ITEM 9.C.

MOORPARK CITY COUNCIL
AGENDA REPORT

TO: **The Honorable City Council**

FROM: **Allen M. Walter, Landscape/Parks Maintenance Superintendent** AW
Jeremy Laurentowski, Landscape/Parks Maintenance Superintendent JL

DATE: **March 24, 2011 (CC Meeting April 6, 2011)**

SUBJECT: **Consider Landscape Maintenance Contract Specifications and Authorize Staff to Solicit Bid Proposals for Maintenance of Parks, Facilities, and Landscape Maintenance Districts**

DISCUSSION

The City Council is being asked to approve contract documents and bid specifications for landscape maintenance services for City parks, landscaped parkways, medians, slopes within various Landscape Maintenance Districts (LMD's), and other miscellaneous City properties. Properties include City facility grounds and vacant Moorpark Redevelopment Agency (MRA) property. The scope of work under the existing and proposed agreements also includes cleaning of various hardscapes, park restrooms, and park amenities. The City's existing landscape maintenance agreements with Azteca for parks, and Venco Western Landscape Services for LMDs and miscellaneous sites, are set to expire June 30, 2011. The last time the City solicited competitive bid proposals for all landscape maintenance services within the City was in 2008.

Since 2008, the total acreage of landscaped area under the City's responsibility has increased. Park acreage increased from 152 to 162 acres and the acreage of landscaped parkways, medians, and slopes (LMD) from 65 to 155 acres. The Veterans Memorial Park; Mammoth Highlands Park; Poindexter Park expansion; LMD Zone 15 Toll Brothers; LMD Zone 22 Moorpark Highlands; Spring Road medians and west side parkway planter; and the parkways on the south side of Los Angeles Avenue, from Buttercreek Road to Maureen Lane, have contributed to this increase. The landscape acreage for miscellaneous properties (MRA and City facility grounds, Metrolink Station) is approximately 12 acres.

The landscape maintenance contract requirements attached have been revised to address the increase in LMD acreage and usage demands on the parks, and to address the water conservation activities. The contract documents consist of performance requirements; i.e. staffing requirements, supervision, and similar administrative obligations of the contractor. The contract documents also contain a scope of work. The scope of work identifies all the tasks that must be performed, frequency, and other specifications important to the maintenance and operations of the contract.

The type and frequency of the tasks to be performed under the new proposed agreements have not changed significantly. The exceptions are identified below:

- Weekly washing of picnic shelters was removed
- Washing of tennis and hard courts was removed
- Hand watering revised to as needed
- Planting annual flowers was removed
- Contractor required to shut down all irrigation systems with forecast of rain
- Mowing and edging requirements would remain at 24 times per year, except Arroyo Vista Community Park (AVCP) sports fields, where mowing would return to 48 times per year (a bid option will be included for only 24 mowings at AVCP)
- Mowing height changed from 1 ½ -2" to 1/3 of grass height
- Fertilization changed from 4 lbs per shrub to 8 lbs per 1000 sq ft
- Fertilization changed from twice per year to four times per year at selected LMD sites.

The bid document has been structured to solicit separate cost proposals: one for all LMD and miscellaneous areas and the other for all parks. The successful low bidder(s), for all LMD areas and for all parks, will be awarded separate agreements.

The specifications include a 12 month agreement (July 1, 2011, through June 30, 2012), with a provision that would allow the City the option to extend it for three additional one-year terms. Pending the Council's approval of the contract documents, staff will hold mandatory pre-bid conferences on April 22 or April 25, 2011. The bid opening is currently scheduled for May 6, 2011 (or a date approved by the City Manager prior to initiation of the bid process). Staff anticipates returning to the Council on June 1 with a recommendation to award the contract(s).

FISCAL IMPACT

Staff anticipates that with the proposed modified scope of work, cost proposals should result in some savings. The current annual cost for parks is $367,320 and $516,100 for LMDs.

Several revenue sources are used to fund landscape maintenance activities. In FY 2010/11, the following costs were budgeted:

Property	Funding Source	Budget
Parks	Park Assessment/General Fund	$367,318
LMD's	Assessment Districts	$491,028
General City Facilities	General Fund	$10,564
MRA Properties	MRA	$10,656
Metrolink & Bus Stops	Local TDA	$14,412
Total		$ 893,978

STAFF RECOMMENDATION

Approve contract documents for landscape maintenance services, subject to final language approval of the City Manager and City Attorney, and authorize staff to solicit bid proposals with selection of the bid opening date to be approved by the City Manager prior to initiation of the bid process.

Attachments: Exhibit A: Documents and Specifications for City Landscape Maintenance for Parks

Exhibit B: Documents and Specifications for City Landscape Maintenance for LMDs

Exhibit A

CITY OF MOORPARK

PARKS

CONTRACT DOCUMENTS

AND SPECIFICATIONS

for Landscape Maintenance Services

Moorpark, California

April 2011

PROJECT MANAGER: Allen M. Walter, Park and Landscape Superintendent
Parks & Recreation Department

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NOTICE INVITING SEALED BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES
CITY OF MOORPARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 10:00 a.m. on Friday, May 6, 2011, at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

The Scope of Work for this project consists of providing all labor, services, and furnishing all materials, tools, equipment, supplies, and transportation as necessary for the performance of scheduled landscape maintenance services in City parks in accordance with contract provisions and specifications attached hereto and made a part of this Notice.

A mandatory pre-bid conference will be held at the Moorpark Public Services Facility, 627 Fitch Avenue, Moorpark, CA 93021, Monday, April 25, 2011, at 9:00 a.m. Only those bidders in attendance will be eligible to submit bid proposals. A City tour of all proposed areas will be made available to prospective bidders after the pre-bid conference on Monday April 25, 2011, between 10:00 a.m. and 3:00 p.m.

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for one (1) year. This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance and bonds as identified in this Request for Proposal and execute a contract on the City's standard form.

Bidder must agree to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages where it is applicable.

Prospective bidders may obtain copies of Contract Documents and Specifications for Landscape Maintenance Services from the City of Moorpark, Department of Parks and Recreation, 799 Moorpark Avenue, Moorpark, CA 93021 at a cost of $20.00, plus $5.00 if mailed. No documents will be mailed after April 22, 2011.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, "Parks Landscape Maintenance Proposal -- DO NOT OPEN WITH REGULAR MAIL".

All bidders must possess a State of California Contractor's License, Class C-27, and State of California Pesticide License as defined in the contract documents at the time of bid submission to be eligible for the award of contract. Said Licenses must be maintained in

good standing throughout the term of the contract. Failure to possess the specified licenses shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with contract documents, and the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license, and required pesticide license with the bid documents.

The Moorpark City Council reserves the right to reject all bids.

This contract is subject to liquidated damages.

All bids must be submitted in conformance with this Notice and with Instructions to Bidders.

The Contract Documents and Specifications will be available for public inspection at the following locations: City of Moorpark, 799 Moorpark Avenue, Moorpark, California, 93021.

Contact: Allen M. Walter, Park and Landscape Superintendent, at (805) 517-6360.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS AND SUBMITTAL

The City is soliciting cost proposals for the maintenance of City parks. The bid form includes a cost for each park and a total for combined costs.

Bids shall be submitted in writing on the forms provided by the City. Use of other forms may be cause for rejection of bids. All information requested therein must be clearly and legibly set forth in the manner and form indicated. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of, and justification for, the proposed deviations. Final determination of any proposed deviation will be made by the City in its sole discretion. The proposal forms which must be submitted by bidders include pages 10 through 18.

SCOPE OF WORK

Scope of work to be preformed under contract with the City includes, but is not limited to, labor, services, and furnishing all materials, tools, equipment, supplies, and transportation as necessary for the performance landscape maintenance and related services as more fully described in Exhibit A, B, C, and D to the contract contained herein.

EXAMINATION OF REQUEST FOR PROPOSALS DOCUMENT, BIDDING INSTRUCTIONS AND PROPOSAL, CONTRACT DOCUMENTS, PERFORMANCE REQUIREMENTS, SCOPE OF WORK, AND AREAS TO BE MAINTAINED.

The bidder shall personally examine the site of the work contemplated, specifications, and contract documents before submitting a bid proposal, to ascertain the existences of any conditions which may impact the bid proposal. Therefore, it will be assumed that the bidder has personally investigated and is satisfied as to the general and local conditions to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the services, and the requirements of these specifications. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and fully accepts the responsibility for the terms and conditions of the areas to be maintained according to this contract.

PROPOSAL GUARANTEE

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for one (1) year. This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance, and bonds as identified in this Request for Proposal and execute a contract on the City's standard form.

The proceeds of the bond will become the property of the City if the bidder fails to or refuses to execute the contract within fourteen (14) calendar days after the City has notified the bidder of intent to award the bid or within fourteen (14) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within fourteen (14) days after the bid has been awarded. The bond shall be duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes thereof will be returned upon timely execution of the contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "PARK Landscape Maintenance Proposal" -- DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger to City Clerk, Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA 93021. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the Agency's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark. Late proposals will not be considered.

In order to guard against premature opening, the bid must be clearly labeled with the bid title, name of bidder, and date and time of bid opening, as stated above.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, incompleteness, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered. Bids with supplemental information or form other than those proposed forms provided by the City may not be considered. Non-substantial deviations may be permitted provided that the bidder submits a full description and explanation of, and justifications for, the proposed deviations. Final determination of whether a proposed alternative or deviation is non-substantial will be made solely by the City at its discretion.

BID WITHDRAWAL

A bidder may withdraw his/her proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the "Notice Inviting Bids" will be

considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

BIDDER QUALIFICATIONS

All bidders must possess the following:

1) A State of California Contractor's License, Class C-27.

2) A Pesticide License issued by State of California Department of Pesticide Regulation Enforcement Branch for pesticide operations to be performed. Copies of said licenses required of bidder must be presented at the time of bid submission to be eligible for the award of contract, and must be maintained in good standing throughout the term of the contract. If contractor plans to utilize the services of a subcontractor to provide pesticide operations, said subcontractor must be identified in bid proposal on the form provided. This shall include all subcontractors; PCA (Pest Control Advisor), and QAC (Qualified Applicator Certificate), or QAL (Qualified Applicator License). Failure to possess the specified license shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license and pesticide license with the bid documents.

The City shall, before awarding a bid, verify that a contractor was properly licensed when the contractor submitted the bid. In the event of a dispute as to the classification of license required the opinion of the California Contractors' State License Board shall prevail.

Bidder must obtain a City Business Registration prior to commencing work under this contract.

COMPETENCY OF BIDDERS

In addition to the bidder's proposed compensation for services, consideration will be given to:

1. Capability and qualifications of the contractor to perform the work including, equipment, support facilities, and qualified personnel;
2. Prior experience in performing services of similar size and scope in a competent and consistent manner including review of references of previous and current contracts; and
3. Financial stability and standing of contractor, and proven competency of the bidder of the performance of the services covered by the bid.

No bid for services will be accepted from a contractor who is not licensed in accordance with applicable State Law. No award will be made to a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code by the date of the award of contract.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work sites, Contract Documents, Specifications, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City and clarified prior to the submission of proposals. Neither the City nor any of its officers, employees or servants assumes any responsibility for errors or misinterpretations resulting from the receipt or use of an incomplete set of contract documents or addenda. The bidder must satisfy themselves that they have received a complete set of contract documents and addenda.

Written addenda shall be the sole means for modifying the Contract Documents prior to the bid opening. The City shall not be bound by oral communications purportedly modifying or interpreting the Contract Documents regardless of when or by whom such oral communications are made and bidder should not rely upon such oral communications in preparing their bid.

PREVAILING WAGES

Bidder must agree to abide by the requirements under Section 1773 of the Labor Code of the State of California for prevailing wages.

AWARD OF CONTRACT

At its sole discretion, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of sixty (60) days, all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

TIME FOR COMMENCEMENT AND COMPLETION

This is a twelve (12) month contract (July 1, 2011, through June 30, 2012), with an option for three additional one-year terms, at the City's discretion. An Agreement in substantially the same form as the Sample Agreement included in the Contract Documents shall be signed by the successful bidder and returned to the City Clerk's Office, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA, together with the insurance certificates and endorsements and contract bonds within fourteen (14) calendar days, not including Sunday, after mailing by City of the Notice of Award of Contract.

The bidder warrants that he/she possesses, and has arranged through subcontracts, all

capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, County, City and Special District laws, ordinances, and regulations. Refusal or failure to deliver an executed Agreement, Bonds, and Insurance in the form provided in the Contract Documents and approved by the City within fourteen (14) calendar days, as identified above, shall be just cause, at the City's sole option, to annul the award. In such an event, the City may successfully award the contract to the next lowest responsible and responsive bidder until a properly executed contract is obtained, or it may at any time reject all remaining bids and proceed as provided by law. No bid shall be considered binding upon the City until the execution of the Agreement by the City.

FAILURE TO ACCEPT CONTRACT

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled; any bid security will be forfeited in accordance with the Bid Terms and Conditions, and Special Bid Terms and Conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible bidder who shall fulfill every term and condition of the bid documents.

CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City, which may be withheld at the City's sole discretion.

NON-DISCRIMINATION

In the performance of the terms of this contract, the bidder agrees that he/she will not engage in, nor permit such subcontractors as he/she may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, medical condition, or marital status of such persons. Bidders will comply with all non-discrimination laws.

NON-COLLUSION AFFIDAVIT

Each bidder shall submit a statement of non-collusion affidavit to be executed by bidder and submitted with bid on the form provided in the bid package.

PREVAILING WAGES AND MINORITY GROUP SKILL UPGRADE AND EMPLOYMENT

Bidders are hereby notified that pursuant to the provisions of the California Labor Code section et seq., copies of the determination of the Director of the Department of Industrial Relations of the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work are on file and available to any interest person upon request at the Parks, Recreation, and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html., and are hereby incorporated

herein and made a part hereof as though set forth in full.

Contractor is fully responsible to ascertain the rates of wages he/she will be required to pay throughout the execution of all work under the contract and to comply with all regulations pertaining to prevailing wages.

PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

TO THE CITY OF MOORPARK, as City:

In accordance with Agency's Notice Inviting Sealed Bids, and the instructions to bidders, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor, transportation and incidentals required for the above stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites and all contract documents. If this proposal is accepted for award, bidder agrees to enter into a contract with Agency at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Agency of the guarantee accompanying this proposal.

Bidder understands that a bid amount is required in a manner set forth in the Bid Schedule solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days not including Saturdays, Sundays and legal holidays, after the Agency has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the Agency's option, shall be considered null and void.

Contractor's Name_____

Authorized Signature_____

Signer's Title_____

BID SCHEDULE
LANDSCAPE MAINTENANCE SERVICES
PARKS

No.	Name of Facility	Monthly Bid Amount	ANNUAL AMOUNT
1	Arroyo Vista Community Park	$	
2	Campus Park	$	
3	Campus Canyon Park	$	
4	Community Center Park/Grounds (799/699 Moorpark Ave)	$	
5	Country Trail Park	$	
6	College View Park	$	
7	Glenwood Park	$	
8	Magnolia Park	$	
9	Miller Park	$	
10	Monte Vista Park	$	
11	Mountain Meadows Park	$	
12	Peach Hill Park	$	
13	Poindexter Park	$	
14	Tierra Rejada Park	$	
15	Villa Campesina Park	$	
16	Virginia Colony Park	$	
17	Seranata Trail	$	
18	Mammoth Highlands Park	$	
19	Veterans Memorial Park	$	
	Total Cost	**$**	
		(Month)	**(Annually)**

Price must include labor, material, and equipment to perform work, in accordance with contract documents, specifications, and all disposal fees.

- The City reserves the right to discontinue park maintenance services at any of the locations listed, at any time. The Contractors monthly bid amount shall remain in effect all other areas until the Agreement with City and Contractor has been terminated.

- The Contractor shall be notified in writing as to the date to commence park landscape maintenance services.

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amount shown on this Bid Schedule.

_____

Contractor's Authorized Signature

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Type of Firm _____ Individual; _____ Partnership; _____ Corporation

Business Address _____

_____

Telephone_____

State Contractor's License No. and Class(es) _____

_____

Original Date Issued _____ Expiration Date _____

Bidders or Subcontractor's State Pesticide License No.; list categories and "type" of license(s).

1) _____Expiration Date _____

2)_____Expiration Date _____

3)_____Expiration Date _____

If Bidder intends to use a subcontractor for any pesticide services described in the Scope of Services, information related to the subcontractor must be disclosed on Subcontractor Form.

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

_____

_____

_____

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

_____

_____

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

_____

IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20 11.

Bidder _____

_____

_____

Subscribed and sworn to this _____ day of _____, 2011 _____.

NOTARY PUBLIC _____

CONTRACTOR'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed tree maintenance similar services within the past two years:

1. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

   _____

2. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

   _____

3. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed landscape maintenance and pesticide operations services, of similar size, price, and scope, within the past two years:

1. _____
Name and address of owner or agency

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

_____

2. _____
Name and address of owner or agency

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

_____

3. _____
Name and address of owner or agency

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

* Bidder may attach additional sheets to include additional references

SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors who will perform any work described in the Scope of Services.

Name Under Which Subcontractor is Licensed	License No. & Class (or categories) Business Address and Phone	Specific Description of Subcontract and Portion of the Work to be Done
1)		

2)		

3)		

Use additional room if needed to list more than three subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those names herein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collision or fraud.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those names herein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collision or fraud.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

AGREEMENT BETWEEN THE CITY OF MOORPARK
AND _____,
FOR PARK LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT, is made and effective as of this _____day of _____, 2011, between the City of Moorpark, a municipal Corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for park landscape maintenance and related services; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, the City Council of the City at a meeting held on the _____day of _____, 2011, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution and will expire on June 30, 2012, unless sooner terminated as provided hereinafter.

Upon the mutual consent of both parties, the term of this Agreement may by extended for three (3) additional one (1) year periods.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide park landscape maintenance services, plus additional landscape repair and installation services as needed, specifically as it pertains to park properties, as set forth in Exhibits A, B and C, and which exhibits are attached hereto and incorporated herein by this reference as though set forth in full. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits A and B. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits A and B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit D. Compensation shall not exceed the rates or total value _____ dollars ($_____), without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to Section 5 herein.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be _____ and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit E, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars ($_____), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes

any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than ninety (90) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City as referred to herein.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, he/she shall forfeit and pay to the City of Moorpark, as liquidated damages, the sum of One Hundred Fifty dollars ($150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts from them as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its project contractors, and engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorneys' fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the

Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or subcontractors including but not limited to, liability arising from:

a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractor;

b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

c) Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and

e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-sections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Attachment 1, attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the

performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s)

and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one-year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: _____
_____
_____
_____

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in Section 8 for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of Exhibits A, B and C, In the event of conflict, the requirements of this Agreement shall take precedence over those contained in Exhibits A, B, and C.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK	CONTRACTOR
By: _____	By: _____
Steven Kueny, City Manager	Contractor, Owner

Attest:

_____

Maureen Benson, City Clerk

ATTACHMENT 1

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than one million dollars ($1,000,000) per occurrence for all covered losses and no less than two million dollars ($2,000,000) general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

a. Explosion, collapse or underground hazard (XCU)

b. Products and completed operations

c. Pollution liability

d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than $1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contract shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors,

subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.

11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.

12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.

15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuance to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable.
17. Termination of this obligation is not effective until City executes a written statement to that effect.

18. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.

19. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.

20. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

21. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.

22. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to change City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF MOORPARK, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2011, for work identified as "_____" which Agreement is hereby incorporated into and made a part hereof; and.

WHEREAS, said Contractor, is required to furnish a bond in connection with said contract, providing for the faithful performance thereof;

NOW, THEREFORE, we, the Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City, as Obligee, in the sum of _____Dollars ($_____) lawful money of the United States of America, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said Obligee under the terms of the contract for which payment well and truly to be made, the said principal and the said surety, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, his or its subcontractors, shall perform and fulfill all the undertakings, covenants, terms, conditions of said Agreement during the original term of the Agreement, and any and all duly authorized extensions thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void and of no effect.

In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the Agency in successfully enforcing said obligation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2011

(Corporate Seal)

Notarial Certificate
Attached

_____
(Principal)

By_____

_____
(Title)

(Corporate Seal)

Notarial Certificate
Attached

_____
(Surety)

By_____

_____
(Title)

EXHIBIT A

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 6:30 a.m. to 5:00 p.m. ("working hours"), with the exception noted in section 2 of Exhibit A. No work shall be performed on Saturday, Sunday, or City approved holiday outside of these specified times or without prior written permission from the City, except for emergency situations, or unless otherwise indicated in this Contract. Contractor must notify representative designated by the City (hereinafter referred to as "City Representative") within 24 hours in the event of emergency work.

2. Item Removed

3. Contractor shall be responsible for any costs incurred by the City including employee's hourly rate of $105. per hour and any related costs for any City approved work performed by Contractor on weekends and/or holidays which may require verification and inspection by a City employee,

4. The Contractor shall staff available for phone contact (not an answering service), Monday through Friday, between 6:30 a.m. and 5:00 p.m. to respond to call outs, questions, and verification of schedules. Contractor shall also provide a 24-hour emergency contact phone number (not an answering service) for non-working hours including weekends and holidays.

5. Non-working City holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall have personnel in place and carrying out the responsibilities of this Contract on all other City holidays if they fall on a weekday.

6. After notification of award and prior to the start of any work, Contractor shall submit to City for approval a proposed maintenance schedule. The schedule shall include, but not be limited to a list of all activities specified in this agreement, with respective days of the week and day of time said activities will be performed by location. Once approved in writing by the City, any revisions to the approved schedule must be authorized in writing by the City.

7. The use of leaf blowers or air broom is prohibited, except between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

B. SUPERVISION:

1. Contractor shall provide an on-site supervisor(s) capable of communicating effectively both in written and oral English at all times during all Contract operations. Communications from the City to the Contractor's on-site supervisor(s) shall be deemed as delivered to the Contractor.

2. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising landscape maintenance operations.

3. Contractor shall ensure that its employees are dressed in a company uniform shirt recognizable as Contractor's.

4. Contractor maintenance vehicle exterior paint and body shall be kept in good condition and have a clear Identifiable company logo on the vehicle front doors.

C. COMMUNICATION/EMERGENCY RESPONSE:

1. Contractor shall have the ability to contact their field crews within 15 minutes of notification by City Representative.

2. Contractor shall provide capabilities for 24 hours per day, 7 days a week service. During working hours, Contractor shall respond to the City regarding any malfunction or service request by providing trained employees in the City within two (2) hours notification by City.

3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one (1) hour minimum upon notification by City. In an after-hours, non emergency situation, and upon the City's request, Contractor shall provide an on-the-job response time of no more than two (2) hour, or two (1) hour if it is an irrigation problem with potential property damage risks. Contractor shall maintain a 24-hour telephone contact for such notifications.

