Blvd., Orange, CA 92868
Website Address: www.marinaco.com
Telephone Number: (714)939-6600 Facsimile Number: (714)935-1199
Email Address: narredondo@marinaco.com
Length of time the firm has been in business: 45 Length of time at current location: 2yr
Is your firm a sole proprietorship doing business under a different name: Yes No
If yes, please indicate sole proprietor's name and the name you are doing business under: n.a.
Is your firm incorporated: Yes No If yes, State of Incorporation: California
Federal Taxpayer ID Number: 46-5758895
Regular business hours: M-F 8am-5pm
Regular holidays and hours when business is closed: Jan 1, May 30, July 4, Sept 5, Nov 24, Dec 25

Contact person in reference to this solicitation: Nancy Arredondo
Telephone Number: (714)620-7921 Facsimile Number: (714)935-1199
Email Address: narredondo@marinaco.com
Contact person for accounts payable: Aileen Gutierrez
Telephone Number: (714)939-6600 Facsimile Number: (714)935-1199
Email Address: agutierrez@marinaco.com
Name of Project Manager: Darin Sherlock
Telephone Number: (714)939-6600 Facsimile Number: (714)935-1199
Email Address: dsherlock@marinaco.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Lake Forest Telephone Number: (949)283-1737

Contact Name: Oscar Garcia Contract Amount: \$1,400,000 Annually

Email: ogarcia@ci.lake-forest.ca.us

Address: 25550 Commercentre Dr Lake Forest, CA

Brief Contract Description: Sports Fields Full Service Landscape Maintenance

Company Name: City of Fountain Valley Telephone Number: (714)459-4623

Contact Name: Marco Garcia Contract Amount: \$312,900 Annually

Address: 10200 Slater Ave., Fountain Valley, CA

Email: marco.garcia@fountainvalley.org

Brief Contract Description: Sport Fields Full Service Landscape Maintenance

Company Name: Anaheim Resort District Telephone Number: (714)936-4971

Contact Name: Dan Oregel Contract Amount: \$1,617,269 Annually

Email: doregol@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA 92805

Brief Contract Description: Resort District Full Service Landscape Maintenance
City of San Juan

Company Name: Capistrano Telephone Number: (949)443-6323

Contact Name: Mark Buberl Contract Amount: \$600,210 Annually

Address: 32400 Paseo Adelanto, San Juan Capistrano, CA

Email: mbuberl@sanjuancapistrano.org

Brief Contract Description: City-Wide Landscape Maintenance

Company Name: City of Anaheim Telephone Number: (714)765-4461

Contact Name: Alan Hudak Contract Amount: \$970,000 Annually

Email: ahudak@anaheim.net

Address: 200 S. Anaheim Blvd. Anaheim, CA

Brief Contract Description: West Area Parks Full Service Landscape Maintenance

RFP 16-39 (0002)

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 16-39 PARK AND LANDSCAPE MAINTENANCE SERVICES** at any time after **June 10, 2016**.



Signature

Date: 7/08/2016

Robert B. Cowan
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 10, 2016** with a City Councilmember concerning **RFP No. 16-39 PARK AND LANDSCAPE MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

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 sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such 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 sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or sub-grantee has made a false certification under Paragraph 1 above.

RFP 16-39.C00921

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

RFP 16-39-C00021

Drug-Free Workplace Acknowledgement

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



Robert B. Cowan

Authorized Signature

7/08/2016

Date

ADDENDUM Received

H:d 16-39-Addendum#1-135921



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL**

FOR

PARKS AND LANDSCAPE MAINTENANCE SERVICES

RFP No. 16-39



PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on June 14, 2016

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

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this addendum should be addressed to Stephanie Urueta, email stephanie.urueta@costamesaca.gov

ADDENDUM Received

Ref: 16-39-Addendum1-2016952

2. Schedule of Events: This Request For Proposal will be governed by the following schedule:

Release of RFP	June 10, 2016
Mandatory Pre-Proposal Conference	<u>June 29, 2016 at 10:00 a.m.</u>
Deadline for Written Questions	July 6, 2016 at 11:00 a.m.
Responses to Questions Posted on Web	July 8, 2016
Proposals are Due	July 13, 2016 at 2:00 p.m.
Interviews (if held)	August 3-4, 2016
Approval of Contract	September 6, 2016
Start of Work	July 1, 2017

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

Pre-Proposal Meeting: A **MANDATORY** pre-proposal meeting will be held on **Wednesday, June 29, 2016 at 10:00 a.m.** in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-proposal meeting is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.



