

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
PYXIS WATER SYSTEMS, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of October, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PYXIS WATER SYSTEMS, INC., a California 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 Contractor's response to City's Request for Bid ("Contractor's Proposal"), attached hereto as Exhibit "A" and 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 A. Contractor's annual compensation shall not exceed Thirty Thousand Dollars (\$30,000.00).

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 Exhibit A. 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 one (1) year, ending on October 20, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of 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 "B" 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 Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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, and (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:

Pyxis Water Systems, Inc.  
9121 Atlanta Ave. #882  
Huntington Beach, CA 92646  
Tel: (714) 504-1860  
Attn: Steve Kimble

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-7499  
Attn: Robert Ryan

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

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 "C" 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.

[Signatures appear on following page.]

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

CITY OF COSTA MESA,  
A municipal corporation

Thomas R. Hatch  
Thomas Hatch  
City Manager

Date: 10/18/17

CONTRACTOR

Stephen D. Kimble  
Signature

Date: Oct 11, 2017

STEPHEN D. KIMBLE PRESIDENT  
Name and Title

[REDACTED]  
Social Security or Taxpayer ID Number

\_\_\_\_\_  
Signature

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

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

ATTEST:

Brenda Green 10/25/17  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

Thomas Duarte  
Thomas Duarte  
City Attorney

Date: 10/18/17

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 10/17/17

DEPARTMENTAL APPROVAL

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 10-17-17

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Stephen Dunivent  
Interim Finance Director

Date: 10-17-17

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

SCOPE OF WORK  
FOR  
POND AND LAKE MAINTENANCE SERVICES AT TEWINKLE LAKES

I. GENERAL REQUIREMENTS:

- A. The Contractor shall maintain a Pesticide Business License in good standing during the duration of the contract; and must be registered in the County of Orange. Failure to maintain the required license shall be grounds for termination of this Contract.
- B. 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. 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.
- C. All personnel working in the City shall be fully clothed in suitable, matching company uniforms (shirts and pants) with name of company and the name of the employee clearly visible. The Contractor must provide laundry service for the uniforms used to perform work in the City.
- D. The Contractor vehicles used in the City shall be clearly marked on both sides with the Company name.
- E. The Contractor shall have the ability to modify or curtail certain tasks and operations at the request of the City's Representative.
- F. The Contractor shall maintain work areas with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment.
- G. The Contractor shall recognize that during the course of this contract, the City may have other Contractors conducting other activities and/or operations. Activities may include, but not limited to, the following:
  - Pond or lake refurbishments
  - Modifications or repairs
  - Construction-related items.
  - Storm related operations

II. SPECIFIC REQUIREMENTS:

- A. The Contractor shall provide all labor, tools and equipment to perform pond and lake maintenance services a minimum of two (2) days per week. The City shall provide all lake/pond chemicals. The service days shall be Monday and Friday unless otherwise directed/approved by City's Representative. Service days that fall on a City Holiday will be substituted for another day during the week. The substitute day must be approved by the City's Representative.
- B. The Contractor perform the following services TWICE WEEKLY:
  - a. Skim water surfaces of debris and physically remove algae or aquatic weeds that are accessible from shore. Trash and debris will be removed and disposed of offsite. City will provide trash bags.
  - b. Remove much and debris from lake bottom as needed.
  - c. Brush rocks and waterfall surfaces with stainless steel brushes to remove algae.
  - d. Clean/turn bio-filter as needed.
  - e. Check operating condition of all equipment (filters, pumps, valves, aerators, irrigation controller, control panel, water fountains and all other equipment and/or systems related to the operation of the water feature). Report any issues to City Staff.