D. MATERIALS TO BE PROVIDED BY THE CONTRACTOR: The Contractor, at his own expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance, as determined by City. Quality and specifications of materials to be provided by Contractor must be approved by City. These supplies and materials shall include, but not be limited to:

1. All necessary fuel, oil, equipment, machinery, and parts

2. All necessary pesticide licenses including herbicides, insecticides, fungicides and rodenticides.

3. All necessary fertilizers and soil amendments.

4. All custodial, restroom and trash container supplies, including trash can liners, restroom paper products, restroom hand soap if requested by City, disinfectants and cleaning solutions, etc., as approved by the City.

5. All necessary horticultural supplies and landscape tools.

6. All parts necessary for the repair and proper maintenance of all irrigation systems.

7. All materials are to be new and identical to existing materials, unless directed otherwise by the City Representative.

E. CONTRACTOR RESPONSIBILITY - DAMAGES: The Contractor shall be fully responsible for any and all damage done to City property resulting from the Contractor's operations. This shall include, but not be limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, irrigation system, ground cover or other landscape items that are lost or damaged due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage done to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City Representative shall determine negligence. The City shall be responsible for replacing any plant material that is destroyed or has died as a result of acts of vandalism or theft.

F. UNDERGROUND ALERT SYSTEM: Underground alert systems must be notified 48 hours in advance prior to commencing work that involves digging underground. This notification is required for each location said work is performed. Written verification of such notification shall be provided to the City prior to commencing work.

G. PROPERTY DAMAGE: Any damage to utility lines that occurs shall be immediately reported to the utility company that is involved as well as to the City. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any adjacent shrubs or trees that are to remain on the site, immediate treatment or necessary replacement of the same shall be at the Contractor's sole expense.

H. ACCESS TO PRIVATE PROPERTY: Prior to any work that will restrict access to private property, the Contractor shall notify, in writing, each affected property owner or responsible person, informing him of the nature of, and the approximate duration

of, the restriction. Contractor shall also provide a copy of said notification to City prior to commencing such work.

I. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS: Contractor shall be responsible for the protection of all improvements adjacent to the work, such as sprinklers, drain pipes, lawns, brick work, plants, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the Contractor's expense and to the City's satisfaction, within 48 hours. If the Contractor fails to render proper repairs in the 48 hour limit, the City will make the repairs and deduct the cost of such repairs, plus 15% administrative costs, from the Contractor's monthly bill.

J. TRAFFIC CONTROL:

1. Contractor shall conform to all California Vehicle Code, and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall conduct all work in a manner that will insure continuous traffic flow on the street at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector for directions. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.

2. Signs used for handling traffic during the course of this project shall be in accordance with the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc., and made a part of these detailed specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. A copy of said publication is on file at the Moorpark Public Services Facility. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

3. Payment for maintenance of traffic and detours and for conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be considered to be included in the Contract unit or lump sum prices paid for various items of work wherein maintenance of traffic and detours is required, and no additional compensation shall be paid.

4. Liquidated damages shall be assessed in the amount of One Hundred Twenty-five dollars ($125.00) for each day that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirement or traffic control measure as described in J, Traffic Control, Items 1 and 2.

K. ENCROACHMENT PERMITS: The Contractor shall secure a non fee, approved City encroachment permit renewing annually.

L. SUBCONTRACTORS: Contractor shall only use subcontractors in the performance of this Contract listed on subcontractor(s) form submitted with bid documents. All submitted subcontractors shall be licensed and only provide work listed and licensed to perform. The City reserves the right to reject the services of any subcontractor for any reason, and at any time during the performance of this Contract.

M. STATE SAFETY, HAZARDOUS WASTE, AND NPDES REQUIREMENTS:

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1.1988 Safety Requirements in the performance of all work under this Contract. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.

2. Contractor shall inspect areas maintained under the provisions of this Contract on a daily basis for all potential hazards, and maintain a daily safety inspection report which indicates date inspected and action taken to correct conditions if necessary. This report shall identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition found by the Contractor.

3. Contractor shall be responsible for making minor corrections including, but not limited to: using barricades or traffic cones to alert vehicular traffic and pedestrians of the existence of hazards, replacing valve box covers, filling holes in turf areas and securing amenities so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, and submit a complete written report thereof to the City within twenty four (24) hours following the occurrence.

4. Contractor shall be responsible for compliance will all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City immediately.

5. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and law regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines For Construction Sites," which by reference is a part of Exhibit A and is available for review at the Moorpark City Hall front counter.

6. Contractor shall implement all necessary steps to ensure the methods and practices it uses to carryout its responsibilities under this contract comply with NPDES, including but not limited to: maintaining a clean work site; properly disposing of all debris; appropriate storage of materials; manage and operate vehicles and equipment in a manner to prevent leaks and spills; prevent pollution of the storm drain system during import, export, stockpiling, and spreading of landscape debris and materials, and prevent and control discharge of soil sediments, chemicals, solvents and cleaning solutions, and trimmings.

N. INSPECTION TOUR AND REPORT: The Contractor shall accompany the City Representative on a, no less than weekly, inspection tour of landscaped areas at a time specified by the City. The Contractor shall provide a detailed written report of all areas maintained for review by the City Representative. This report shall contain a detailed list of broken and/or inoperable sprinklers, irrigation malfunctions, landscape deficiencies and a written timeline for completion of required service and repairs that is acceptable to the City. Contractor shall be expected to make repairs, corrections and deficiencies within five working days unless repair requires immediate response, Contractor shall make required repairs immediately and report corrections in writing or Contractor shall be responsible for correction of any deficiency noted during the inspection tour and to provide the City with a follow up report documenting the status required repairs and corrections. If corrections and repairs are not completed within the allocated time, the Contractor may incur liquidated damages, as more fully described below. If Contractor fails to repair or correct deficiencies within five working days past the time line approved by City, Contractor may be found in nonconformance with the Contract and City, at its discretion, may take corrective action at Contractor's sole expense plus 15% administrative fee and accessed liquidated damages . Such fees and expenses shall be deducted from Contractor's invoice.

O. DEFICIENCIES - LIQUIDATED DAMAGES: Failure of the Contractor to perform services, adhere to the service schedule, service a system, perform all the required service and repairs, reprogram each conventional controller weekly per ETO pursuant to this Contract will be seen as a deficiency. It is agreed that said deficiencies will result in damage to City. Contractor shall be responsible for all costs associated with said damage including any additional costs incurred by the City in the inspection, administration and performance of the work not performed or performed improperly by the Contractor in addition to liquidated damages amount

identified below.
Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars $150.00 for each incident at each separate location for each day that the deficiency remains uncorrected.

Furthermore, in the event Contractor fails to effectively manage water use, the over-usage cost will be borne by Contractor. As further described, such cost incurred by City shall be deducted from the Contractor's monthly payments.

P. CITY'S RIGHT TO USE OTHER LABOR: Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by City work forces and other Contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, specialized pest control, construction, storm related operations, staging of police and fire for emergencies and disaster control, and a variety of recreation programs and special events. During said activities and operations the Contractor may be required to modify or curtail certain work tasks and normal maintenance operations, and shall promptly comply with any request thereof by the City.

Q. CONTRACTOR EQUIPMENT IDENTIFICATION: Contractor shall clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number. Decals shall not be less than 12 inches by 18 inches in size, and shall be clearly visible from a distance of 50 feet.

R. WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT: Should the Contractor fail to correct deficiencies or public nuisances that have been created because of this operation, then these will be considered to be of an emergency nature and cause for the City to move in on the project to make corrective work. Such work will be billed to the Contractor at a rate of $100.00 for each call out plus actual time spent. It also should be noted that there is a minimum of a two (2) hour charge for labor on any call out.

S. EXTRA WORK:

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion of the City, City forces, or by competitive bid at the sole discretion of the City.

2. Additional work outside the performance requirements such as, but not limited to, shrub and tree planting, and renovating, and improvement, shall be required on occasion.

3. The costs for such extra work shall be based on the fair market value of supply and labor costs and shall be agreed to in a written proposal prior to commencement of said work.

4. Only those extra work items authorized in writing (see Attachment 2, Additional Services Authorization (ASA) form) prior to the start of work, by the City's Representative, shall be considered for payment.

5. Extra work shall not be performed by regularly scheduled personnel and shall be performed during regular working hours unless authorized in writing by the City.

T. EQUIPMENT STORAGE ON CITY PROPERTY: Storage of equipment, supplies and materials at City facilities will only be allowed if prior written permission is obtained from the City Representative. In the event City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment ,supplies and any injury that may arise. Contractor also assumes full responsibility for any and all damage done to City property as a result any contractor owned property stored on City property, whether storage is temporary or permanent. Contractor agrees to indemnification under this Agreement included in this Section.

U. VANDALISM AND THEFT:

1. The City shall be notified immediately by the Contractor in regards to any acts of vandalism and theft to City landscaping, irrigation system, or other improvements observed or found by Contractor's employees, regardless of the cause, including graffiti.

2. Costs caused by vandalism, theft or accident, not caused by Contractor, shall be the responsibility of the City, including labor costs.

V. PERFORMANCE DURING INCLEMENT WEATHER:

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.

2. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

3. The Contractor shall not remove his work force from the job site unless he has previously notified the City Representative.

4. The Contractor shall re-stake and re-tie trees as required, and continue to monitor trees during storm conditions.

5. The Contractor shall remove and clean all debris deposited in drainage areas

resulting from inclement weather, to mitigate potential flooding of landscaped areas.

6. Contractor shall adjust controllers and timers to the "OFF" position, which shall remain off until "ETO" demands indicate conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor the "ETO" to ensure that controllers and timers are activated at the appropriate time.

W. CONTRACTOR DISPOSAL/RECYCLING RESPONSIBILITY:

1. The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from operations as work progresses. All green waste, recyclables, and refuse shall be disposed in City provided bins designed for such material and in accordance with the solid waste provision of the Moorpark Municipal Code. Contractor agrees to segregate the aforementioned materials to maximum extent possible. Contractor shall not, at any time, dispose of materials resulting from work not related to this Contract in any City provided bin. If requested require by the City, Contractor shall make every effort to estimate tonnage disposed.

2. Contractor shall keep City trash enclosures clean and neat on a daily basis. All debris shall be disposed in the bin and not allowed to accumulate on the floor of the enclosure. If a bin is full and will not accommodate additional debris, Contractor shall notify City immediately and depose of remaining debris in an alternative City bin. Bin lids shall remain closed. Trash enclosure gates shall be closed and locked when the Contractor leaves each site each day.

   a. Damage, vandalism, and graffiti to the trash enclosures shall be immediately reported to the City Representative whenever observed by Contractor.

X. KEY CONTROL

1. Contractor shall be responsible for assigned keys, and shall be held responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.

2. Contractor shall report immediately all lost or stolen keys to the City Representative within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the City the cost as determined by the City for and key replacements. Such cost may include changing locks if deemed necessary by City to secure and protect City properties and facilities.

3. Upon expiration, cancellation or termination of this Contract all keys received by the Contractor shall be returned to the City.

4. Contractor agrees to not duplicate any keys and acknowledge that California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar ($500) fine or both.

Y. PRIOR INSPECTION OF AREAS: Contractor acknowledges personal inspection of the areas to be maintained and has evaluated the extent to which the physical condition thereof will affect the services to be provided. By entering into this Contract the Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to perform maintenance services according to Contract specifications.

EXHIBIT B

SCOPE OF WORK

A. MOWING

1. Mowing equipment shall be a power driven reel-type equipped with rollers or a rotary-type deck mower, and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specification. Mowing activity shall be leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.

2. Turf shall be mowed to not remove more than 1/3 (33%) of the above ground turf grass tissue

3. Turf shall be mowed no less than 24 times per year, at all parks except for Arroyo Vista Community Park shall be mowed 48 times per year. Mowing shall not remove no more than 1/3 of the grass blade is removed at time of cutting, during the active growing season (April through November). Turf mowing at each location shall be completed in one day, and shall be on a schedule that is acceptable to the City Representative.

B. EDGING AND TRIMMING

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, trees, shrub beds and groundcover beds, and shall be performed every other week, and concurrently with mowing at each location.

2. Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by City.

3. Edging against hardscape shall be performed in a manner that results in a neat well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade, and shall not exceed ½ inch from the hardscape surface being edged.

4. Trees growing in turf areas shall have tree wells not to exceed 12" in diameter from the main stem or trunk of the tree. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only. Great care shall be taken to avoid damage to tree bark tissue and roots. Tree damage resulting from Contractor's edges practices shall be replaced by Contactor with like tree at Contractor's expense.

5. Curbs, gutters, walkways and all hardscape areas shall be cleaned free of accumulated grass clippings upon completion of each mowing operation. Grass clippings shall not be left on any area overnight.

6. Edging next to retaining walls and fences shall be done using a power string type trimmer, and shall be completed in such a manner to avoid excessive string contact to exterior surface retainer walls, fences and all areas edged with a sting type trimmer.

7. Chemical edging is not permissible without express written permission by the City Representative.

C. TURF FERTILIZATION

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative of application date, location, and amount approved.

   Prior to turf fertilization Contractor shall contact the City Representative and provide written verification of approved fertilizer formulation and total amount to be applied per site.

2. Turf fertilization of turf grasses shall be accomplished four (4) times each year at the intervals and with the fertilizer described below:

   First week of January, April, August, and October, application of a 16-6-8 formulation with 18% sulfur and 1% iron pelleted type fertilizer, or equal formulation as approved by the City. The Contractor shall broadcast the above fertilizer at the rate of six (6) pounds per 1,000 square feet of turf area and in accordance with ratios within the manufacturer's recommendation.

3. The Contractor shall broadcast the fertilizer in such a manner as to insure uniform coverage with minimum overlap.

   a. The turf shall be free of moisture at the time the fertilizer is applied.

   b. Application of the fertilizer shall be done in sections in accordance with the area covered by the timing stations on the automatic irrigation controllers so that the soil may be thoroughly soaked immediately after the fertilizer is broadcast.

D. SHRUB AND GROUND COVER FERTILIZATION:

Shrub and ground cover areas shall be fertilized the first week of April and September. Prior to shrub fertilization Contractor shall contact the City Representative and provide written verification of approved fertilizer formulation and total amount to be applied per site prior to application. Shrub formulation and at the application rates is as follows:

1. Herbaceous ground cover fertilization shall be accomplished with a pelleted 15-15-15 formulation containing no less than 8% sulfur. Fertilization shall be applied evenly at a rate of 8 pounds per 1,000 square feet. The area shall be deep-watered immediately following the fertilizer application.

2. Shrub fertilization shall be accomplished with a pelleted 15-15-15 formulation evenly broadcast at the rate of eight (8) pounds per one thousand (1000) square feet The area shall be deep-watered immediately following the fertilizer application.

E. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE APPLICATION

1. Scope: All work involving the transport and use of pesticides, herbicides, rodenticides and insecticides shall be in compliance with all Federal, State, County and local laws. The Contractor shall possess all valid State and County licenses and permits required for pesticide, herbicide, rodenticide and insecticide transport and application operations.

   Pesticide applicators (persons) assigned by the Contractor to perform pesticide operations shall have a valid license issued by the State of California Department of Pesticide Regulation Enforcement Branch. Applicators shall maintain valid State certification for categories specific to each pesticide for recommendation or use.

   Contractor shall be in strict compliance with all pesticide directives and laws governed by the County of Ventura Agricultural Commissioner's Office.

   The Contractor shall not store Pesticides on City owned property at anytime and for any reason without exception.

   Contractor shall provide the City with photocopies of valid Pest Control License, State Pest Control Advisor's License, State Qualified Applicator's License for individuals engaged in the transport, and use of all applicable pesticides, herbicides, rodenticides and insecticides within the areas to be maintained under the provisions of this Contract.

2. Weed Control: Weed control at all landscaped locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds.

   Weed infestation of the turf, shrub and ground cover areas, if severe, may be controlled by a "Restricted" commercial herbicide based upon written authorization of the City. Such authorization shall depend upon the Contractor's submission to the City Representative the information as outlined below.

a. The exact location(s) where the herbicide is to be used, with the identification of the weed to be controlled.

b. That the herbicide has no harmful effect upon desirable plant materials.

c. That the herbicide will be applied at the manufacturer's recommended rates and conform with manufacturer's instructions for application.

3. Disease, Harmful Insects

a. Inspections of landscaped areas shall be made daily for evidence of disease, harmful insects.

b. If evidence of disease or harmful insects is found, a report shall immediately be submitted to the City Representative. The report shall include:

1) The exact location(s) where the disease, harmful insects are prevalent.

2) The Contractor's opinion of the type of disease, insect.

3) The Contractor's recommendation for control and elimination of the disease or harmful insects.

4. Rodent Control: The Contractor's Pest Control Advisor (PCA) Recommendation shall provide specific names the specific vertebrate specie(s) expected to be killed by the use of the rodenticide recommended, and shall further include any known secondary target host (other vertebrate animals) that would likely killed by the use of the rodenticide recommended.

Contractor shall provide for the safe control and eradication of rodents with the intent to safeguard and promote the well being of all surrounding habitat in the areas to be treated. Contractor further agrees to follow PCA Recommendation, and to advise the City of any known alternative methods for the control and eradication of rodents. The City reserves the right to reject the use of any rodenticide at any time.

5. The Contractor shall be responsible for implementing the control practice specified in writing to the City Representative using a subcontractor listed in bid documents

a. With prior City approval, control practices implemented by Contractor may include the use of a subcontracted commercial pest control company, at the Contractor's sole cost.

b. Contractor agrees to hire and bear the cost of securing a pest control company (subcontractor approved by City), if Contractor fails to implement effective pest control measure within 30-days written notification by City.

F. PESTICIDE, HERBIICIDE, RODENTICIDE AND INSECTICIDE RECORDS:

1. All pesticides to be used that are designated "restricted" by the State of California Department of Pesticide Regulation, shall be approved by the City Representative prior to use. A written recommendation of proposed pesticides restricted in California shall include commercial name, concentrations, application rates and usage. The recommendation shall be prepared by a licensed California Pest Control Advisor and submitted a minimum of 14 days prior to intended use. No work shall begin until written approval of use is obtained, and a notice of intent has been filed with the Ventura County Agricultural Commissioner's office, as required, and the City.

2. All chemicals shall only be applied by those persons possessing a valid California Pest Control Operators (P.C.O.) license or under the supervision of a P.C.O. Application shall be in strict accordance with State of California Department of Pesticide Regulation and Ventura County Agricultural Commissioners Office. Records of all operations stating date and time treated, geographic location, field location, operator ID/permit number, operator's name and address, application name and address, site treated, acres planted, acres treated, application method, U.S. EPA/California pesticide registration number of product applied, pesticide product name and manufacturer, total amount of product applied, and name and signature of person preparing report shall be made and retained in an active file for a minimum of two (2) years by the Contractor. Copies of Contractor's pesticide training records shall be presented to the City within 24 hours of notice to produce such records.

3. Notification of Intent to spray or apply pesticides used by the Contractor on City property will be submitted to the City's Landscape Representative. The City's Landscape Representative shall have access to all pesticide records upon request. The Contractor shall retain all records in accordance with Department of Agriculture regulations and requirements

4. Pesticides, herbicides,rodenticides and insecticides shall be applied in a manner to avoid non-target areas. Precautionary measures shall be employed since all areas will be open for public access during application.

5. The City shall reserve the right to reject the use of pesticide herbicides, rodenticides and insecticides at any time and for any reason of justification as determined by the City Representative.

G. MAINTENANCE OF AUTOMATIC SPRINKLER SYSTEM

1. The Contractor shall bear sole responsibility and cost for both labor and materials for cleaning, repairing, adjusting and replacement of automatic sprinkler system components, (with the exception of backflow protection devices) as needed to insure operation of each sprinkler system according to original design and installation intent. If it is determined by City that sprinklers and sprinkler components have been vandalized, Contractor shall seek City's prior approval to make repairs; if approved, City shall be responsible for costs.

   Contractor's claims of irrigation system damage caused by vandalism shall be submitted to City in a written vandalism report in a format approved by the City.

2. The Contractor shall be responsible for the cleaning, repairing, adjusting and replacement of all items, at it sole cost, listed in the succeeding paragraphs in addition to the following:

   * Irrigation Controllers (exception necessary replacement)
   * Plastic pipe
   * Remote control valves
   * Remote control valve wiring
   * Valve boxes
   * Batteries
   * Plastic pipe fittings
   * Galvanized steel pipe
   * Galvanized steel fittings
   * Main lines
   * Sprinkler heads
   * Sprinkler assemblies
   * Riser assemblies
   * Quick coupler valves
   * Hose bibs
   * Gate valves

3. Replacement of any item shall be with a new item of identical model and make design unless otherwise specified in writing by the City Representative.

   a. The following specifications are provided for replacement of plastic pipe, plastic fittings, galvanized steel pipe and galvanized steel pipe fittings, and remote control valve wiring:

      1) Plastic pipe shall be polyvinyl chloride (PVC) Schedule 40, Type 1, Grade 2 (PVC 1220).

2) Plastic pipe fittings and connections shall be PVC Schedule 40, except nipples, which shall be Schedule 80.

3) If existing galvanized steel pipe and galvanized steel pipe fittings require repair, they shall be identical type and model.

4. The Contractor shall inspect and examine the irrigation system weekly at all locations, while water is on. Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced as needed to restore the system to normal operation. This shall also apply in times of service failure for any reason.

5. At the sole discretion of the City, irrigation controllers shall be replaced when determined to be inoperable and no longer functional. If approved, City shall be responsible for cost of replacement, and Contractor shall bear sole responsibility for labor and related materials necessary for installation of said replacements.

6. All mainline repairs shall be inspected by the City Representative prior to backfilling to approve quality of backfill and compaction.

7. Since water requirements of plants vary according to the season, plant variety and soil conditions, the Contractor and City shall consider the variation in size of plants, roots, soils, irrigation components and weather conditions when making water determination requirements. Extremely close attention shall be paid to the water demands of plants as influenced by their exposure to sun, wind, shade and geographic location. All landscaped and turf areas shall be irrigated as required to promote vigorous and healthy plant growth.

8. Contractor shall furnish the necessary labor to provide watering of all turf and landscape areas.

9. Contractor shall use a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones (as directed in writing by the City).

10. Excessive watering shall be avoided to mitigate water run-off onto roads, sidewalks, parking lots, recreation use areas, and areas designated for special events and programs. Special attention shall be given to the relationship of conditions that affect day and night watering.

11. Contractor shall be responsible for the programming of the automatic controllers as directed by the City Representative. Central Control irrigation management systems shall be the responsibility of the City controlled jointly with the contractor City may request a change of programming at any time.

12. Contractor shall prevent water from over-spraying onto walls, walkways, parking lots, streets and private property. For this purpose, the Contractor shall provide the necessary repair, replacement, and component adjustment as required of all sprinkler heads, nozzles, swing joints and pipe risers. In cases where irrigation system design features makes this impractical or impossible, the Contractor shall provide, at no cost to the City, a recommended plan of component changes and/or a cost estimate for installation of the changes needed for the purpose of mitigating the undesirable over-spray.