 Signature Date 7/08/16

Robert B. Cowan - President

 Typed Name and Title

Marina Landscape Maintenance, Inc.

 Company Name

3707 W Garden Grove Blvd

 Address
Orange CA 92868

 City State Zip

ADDENDUM Received

RFP 16-39-Addendum-2-C00921



**ADDENDUM NO. 2
REQUEST FOR PROPOSAL**

FOR

PARKS AND LANDSCAPE MAINTENANCE SERVICES

RFP No. 16-39



PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on June 29, 2016

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this addendum should be addressed to Stephanie Urueta, email stephanie.urueta@costamesaca.gov

RFP 16-39-Addendum2-C(07/12)

I. GENERAL INFORMATION

2. **Schedule of Events:** This Request For Proposal will be governed by the following schedule:

Release of RFP	June 10, 2016
Mandatory Pre-Proposal Conference	June 29, 2016 at 10:00 a.m.
Deadline for Written Questions	July 6, 2016 at 11:00 a.m.
Response to Questions Posted on Web	July 8, 2016
Proposals are Due	<u>July 13, 2016 at 2:00 p.m.</u>
Interviews (if held)	August 3-4, 2016
Approval of Contract	September 6, 2016
Start of Work	July 1, 2017

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

Pre-Proposal Meeting: A **MANDATORY pre-proposal meeting** will be held on Wednesday, June 29, 2016 at 10:00 a.m. in Conference Room 1A at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A pre-proposal meeting is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

ATTACHMENT A – SCOPE OF WORK

Section 2 General Specifications – Landscape and Turf Maintenance Specifications

5. **Emergency Calls - (add)** Contractor shall be compensated for emergency response at a minimum of two (2) hours at a rate to be provided in the Detailed Pricing Sheet – extra work for each after-hours response, and for actual time if the emergency response requires more than the initial two hours.

Section 3 Special Provisions

5. **Weed and Pest Control in Landscape Areas**
 F. **Turf Maintenance:**

Mowing: (add) The Contractor shall be responsible for removal of all litter and debris prior to mowing any and all turf areas.

Machine Type: (add) The Contractor shall use mulching mowers, except for Jack Hammett Sportsfields and T.W. Athletic Complex Sportsfields, Civic Center, medians and fire stations.

Section 4 Special Provisions - Parks, Sportsfields, Lakes and Recreational Facility Maintenance

RFP 16-39-Addendum#2-C00925

Jack Hammett Sports Complex – Special Provisions

Annual Turf Renovation - (add) Contractor to repair or replace all irrigation components when needed as Extra Work.

Tewinkle Athletic Complex – Special Provisions

Annual Turf Renovation

The Contractor shall be responsible for the following tasks:

Deep Tine Aerate - (delete) approximately five (5) acres of playing surface two (2) times per year using equipment and methodology approved by the City's Representative.

Deep Tine Aerate - (add) approximately five (5) acres of playing surface one (1) times per year using equipment and methodology approved by the City's Representative.

(add) Contractor to repair or replace all irrigation components when needed as Extra Work.

Davis Field, Fairview Development Center Fields and Balsarie Soccer Fields – Special Provisions

Annual Turf Renovation - (add) Contractor to repair or replace all irrigation components when needed as extra work.

Fairview Park Turf – Special Provisions

(add) Contractor to repair or replace all irrigation components when needed as extra work.

EXHIBIT B - FERTILIZATION, BROADLEAF CONTROL, PRE-EMERGENT AND SPECIALTY WORK SCHEDULES

Proposer is to Provide all Pesticides, Herbicides and Fertilizer Required for this schedule

Fertilization Schedule

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
(delete) 2x/yr	March/June 1	21-7-14	5 lbs./1000 sq. ft.
(add) 1x/yr	March 1	21-7-14	5 lbs./1000 sq. ft.

RFP 16-39-Addendum#2-C00021

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
(delete) 2x/yr	Sept. 1/Nov. 1	20-2-3	5 lbs./1000 sq. ft.
(add) 1x/yr	Sept. 1	20-2-3	5 lb./1000 sq. ft.