- f. Clean inlet filters on fountains as needed. Remove debris and fishing line as needed.
  - g. Adjust location of fountains as needed or as directed by the City's Representative.
  - h. Adjust circulation jets as needed or as directed by the City's Representative.
  - i. Reposition cover rocks around circulation jets as needed or as directed by the City's Representative.
  - j. Inspect and clean all sidewalks, pier, bridges and park amenities surrounding the lakes and upper ponds. Report any issues to City Staff.
  - k. Add chemicals including algacides as required and approved by City of Costa Mesa in writing, and per any State and Federal laws or regulations (chemical cost is extra). A licensed applicator with the appropriate category for lakes shall be authorized to apply the chemicals, algacides, etc. A written P.C.A. recommendation is required, prior to any applications. The P.C.A. recommendation, with the most updated Specimen labels and M.S.D.S. sheets, shall be provided to the City. The City will provide material.
  - l. Manage the lakes fish and aquatic animals as appropriate, including providing additives to the water to medicate illness or disease and removal of any fish that are dead or dying.
  - m. Maintain equipment vaults and enclosures to a clean and professional standard.
  - n. Maintain water plants if applicable to include removing dead leaves and debris, re-potting as required, fertilizing as required and generally making sure that appearance and health is appropriate.
  - o. Complete written checklist and report of work performed a form generated by the Contractor and approved by the City's Representative. Form to be mailed with monthly invoice.
  - p. Report any problems or deficiencies in writing.
- C. The Contractor shall perform the following services TWICE MONTHLY:
- a. Check amp draw on water aerators, pumps and the manual auto-fill and provide this information to the City.
  - b. Report on equipment operation conditions in writing to the City.
- D. The Contractor shall perform the following services one time per MONTH:
- a. Perform service on all equipment as required to meet equipment manufacturer's warranty requirements including:
    - i. Grease all grease fittings.
    - ii. Adjust packing as required.
    - iii. Recommend additional service (seal replacement) and equipment as necessary.
  - b. Report on condition of features and equipment operations and water fountains.
  - c. Set water probes in vault, south of the TW Pump house, to maintain appropriate lake levels.
  - d. Exercise all valves associated with the lakes and ponds.
- E. The Contractor shall perform the following services on ANNUALLY:
- a. Assess and evaluate total systems including condition of the lake and mechanical equipment. Make recommendations that will improve appearance and performance.
  - b. Remove and provide service on ozone generators.
  - c. Re-pack stuffing boxes on turbine pumps.

- F. Any person(s) handling pesticides within the City of Costa Mesa shall be licensed with a Qualified Applicators License (QAL) or Qualified Applicators Certificate (QAC) or better with the appropriate categories.

### III. LOCATION:

- A. The Contractor shall provide services at Tewinkle Park Lakes and Ponds located at 970 Arlington Drive. All lakes, waterfalls, canals, water fountains, pumps and all other equipment associated with the operation of the lakes and water features shall be included.

### IV. CONTRACTOR REQUIREMENTS:

- A. The Contractor shall meet all specifications and requirements contained herein. No Substitutions will be accepted without prior City written approval.
- B. The Contractor shall provide and furnish all labor, tools, and equipment that are required.
- C. The Contractor shall ensure all precautions for safety are taken.
- D. All Contractor vehicles parked on site shall be secure at all times. All vehicles and equipment must remain on concrete sidewalks or parking lots unless approved by the City's Representative.
- E. All tools and equipment shall remain in Contractor's possession at all times.
- F. The Contractor shall provide a written schedule of all services to be performed five (5) days prior to first day of month.
- G. The Contractor shall provide a written log of all services performed and the log shall be submitted to the City at the end of each month.
- H. 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.
- I. Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction.

Pond and Lake Maintenance Services at Tewinkle Lakes  
Cost Sheet

Cost to Complete All Services per Scope of Work

\$ 2500.00/MONTH X Twelve Months = \$ 30,000 /ANNUALLY

Anticipated number of dedicated on site hours per service day 4

Daily Cost for an Additional Day(s) Within the Service Week

\$ 600.00/DAY

Emergency or After Normal Business Hours Service Rate:

After Hours Include: After: 5:00 PM and Before: 7:00 AM

Per Man/Per Hour Rate \$ 75.00

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

PYXIS WATER SYSTEMS, INC.  
Company Name

Name: STEVE KIMBLE

9121 ATLANTA AVENUE #882  
Address

Title: PRESIDENT

HUNTINGTON BEACH, CA 92646  
City State Zip

Phone: 714 504-1860

Stephen P. Kimble  
Signature of Person Authorized to Sign

Fax: 714 374-5134

STEPHEN P. KIMBLE  
Printed Name

E-mail: PYXISCO@EARTHWINK.NET

PRESIDENT  
Title