13. All repairs, adjustments, cleaning or replacements of any part of the system that cannot be completed within two (2) hours of detection, shall be immediately reported to the City, and provisions made by Contractor to complete said repair prior to the close of the next regular business day. Additional time may be granted at the sole discretion of the City.

14. Conditions that may create a public hazard Contractor shall take immediate action and immediately reported to the City.

15. If an automatic irrigation system or a portion of a system should malfunction, the Contractor shall provide manual operation of that system for a period of time until the system is restored to normal operation.

16. At the request of the City, Contractor shall identify and mark the location of sprinkler heads with provided flags, at no additional cost to City, to assist with improvement projects.

H. IRRIGATING AREAS: It shall be the responsibility of Contractor to maintain, operate, and adjust watering schedule to weekly evapotranspiration (ETo) weather station reports as specified below, or as otherwise directed by City Representative, including but not limited to adjusting irrigation controllers and timers.

1. Watering

a. Watering of the turf areas shall be done pursuant evapotranspiration (ETo) requirements or by Central Control irrigation management systems The Contractor shall provide ETo data, weekly to manually programmed automatic irrigation controllers

1) The automatic irrigation controllers shall be set to accommodate ETo watering frequency which allows the conditions of the above to be satisfied, but which precludes wetting of the soil to the point of saturation.

2) Monday through Thursday, the automatic irrigation controllers shall be set to water during the hours of 10:00 p.m. and 7:00 a.m., unless park use prohibits, or the City Representative directs an alternative schedule in writing. No regularly scheduled irrigation shall be permitted Friday 9:00 a.m.

through Sunday 10:00 p.m.

3) Exception to the above shall be directed by the City Representative in writing.

4) Contractor shall make adjustments to sprinkler heads as required to keep over-spray of sprinklers from walls and excessive run-off on sidewalks, and streets.

5) Over watering, which is represented by excessive run-off, over saturation, or high use rates caused by the Contractor's negligence, may result in liquidated damages for water costs incurred by City.

6) New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.

2. Watering of Shrub Areas

a. The automatic irrigation controllers shall be set to water the shrubs at a rate which is determined by local ETo data, as approved in writing by the City Representative.

3. Watering of Ground Cover Areas: Ground cover areas will be watered at a frequency determined by local ETo requirements, as approved in writing by City Representative.

a. The automatic irrigation controller shall be set at a watering frequency which allows the condition of above to be satisfied, but which minimizes water run-off onto the street and eliminates over-spray onto buildings, walls and walks.

b. The automatic irrigation controllers shall be set at a watering frequency which allows the condition of above to be satisfied but which precludes watering of the soil to the saturation point.

c. The shrub and ground cover areas shall be watered between 9:00 p.m. and 7:00 a.m., unless the City Representative directs an alternate schedule in writing.

d. Watering of flower areas shall correspond to that of the ground cover areas or as directed by the City Representative in writing.

4. Irrigation Reports: The Contractor shall maintain and submit to the City representative in writing.

a. Irrigation Controller Program Log: To be completed when and submitted to the City Representative within one business day of an irrigation program schedule is not pursuant to ETO setting program.

b. Vandalism Report: As stated in Section H.1., Contractor shall prepare a written vandalism report with a description of the location, date and time observed, item(s) or component(s) damaged or stolen, and the number of components involved. Report shall be submitted within one working day.

5. Irrigation Repairs: Non emergency irrigation repairs shall be completed by Contractor within eight (8) hours of reported problem using City approved materials, supplied by the Contractor. Emergency irrigation repairs, as determined by the City Representative shall be repaired or at a minimum contained within the same day as reported.

6. Repair Inspection: City irrigation inspections may occur within one working day of notification of services or repair completion. City Representative will inspect and verify performance and service of repair. Should such inspections find deficient performance or service failure, the Liquidated Damages clause of this Contract can be enacted at City's sole discretion.

7. Irrigation Materials:

a. All replacement materials are to be identical type, model and make unless a substitute is approved in writing by the City Representative.

b. Contractor shall maintain an adequate inventory of medium-to-high usage stock items for repair of the irrigation systems.

c. Contractor shall implement repairs in accordance with all effective warranties, and with no additional payment.

d. All materials are to be new and identical to existing materials, per these specifications, unless otherwise approved in writing by the City Representative.

8. Irrigation Trained Personnel: The Contractor shall provide irrigation personnel fully trained in all phases of landscape irrigation system operations, maintenance, adjustment, repair and can meet irrigation demands of the City. This is to include diagnosis and repair of controllers (motors, switches and fuses) valve wires, control valves, lateral lines, gate valves, main lines, strainers, moisture sensors, master valves and electric pedestals.

9. Irrigation During Inclement Weather: Contractor will as directed by the City Representative, adjust irrigation controller to the "OFF" position during forecast and periods of inclement weather. The Contractor will be responsible to return controllers and timers to the "ON" position when "ETo" demands indicated conditions are appropriate.

I. MAINTENANCE OF SHRUB, GROUND COVER AREAS

1. Scope: The Contractor shall be responsible for trimming and weeding all Parks every other week. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

2. Shrub and Ground Cover: Shrub and ground cover areas shall be cultivated and kept litter free. Ground cover shall be kept neat in appearance and confined within curbs and intended borders. Planters containing wood chips or bark mulch shall be confined curbs and intended borders and replenished with wood chips or bark mulch supplied by the City as needed.

J. MAINTENANCE OF TREES AND SHRUBS

1. Scope: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees care within parks. Tree care, as specified in this Contract, is limited to the removal of sucker growth, spouts, and limbs that obstruct the right of way and/or present a potential hazard, originating from the tree trunk, from the ground to the eight feet.

2. Maintenance of Trees and Shrubs: Shall be in accordance industry and International Society of Arboriculture (ISA) standards, and the standards and practices acceptable to the City, consistent with the guidelines furnished below:

   a. Pruning for removal of dead, damaged or diseased parts.

   b. Pruning trees for removal of water sprouts and suckers as they develop.

   c. Pruning for shape and form shall include lifting of low tree branches to prevent hazards.

   d. Pruning shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, per standard plans.

   e. Shrubs shall be pruned to provide a neat and shapely appearance. Trimming shall not be excessive and limited to not more than 10% of

growth removed, unless otherwise directed by City. Pruning method shall provide a natural shape.

f. Shrubs shall be maintained at a height no greater than 1 ½ feet from top of curb at designated areas to allow for traffic safety.

3. Tree Trimming:

a. Trimming and pruning shall be performed per the standards of the International Society of Arboriculture (ISA). It is the Contractor's sole responsibility to obtain and practice these pruning standards on all tree work performed. The Contractor agrees to accept all responsibility for the replacement of trees damaged by Contractor's pruning operations, if so determined by the City Representative that replacement is required.

4. Tree / Shrub Replacement: In emergency removal, no tree/shrub shall be removed without prior direction or approval of the City Representative.

a. Trees or shrubs badly damaged and in need of replacement shall be brought to the attention of the City Representative. A report must be submitted for removal to City the same day or next business day.

5. Tree Supports and Stakes: Weekly inspections shall be made of each tree braced by a tree support to insure that the support is intact, and that the tree has not outgrown the support.

a. Tree staking shall be performed in accordance ISA Standards.

b. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached.

c. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City Representative.

d. Tree supports and stakes shall be replaced or removed, as needed, or as directed by the City Representative.

e. Contractor shall inspect all tree wells and remove all broken or unnecessary stakes that create a hazards condition to the public.

f. Where plastic arbor guards have been installed at base of the tree trunk, Contractor shall maintain and replace missing guards as needed.

K. SWALES AND DRAINS:

1. Contractor shall maintain all swales and drains on a weekly basis and Poindexter Skate park swales and drains daily to insure operable flow. Operations shall insure that swales and drains are maintained free of sand, mud, rocks and miscellaneous debris so that water will have an unimpeded passage to its outlet.

2. Drains and collection boxes shall be cleaned and cleared of all debris.

3. Drain grates shall be inspected to restrict hazards. Contractor shall immediately inform the City of any broken or missing grates, and secure same to keep the area safe for public use

L. DRINKING FOUNTAIN AND WATER FEATURE MAINTENANCE: (Parks)

1 Contractor shall clean and disinfect entire fixtures daily.

2. For leaking fixtures the water valve shall be turned off immediately upon detection and reported to the City Representative for repair by City

3. Clogged or stopped-up valves or drains shall be unclogged by the Contractor, and immediately reported to the City Representative.

4. Water valve shall be tested daily to insure that normal operation and water pressure is available for drinking, and report any pressure problems to City Representative.

M. LITTER CONTROL

1. Daily, Contractor shall provide complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, fallen tree branches and miscellaneous debris. This includes all park areas including limited to hardscape surfaces, developed and undeveloped areas, walkways, parking lots, roadways, along fence lines, between and around planted areas, steps, planters, drains, catch basins, parking lots, areas on park slopes from the toe to top of slope playgrounds, and turf areas.

2. Contractor is responsible for recycling. All green waste cuttings, weeds, leaves, and other yard wastes as defined in the Moorpark Municipal Code, shall be delivered to the Moorpark Public Services Facility and disposed of in the proper recycling bin. Under no circumstance shall Contractor dispose of any refuse, recyclables, or green waste that was not generate from the performance of this Contract in City supplied solid waste containers or bins.

3. Litter pickup shall be completed as early in the day as possible, but in no event later than 10:00 a.m.

4. Litter shall be removed from hiking trail and on either side of pathways all

5. Litter picked up on site shall be placed in City supplied refuse bins and not in public use trash containers.

N. TRASH AND MUTT-MITT CONTAINERS

1. Trash and Mutt-Mitt container receptacles in City parks, shall be emptied when they at 50 percent full, but no less than weekly. Trash can liners shall be placed in appropriate trash bins. Liners shall be replaced no less than weekly and shall be black in color and mill or better to contain trash without tearing.

2. Park trash container receptacles shall be cleaned as needed to avoid concentrations of insects.

O. TRASH BINS

1. A designated trash bin will be provided by City, and located at locations determined by the City.

2. Contactor shall not dispose of any solid waste refuse, recyclables or green waste in bins provided by the City that is not generated by way of this Contactor.

3. Where provided by City, solid waste bins shall be stored in trash bin enclosures. Contractor shall be responsible cleaning trash bin enclosures of all trash and accumulated debris to provide a surface that is clean of foreign matter, green waste, and food spills on a daily basis. By the end of each work day the trash bin enclosure gates shall be closed and locked.

P. RESTROOM MAINTENANCE: (Parks) Restrooms shall be opened and cleaned thoroughly on a daily basis Monday through Friday. Any equipment that has been vandalized or is in need of repair or any graffiti observed, shall be immediately reported to the City Representative. All restroom facilities shall be cleaned and in operation no later than 8:00a.m. each day Contractor shall open restrooms as early as 7:00 a.m. if requested by City.

Upon opening, restroom doors shall be locked in the open position. If lock is not operable, Contractor shall notify City Representative immediately.

The restrooms shall be provided with all necessary supplies to keep restrooms operational Monday through Friday, including restroom hand soap (if soap dispensers are provided by City), paper towels (if towels dispensers are provided by the City), and toilet paper, by the Contractor, at Contractor's cost. City shall reserve the right to approval the quality of the supplies used. All litter containers located inside or adjacent to the restroom shall be emptied daily. City will be responsible for restroom supplies used on Saturday, Sunday and approved holidays.

During inclement weather and upon the direction of the City Representative, Contractor may be instructed to keep restrooms locked.

The Contractor is responsible for thoroughly cleaning daily each item listed:

1. Pick up and disposal of litter in and around restroom facility.

2. Empty trash receptacles and replace liner(s)with 1.5mill or better

3. Sweep floor.

4. Clean walls and ceiling with a disinfectant detergent. This includes tile and grout.

5. Wash and disinfect partitions.

6. Remove graffiti with an approved graffiti remover. If this fails, notify the City Representative within 2 hours of determination.

7. Clean sinks with a disinfectant detergent.

8. Clean mirrors.

9. Clean and disinfect urinals.

10. Clean and disinfect commodes.

11. Restock toilet paper, with a 2-ply tissue and paper towels with white multifold 9.1/5"x 9.2/5" (Acclaim), etc.

12. Wet mop/hose the entire floor surface using an approved detergent disinfectant. Dry the floor with a dry mop before opening to the public.

13. Remove any offensive odors.

14. Any acts of vandalism or theft shall be immediately reported when discovered to the City Representative.

15. Contractor shall leave restrooms locked during inclement (rain) weather conditions if directed by the City Representative. Restrooms will be re-opened as conditions change and park use becomes apparent, at the direction of City.

16. Contractor shall report all water leaks immediately upon discovery, and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by City.

17. Any observations electrical problems such as damaged outside building security lights, hand dryers, etc., shall be reported immediately upon discovery.

18. Remove spitballs, cobwebs, and other foreign materials form doors, wall, ceilings, partitions, vents, etc.

19. When fixtures are determined to be inoperable Contractor shall cover said fixture with a black plastic can liner, tape close the edges, and immediately notify the City Representative.

Q. RECREATIONAL/ATHLETIC FIELDS:

1. The Contractor shall check all athletic and recreational sports fields and related amenities at least once daily, removing litter, rocks, debris and obstructions.

2. Contractor shall be responsible to report conditions, which are below operable standards or where signs of damage, vandalism, and wear have occurred to backstops, chain link fences, benches, bleachers, and light poles and fixtures.

3. Brick dust infields and decomposed granite areas (inclusive of designated paths and trails) shall be level and kept free of weeds, trash, surface ruts and debris. Contractor shall clean all bleachers and dugout areas daily using an air broom. Such work shall be performed before 11:30 a.m.

4. Contractor shall be responsible to remove graffiti that can be removed with an approved solvent. Such removal shall take place within two (2) hours of observance. The City will be responsible for all other graffiti and the Contractor shall be responsible for reporting said graffiti to City immediately upon observance.

R. HARDSCAPES

1. All hardscapes such as, but not limited to, sidewalks, steps, walkways, ramps, curb and gutters, and walls adjacent to City Parks shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe.

2. The Contractor shall be responsible for weekly sweeping or blowing of concrete surfaces, parking lots and walkways adjacent to all areas.

3. Patios, sidewalks, walkways, and entry points at Arroyo Vista Community Center facilities shall be kept clear of all hazards.

S. PICNIC AREAS/SHELTERS:

Daily Maintenance

1. Picnic tables, benches, concrete slabs, and trash containers shall be cleaned and sanitized to insure safe use by the public.

2. Vandalism and damage observed to picnic tables, benches, concrete slabs, and trash containers shall be reported immediately to the City Representative upon detection.

3. Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed daily. Contractor shall ensure that burned charcoal and ashes are cool and safe to dispose of in refuse bin.

4. The entire picnic area, including shelters, shall be kept free of broken glass, cans, paper, etc.

5. Empty all trash containers. Contractor shall supply all trash can liners at own expense.

6. Remove all tacks, tape, staples, strings, balloons, banners, etc., and other objects adhered to tables, benches, shelters, restrooms, and other picnic amenities

T. SAND PLAY AREAS / PLAYGROUND EQUIPMENT:

1. All playground sites and equipment shall be inspected at the start of each business day and before 8:00 a.m. Monday through Friday. Any signs of vandalism, damage, graffiti or hazardous condition observed by Contractor shall be reported immediately to City Representative.

2. The entire area shall be cleaned and neatly groomed daily; sand areas shall be raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed from sand and wood chip play lots. All play areas shall be maintained free of weeds, litter, cans, broken glass, and other harmful and unsightly debris.

3. Special attention shall be made to low and "dished out" areas around play equipment. These sand (or wood chips) areas shall be leveled by providing equal distribution from high areas to low areas.

4. During the leveling and distribution of sand (or wood chips) no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.

5. During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.

6. Contractor shall report low sand or wood chips and sand compaction immediately to the City Representative. The City shall have responsibility to replenish sand or wood chips and relieve sand compaction.

7. Rubber resilient surfaces (rubber matting) shall be thoroughly swept to remove sand, silt and debris following each litter and debris removal daily. Any cracks, tears, rips or holes shall be reported immediately to the City Representative upon detection.

8. The City is responsible for sand play areas and playground equipment maintenance on Saturday and Sundays

U. SWEEPING OF RECREATION HARD COURT AMENITIES:

1. Contractor shall sweep all hard courts including, but not limited to, basketball courts, roller hockey courts, skate park (tennis courts are addressed separately), and adjacent hardscape on a daily basis between 7:00 a.m. and 10:00 a.m. so as not to interfere with normal play activity. Court surface shall be dry and ready for play upon completion. Cleaning shall include but not be limited to sweeping, litter pick-up, cleaning of spills, spot washing with water as needed to keep court surface clean and ready for play.

2. Sweeping shall include the removal of all foreign objects from hard court areas including but not limited to, leaves, pine needles, rocks, dirt, liter, sand, food waste, gum, broken glass, etc.

3. Methods for sweeping of designed areas may require one or all of the following:

   a. Back pack blowers

   b. Vacuums

   c. Brooms

   d. Rakes

4. Supplemental hand sweeping may be necessary for corners and other areas inaccessible to power equipment.

5. Tennis Courts

   a. Tennis court gates shall be unlocked and opened by 7 a.m. and courts cleaned daily between 7:00 a.m. and 10:00 a.m. Daily cleaning shall include but not be limited to broom sweeping, litter pick-up, cleaning of

spills, spot washing as needed to keep court surface clean and ready for play upon completion.

b. Contractor shall provide, at Contractor's expense, all tools and equipment necessary to perform the above mentioned cleaning activities.

c. In the event of inclement weather and upon the direction of the City, the Contractor may be directed to keep the tennis courts locked.

V. GRAFFITI

1. On a daily basis, Contractor shall immediately report all graffiti upon detection to City Representative. The City Representative shall determine if graffiti requires photographing and police reporting prior to removal after determination the Contractor shall be responsible for removing graffiti that can be removed using a solvent specially formulated for graffiti removal and approved for such use by the City. If graffiti cannot be removed with said solvent, Contractor shall notify City immediately upon observance and City shall be responsible for removal. Special attention shall be given to the following areas upon the Contractor's first arrival to the designated work site:

a. Facility marquee signs.

b. Facility signage, such as parking and rule signs.

c. Picnic areas, gazebos, patios, tables, and benches.

d. Restrooms; complete inside and outside.

e. Playground equipment.

f. Drinking fountains.

g. Hard court surface areas. (Excluding painted court surfaces)

h. Exterior wall surfaces.

i. Concrete walkways and parking lots.

j. Door surfaces.

k. Curb and gutter in parking lots.

l. Fences and block walls.

m. Trash enclosures.

n. Trash can receptacles.

o. Stairs and hand rails.

p. Bleachers.

q. Softball field back stops

2. All materials and processes used in graffiti eradication shall be non-injurious to applied surfaces, and areas adjacent to graffiti abatement and approved by the City and CAL-O.S.H.A.

3. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. Contractor shall use materials, and methods of application, as provided and approved by City.

4. Contractor is not required to sandblast or paint graffiti.

5. Contractor shall clean spills, spatters, and runs from removal operations as a part of each operation.

W. SERANATA TRAIL (approximately 1.5 miles)

1. Bi-weekly maintenance. Contractor shall rake-over and remove all trail ruts, remove trash, and report all graffiti and potential trail hazards to City Representative

2. Monthly maintenance. Contractor shall remove all weeds from trail path, and trim 2 feet to both sides of trail.

EXHIBIT C

PARK SITE DESCRIPTIONS AND LOCATION MAPS

CITY PARKS SITE DESCRIPTIONS	SIZE	MAP
1. Arroyo Vista Community Park **4550 Tierra Rejada Road** Located northeast of Moorpark High School.	69 Acres	A
2. Campus Park **14900 Harvard Street** Located at the south end of Duke Street.	2.5 Acres	D
3. Campus Canyon Park **6970 Campus Canyon Drive** Located at the corner of Collins Drive and Campus Canyon Drive.	5 Acres	D
4. Community Center Park **799 Moorpark Avenue** Community Center Park.	.75Acres	C
5. Country Trail Park **11701 ½ Mountain Trail Street** Located on the north side of Mountain Trail Street, west of Arroyo West School.	8 Acres	A
6. College View Park (Griffin Park) **15400 Campus Park Drive** Located at the corner of Campus Park Drive and Collins Drive.	5.5 Acres	D
7. Glenwood Park **11800 Harvester Street** Located on the south side of Harvester Street.	4.5 Acres	A
8. Magnolia Park **296 Magnolia Street** Located on Charles Street and Magnolia Street	1 Acre	P C

9. Mammoth Highlands Park **7000 Elk Run Drive** Located on the north side of Elk Run Drive.	6.9 Acres	C
10. Miller Park **4530 Miller Parkway** Located on the east side of Miller Parkway. To include Seranata Trail.	6.5 Acres	B
11. Monte Vista Park **4200 Spring Road** Located on the west side of Spring Road, north of Christian Barrett.	5 Acres	B
12. Mountain Meadows Park **12432 ½ Mountain Meadow Drive** Located at the corner of Mountain Meadow Drive and Mountain Trail Court.	8 Acres	A
13. Peach Hill Park **13200 Peach Hill Road** Located at the corner of Christian Barrett Road and Peach Hill Road.	10 Acres	B
14. Poindexter Park **500 Poindexter Avenue** Located south of Poindexter Avenue, west of Chaparral School.	7.5 Acres	C
15. Tierra Rejada Park **11900 Mountain Trail Street** Located at the southeast corner of Tierra Rejada Road and Mountain Trail Street, including street parkways.	8 Acres	A
16. Veterans Memorial **608 Spring Road** Located at the corner of Flinn Avenue and Spring Road.	.3 Acre	C
17. Virginia Colony Park **5600 Condor Place** Located at the corner of Condor Drive and Virginia Colony.	1.5 Acres	D

18. Villa Campesina Park **4704 Leta Yancy Road** Located at the end of Leta Yancy Road.	.5 Acre	A

ATTACHMENT 2

Project No._____

Purchase Order No._____

CITY OF MOORPARK
ADDITIONAL SERVICES AUTHORIZATION (ASA) NO._____
Change Order for Agreement Between the City of Moorpark and

_____

for _____

PROJECT NAME:_____

PROJECT LOCATION:_____

DESCRIPTION OF SERVICES TO BE PROVIDED: _____

TIME SCHEDULE:
Service to be complete within _____days of authorization.

COMPENSATION PROVISIONS:
_____Hourly Rate of_____not to exceed_____hours without further authorization.
_____Lump sum price, not to exceed $_____without further authorization.
_____Time and material, not to exceed $_____without further authorization.