Aerification

<u>Frequency</u>	<u>Months</u>
2x/yr hollow-core all sites:	March/September
(add) Contractor is responsible for the removal or mowing of the cores.	

Broadleaf Application Schedule

<u>Frequency</u>	<u>Months</u>
(delete) 2x/yr	March and July and as needed throughout the year
(add) 1x/yr	March on an as needed basis throughout the year

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.



 Signature Date
 Robert B. Cowan

 Typed Name and Title

Marina Landscape Maintenance, Inc.

 Company Name
 3707 W. Garden Grove Blvd.

 Address
 Orange CA 92868

 City State Zip

Mandatory Pre-Proposal Meeting Attendance

RFP No. 16-39 Parks and Landscape Maintenance Services

Mandatory Pre-Proposal Meeting
 Wednesday, June 29, 2016 @ 10:30 a.m.

Names	Firm/Company	Phone Number	Email Address
1. Steve Louwreer	MCE Corp.	925-766-0756	slouwreer@mce-corp.com
2. David Karamanis	MCE Corp	909-973-7162	dkaramanis@mce-corp.com
3. Darin Sherlock	MARINA LANDSCAPE	949-614-9144	dsherlock@marinacorp.com
4. Mike Williams	MORPAC	626-347-0288	williams@morpac.com
5. Stacy Knierr Pittin	LANDSCAPE WEST	909-627-7507	stacy@landscapewest.com
6. Victor Granby	LANDSCAPE WEST	(714) 697-9569	vgranby@landscapewest.com
7. Nelson Goddard	McDougal's Landscapers	(916) 781-8792	ngoddard@mcDougal.com
8. Juno Sanchez	Complete Landscape.	562-255-5841	jsanchez@complete.com
9. Robin Miller	Turfstar, Inc	760-560-6101	Robin.Miller@Turfstar.com
10. Martina Herrera	Merchants Landscape	(714) 720-1330	Martina@merchantslandscape.com
11. George Cortez	City of Costa Mesa	714) 327-7494	george.cortez@costamesa.ca.gov
12. Bruce Hargett	" "	714) 794-5123	bruce.hargett@costamesa.gov
13. Jim O'Neil	" "	714-327-7490	Jim.O'Neil@Costamesa.ca.gov
14. Robert Ryan	" "	714-327-7499	ROBERT.RYAN@COSTAMESA.CA.GOV
Gregorio Juarez	Merchants Land.	909-349-9865	gregman@merchantslandscape.com
Stephanie Urzeta	City of Costa Mesa	(715) 7545205	stephanie.urzeta@costamesa.gov

Equipment

Our crew will have a fully stocked Ford F-250 truck, complete with shovels, brooms, pitch forks, rakes, pruners, wheelbarrow, hoes, chainsaws, leaf blowers, burlaps, etc. to manicure each site thoroughly. One or two of the trucks will also be equipped with a trailer that will hold our laser mower and 36" mower for the job site with turf. Our crew possess the most current and up-to-date tools available, as to the best service this project. Our shears, trimmers, mowers, and blades are constantly sharpened for the best cutting edge possible, as to not damage the plant materials. Marina has larger equipment available in house such as boom truck, bobcats, etc. for such times when the need arises.

In the following attachment is an inventory list of the equipment we currently have available. However, note that if Marina is awarded new equipment will be purchased to use on this project.

Equipment

EQUIPMENT LIST			
QTY	Brand	Model	
LAWN MOWERS			
12	Toro	Proline	
6	ExMark	Metro	
1	ExMark	Turf Tracker	
5	ExMark	Tri	
3	Walker	MITGHS	
2	ExMark	Lazer XS	
4	ExMark	Lazer HP	
2	ExMark	TT4817KAE	
1	ExMark	Turf Tracer	
BLOWERS			
10	Shindaiwa	EB-8510	
4	Echo	FB-411	
3	Stihl	BR-600	
EDGERS			
4	Stihl	FC110	
1	Shindaiwa	LE261	
1	Power Trim	P-14	
HEDGE TRIMMERS			
15	Shindaiwa	HT-231	
5	Stihl	HS-86T	
WEED EATERS			
7	Stihl	FS-250	
2	Stihl	FS-100	
11	Shindaiwa	T-261	
6	Shindaiwa	B450	
2	Shindaiwa	T-272X	
VEHICLES			
ID	Make/Model	Purchase Yr	Operating Hours
3750	FORD		
3727	FORD		
3751	FORD		
3701	FORD		
3707	FORD		
3712	FORD		
3711	FORD		
3732	FORD		
3709	FORD		