TERMS:

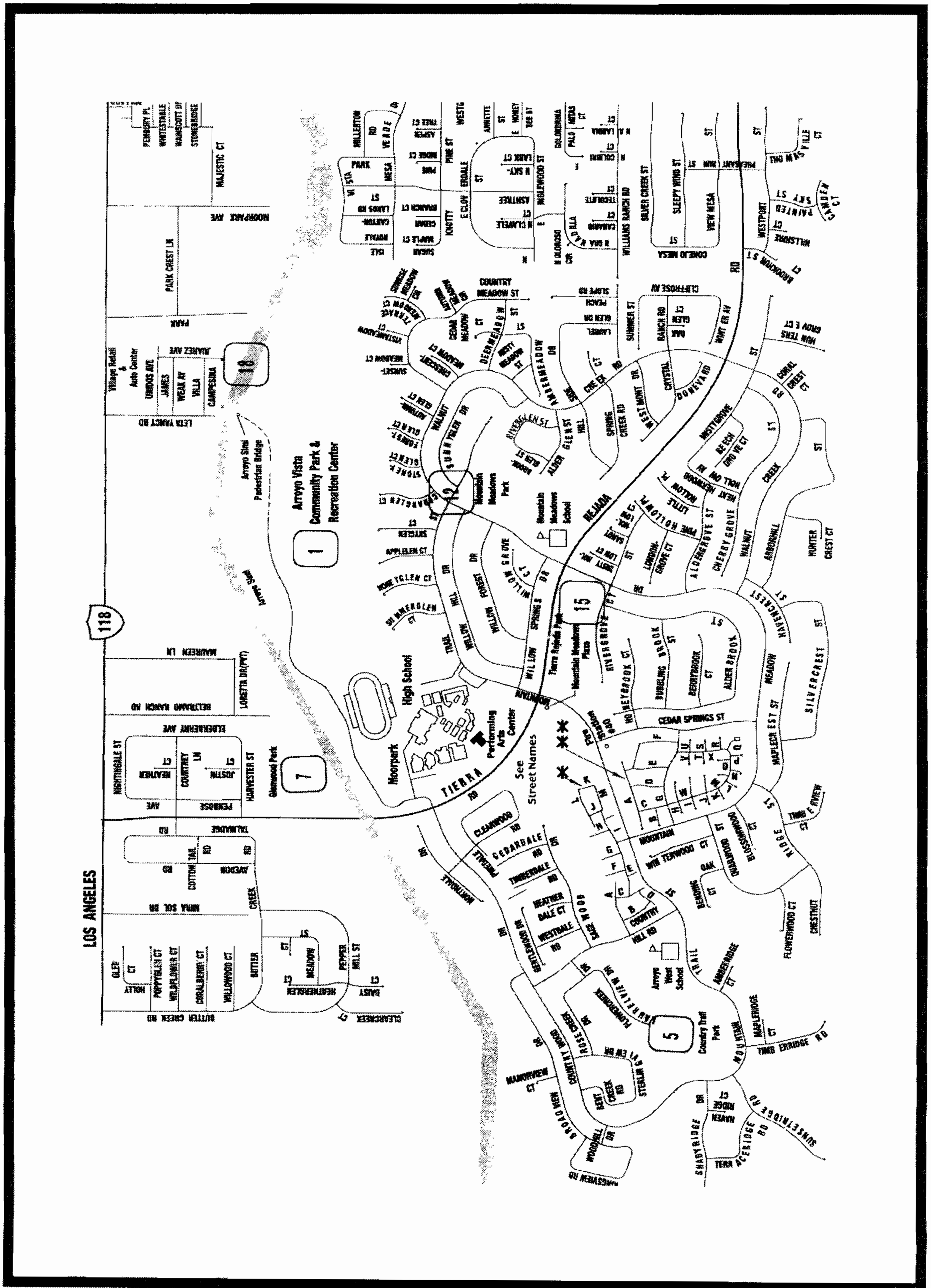
A. Contractor's Proposal must accompany this ASA.
B. Contractor will not receive any additional compensation without written authorization.
C. Either party may terminate this authorization upon giving a ten (10) day written notice of such termination to the other party. In such case, compensation shall be limited to the amount due for work completed up to the time of termination.
D. Proposal price and time schedule good for _____days from date submitted.
E. All provisions of the Agreement between the City and for _____ shall be enforced for services performed under this ASA.

CIY OF MOORPARK		**CONTRACTOR**	
_____		_____	
Steve Kueny, City Manager	Date	Authorized Signature	Date

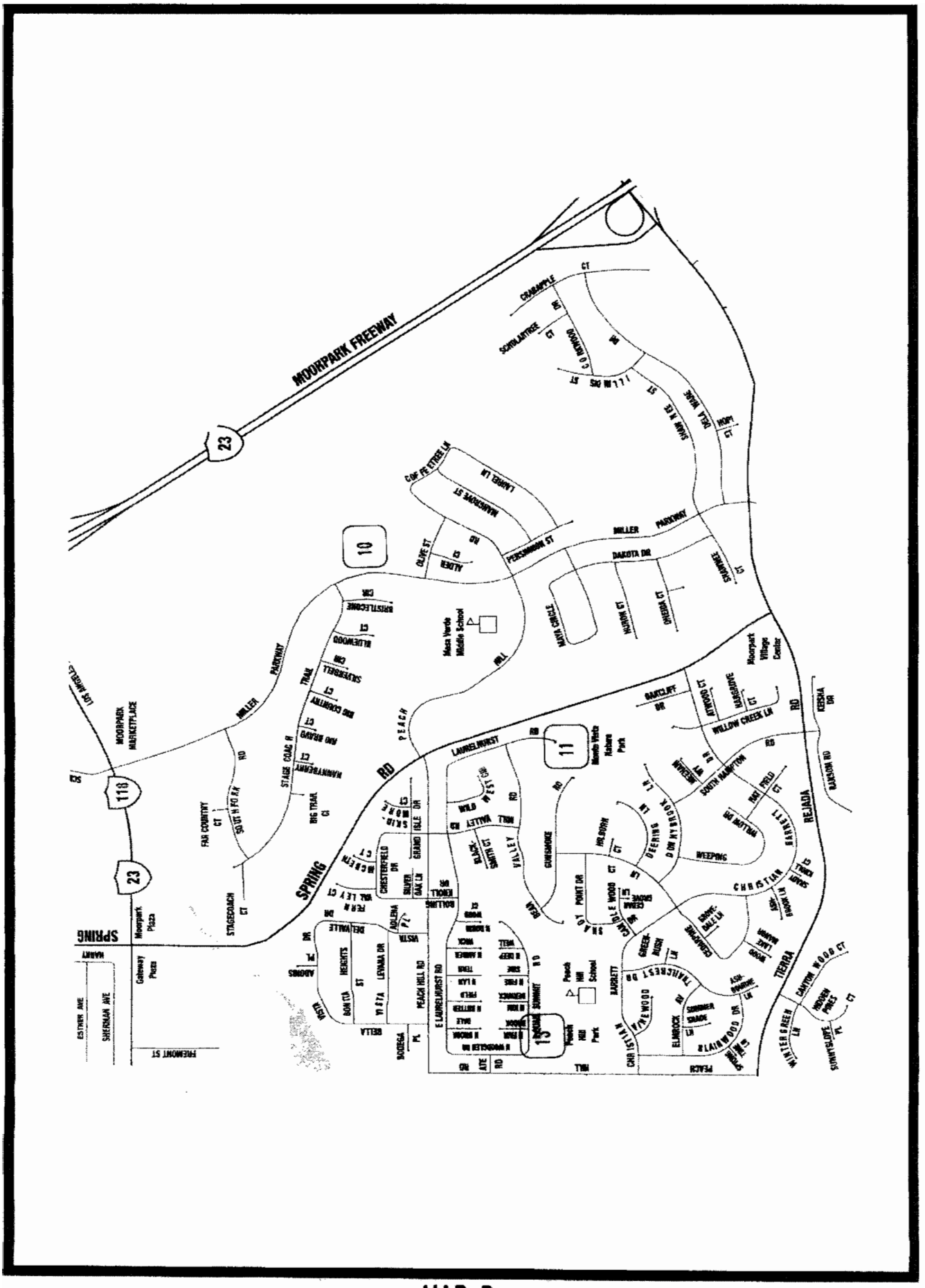
EXHIBIT D

Monthly Compensation

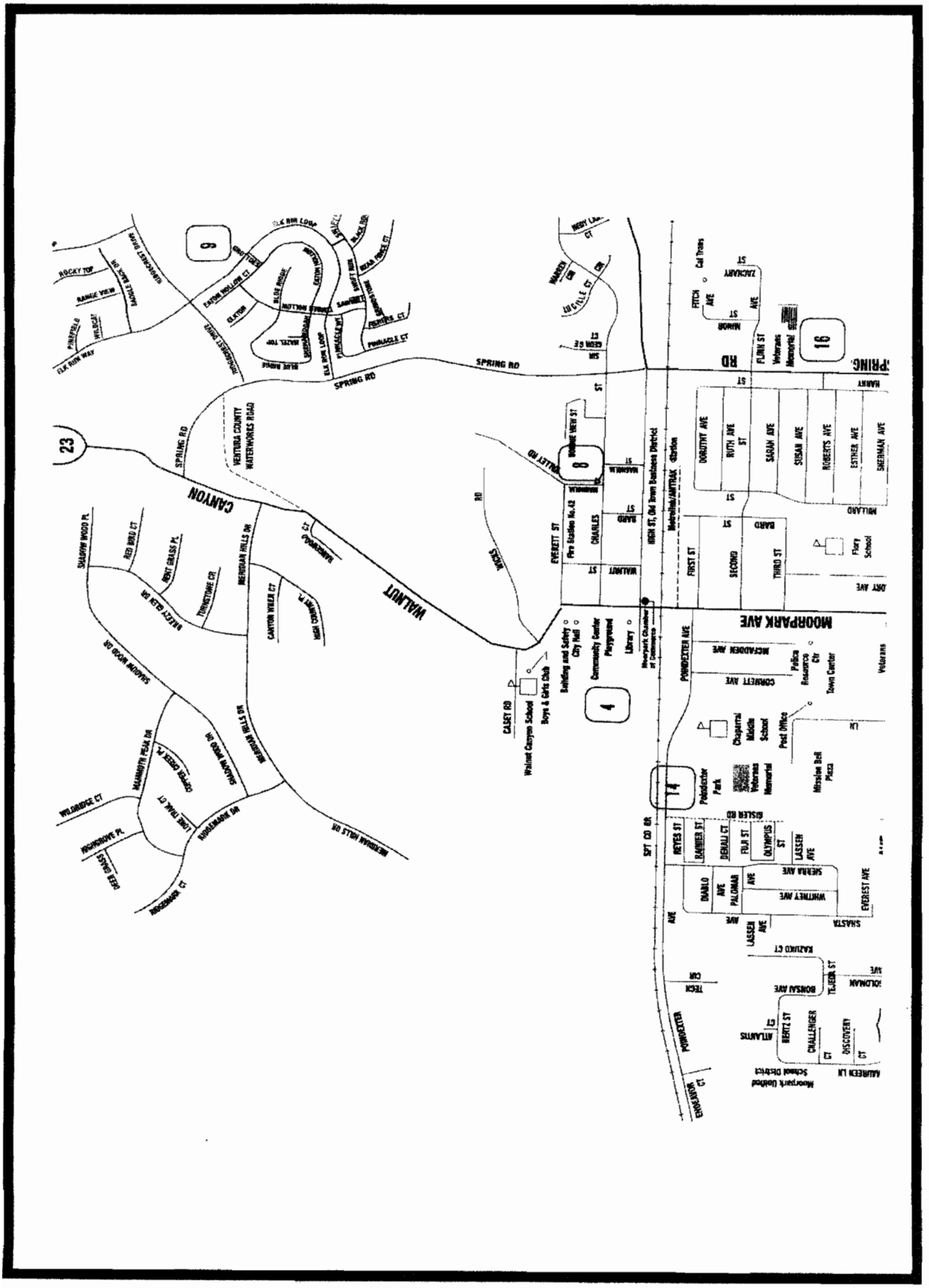
A. PARKS	Account Number	Monthly Bid Amount
1. Arroyo Vista Community Park	2400.7800.7803.9331	
2. Campus Park	2400.7800.7805.9331	
3. Campus Canyon Park	2400.7800.7806.9331	
4. Community Center Park	2400.7800.7802.9331	
5. Country Trail Park	2400.7800.7812.9331	
6. College View Park	2400.7800.7807.9331	
7. Glenwood Park	2400.7800.7813.9331	
8. Magnolia Park	2400.7800.7816.9331	
9 Mammoth Highlands Park	2400.7800.7818.9331	
9. Miller Park	2400.7800.7815.9331	
10. Monte Vista Park	2400.7800.7809.9331	
11. Mountain Meadows Park	2400.7800.7810.9331	
13. Peach Hill Park	2400.7800.7808.9331	
14. Poindexter Park	2400.7800.7801.9331	
15. Tierra Rejada Park	2400.7800.7811.9331	
16. Veterans Memorial Park	2400.7800.7819.9331	
17. Virginia Colony Park	2400.7800.7804.9331	
18. Villa Campesina Park	2400.7800.7814.9331	
19. Serenata Trail	2400.7800.7850.9252	
		Total:


LOS ANGELES
118
Arroyo Vista Community Park & Recreation Center
Moorpark High School
Performing Arts Center
See Street Names
Glenwood Park
Mountain Meadows Park
Mountain Meadows School
Arroyo West School
Country Trail Park
TIERRA REJADA

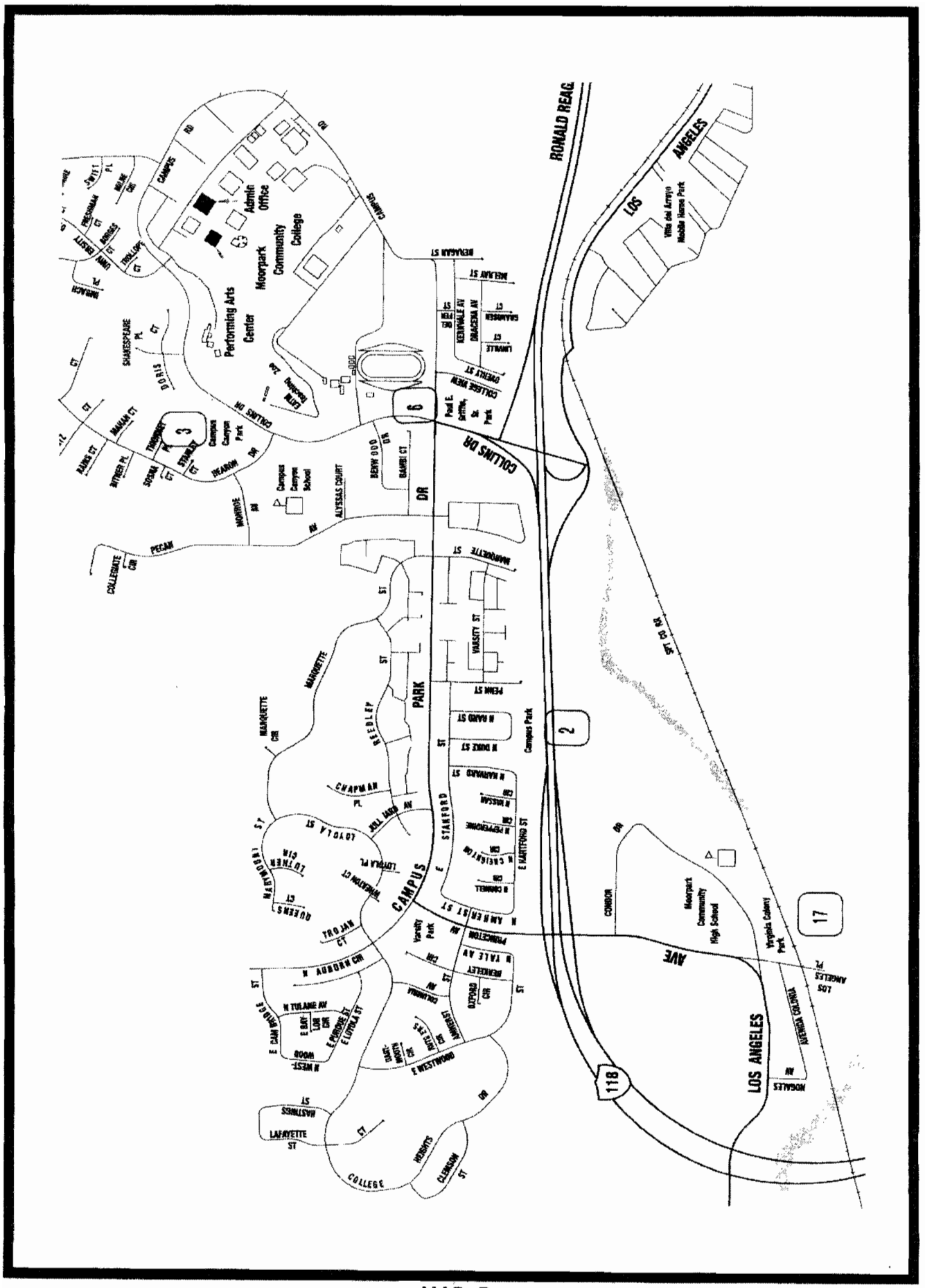
MAP-A


MOORPARK FREEWAY
23
10
11
13
118
SPRING RD
MILLER PARKWAY
PEACH HILL RD
LAURELHURST RD
Mesa Verde Middle School
Moorpark Village Center
Moorpark Plaza
Gateway Plaza
MOORPARK MARKETPLACE
FREMONT ST
ESTHER AVE
SHERMAN AVE
STAGECOACH CT
FAR COUNTRY CT
SOUTH FORK RD
STAGE COACH
BIG TRAIL CT
HANNYBERRY CT
BIG COUNTRY CT
SKYFIRELL CT
BLUEWOOD CT
BRISTLECONE CIR
OLIVE ST
ALDER CT
MANGROVE ST
LAUREL LN
PERSIMMON ST
DAKOTA DR
MAYA CIRCLE
HURON CT
OHEIDA CT
SHAWNEE CT
CRABAPPLE CT
SCHOLARTREE CT
DELA WARE
HOPI CT
KEISHA DR
RANSOM RD
WILLOW CREEK LN
ATWOOD CT
HARGROVE CT
OAKCLIFF DR
SOUTH HAMPTON RD
REJADA RD
WEEPING
CHRISTIAN
TIERRA
CANYON WOOD CT
WINTER GREEN LN
SUNNYSLOPE PL
CHRISTIAN
ELMROCK
SUMMER SHADE
GREENBUSH LN
BARRETT
DEERING
HILBORN
GUNSMOKE
VALLEY
BEAR
SNAGY POINT DR
CHESTERFIELD DR
SILVER OAK LN
GRAND ISLE DR
BOLLING
E LAURELHURST RD
PEACH HILL RD
BELLA
BODEGA PL
VISTA
LEVANA DR
HEIGHTS
BONITA
ADLENA PL
ARDENS PL
DEL VALLE
FERN
VALLEY CT
MCBETH
SKIDMORE
Peach Hill School
Peach Hill Park
Mesa Verde Nature Park

MAP-B


WALNUT
CANYON
SPRING RD
MOORPARK AVE
SPRING RD
ROCKY TOP
RANGE VIEW
PINEFIELD
ELK RUN WAY
ELK RUN LOOP
EATON HILLTOP CT
EATON HILLTOP
BLUE RIDGE
HAZEL TOP
BLUE RIDGE
ELK RUN LOOP
PINNACLE CT
PINNACLE CT
PEAKS CT
BLACK OAK
BEAR RIDGE CT
SPRING RD
VENTURA COUNTY WATERWORKS ROAD
SHADOW WOOD PL
RED WOOD CT
BENT GRASS PL
TOWNSTONE CIR
MERIDIAN HILLS DR
CANYON VIEW CT
HIGH
MERIDIAN HILLS DR
SHADOW WOOD DR
MAMMOTH PEAK DR
CRYSTAL CREEK PL
LONE TREE CT
SHADOW WOOD DR
MERIDIAN HILLS DR
WILDRIDGE CT
HIGHGROVE PL
DEER GRASS
MERIDIAN CT
CASEY RD
Walnut Canyon School
Boys & Girls Club
Building and Safety
City Hall
Community Center
Playground
Library
Moorpark Chamber of Commerce
EVERETT ST
Fire Station No. 42
CHARLES
WALNUT ST
BARD ST
HIGH ST, Old Town Business District
Metrolink/AMTRAK Station
FIRST ST
SECOND
THIRD ST
DOROTHY AVE
RUTH AVE
SARAH AVE
SUSAN AVE
ROBERTS AVE
ESTHER AVE
SHERMAN AVE
FLORIN ST
Veterans Memorial
FITCH AVE
ZUCKARY ST
Cal Trans
Flory School
MOORPARK AVE
PONDEXTER AVE
MCFADDEN AVE
COMNETT AVE
Police Resource Ctr
Town Center
Veterans
Chaparral Middle School
Post Office
Meadow Bell Plaza
Peabodytor Park
Veterans Memorial
SPT CO RD
REYES ST
RAMIREZ ST
DEBALI CT
FILA ST
OLYMPUS ST
LASSEN AVE
DIABLO AVE
PALOMAR AVE
SIERRA AVE
WHITNEY AVE
EVEREST AVE
SHASTA AVE
LASSEN AVE
KAZUKO CT
TECH CIR
PONDEXTER
BONSAI AVE
TOLEDO ST
SOLOMAN AVE
ATLANTIS CT
HERTZ ST
CHALLENGER CT
DISCOVERY CT
Moorpark Unified School District
MAUREEN LN
ENDEAVOR CT

MAP-C


RONALD REAG
LOS ANGELES
Villa del Arroyo Mobile Home Park
Admin Office
Moorpark Community College
Performing Arts Center
CAMPUS RD
COLLINS DR
Campus Canyon Park
Campus Canyon School
ALYSSAS COURT
BENWOOD DR
BAMBI CT
MARQUETTE ST
VARSITY ST
PENN ST
N RAND ST
N DUKE ST
Campus Park
CAMPUS PARK
STANFORD
E HARTFORD ST
N AMHERST ST
PRINCETON AV
N YALE AV
BERKELEY CIR
OXFORD CIR
Varsity Park
CHAPMAN PL
LOYOLA ST
LOYOLA PL
TROJAN CT
N AUBURN CIR
N TULANE AV
E CAMBRIDGE ST
E LOYOLA ST
E WESTWOOD
HASTINGS ST
LAFAYETTE ST
COLLEGE
HEIGHTS
CLEMSON ST
CONDOR DR
Moorpark Community High School
Virginia Colony Park
AVE
LOS ANGELES
AVENIDA COLONIA
NOGALES AV
SPT CO RR
118
17
2
3
6

MAP-D

EXHIBIT B

CITY OF MOORPARK

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS

CONTRACT DOCUMENTS AND SPECIFICATIONS

for Landscape Maintenance Services

City of Moorpark
799 Moorpark Avenue
Moorpark, California

April 7, 2011

City of Moorpark
CONTACT: Jeremy Laurentowski
Landscape/Parks Maintenance Superintendent
799 Moorpark Avenue
Moorpark, California 93021
(805) 517-6385

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NOTICE INVITING SEALED BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES
CITY OF MOORPARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 10:00 a.m. on the 6th day of May, 2011, at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

The Scope of Work for this project consists of providing all labor, services, and furnishing all materials, tools, equipment, supplies and transportation as necessary for the performance of scheduled landscape maintenance services in landscaped parkways, medians, slopes and miscellaneous City properties in accordance with contract provisions and specifications attached hereto and made a part of this Notice.