SUPPORT DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2016

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

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

PRODUCER Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612 www.edgewoodins.com	CONTACT NAME: Roxanne Camping PHONE (A/C, No, Ext): 949-417-9175 E-MAIL ADDRESS: rcamping@edgewoodins.com	FAX (A/C, No): 949-809-2375
	INSURER(S) AFFORDING COVERAGE	
INSURED Marina Landscape, Inc 3707 W. Garden Grove Boulevard Orange CA 92868	INSURER A: Navigators Specialty Insurance Company NAIC # 36056	
	INSURER B: Starr Indemnity & Liability Company 38318	
	INSURER C: AGCS Marine Insurance Company 22837	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 29242090 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Deductible: \$10,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		LA15CGL185896IC	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		SISIPCA08270515	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$2,000 Ded Comp & Coll
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ NIL		SE15EXCB208751C	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	1000001227D	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Equipment Leased/Rented Equipment Installation Floater		MXI93061089	8/1/2015	8/1/2016	Blanket Limit: \$3,067,565 Included Any One Site: \$150,000 Deductible: \$1,000

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

CERTIFICATE HOLDER Evidence of Coverage 3707 Garden Grove Boulevard Orange CA 92868	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angela C. Rabbitt
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SUPPORT DOCUMENTS



Any change of business address must be reported to the Registrar within 90 days.
This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

SUPPORT DOCUMENTS

State of California
Secretary of State
CERTIFICATE OF STATUS

ENTITY NAME:

MARINA LANDSCAPE MAINTENANCE, INC.

FILE NUMBER: C3677537
FORMATION DATE: 05/20/2014
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 23, 2015.

A handwritten signature in black ink that reads "Alex Padilla".

ALEX PADILLA
Secretary of State

SUPPORT DOCUMENTS

Legal Name MARINA LANDSCAPE MAINTENANCE, INC.	Registration Number 1000012188	County ORANGE	City ORANGE	Registration Date 05/25/2016	Expiration Date 06/30/2017
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landscape construction
landscape maintenance
landscape architecture
erosion control
landscape architecture

Marina Landscape Maintenance, Inc.

Resolution to Sign Contracts, Bid Documents and Bid Bonds

Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirable to have two (2) Assistant Secretaries available to sign Documents, be it:

Resolved, that the CFO, Vice President, and Assistant Secretary of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and in behalf of this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape Maintenance, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on January 20, 2015, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 20th day of January, 2015.

Robert B. Cowan, Secretary
Marina Landscape Maintenance, Inc.

MARINA LANDSCAPE MAINTENANCE, INC.

1930 S. Lewis Street • Anaheim, CA 92805 p 714.939.6800 | 714.935.1198 w marinaco.com • License #996148, A, B, C27, C36, D4B