A mandatory pre-bid conference will be held at the Moorpark Public Services Facility, 627 Fitch Avenue, Moorpark, CA 93021, Friday, April 22, 2011, at 9:00 a.m. Only those bidders in attendance will be eligible to submit bid proposals. A City tour of all proposed areas will be made available to prospective bidders on Friday, April 22, 2011, between 10:00 a.m. and 3:00 p.m.

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for year one (1). This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance and bonds as identified in this Request for Proposal and execute a contract on the City's standard form.

Bidder must agree to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages where it is applicable.

Prospective bidders may obtain copies of Contract Documents and Specifications for Landscape Maintenance Services from the City of Moorpark, Department of Parks and Recreation, 799 Moorpark Avenue, Moorpark, CA 93021 at a cost of $20.00, plus $5.00 if mailed. No documents will be mailed after Tuesday, April 22, 2011.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, "LANDSCAPE LIGHTING AND ASSESSMENT DISTRICTS - Landscape Maintenance Proposal -- DO NOT OPEN WITH REGULAR MAIL".

All bidders must possess a State of California Contractor's License, Class C-27, and State of California Pesticide License as defined in the contract documents at the time of bid submission to be eligible for the award of contract. Said Licenses must be maintained in good standing throughout the term of the contract. Failure to possess the specified licenses shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with contract documents, and the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license, and required pesticide license with the bid documents.

The Moorpark City Council reserves the right to reject all bids.

This contract is subject to liquidated damages.

All bids must be submitted in conformance with this Notice and with Instructions to Bidders.

The Contract Documents and Specifications will be available for public inspection at the following locations: City of Moorpark, 799 Moorpark Avenue, Moorpark, California, 93021.

Contact: Jeremy Laurentowski, Parks/Landscape Maintenance Superintendent at (805) 517-6385.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS AND SUBMITTAL

The City is soliciting cost proposals for the maintenance of City landscaped parkways, medians, slopes and miscellaneous City properties. The bid form includes a cost for each landscape area and a total for combined costs.

Bids shall be submitted in writing on the forms provided by the City, use of other forms may be cause for rejection of bids. All information requested therein must be clearly and legibly set forth in the manner and form indicated. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of, and justification for, the proposed deviations. Final determination of any proposed deviation will be made by the City in its sole discretion. The proposal forms which must be submitted by bidders include pages 10 through 18.

SCOPE OF WORK

Scope of work to be preformed under contract with the City includes, but is not limited to, labor, services, and furnishing all materials, tools, equipment, supplies and transportation as necessary for the performance landscape maintenance and related services as more fully described in Exhibit A, B, C, and D to the Contract contained herein.

EXAMINATION OF REQUEST FOR PROPOSALS DOCUMENT, BIDDING INSTRUCTIONS AND PROPOSAL, CONTRACT DOCUMENTS, PERFORMANCE REQUIREMENTS, SCOPE OF WORK, AND AREAS TO BE MAINTAINED.

The bidder shall personally examine the site of the work contemplated, specifications, and Contract Documents before submitting a bid proposal, to ascertain the existences of any conditions which may impact the bid proposal. Therefore, it will be assumed that the bidder has personally investigated and is satisfied as to the general and local conditions to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the services, and the requirements of these specifications. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and fully accepts the responsibility for the terms and conditions of the areas to be maintained according to this contract.

PROPOSAL GUARANTEE

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for year one (1). This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance, and bonds as identified in this Request for Proposal and

execute a contract on the City's standard form.

The proceeds of the Bond will become the property of the City if the bidder fails to or refuses to execute the contract within fourteen (14) calendar days after the City has notified the bidder of intent to award the bid or within fourteen (14) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within fourteen (14) days after the bid has been awarded. The bond shall be duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes thereof will be returned upon timely execution of the contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS - Landscape Maintenance Proposal" -- DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger to City Clerk, Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA 93021. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the Agency's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark. Late proposals will not be considered.

In order to guard against premature opening, the bid must be clearly labeled with the bid title, name of bidder, and date and time of bid opening, as stated above.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, incompleteness, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered. Bids with supplemental information or form other than those proposed forms provided by the City may not be considered. Non-substantial deviations may be permitted provided that the bidder submits a full description and explanation of, and justifications for, the proposed deviations. Final determination of whether a proposed alternative or deviation is non-substantial will be made solely by the City at its discretion.

BID WITHDRAWAL

A bidder may withdraw his/her proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time

specified or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

BIDDER QUALIFICATIONS

All bidders must possess the following:

1) A State of California Contractor's License, Class C-27.

2) A Pesticide License issued by State of California Department of Pesticide Regulation Enforcement Branch for pesticide operations to be performed. Copies of said licenses required of bidder must be presented at the time of bid submission to be eligible for the award of contract, and must be maintained in good standing throughout the term of the contract. If contractor plans to utilize the services of a subcontractor to provide pesticide operations, said subcontractor must be identified in bid proposal on the form provided. This shall include all subcontractors; PCA (Pest Control Advisor), and QAC (Qualified Applicator Certificate), or QAL (Qualified Applicator License). Failure to possess the specified license shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license and pesticide license with the bid documents.

The City shall, before awarding a bid, verify that a contractor was properly licensed when the contractor submitted the bid. In the event of a dispute as to the classification of license required the opinion of the California Contractors' State License Board shall prevail.

Bidder must obtain a City Business Registration prior to commencing work under this contract.

COMPETENCY OF BIDDERS

In addition to the bidder's proposed compensation for services, consideration will be given to:

1. Capability and qualifications of the contractor to perform the work including, equipment, support facilities, and qualified personnel;
2. Prior experience in performing services of similar size and scope in a competent and consistent manner including review of references of previous and current contracts; and
3. Financial stability and standing of contractor, and proven competency of the bidder of the performance of the services covered by the bid.

No bid for services will be accepted from a contractor who is not licensed in accordance

with applicable State Law. No award will be made to a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code by the date of the award of contract.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work sites, Contract Documents, Specifications, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City and clarified prior to the submission of proposals. Neither the City nor any of its officers, employees or servants assumes any responsibility for errors or misinterpretations resulting from the receipt or use of an incomplete set of contract documents or addenda. The bidder must satisfy themselves that they have received a complete set of contract documents and addenda.

Written addenda shall be the sole means for modifying the Contract Documents prior to the bid opening. The City shall not be bound by oral communications purportedly modifying or interpreting the Contract Documents regardless of when or by whom such oral communications are made and bidder should not rely upon such oral communications in preparing their bid.

PREVAILING WAGES

Bidder must agree to abide by the requirements under Section 1773 of the Labor Code of the State of California for prevailing wages.

AWARD OF CONTRACT

At its sole discretion, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of sixty (60) days, all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

TIME FOR COMMENCEMENT AND COMPLETION

This is a twelve (12) month contract (July 1, 2011 through June 30, 2012), with an option for three (3) additional one-year terms, at the City's discretion. An Agreement in substantially the same form as the Sample Agreement included in the Contract Documents, shall be signed by the successful bidder and returned to the City Clerk's Office, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA, together with the insurance

certificates and endorsements and contract bonds within fourteen (14) calendar days, not including Sunday, after mailing by City of the Notice of Award of Contract.

The bidder warrants that he/she possesses, and has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, County, City and Special District laws, ordinances, and regulations. Refusal or failure to deliver an executed Agreement, Bonds, and Insurance in the form provided in the Contract Documents and approved by the City within fourteen (14) calendar days, as identified above, shall be just cause, at the City's sole option, to annul the award. In such an event, the City may successfully award the contract to the next lowest responsible and responsive bidder until a properly executed contract is obtained, or it may at any time reject all remaining bids and proceed as provided by law. No bid shall be considered binding upon the City until the execution of the Agreement by the City.

FAILURE TO ACCEPT CONTRACT

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled; any bid security will be forfeited in accordance with the Bid Terms and Conditions, and Special Bid Terms and Conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible bidder who shall fulfill every term and condition of the bid documents.

CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City, which may be withheld at the City's sole discretion.

NON-DISCRIMINATION

In the performance of the terms of this contract, the bidder agrees that he/she will not engage in, nor permit such subcontractors as he/she may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, medical condition, or marital status of such persons. Bidders will comply with all non-discrimination laws.

NON-COLLUSION AFFIDAVIT

Each bidder shall submit a statement of non-collusion affidavit to be executed by bidder and submitted with bid on the form provided in the bid package.

PREVAILING WAGES AND MINORITY GROUP SKILL UPGRADE AND EMPLOYMENT

Bidders are hereby notified that pursuant to the provisions of the California Labor Code section et seq., copies of the determination of the Director of the Department of Industrial Relations of the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work are on file and available to any interest person upon request at the Parks, Recreation, and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html. , and are hereby incorporated herein and made a part hereof as though set forth in full.

Contractor is fully responsible to ascertain the rates of wages he/she will be required to pay throughout the execution of all work under the contract and to comply with all regulations pertaining to prevailing wages.

PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES

TO THE CITY OF MOORPARK, as City:

In accordance with Agency's Notice Inviting Sealed Bids, and the instructions to bidders, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor, transportation and incidentals required for the above stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites and all contract documents. If this proposal is accepted for award, bidder agrees to enter into a contract with Agency at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Agency of the guarantee accompanying this proposal.

Bidder understands that a bid amount is required in a manner set forth in the Bid Schedule solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days, not including Saturdays, Sundays and legal holidays, after the Agency has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the Agency's option, shall be considered null and void.

Contractor's Name_____

Authorized Signature_____

Signer's Title_____

BID SCHEDULE – PART A

LANDSCAPE MAINTENANCE SERVICES

CITYWIDE ASSESSMENT ZONE

DESCRIPTION		Monthly Bid Amount		Monthly Bid Amount
No.		(year 1 of contract)		(years 2 - 4 of contract)
1	Poindexter Avenue (CW1)	$		$
2	Tierra Rejada Road Parkways (CW2)	$		$
3	Tierra Rejada Road Median Islands (CW2a, 2b, 2c, 2d)	$		$
4	Mountain Trail Street Median Islands (CW3a)	$		$
5	Fountain (CWF)	$		$
6	Spring Road Parkways – South of LA Avenue (CW4)	$		$
7	Spring Road Median Islands – South of LA Avenue (CW4a, 4b)	$		$
8	High Street (CW5)	$		$
9	Los Angeles Avenue at Millard Street (CW6)	$		$
10	Princeton Avenue Parkways (CW7)	$		$
11	Princeton Avenue Median Islands (CW7a, 7b)	$		$
12	Campus Park Drive Parkways (CW8)	$		$
13	Campus Park Drive Median Islands (CW8a, 8b)	$		$
14	Campus Park Drive at Collins Drive (CW9)	$		$
15	Los Angeles Avenue at Tierra Rejada (CW10)	$		$
16	Spring Road Parkways – North of LA Avenue (CW11)	$		$
17	Spring Road Medians – North of LA Avenue (CW11a)	$		$
	Total Citywide Assessment Zone Annual Cost	**$**		**$**

BID SCHEDULE – PART B

LANDSCAPE MAINTENANCE SERVICES

ZONES OF BENEFIT

DESCRIPTION		Monthly Bid Amount		Monthly Bid Amount
No.		(year 1 of contract)		(years 2 - 4 of contract)
1	Zone 1 (Tract 2851)	$		$
2	Zone 2 (Tract 2865)	$		$
3	Zone 3 (Tract 3032)	$		$
4	Zone 4 (Tract 3274)	$		$
5	Zone 5 (Tract 3019 & Tract 3025)	$		$
6	Zone 6 (Tract 3306)	$		$
7	Zone 7 (Moorpark Square Industrial)	$		$
8	Zone 8 (Home Acres Buffer Zone)	$		$
9	Zone 9 (Moorpark Business Center)	$		$
10	Zone 10 (Mountain Meadows)	$		$
11	Zone 11 (Tract 4173)	$		$
12	Zone 12 Parkways (Carlsberg Ranch)	$		$
13	Zone 12 Median Islands (Carlsberg Ranch)	$		$
14	Zone 14 (TR 5201)	$		$
15	* Zone 15 Entry statements (TR 4928 Moorpark Country Club Estates): Entry statement areas and parkways on the North and south side of Championship Drive at Walnut Canyon Road and Grimes Canyon Road.	$		$
16	* Zone 15 Median Islands (TR 4928 Moorpark Country Club)	$		$
17	Zone 16 (Tract 5161 Cabrillo)	$		$
18	Zone 18 (Tract 5307 Colmer)	$		$
19	* Zone 20 Parkways and Slopes (Tract 5187 Resmark)	$		$
20	* Zone 20 Median Islands (Tract 5187 Resmark)	$		$
21	* Zone 21 (Tract 5133 Shea Homes)	$		$
22	Zone 22 Parkways and Slopes (Tr 5045 Moorpark Highlands)	$		$
23	* Zone 22 Parkways and slopes (PA-7): South side of Ridgecrest Avenue from Elk Run Loop easterly to the east property line of PA-7 (East of Hightop Street). East side of Elk Run Loop from Ridgecrest Avenue southerly to the property line at Mammoth Highlands Park.	$		$
24	* Zone 22 Multi-use trails (Tr 5045 Moorpark Highlands): West side of Spring Road from Charles Street northerly	$		$

	to Walnut Canyon Road. East side of Spring Road from Ridgecrest Avenue northerly to Walnut Canyon Road. North side of Ridgecrest Avenue from Spring Road easterly to Hightop Street. Adjacent to the east perimeter of the PA-7. Adjacent to the north, east and west perimeter of PA-8/9, including trees and irrigation system.			
25	Zone 22 Median Islands (Tr 5045 Moorpark Highlands)	$		$
	Total Zone of Benefit Annual Cost	**$**		**$**

BID SCHEDULE – PART C

LANDSCAPE MAINTENANCE SERVICES

MISCELLANEOUS PROPERTIES

DESCRIPTION		Monthly Bid Amount		Monthly Bid Amount
No.		(year 1 of contract)		(years 2 - 4 of contract)
1	310 High Street – Metrolink Station	$		$
2	661 Moorpark Avenue	$		$
3	18 High Street	$		$
4	798 Moorpark Avenue	$		$
5	782 Moorpark Avenue	$		$
6	33 High Street	$		$
7	250 Los Angeles Ave	$		$
8	627 Fitch Avenue - Moorpark Public Services Facility (MPSF)	$		$
9	699 Moorpark Ave - Moorpark Library	$		$
10	799 Moorpark Avenue – Moorpark Civic Center	$		$
11	Public Parking Lot @ Moorpark Ave and High Street	$		$
12	* 100 High Street – US Postal Service	$		$
13	* 610 Spring Road - Police Services Center	$		$
14	1449 Walnut Canyon Road	$		$
15	Bus Shelters	$		$
	Total Miscellaneous Properties Annual Cost	**$**		**$**

- Price must include labor, material, and equipment to perform work, in accordance with contract documents, specifications, and all disposal fees.
- The City reserves the right to discontinue landscape maintenance services at any of the locations listed, at any time. The contractor's monthly bid amount shall remain in effect for all other areas until the Agreement with the City and contractor has been terminated.
- Landscape maintenance services for areas designated with and asterisk (*) shall not begin without prior City approval. The Contract bid amount for these areas shall be deducted from the total monthly compensation paid to Contractor until such time that these areas are accepted by the City, and incorporated into this contact agreement for landscape maintenance. The contractor shall be notified in writing as to the date to commence landscape maintenance services.

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amount shown on this Bid Schedule.

_____

Contractor's Authorized Signature

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Type of Firm _____ Individual; _____ Partnership; _____ Corporation

Business Address _____

_____

Telephone_____

State Contractor's License No. and Class(es) _____

_____

Original Date Issued _____ Expiration Date _____

Bidders or Subcontractor's State Pesticide License No.; list categories and "type" of license(s).

1) _____Expiration Date _____

2)_____Expiration Date _____

3)_____Expiration Date _____

If Bidder intends to use a subcontractor for any pesticide services described in the Scope of Services, information related to the subcontractor must be disclosed on Subcontractor Form.

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

_____

_____

_____

_____

_____

The date of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

_____

_____

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

_____

IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2011.

Bidder _____

_____

_____

Subscribed and sworn to this _____ day of _____, 2011 _____.

NOTARY PUBLIC _____

CONTRACTOR'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed tree maintenance similar services within the past two years:

1. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

   _____

2. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

   _____

3. _____
   Name and address of owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount, type of work, contract period (date)

The following are the names, addresses, and phone numbers for three public agencies for which bidder has performed landscape maintenance and pesticide operations services, of similar size, price, and scope, within the past two years:

1. _____
Name and address of owner or agency.

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

_____

2. _____
Name and address of owner or agency.

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

_____

3. _____
Name and address of owner or agency.

_____
Name and telephone number of person familiar with project

_____
Contract amount, type of work, contract period (date)

* Bidder may attach additional sheets to include additional references

SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors who will perform any work described in the Scope of Services.

Name Under Which Subcontractor is Licensed	License No. & Class (or categories) Business Address and Phone	Specific Description of Subcontract and Portion of the Work to be Done
1)		
2)		
3)		

Use additional room if needed to list more than three subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those names herein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collision or fraud.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Sample Agreement

AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR LANDSCAPE MAINTENANCE SERVICES AT THE MOORPARK LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT CITYWIDE ZONES, ZONES OF BENEFIT AND MISCELLANEOUS PROPERTIES

THIS AGREEMENT, is made and effective as of this _____day of _____, 2011, between the City of Moorpark, a municipal Corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to landscape maintenance services; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, the City Council of the City at a meeting held on the _____day of _____, 2011, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution and will expire on June 30, 2012, unless sooner terminated as provided hereinafter.

Upon the mutual consent of both parties, the term of this Agreement may by extended for three (3) additional one (1) year periods.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide landscape maintenance services, plus additional landscape repair and installation services as needed, specifically as it pertains to the City of Moorpark Landscape and Lighting Assessment District Citywide Zones, Zones of Benefit and Miscellaneous Properties, as set forth in Exhibits B, C, D and E: which exhibits are attached hereto and incorporated herein by this reference as though set forth in full. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of

Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits B, C, D and E. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B, C, D and E.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit E. Compensation shall not exceed the rates or total value _____ dollars ($_____), without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to Section 5 herein.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be _____ and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit E, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars ($_____), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager,

if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Consultant shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than ninety (90) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City as referred to herein.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she

shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, he/she shall forfeit and pay to the City of Moorpark, as liquidated damages, the sum of One Hundred Fifty dollars ($150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its project contractors, and engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorneys' fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or subcontractors including but not limited to, liability arising from:

a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractor;

b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

c) Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and

e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-sections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active

negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one-year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: _____

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in Section 8 for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of Exhibits B, C, D and E. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in Exhibits B, C, D and E.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

By: _____
Steven Kueny, City Manager

By: _____

Attest:

_____
Maureen Benson, City Clerk

EXHIBIT A

Insurance

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than one million dollars ($1,000,000) per occurrence for all covered losses and no less than two million dollars ($2,000,000) general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

a. Explosion, collapse or underground hazard (XCU)

b. Products and completed operations

c. Pollution liability

d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than $1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contract shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the

applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require

contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.

11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.

12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.

15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuance to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.

18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.

19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to change City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF MOORPARK, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2011, for work identified as "_____" which Agreement is hereby incorporated into and made a part hereof; and.

WHEREAS, said Contractor, is required to furnish a bond in connection with said contract, providing for the faithful performance thereof;

NOW, THEREFORE, we, the Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City, as Obligee, in the sum of _____Dollars ($_____) lawful money of the United States of America, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said Obligee under the terms of the contract for which payment well and truly to be made, the said principal and the said surety, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, his or its subcontractors, shall perform and fulfill all the undertakings, covenants, terms, conditions of said Agreement during the original term of the Agreement, and any and all duly authorized extensions thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void and of no effect.

In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the Agency in successfully enforcing said obligation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2011.

(Corporate Seal) _____

(Principal)

Notarial Certificate
Attached

By_____

_____
(Title)

(Corporate Seal)

_____
(Surety)

Notarial Certificate
Attached

By_____

_____
(Title)

EXHIBIT B

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 6:30 a.m. to 5:00 p.m. ("working hours"), with the exception noted in section 2 of Exhibit A. No work shall be performed on Saturday, Sunday, or City approved holiday outside of these specified times or without prior written permission from the City, except for emergency situations, or unless otherwise indicated in this Contract. Contractor must notify representative designated by the City (hereinafter referred to as "City Representative" within 24 hours in the event of emergency work.

2. The two pedestrian gates at the Shadyridge Buffer Zone shall be opened by Contractor at 6 a.m. Monday through Friday.

3. Contractor shall be responsible for any costs incurred by the City including, but not limited employee's hourly rate of One Hundred Five dollars ($105) per hour and any related costs for any City approved work performed by Contractor on weekends and/or holidays which may require verification and inspection by a City employee,

4. The Contractor shall have staff available for phone contact (not an answering service), Monday through Friday, between 6:30 a.m. and 5:00 p.m. to respond to call outs, questions, and verification of schedules. Contractor shall also provide a 24-hour emergency contact phone number (not an answering service) for non-working hours, including weekends and holidays.

5. Non-working City holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall have personnel in place and carrying out the responsibilities of this Contract on all other City holidays if they fall on a weekday.

6. After notification of award and prior to the start of any work, Contractor shall submit to City for approval a proposed maintenance schedule. The schedule shall include, but not be limited to a list of all activities specified in this Agreement, with respective days of the week and day of time said activities will be performed by location. Once approved in writing by the City, any revisions to the approved schedule must be authorized in writing by the City.

7. The use of leaf blowers or air broom is prohibited, except between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

B. SUPERVISION:

1. Contractor shall provide an on-site supervisor(s) capable of communicating effectively both in written and oral English at all times during all Contract operations. Communications from the City to the Contractor's on-site supervisor(s) shall be deemed as delivered to the Contractor.

2. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising landscape maintenance operations.

3. Contractor shall ensure that its employees are dressed in a company uniform and shirt recognizable as Contractor's.

4. Contractor's maintenance vehicles exterior paint and vehicle body shall be kept in good condition and have a clear Identifiable company logo on the vehicle front doors.

C. COMMUNICATION/EMERGENCY RESPONSE:

1. Contractor shall have the ability to contact their field crews within fifteen (15) minutes of notification by City Representative.

2. Contractor shall provide capabilities for 24 hours per day, 7 days a week service. During working hours, Contractor shall respond to the City regarding any malfunction or service request by providing trained employees in the City within two (2) hours notification by City.

3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one (1) hour minimum upon notification by City. In an after-hours, non emergency situation, and upon the City's request, Contractor shall provide an on-the-job response time of no more than two (2) hours, or one (1) hour if it is an irrigation problem with potential property damage risks. Contractor shall maintain a 24-hour telephone contact for such notifications.

D. MATERIALS TO BE PROVIDED BY THE CONTRACTOR: The Contractor, at his own expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish

an acceptable and professional level of maintenance, as determined by City. Quality and specifications of materials to be provided by Contractor must be approved by City. These supplies and materials shall include, but not be limited to:

1. All necessary fuel, oil, equipment, machinery, and parts.

2. All necessary pesticides including herbicides, insecticides, fungicides and rodenticides and all necessary licenses.

3. All necessary fertilizers and soil amendments.

4. All custodial, restroom and trash container supplies, including trash can liners, restroom paper products, restroom hand soap if requested by City, disinfectants and cleaning solutions, etc., as approved by the City.

5. All necessary horticultural supplies and landscape tools.

6. All parts necessary for the repair and proper maintenance of all irrigation systems.

7. All materials are to be new and identical to existing materials, unless directed otherwise by the City Representative.

E. CONTRACTOR RESPONSIBILITY - DAMAGES: The Contractor shall be fully responsible for any and all damage done to City property resulting from the Contractor's operations. This shall include, but not be limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, irrigation system, ground cover or other landscape items that are lost or damaged due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage done to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City Representative shall determine negligence. The City shall be responsible for replacing any plant material that has been damaged or has died as a result of acts of vandalism and or theft.

F. UNDERGROUND ALERT SYSTEM: Underground alert systems must be notified 48 hours in advance prior to commencing work that involves digging underground. This notification is required for each location said work is performed. Written Verification of such notification shall be provided to the City prior to commencing work.

G. PROPERTY DAMAGE: Any damage to utility lines that occurs shall be immediately reported to the utility company that is involved as well as to the City. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any adjacent shrubs or trees that are to remain on the site, immediate treatment or

necessary replacement of the same shall be at the Contractor's sole expense.

H. ACCESS TO PRIVATE PROPERTY: Prior to any work that will restrict access to private property, the Contractor shall notify, in writing, each affected property owner or responsible person, informing him of the nature of, and the approximate duration of, the restriction. Contractor shall also provide a copy of said notification to City prior to commencing such work.

I. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS: Contractor shall be responsible for the protection of all improvements adjacent to the work, such as sprinklers, drain pipes, lawns, brick work, plants, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the Contractor's expense and to the City's satisfaction, within 48 hours. If the Contractor fails to render proper repairs in the 48 hour limit, the City will make the repairs and deduct the cost of such repairs, plus 15% administrative costs, from the Contractor's monthly bill.

J. TRAFFIC CONTROL:

1. Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall conduct all work in a manner that will insure continuous traffic flow on the street at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector for directions. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. 24 hour notification is required. City shall set days of the week and times when traffic lanes may be closed.

2. Signs used for handling traffic during the course of this project shall be in accordance with the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc., and made a part of these detailed specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. A copy of said publication is on file at the Moorpark Public Services Facility. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

3. Payment for maintenance of traffic and detours and for conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be considered to be included in the Contract unit or lump sum prices paid for various items of work wherein maintenance of traffic and detours is required, and no additional compensation will be allowed.

4. Liquidated damages shall be assessed in the amount of One Hundred Twenty-fifty dollars ($150.00) for each day that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirement or traffic control measure as described in J, Traffic Control, Items 1 and 2.

K. ENCROACHMENT PERMITS: The Contractor shall secure and renew annually a non fee, approved City encroachment permits when and where required.

L. SUBCONTRACTORS: Contractor shall only use the subcontractors in the performance of this Contract that are listed on subcontractor(s) form submitted with the bid documents. All submitted subcontractors shall be licensed and only provide work listed and licensed to perform. The City reserves the right to reject the services of any subcontractor for any reason, and at any time during the performance of this Contract.

M. STATE SAFETY, HAZARDOUS WASTE, AND NPDES REQUIREMENTS:

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1.1988 Safety Requirements in the performance of all work under this Contract. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.

2. Contractor shall inspect areas maintained under the provisions of this Contract on a daily basis for all potential hazards, and maintain a daily safety inspection report which indicates date inspected and action taken to correct conditions if necessary. This report shalll identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition found by the Contractor.

3. Contractor shall be responsible for making minor corrections including, but not limited to;using barricades or traffic cones to alert vehicular traffic and pedestrians of the existence of hazards, replacing valve box covers, filling holes in truf areas and securing amenities to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, and submit a complete written report thereof to the City within twenty four (24) hours following the occurrence.

4. Contractor shall be responsible for compliance will all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City immediately.

5. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and law regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines For Construction Sites," which by reference is a part of Exhibit A and is available for review at the Moorpark City Hall front counter.

6. Contractor shall implement all necessary steps to ensure the methods and practices it uses to carryout its responsibilities under this contract comply with NPDES, including but not limited to: maintaining a clean work site; properly disposing of all debris; appropriate storage of materials; manage and operate vehicles and equipment in a manner to prevent leaks and spills; prevent pollution of the storm drain system during import, export, stockpiling, and spreading of landscape debris and materials, and prevent and control discharge of soil sediments, chemicals, solvents and cleaning solutions, and trimmings.

N. INSPECTION TOUR AND REPORT: The Contractor shall accompany the City Representative on a, no less than weekly, inspection tour of landscaped areas at a time specified by the City. The Contractor shall provide a detailed written report of all areas maintained for review by the City Representative. This report shall contain a detailed list of broken and/or inoperable sprinklers, irrigation malfunctions, landscape deficiencies and a written timeline for completion of required service and repairs that is acceptable to the City. Contractor shall be expected to make repairs, corrections and deficiencies within five (5) working days unless repair requires immediate response, Contractor shall make required repairs immediately and report corrections in writing or Contractor shall be responsible for correction of any deficiency noted during the inspection tour and to provide the City with a follow up report documenting the status required repairs and corrections. If corrections and repairs are not completed within the allocated time, the Contractor may incur liquidated damages, as more fully described below. If Contractor fails to repair or correct deficiencies within (5) five working days past the time line approved by City, Contractor may be found in nonconformance with the Contract and City, at its discretion, may take corrective action at Contractor's sole expense plus 15% administrative fee and accessed liquidated damages . Such fees and expenses shall be deducted from Contractor's invoice.

O. DEFICIENCIES - LIQUIDATED DAMAGES: Failure of the Contractor to perform services, adhere to the service schedule, service a system, perform all the required

service and repairs, reprogram each conventional controller weekly per ETO pursuant to this Contract will be seen as a deficiency. It is agreed that said deficiencies will result in damage to City. Contractor shall be responsible for all costs associated with said damage including any additional costs incurred by the City in the inspection, administration and performance of the work not performed or performed improperly by the Contractor in addition to liquidated damages amount as follows: Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars $150.00 for each incident at each separate location for each day that the deficiency remains uncorrected.

Furthermore, in the event Contractor fails to effectively manage water use, the over-usage cost will be borne by Contractor. As further described, such cost incurred by City shall be deducted from the Contractor's monthly payments.

P. CITY'S RIGHT TO USE OTHER LABOR: Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by City work forces and other Contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, specialized pest control, construction, storm related operations, staging of police and fire for emergencies and disaster control, and a variety of recreation programs and special events. During said activities and operations the Contractor may be required to modify or curtail certain work tasks and normal maintenance operations, and shall promptly comply with any request thereof by the City.

Q. CONTRACTOR EQUIPMENT IDENTIFICATION: Contractor shall clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number. Decals shall not be less than 12 inches by 18 inches in size, and shall be clearly visible from a distance of 50 feet.

R. WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT: Should the Contractor fail to correct deficiencies or public nuisances that have been created because of this operation, then these will be considered to be of an emergency nature and cause for the City to move in on the project to make corrective work. Such work will be billed to the Contractor at a rate of One Hundred Ten dollars ($110.00) for each call out, plus actual time spoent. It also should be noted that there is a minimum of a two (2) hour charge for labor on any call out.

S. EXTRA WORK:

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion of the City, City forces, or by competitive bid at the sole discretion of the City.

2. Additional work outside the performance requirements such as, but not limited to, shrub and tree planting, and renovating, and improvement, shall be required on occasion.

3. The costs for such extra work shall be based on the fair market value of supply and labor costs and shall be agreed to in a written proposal prior to commencement of said work.

4. Only those extra work items authorized in writing (see Attachment I, Additional Services Authorization (ASA) form) prior to the start of work, by the City Representative, shall be considered for payment.

5. Extra work shall not be performed by regularly scheduled personnel and shall be performed during regular working hours unless authorized in writing by the City.

T. EQUIPMENT STORAGE ON CITY PROPERTY: Storage of equipment, supplies and materials at City facilities will only be allowed if prior written permission is obtained from the City Representative. In the event City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment ,supplies and any injury that may arise. Contractor also assumes full responsibility for any and all damage done to City property as a result any contractor owned property stored on City property, whether storage is temporary or permanent. Contractor agrees to indemnification under this Agreement included in this Section.

U. VANDALISM AND THEFT:

1. The City shall be notified immediately by the Contractor in regards to any acts of vandalism and theft to City landscaping, irrigation system, or other improvements observed or found by Contractor's employees, regardless of the cause, including graffiti.

2. Costs caused by vandalism, theft or accident, not caused by Contractor, shall be the responsibility of the City, including labor costs.

V. PERFORMANCE DURING INCLEMENT WEATHER:

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.

2. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

3. The Contractor shall not remove his work force from the job site unless he has previously notified the City Representative.

4. The Contractor shall re-stake and re-tie trees as required, and continue to monitor trees during storm conditions.

5. The Contractor shall remove and clean all debris deposited in drainage areas resulting from inclement weather, to mitigate potential flooding of landscaped areas.

6. Contractor shall adjust controllers and timers to the "OFF" position, which shall remain off until "ETo" demands indicate conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor the "ETo" to ensure that controllers and timers are activated at the appropriate time.

W. CONTRACTOR DISPOSAL/RECYCLING RESPONSIBILITY:

1. The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from operations as work progresses. All green waste, recyclables, and refuse shall be disposed in City provided bins designed for such material and in accordance with the City solid waste provision of the Moorpark Municipal Code. Contractor agrees to segregate the aforementioned materials to maximum extent possible. Contractor shall not, at any time, dispose of materials resulting from work not related to this Contract in any City provided bin. If requested by the City, Contractor shall make every effort to estimate tonnage disposed.

2. Contractor shall keep City trash enclosures clean and neat on a daily basis. All debris shall be disposed in the bin and not allowed to accumulate on the floor of the enclosure. If a bin is full and will not accommodate additional debris, Contractor shall notify City immediately and depose of remaining debris in an alternative City bin. Bin lids shall remain closed. Trash enclosure gates shall be closed and locked when the Contractor leaves each site each day.

   a. Damage, vandalism, and graffiti to the trash enclosures shall be immediately reported to the City Representative whenever observed by the Contractor.

X. KEY CONTROL

1. Contractor shall be responsible for assigned keys, and shall be held responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.
2. Contractor shall immediately report all lost or stolen keys to the City Representative within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the City the cost as determined by the City for and key replacements. Such cost may include changing locks if deemed necessary by City to secure and protect City properties and facilities.
3. Upon expiration, cancellation or termination of this Contract all keys received by the Contractor shall be returned to the City.
4. Contractor agrees not to duplicate any keys and acknowledges that California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar ($500) fine or both.

Y. PRIOR INSPECTION OF AREAS: Contractor acknowledges personal inspection of the areas to be maintained and has evaluated the extent to which the physical condition thereof will affect the services to be provided. By entering into this Contract the Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to perform maintenance services according to Contract specifications.

EXHIBIT C

SCOPE OF WORK

A. MOWING

1. Mowing equipment shall be a power driven reel-type equipped with rollers or a rotary-type deck mower, and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specification. Mowing activity shall be leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.

2. Turf shall be mowed to the minimum height of 1 ½" - 2" during fall and winter months, and during the late spring and summer the cut should be no lower than 2" from the soil grade. Mowing heights may vary for special events and conditions approved by the City.

3. Turf shall be mowed no less than 48 times per year, so that no more than 1/3 of the blade is removed at time of cutting, but at intervals of no less than once a week during the active growing season (April through November). Turf mowing at each location shall be completed in one day, and shall be on a schedule that is acceptable to the City.

B. EDGING AND TRIMMING

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, trees, shrub and groundcover beds, and shall be performed once per week, and concurrently with mowing at each location.

2. Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by City.

3. Edging against hardscape shall be performed in a manner that results in a neat well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade, and shall not exceed ½ inch from the hardscape surface being edged.

4. Trees growing in turf areas shall have tree wells not to exceed 12" in diameter from the main stem or trunk of the tree. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only. Great care shall be taken to avoid damage to tree bark tissue

and roots. Tree damage resulting from Contractor's edges practices shall be replaced by Contactor with like tree at Contractor's expense.

5. Curbs, gutters, walkways and all hardscape areas shall be cleaned free of accumulated grass clippings upon completion of each mowing operation. Grass clippings shall not be left on any area overnight.

6. Edging next to retaining walls and fences shall be done using a power string type trimmer, and shall be completed in such a manner to avoid excessive string contact to exterior surface retainer walls, fences and all areas edged with a sting type trimmer.

7. Chemical edging is not permissible without express written permission by the City Representative.

C. TURF FERTILIZATION

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative of application date, location, and amount approved. Prior to turf and shrub fertilization, Contractor shall contact the City Representative and provide written verification of approved fertilizer formulation and total amount applied.

2. Turf fertilization of turf grasses shall be accomplished four (4) times each year at the intervals and with the fertilizer described below:

   First week of January, April, August, and October, application of a 16-6-8 formulation with 18% sulfur and 1% iron pelleted type fertilizer, or equal formulation as approved by the City. The Contractor shall broadcast the above fertilizer at the rate of six (6) pounds per 1,000 square feet of turf area and in accordance with ratios within the manufacturer's recommendation.

   Landscape Maintenance Assessment District Zones of Benefit 12, 15, 16, 18, 20, 21 and 22:
   Turf fertilization of turf grasses shall be accomplished at the following intervals with the fertilizer described below:

   Two (2) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and four (4) times annually apply 12-12-12 formulation pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

   Contractor shall submit schedule to the City Representative for approval prior to application.

3. The Contractor shall broadcast the fertilizer in such a manner as to insure uniform coverage with minimum overlap.

a. The turf shall be free of moisture at the time the fertilizer is applied.

b. Application of the fertilizer shall be done in sections in accordance with the area covered by the timing stations on the automatic irrigation controllers so that the soil may be thoroughly soaked immediately after the fertilizer is broadcast.

D. SHRUB AND GROUND COVER FERTILIZATION:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative of application date, location, and amount approved. Prior to shrub fertilization, Contractor shall contact the City Representative and provide written verification of approved fertilizer formulation and total amount applied. Shrub and ground cover areas shall be fertilized two (2) times annually, generally the first week of April and September, with the materials and at the application rates as follows:

2. Herbaceous ground cover fertilization shall be accomplished with a pelleted 15-15-15 formulation containing no less than 8% sulfur. Fertilization shall be applied evenly at a rate of eight (8) pounds per one thousand (1,000) square feet. The area shall be deep-watered immediately following the fertilizer application.

3. Shrub fertilization shall be accomplished with a pelleted 15-15-15 formulation evenly broadcast at the rate of eight (8) pounds per one thousand (1,000) square feet. The area shall be deep-watered immediately following the fertilizer application.

Landscape Maintenance Assessment District Zones of Benefit 12, 15, 16, 18, 20, 21 and 22:
Shrub and groundcover fertilization shall be accomplished at the following intervals with the fertilizer described below:

Two (2) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and four (4) times annually apply 12-12-12 formulation pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

Contractor shall submit a written schedule to the City Representative for written approval prior to application.

E. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE APPLICATION

1. Scope: All work involving the transport and use of pesticides, herbicides, rodenticides and insecticides shall be in compliance with all Federal, State, County and local laws. The Contractor shall possess all valid State and County licenses and permits required for pesticide, herbicide, rodenticide and insecticide transport and application operations.

   Pesticide applicators (persons) assigned by the Contractor to perform pesticide operations shall have a valid license issued by the State of California Department of Pesticide Regulation Enforcement Branch. Applicators shall maintain valid State certification for categories specific to each pesticide for recommendation or use.

   Contractor shall be in strict compliance with all pesticide directives and laws governed by the County of Ventura Agricultural Commissioner's Office.

   The Contractor shall not store Pesticides on City owned property at anytime and for any reason without exception.

   Contractor shall provide the City with photocopies of a valid Pest Control License, State Pest Control Advisor's License, State Qualified Applicator's License for individuals engaged in the transport, and use of all applicable pesticides, herbicides, rodenticides and insecticides within the areas to be maintained under the provisions of this Contract.

2. Weed Control: Weed control at all landscaped locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds.

   Weed infestation of the turf, shrub and ground cover areas, if severe, may be controlled by a "Restricted" commercial herbicide based upon written authorization of the City. Such authorization shall depend upon the Contractor's submission to the City Representative the information as outlined below.

   a. The exact location(s) where the herbicide is to be used, with the identification of the weed to be controlled.

   b. That the herbicide has no harmful effect upon desirable plant materials.

   c. That the herbicide will be applied at the manufacturer's recommended rates and conform with manufacturer's instructions for application.

3. Disease, Harmful Insects

a. Inspections of landscaped areas shall be made daily for evidence of disease, harmful insects.

b. If evidence of disease or harmful insects is found, a report shall immediately be submitted to the City Representative. The report shall include:

1) The exact location(s) where the disease, harmful insects are prevalent.

2) The Contractor's opinion of the type of disease, insect.

3) The Contractor's recommendation for control and elimination of the disease or harmful insects.

4. Rodent Control: The Contractor's Pest Control Advisor's (PCA) recommendations shall provide specific names the specific vertebrate specie(s) expected to be killed by the use of the rodenticide recommended, and shall further include any known secondary target host (other vertebrate animals) that would likely killed by the use of the rodenticide recommended.

Contractor shall provide for the safe control and eradication of rodents with the intent to safeguard and promote the well being of all surrounding habitat in the areas to be treated. Contractor further agrees to follow PCA Recommendation, and to advise the City of any known alternative methods for the control and eradication of rodents. The City reserves the right to reject the use of any rodenticide at any time.

5. The Contractor shall be responsible for implementing the control practice specified in writing to the City Representative using the subcontractor in the bid documents.

a. With prior City approval, control practices implemented by Contractor may include the use of a subcontracted commercial pest control company, at the Contractor's sole cost.

b. Contractor agrees to hire and bear the cost of securing a pest control company (subcontractor to be approved by City), if Contractor fails to implement effective pest control measure within 30-days written notification by City.

F. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE RECORDS

1. All pesticides to be used that are designated "restricted" by the State of California Department of Pesticide Regulation, shall be approved by the City Representative prior to use. A written recommendation of proposed pesticides restricted in California shall include commercial name, concentrations, application rates and usage. The recommendation shall be prepared by a licensed California Pest Control Advisor and submitted a minimum of 14 days prior to intended use. No work shall begin until written approval of use is obtained, and a notice of intent has been filed with the Ventura County Agricultural Commissioner's office, as required, and the City.

2. All chemicals shall only be applied by those persons possessing a valid California Pest Control Operators (P.C.O.) license or under the supervision of a P.C.O. Application shall be in strict accordance with State of California Department of Pesticide Regulation and Ventura County Agricultural Commissioners Office. Records of all operations stating date and time treated, geographic location, field location, operator ID/permit number, operator's name and address, application name and address, site treated, acres planted, acres treated, application method, U.S. EPA/California pesticide registration number of product applied, pesticide product name and manufacturer, total amount of product applied, and name and signature of person preparing report shall be made and retained in an active file for a minimum of two (2) years by the Contractor. Copies of Contractor's pesticide training records shall be presented to the City within 24 hours of notice to produce such records.

3. Notification of Intent to spray or apply pesticides, herbicides, rodenticides and insecticides used by the Contractor on City property shall be submitted to the City Representative. The City Representative shall have access to all pesticide records upon request. The Contractor shall retain all records in accordance with Department of Agriculture regulations and requirements

4. Pesticides, herbicides, rodenticides and insecticides shall be applied in a manner to avoid non-target areas. Precautionary measures shall be employed since all areas will be open for public access during application.

5. The City shall reserve the right to reject the use of and pesticide, herbicide, rodenticide and insecticide at any time and for any reason of justification as determined by the City Representative.

G. MAINTENANCE OF AUTOMATIC SPRINKLER SYSTEM

1. The Contractor shall bear sole responsibility and cost for both labor and

materials for cleaning, repairing, adjusting and replacement of automatic sprinkler system components, (with the exception of backflow protection devices) as needed to insure operation of each sprinkler system according to original design and installation intent. If it is determined by City that sprinklers and sprinkler components have been vandalized, Contractor shall seek City's prior approval to make repairs; if approved, City shall be responsible for costs.

Contractor's claims of irrigation system damage caused by vandalism shall be submitted to City in a written vandalism report in a format approved by the City.

2. The Contractor shall be responsible for the cleaning, repairing, adjusting and replacement of all items, at it sole cost, listed in the succeeding paragraphs in addition to the following:

* Irrigation Controllers (exception necessary replacement)
* Plastic pipe
* Remote control valves
* Remote control valve wiring
* Valve boxes
* Batteries
* Plastic pipe fittings
* Galvanized steel pipe
* Galvanized steel fittings
* Main lines
* Sprinkler heads
* Sprinkler assemblies
* Riser assemblies
* Quick coupler valves
* Hose bibs
* Gate valves

3. Replacement of any item shall be with a new item of identical model, make and manufacturer unless otherwise specified in writing by the City Representative.

   a. The following specifications are provided for replacement of plastic pipe, plastic fittings, galvanized steel pipe and galvanized steel pipe fittings, and remote control valve wiring:

      1) Plastic pipe shall be polyvinyl chloride (PVC) Schedule 40, Type 1, Grade 2 (PVC 1220).

      2) Plastic pipe fittings and connections shall be PVC Schedule 40,

except nipples, which shall be Schedule 80.

3) If existing galvanized steel pipe and galvanized steel pipe fittings require repair, they shall be identical type and model.

4. The Contractor shall inspect and examine the irrigation system weekly at all locations, while water is on. Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced as needed to restore the system to normal operation. This shall also apply in times of service failure for any reason.

5. At the sole discretion of the City, irrigation controllers shall be replaced when determined to be inoperable and no longer functional. If approved, City shall be responsible for cost of replacement, and Contractor shall bear sole responsibility for labor and related materials necessary for installation of said replacements.

6. All mainline repairs shall be inspected by the City Representative prior to backfilling to insure the quality of backfill and compaction.

7. Since water requirements of plants vary according to the season, plant variety and soil conditions, the Contractor and City Representative shall consider the variation in size of plants, roots, soils, irrigation components and weather conditions when making water determination requirements. Extremely close attention shall be paid to the water demands of plants as influenced by their exposure to sun, wind, shade and geographic location. All landscaped and turf areas shall be irrigated as required to promote vigorous and healthy plant growth.