Estimating Direct Line: 714.704.0484

SUPPORT DOCUMENTS

DEPARTMENT OF PESTICIDE REGULATION
 LICENSING AND REGISTRATION PROGRAM

dpr 

OHAS FIELD APPLICATOR LICENSE

DATE OF ISSUE: 01/01/2016 VALID THROUGH: 12/31/2016

QAL 104818
 ROBERT B COWAN
 1900 S LEWIS ST
 ANAHEIM CA 92805

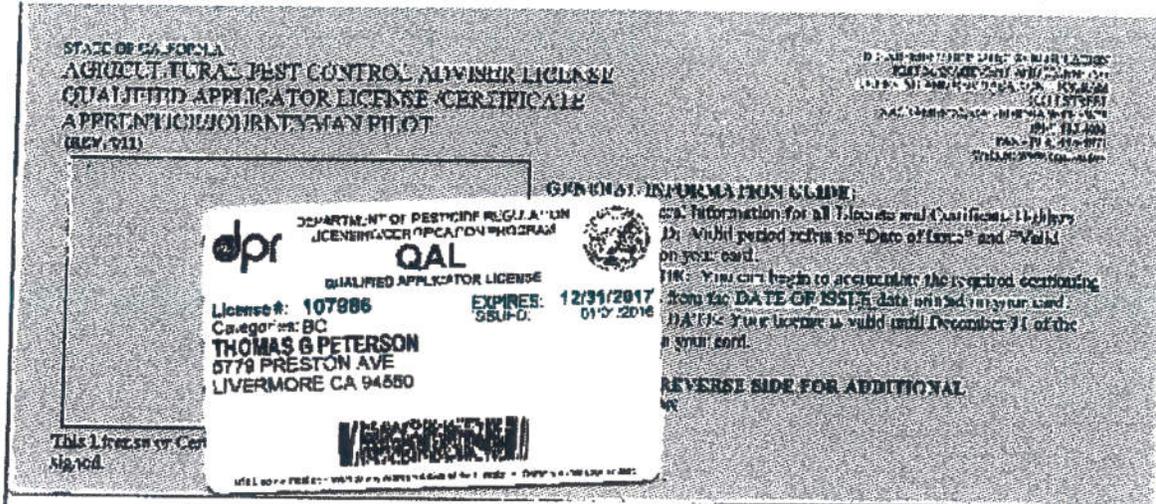


EXEMPTION
 This person is qualified to handle or supervise the application of restricted use pesticides as provided by the University of California Statewide Pesticide Applicator License in the agricultural and non-agricultural use and is licensed. This license category is restricted to the use of restricted use pesticides in the following categories: 1. Agricultural Use, 2. Non-Agricultural Use, 3. Ornamental Use, 4. Structural Use, 5. Public Health Use, 6. Other Use. The licensee must comply with all applicable laws, regulations, and standards of the Department of Pesticide Regulation. The licensee must also comply with the requirements of the University of California Statewide Pesticide Applicator License. The licensee must also comply with the requirements of the University of California Statewide Pesticide Applicator License. The licensee must also comply with the requirements of the University of California Statewide Pesticide Applicator License.

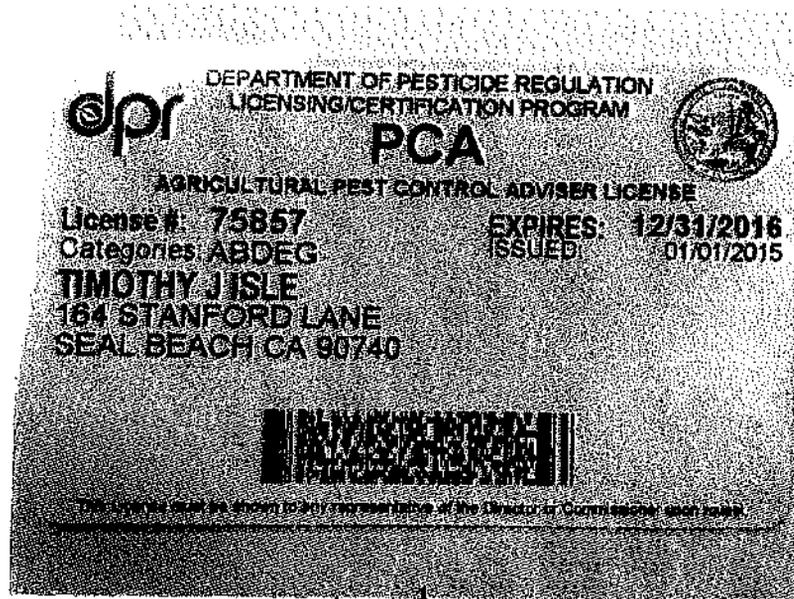
Use of License

A. Handing out, including, and not related	L. Agricultural
B. Agricultural Use	M. Non-Agricultural Use
C. Non-Agricultural Use	N. Ornamental Use
D. Structural Use	O. Public Health Use
E. Public Health Use	P. Other Use
F. Other Use	
G. Handing out, including, and not related	
H. Agricultural Use	
I. Non-Agricultural Use	
J. Ornamental Use	
K. Public Health Use	
L. Other Use	

SUPPORT DOCUMENTS



SUPPORT DOCUMENTS





1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$10 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4018 or at <license@mail.cdpr.ca.gov>. Or you may write to:

Department of Pesticide Regulation
 Pest Management and Licensing Branch
 Licensing and Certification Program
 P.O. Box 4015
 Sacramento, California 95812-4015