8. Contractor shall furnish the necessary labor to provide watering of all turf and landscape areas. This includes but is not limited to hand watering, operation of manual valves, proper utilization of automatic controllers, quick couplers, and the manual bleeding of remote control valves.

9. Contractor shall use a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones (as directed in writing by the City).

10. Excessive watering shall be carefully avoided to mitigate water run-off onto roads, sidewalks, parking lots, recreation use areas, and areas designated for special events and programs. Special attention shall be given to the relationship of conditions that affect day and night watering. This may include hand watering with portable sprinklers during periods of windy or inclement weather.

11. Contractor shall be responsible for the programming of the automatic irrigation controllers as directed by the City Representative. Irrigation

schedules for the Central Control irrigation management system shall be managed by the City. Contractor shall not adjust Central Control system schedules without written approval. City may request a change of programming for all other controllers at any time

12. Contractor shall prevent water from over-spraying onto walls, walkways, parking lots, streets and private property. For this purpose, the Contractor shall provide the necessary repair, replacement, and component adjustment as required of all sprinkler heads, nozzles, swing joints and pipe risers. In cases where irrigation system design features makes this impractical or impossible, the Contractor shall provide, at no cost to the City, a recommended plan of component changes and/or a cost estimate for installation of the changes needed for the purpose of mitigating the undesirable over-spray.

13. All repairs, adjustments, cleaning or replacements of any part of the system that cannot be completed within two (2) hours of detection, shall be immediately reported to the City, and provisions made by Contractor to complete said repair prior to the close of the next regular business day. Additional time may be granted at the sole discretion of the City.

14. Where conditions create a public hazard, Contractor take immediate action and repair damage and shall immediately report damage to the City Representative.

15. If an automatic irrigation system or a portion of a system should malfunction, the Contractor shall provide manual operation of that system for a period of time until the system is restored to normal operation.

16. At the request of the City, Contractor shall identify and mark the location of sprinkler heads with provided flags, at no additional cost to City, to assist with improvement projects.

H. IRRIGATING AREAS: It shall be the responsibility of Contractor to maintain, operate, and adjust watering schedules to weekly evapotranspiration (ETo) weather station reports as specified below, or as otherwise directed by City Representative, including but not limited to adjusting irrigation controllers and timers.

1. Watering

a. Watering of the turf areas shall be done pursuant to local evapotranspiration (ETo) requirements or by Central Control irrigation management systems The Contractor shall provide ETo data, weekly to manually programmed automatic irrigation controllers

1) The automatic irrigation controllers shall be set to accommodate local ETo watering frequency which allows the conditions of the above to be satisfied, but which precludes

wetting of the soil to the point of saturation

2) Monday through Thursday, the automatic irrigation controllers shall be set to water during the hours of 10:00 p.m. and 7:00 a.m., unless park use prohibits, or the City Representative directs an alternative schedule in writing. No regularly scheduled irrigation shall be permitted Friday 9:00 a.m. through Sunday 10:00 p.m.

3) Exception to the above shall be directed by the City Landscape Representative in writing.

4) Contractor shall make adjustments to sprinkler heads as required to keep over-spray of sprinklers from walls and excessive runoff onto sidewalks, and streets.

5) Over watering, which is represented by excessive run-off, over saturation, or high use rates caused by the Contractor's negligence, may result in liquidated damages for water costs incurred by City.

6) New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.

2. Watering of Shrub Areas

a. The automatic irrigation controllers shall be set to water the shrubs at a rate which is determined by local ETo data, as approved by the City Representative.

3. Watering of Ground Cover & Shrub Planter Areas: Ground cover and shrub areas will be watered at a frequency determined by local ET0 data, as approved in writing by the City Representative.

a. The automatic irrigation controller shall be set at a watering frequency which allows the condition of above to be satisfied, but which minimizes water run-off onto the street and eliminates over-spray onto buildings, walls and walks.

b. The automatic irrigation controllers shall be set at a watering frequency which allows the condition of above to be satisfied but which precludes watering of the soil to the saturation point.

c. The shrub and ground cover areas shall be watered between 9:00 p.m. and 7:00 a.m., unless the City Representative directs an alternate schedule in writing.

d. Watering of flower areas shall correspond to that of the ground cover areas or as directed by the City Representative in writing.

4. Irrigation Reports: The Contractor shall maintain and submit to the City Representative in writing:

   a. Irrigation Controller Program Log: To be completed and submitted to the City Representative within one business day when an irrigation program schedule is not pursuant to an ETo setting program.
   b. Vandalism Report: As stated in Section H.1., Contractor shall prepare a written vandalism report with a description of the location, date and time observed, item(s) or component(s) damaged or stolen, and the number of components involved. Report shall be submitted within one (1) working day.

5. Irrigation Repairs: Non emergency irrigation repairs shall be completed by Contractor within eight (8) hours of reported problem using City approved materials, supplied by the Contractor. Emergency irrigation repairs, as determined by the City Representative, shall be repaired or at a minimum contained within the same day as reported.

6. Repair Inspection: City irrigation inspections may occur within one working day of notification of services or repair completion. City Represenative will inspect and verify performance and service of repair. Should such inspections find the repair to be deficient , the Liquidated Damages clause of this Contract can be enacted at City's sole discretion.

7. Irrigation Materials:

   a. All replacement materials are to be identical manufacturer, type and model unless a substitute is approved in writing by the City Representative.

   b. Contractor shall maintain an adequate inventory of medium-to-high usage stock items for repair of the irrigation systems.

   c. Contractor shall implement repairs in accordance with all effective warranties, and with no additional payment.

   d. All materials are to be new and identical to existing materials, per these specifications, unless directed otherwise approved in writing by

the City Representative.

8. Irrigation Trained Personnel: The Contractor shall provide irrigation personnel fully trained in all phases of landscape irrigation system operations, maintenance, adjustment and repair. This is to include diagnosis and repair of controllers (motors, switches and fuses) valve wires, control valves, lateral lines, gate valves, main lines, strainers, moisture sensors, master valves and electric pedestals.

9. Irrigation During Inclement Weather: Contractor will as directed by the City Representative, adjust irrigation controller to the "OFF" position during actual and forcasted periods of inclement weather. The Contractor will be responsible to return controllers and timers to the "ON" position when "ETO" demands indicated conditions are appropriate.

I. MAINTENANCE OF SHRUB AND GROUND COVER AREAS

1. Scope: The Contractor shall be responsible for trimming and weeding in the medians and parkways every other week. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

   Landscape Maintenance Assessment District Zones of Benefit 12, 15, 16, 18, 20, 21 and 22: The Contractor shall be responsible for edging and weeding in the medians and parkways every week. Edging shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured edge.

2. Shrub and Ground Cover: Shrub and ground cover areas shall be cultivated to a depth of (1") and raked each month and all litter removed from the areas. Ground cover shall be kept neat in appearance and confined within curbs and intended borders.

   Landscape Maintenance Assessment District Zones of Benefit 12, 15, 16, 18, 20, 21 and 22: Ground cover areas shall be cultivated to a depth of (1") and raked twice each month and all litter removed from the areas. Ground cover shall be kept neat in appearance and confined within curbs and intended borders. Non-slope shrub planters and median islands shall be maintained and installed with bark mulch. Bark mulch shall consist of 100% recycled material and shall be 99% contaminant free, including litter and weed and/or weed seed. Mulch shall have a uniform size range from minus to 3". Mulch depth shall be maintained at minimum 2" depth and re-applied twice annually. Contractor shall submit mulch sample to the City Representative for approval prior to installation.

*Note: Ground cover areas of the Community Center and City Hall area shall be cultivated and raked weekly as per described method previously noted. Contractor shall maintain bark mulch depth at minimum of 2" depth and re-apply three times annually.

J. MAINTENANCE OF TREES AND SHRUBS

1. Scope: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees care within designated medians, parkways, planters, slopes and parks, as provided. Tree care, as specified in this Contract, is limited to the removal of sucker growth, spouts, and limbs that obstruct the right of way and/or present a potential hazards, originating from the tree trunk, from the ground to the first eight (8) feet.

2. Maintenance of Trees and Shrubs: Shall be in accordance industry and International Society of Arboriculture (ISA) standards, and the standards and practices acceptable to the City, and any later amendments and consistent with the guidelines furnished below:

   a. Pruning for removal of dead, damaged or diseased parts.

   b. Pruning trees for removal of water sprouts and suckers as they develop.

   c. Pruning for shape and form shall include lifting of low tree branches to prevent hazards.

   d. Pruning shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, per standard plans.

   e. Median trees shall have no branches lower than six (6) feet from top of curb, or as directed by the City Representative to provide proper line-of-sight for traffic movement.

   f. Shrubs shall be pruned monthly or as often as needed to provide a neat and shapely appearance. Trimming shall not be excessive and limited to not more than 10% of growth removed, unless otherwise directed by City. Pruning method shall provide a natural shape by use of hand pruners and loppers. In no case shall hedge shears be used as a means of pruning unless prior authorization written from the City Representative has been provided.

   g. Shrubs shall be maintained at a height no greater than 1½ feet from top of curb at designated areas to allow for traffic safety, per standard

plans.

3. Tree Trimming:

   a. Trimming and pruning shall be performed per the standards of the International Society of Arboriculture (ISA). It is the Contractor's sole responsibility to obtain and practice these pruning standards on all tree work performed. The Contractor agrees to accept all responsibility for the replacement of trees damaged by Contractor's pruning operations, if so determined by the City that replacement is required.

   b. Where necessary, as determined by the City Representative, Contractor shall provide and post no parking signs 48 hours in advance of the work, except when emergency work is necessary.

4. Tree / Shrub Replacement: In emergency removal, no tree/shrub shall be removed without prior direction or approval of the City Representative.

   a. Trees or shrubs badly damaged and in need of replacement shall be brought to the attention of the City Representative. A report must be submitted for removal to City the same day or next business day.

5. Tree Supports and Stakes: Weekly inspections shall be made of each tree braced by a tree support to insure that the support is intact, and that the tree has not outgrown the support.

   a. Tree staking shall be performed in accordance ISA Standards.

   b. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached.

   c. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City Representative.

   d. Tree supports and stakes shall be replaced or removed, as needed, or as directed by the City Representative.

   e. Contractor shall inspect all tree wells and remove all broken or unnecessary stakes that create a hazards condition to the public.

   f. Where plastic arbor guards have been installed at base of the tree trunk, Contractor shall maintain and replace as needed.

K. SWALES, DRAINS AND BASINS:

1. Contractor shall maintain all swales and drains on a weekly basis to insure operable flow. Operations shall insure that swales and drains are maintained free of sand, mud, rocks and miscellaneous debris so that water will have an unimpeded passage to its outlet.

2. Drains and collection boxes shall be cleaned and cleared of all debris.

3. Drain grates shall be inspected to restrict hazards. Contractor shall immediately inform the City of any broken or missing grates, and secure same to keep the area safe for public use.

4. Debris basins, retention basins and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash and tree branches. Contractor shall string trim or mow the bottom of all basins to a maximum height of 3", four (4) times annually. Contractor shall remove all trimmings. The Contractor shall provide a weed abatement schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

5. Contractor shall maintain all tree, shrub and groundcover areas, including accompanying irrigation systems, adjacent to all debris basins, retention basins and detention basins as described herein.

6. Contractor shall provide weed abatement services within the Peach Hill Wash area (Zone of Benefit 10). Contractor shall string trim or mow the natural areas north and south of the channel to a maximum height of 3", four (4) times annually. The Contractor shall provide a weed abatement schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

L. LITTER CONTROL

1. Daily, Contractor shall provide complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, fallen tree branches and miscellaneous debris. This includes, but is not limited to all hardscape surfaces, developed and undeveloped areas, walkways, parking lots, roadways, along fence lines, between and around planted areas, steps, planters, drains, catch basins, areas on slopes from the toe to the top of slope and turf areas.

2. Contractor is responsible for recycling. All green waste cuttings, weeds, leaves, and other yard wastes as defined in the Moorpark Municipal Code, shall be delivered to the Moorpark Public Services Facility and disposed of in the proper recycling bin. Under no circumstance shall Contractor dispose of

any refuse, recyclables, or green waste that was not generate from the performance of this Contract in City supplied solid waste containers or bins.

3. Litter pickup shall be completed as early in the day as possible, but in no event later than 10:00 a.m.

4. Branches, paper trash and miscellaneous debris shall be removed from along the Peach Hill Wash (Zone 8) walkway, slopes and basin, as well as submerged debris within Peach Hill Wash.

5. Litter shall be removed from all pedestrian, bike, and hiking trails and three (3) feet on either side of trails adjacent to developed areas and City streets daily, unless otherwise stated.

6. Litter shall be removed from developed irrigated slope areas and undeveloped areas (3 feet out, up or down) adjacent to developed areas or roadways.

8. Litter picked up on site shall be placed in City supplied refuse bins and not in public use trash containers.

M. TRASH CONTAINERS

1. Trash container receptacles in parkways, Metrolink Station and at City bus shelters (19) shall be emptied when they at 50 percent full, but no less than weekly. Trash can liners shall be placed in appropriate trash bins. Liners shall be shall be black in color and shall be of sufficient quality to contain trash without tearing. Contractor shall submit sample to City Representative for approval prior to installation.

2. Trash containers and receptacles shall be cleaned as needed to avoid concentrations of insects.

N. TRASH BINS

1. A designated trash bin will be provided by City, and located at locations determined by the City.

2. Contactor shall not dispose of any solid waste refuse, recyclables or green waste in bins provided by the City that is not generated by way of this contract.

3. Where provided by City, solid waste bins shall be stored in trash bin enclosures. Contractor shall be responsible cleaning trash bin enclosures of all trash and accumulated debris to provide a surface that is clean of foreign matter, green waste, and food spills on a daily basis. By the end of each work day the trash bin enclosure gates shall be closed and locked.

O. HARDSCAPES

1. All hardscapes such as, but not limited to, sidewalks, steps, patios, walkways, ramps, curb and gutters, medians and median noses, expansion joints and walls adjacent to City landscapes shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe.

2. The Contractor shall be responsible for weekly sweeping or blowing of concrete surfaces, parking lots and walkways adjacent to all areas.

3. Patios, sidewalks, walkways, and entry points at City Hall, Senior Center, and the Community Center shall be kept clear of all hazards.

4. Contractor shall be responsible to remove graffiti that can be removed with an approved solvent. Such removal shall take place within two (2) hours of observance. The City will be responsible for all other graffiti and the Contractor shall be responsible for reporting said graffiti to City immediately upon observance.

P. GRAFFITI

1. On a daily basis, Contractor shall immediately report all graffiti upon detection to City Representative. The City Representative shall determine if graffiti requires photographing and police reporting prior to removal. The Contractor shall be responsible for removing graffiti that can be removed using a solvent specially formulated for graffiti removal and approved for such use by the City. If graffiti cannot be removed with said solvent, Contractor shall notify City immediately upon observance and City shall be responsible for removal. Special attention shall be given to the following areas upon the Contractor's first arrival to the designated work site

   a. Facility marquee signs.
   b. Facility signage, such as parking and rule signs.
   c. Picnic areas, gazebos, patios, tables, and benches.
   d. Restrooms; complete inside and outside.
   e. Playground equipment.
   f. Drinking fountains.
   g. Hard court surface areas.
   h. Exterior wall surfaces.
   i. Concrete walkways and parking lots.

j. Door surfaces.

k. Curb and gutter in parking lots.

l. Fences and block walls.

m. Trash enclosures.

n. Trash can receptacles.

o. Stairs and hand rails.

p. Bleachers.

2. All materials and processes used in graffiti eradication shall be non-injurious to applied surfaces, and areas adjacent to graffiti abatement and approved by the City and CAL-O.S.H.A.

3. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. Contractor shall use materials, and methods of application, as provided and approved by City.

4. Contractor is not required to sandblast or paint graffiti.

5. Contractor shall clean spills, spatters, and runs from removal operations as a part of each operation.

Q. MULTI-USE TRAILS AND STAGING AREA

1. Contractor shall fine grade, rake, remove all trail ruts and trash, remove all weeds and report all graffiti and potential trail hazards to the City Representative. Contractor shall provide trail maintenance services minimum once each month. After inclement weather, contractor shall inspect and repair all trails, remove trail ruts and clean adjacent hardscape surfaces.

2. Contractor shall remove all weeds from the Zone 15 gravel staging area. Contractor shall grade gravel surface and fill in ruts two (2) times annually. The Contractor shall provide a service schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

R. SHADYRIDGE BUFFER ZONE

The two pedestrian gates must be opened at 6 a.m. Monday through Friday and secured in the open position.

EXHIBIT D

AREAS TO BE MAINTAINED

(AREA DESCRIPTIONS AND MAPS)

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE

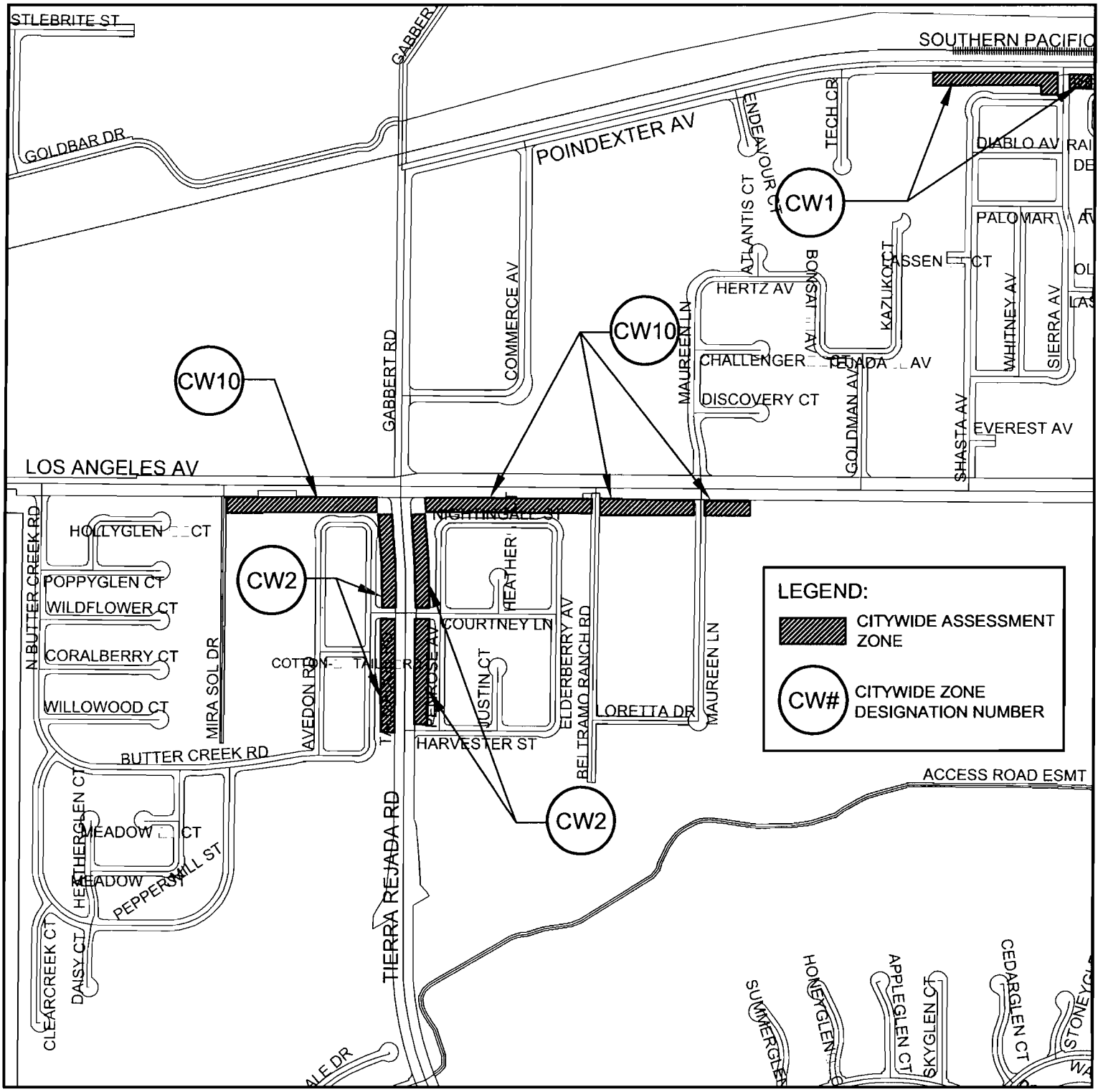
DESCRIPTION	*SIZE	*MAP
Poindexter Avenue (CW1): Parkway (s): South side of Poindexter Avenue, east and west of Sierra Avenue. Sidewalk, vines and planters.	0.1 acres	CW1
Tierra Rejada Road Parkways (CW2): Parkway(s): East and west side of Tierra Rejada Road from Los Angeles Avenue southerly to Harvester Street. Tree wells, sidewalk, vines and planters.	0.3 acres	CW2
Tierra Rejada Road Median Islands (CW2a, 2b, 2c, 2d): Median Islands (s): Tierra Rejada Road between Los Angeles Avenue and the flood control channel bridge. Median Islands (s): Tierra Rejada Road between the flood control channel bridge and the Southern California Edison (SCE) easement. Median Island (s): Tierra Rejada Road between the SCE easement and Spring Road. Median Island (s): Tierra Rejada Road between Spring Road and the City limits, east of the Hwy 23 overpass.	1.3 acres	CW2a CW2b CW2c CW2d
Mountain Trail Street Median Islands (CW3a): Median Island (s): Mountain Trail Street between Tierra Rejada Road and Mountain Meadows Drive.	0.3 acres	CW3a
Fountain (CWF): Mountain Meadows Plaza at the corner of Tierra Rejada Road and Mountain Trail Street. Planters.	n/a	CWF
Spring Road Parkways – South of LA Avenue (CW4): Tree wells on the west side of Spring Road between Peach Hill Road and Christian Barrett Drive. Parkway(s): East side of Spring Road between Peach Hill Road and the flood control channel bridge. Sidewalk, vines and planters. Parkway(s): East side of Spring Road from Peach Hill Road southerly approximately 600'. Sidewalk, vines and planters. Marborough Corner: Southwest corner of Peach Hill Road and Spring Road. Sidewalk, vines and planters.	0.6 acres	CW4
Spring Road Median Islands – South of LA Avenue (CW4a,		

4b): Median island (s): Spring Road between Los Angeles Avenue and Peach Hill Road. Median island (s): Spring Road between Peach Hill Road and Tierra Rejada Road.	2.0 acres	CW4a CW4b
High Street (CW5): High Street Pedestrian Park: South side of High Street between Bard Street and Walnut Street. Parkway (s): North and south side of High Street between Moorpark Avenue and Spring Road. Sidewalk, planters and tree wells.	1.0 acre	CW5
Los Angeles Avenue at Millard Street (CW6): Parkway (s): North side of Los Angeles Avenue between Millard Street and Spring Road. Sidewalk, vines and planters.	0.2 acres	CW6
Princeton Avenue Parkways (CW7): Parkway (s): East side of Princeton Avenue from the 118 Freeway northerly to Campus Park Drive. Sidewalk and planters. Parkway (s): West side of Princeton Avenue from the 118 Freeway northerly to Amherst Street. Sidewalk and planters.	0.15 acres	CW7
Princeton Avenue Median Islands (CW7a, 7b): Median (s): Princeton Avenue between the southerly end of Condor Drive and the 118 Freeway overpass. Median (s): Princeton Avenue between the 118 Freeway overpass and Campus Park Drive.	0.15 acres	CW7a CW7b
Campus Park Drive Parkways (CW8): Parkway (s): Southwest side of Campus Park Drive from Cambridge Street easterly to the commercial center. Sidewalk and planters. Parkway (s): South side of Campus Park Drive from Princeton Avenue easterly to Penn Street.	0.2 acres	CW8
Campus Park Drive Median Islands (CW8a, 8b): Median (s): Campus Park Drive between Princeton Avenue and Penn Street. Median (s): Campus Park Drive between Penn Street to Collins Drive.	0.5 acres	CW8a CW8b
Campus Park Drive at Collins Drive (CW9): Parkway (s): North side of Campus Park Drive from Collins westerly to the Flood Control Channel. Sidewalk and planters. Parkway (s): West side of Collins from Benwood Drive southerly to Campus Park Drive. Sidewalk and planters.	0.3 acres	CW9
Los Angeles Avenue at Tierra Rejada (CW10): Parkway (s): South side of Los Angeles Avenue from Mira Sol Drive easterly approximately 600' east of Maureen Lane. Tree	0.3 acres	CW10

wells, sidewalk, vines and planters.		
Spring Road Parkways – North of LA Avenue (CW11): Parkway (s): West side of Spring Road, from the Railroad tracks southerly to Los Angeles Avenue. Tree wells, sidewalk, vines and planters. Parkway (s): East side of Spring Road between the Railroad tracks and Flinn Avenue. Tree wells, sidewalk.	0.6 acres	CW11
Spring Road Medians – North of LA Avenue (CW11a): Median (s): Spring road south between railroad tracks and Flinn Avenue.	0.1 acres	CW11a
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 1, 2 & 10)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

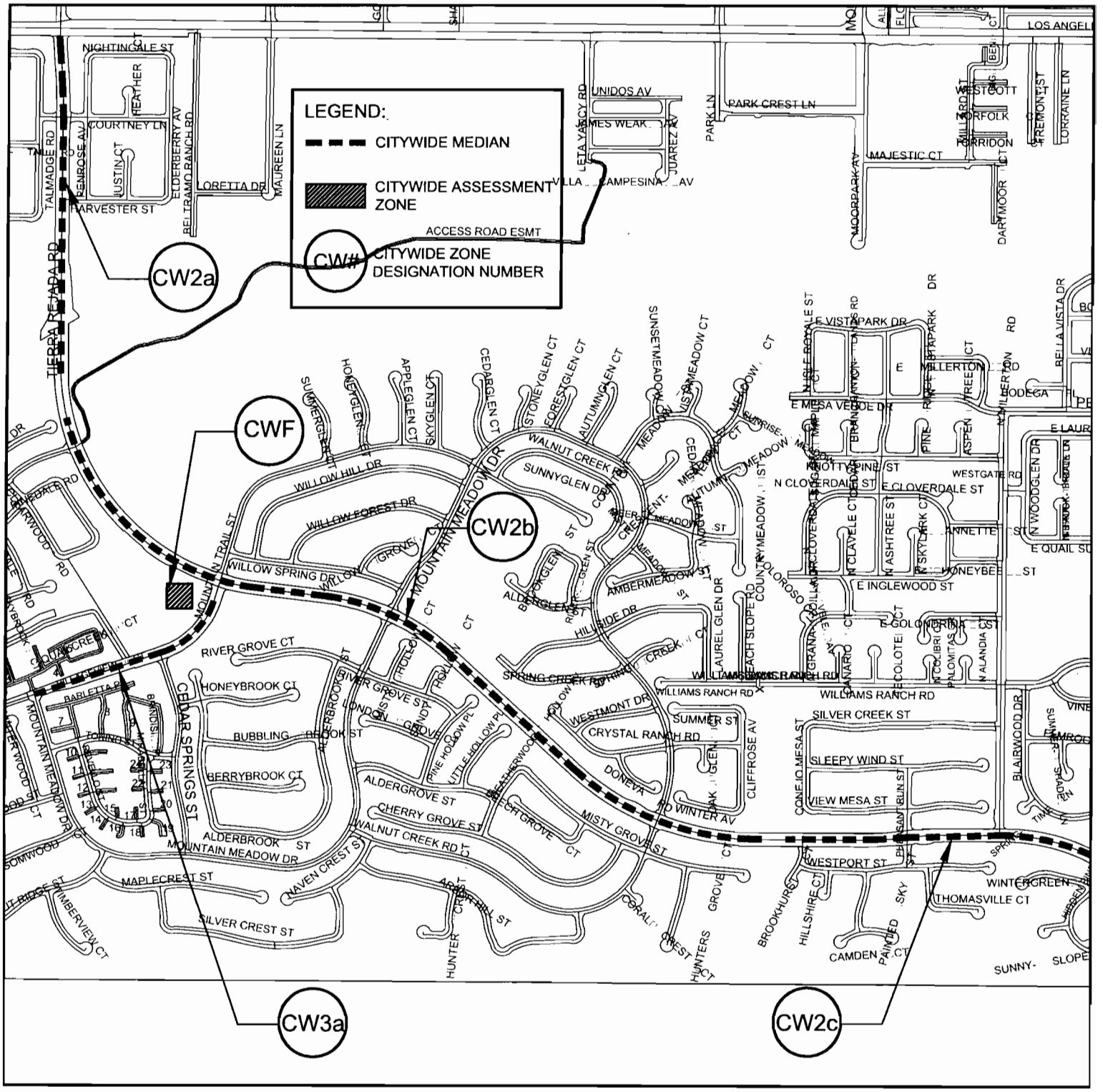
NORTH

SCALE N.T.S.

DATE MARCH 9, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 2a, 2b, 2c, 3a, & F)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

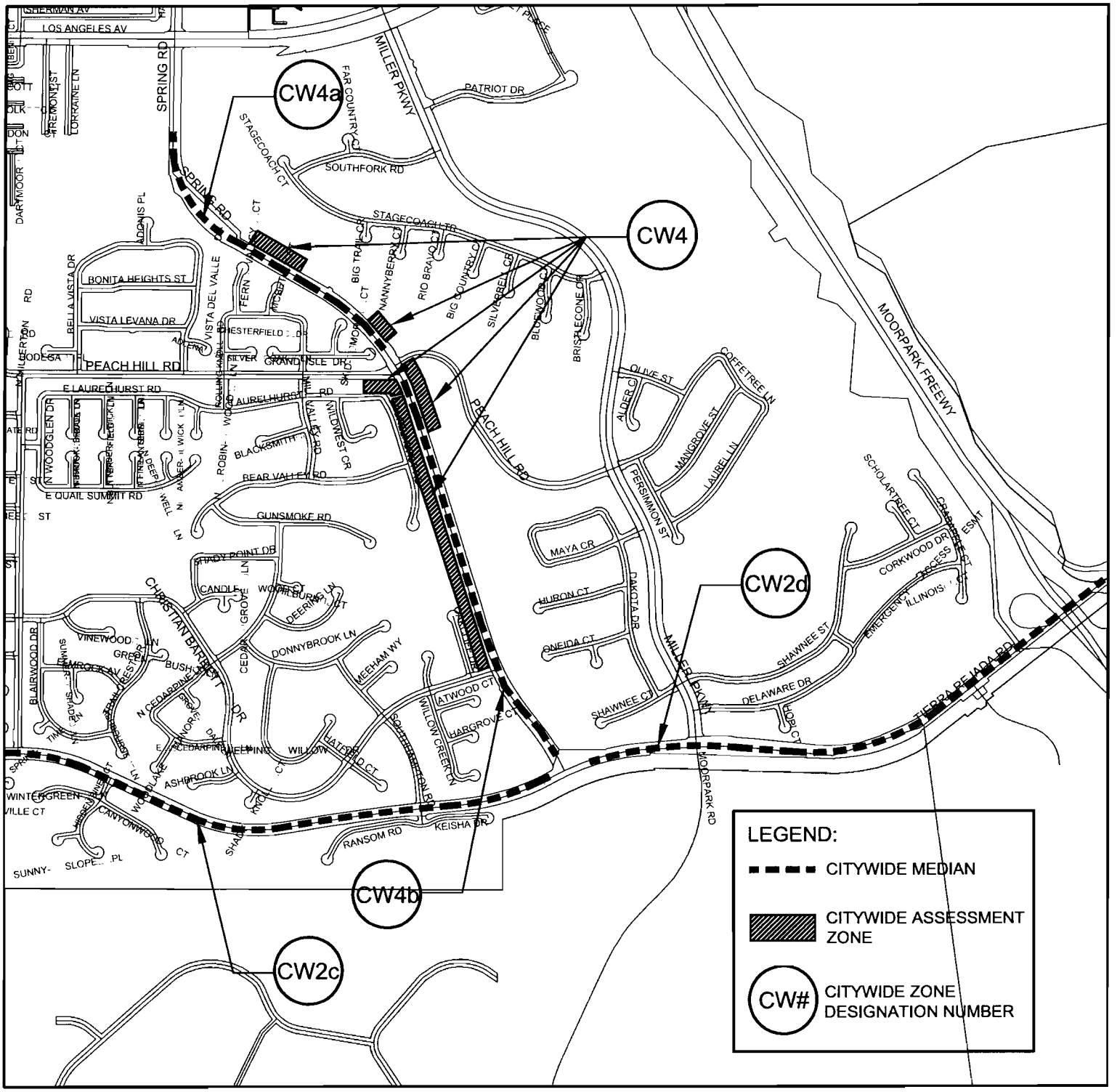
NORTH

SCALE N.T.S.

DATE MARCH 9, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 2c, 2d & 4, 4a, 4b)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

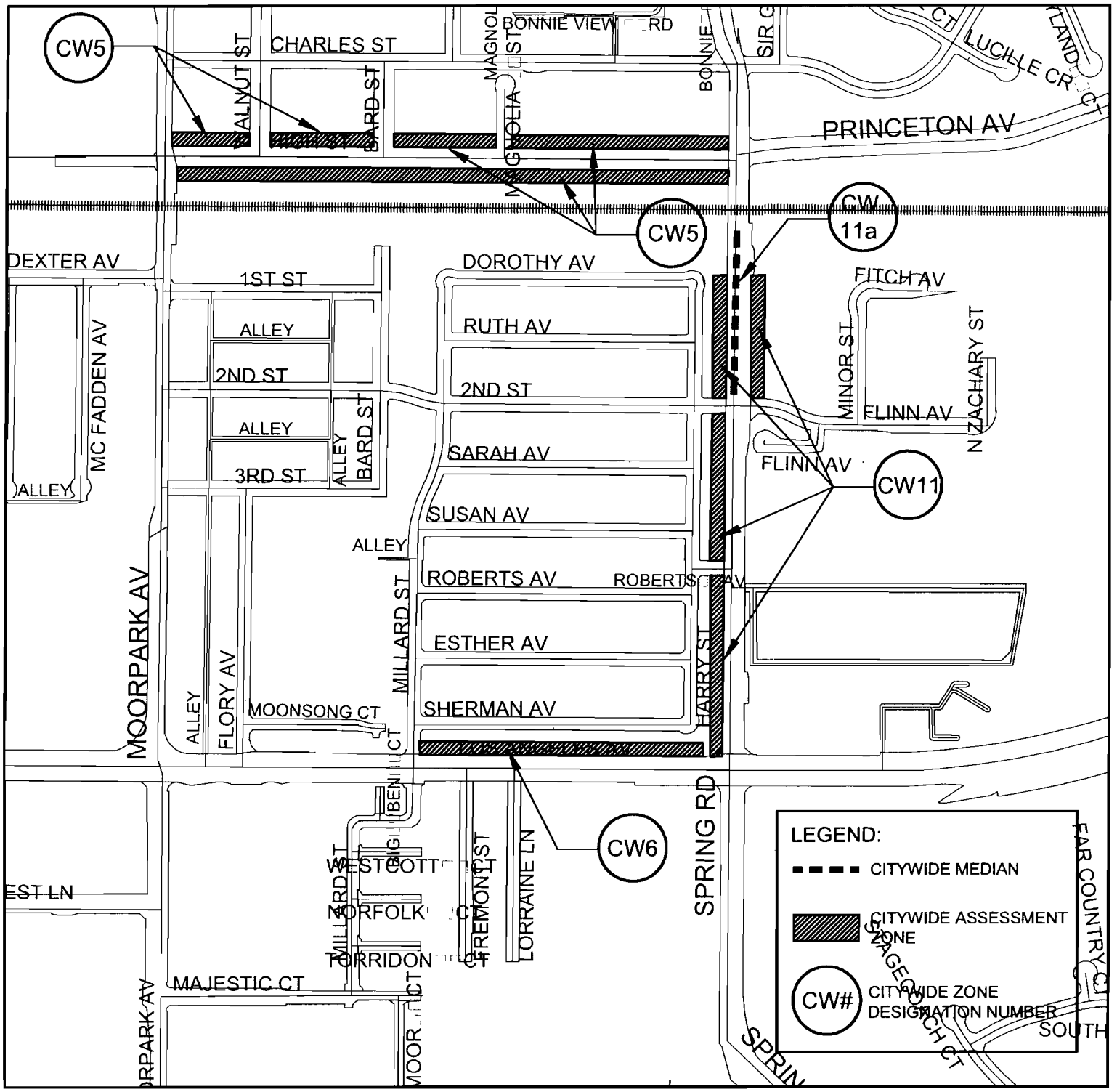
NORTH

SCALE N.T.S.

DATE MARCH 9, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 5, 6, 11, 11a)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

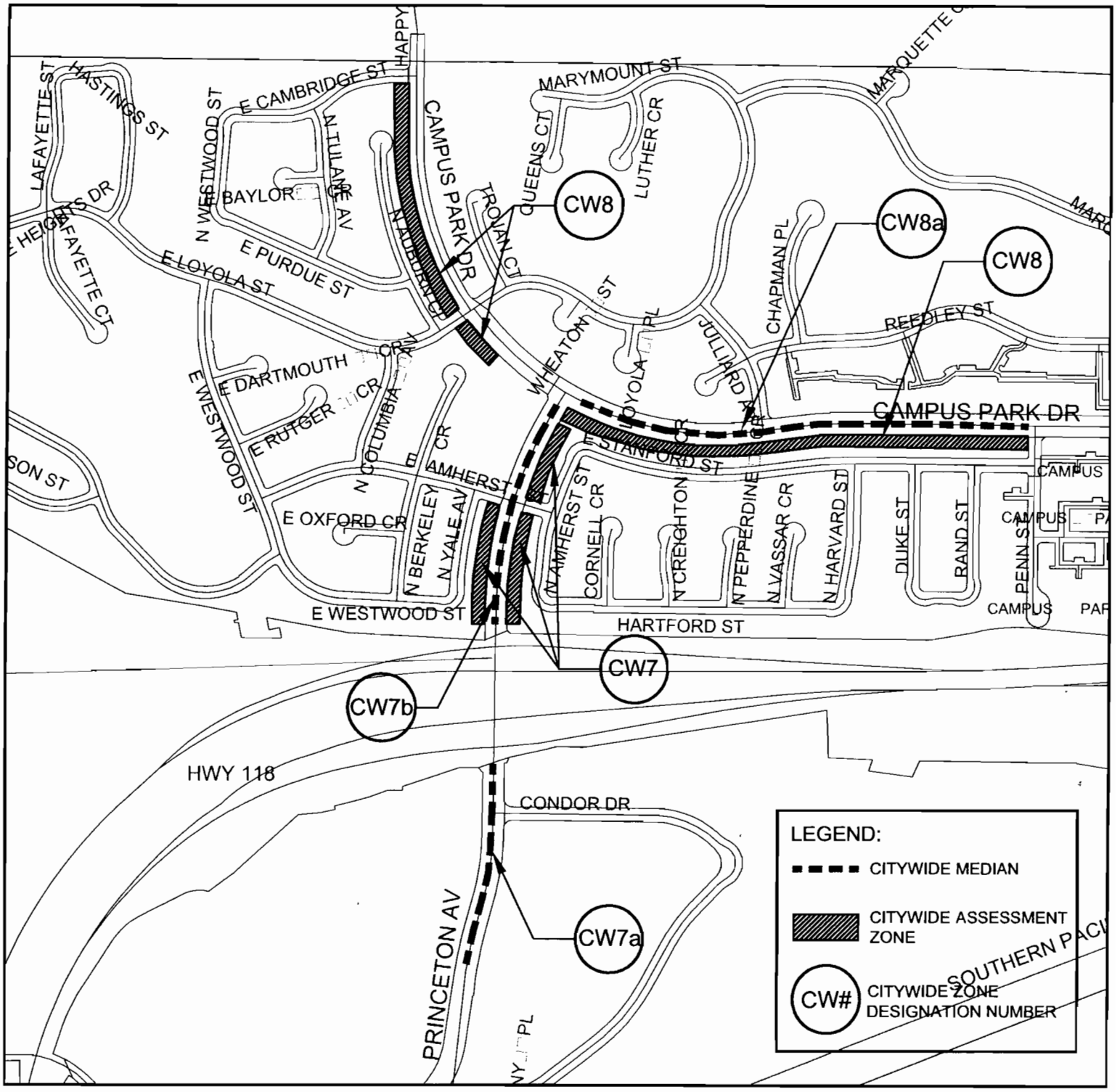
NORTH

SCALE N.T.S.

DATE MARCH 9, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 7, 7a, 7b, 8, 8a)



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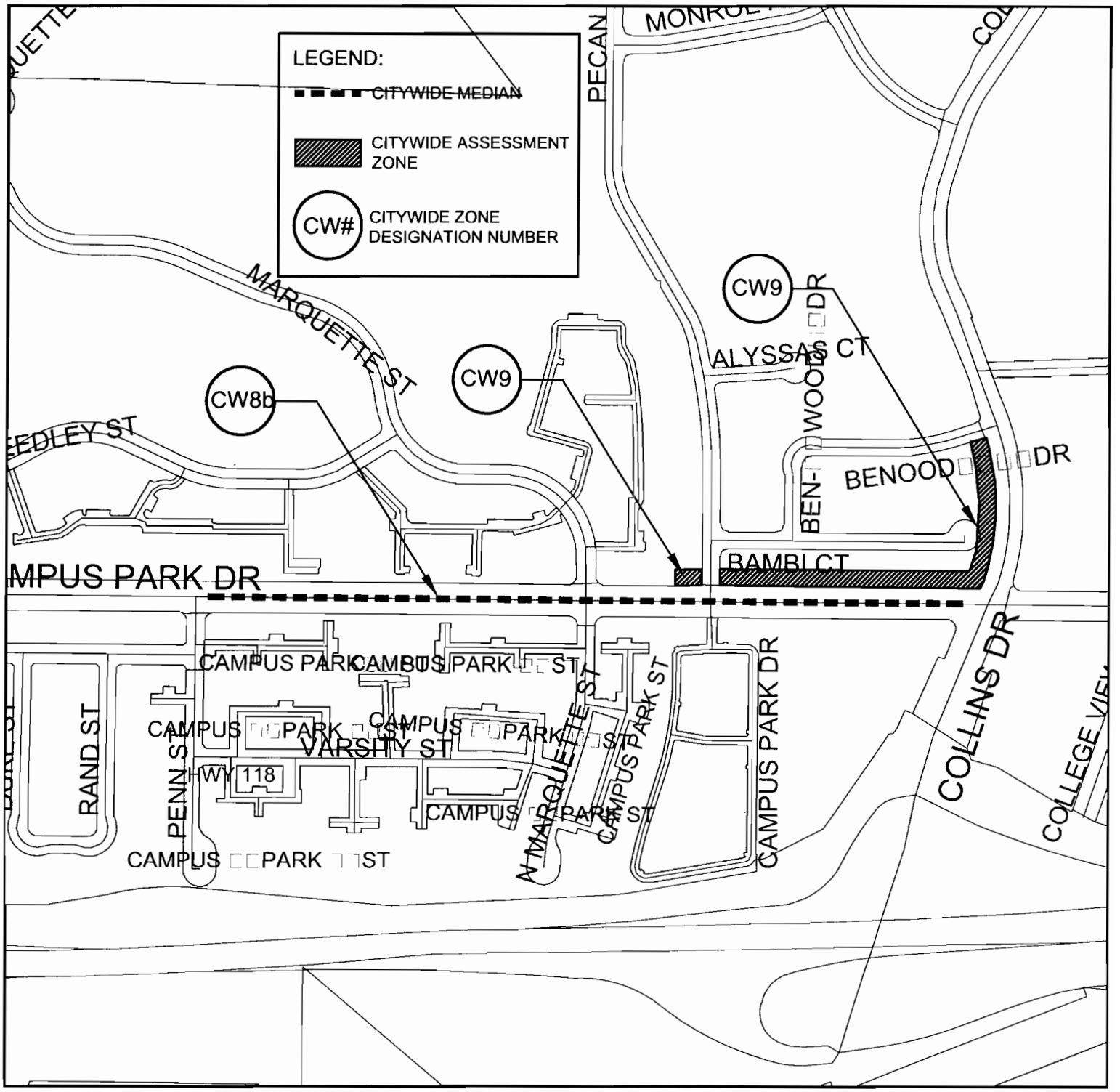
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 8b, 9)



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LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ZONES OF BENEFIT

DESCRIPTION	*SIZE	*MAP
Zone 1 (Tract 2851): Parkway (s): East side of Pecan Avenue between Campus Park Drive and Bambi Court. Sidewalk and planters. Parkway (s): North side of Bambi Court between Pecan Avenue and Benwood Drive. Sidewalk and planters. Parkway (s): East side of Benwood Drive between Bambi Court and north Benwood Drive. Sidewalk and planters. Landscape Area: East side of Ventura County Flood Control District channel between the channel fence and adjacent property line fence.	1.4 acres	Z1
Zone 2 (Tract 2865): Parkway (s) & slope (s): West side of Spring Road, south of Monte Vista Park to approximately 75' south of Christian Barrett Road, including entry planters. Sidewalk, turf, vines and planters. Parkway (s) & slope (s): South side of Christian Barrett Road between Spring Road and Willow Creek Lane. Sidewalk, vines and planters. Parkway (s) & slope (s): North side of Tierra Rejada Road, from the southwest property line of the commercial center westerly to Peach Hill Road. Sidewalk, vines, tree wells and planters. Parkway (s) & slope (s): South side of Tierra Rejada Road from approximately 75' east of Keisha Drive westerly to Peach Hill Road. Sidewalk, vines, tree wells and planters. Parkway (s) & slope (s): East side of Peach Hill Road from Tierra Rejada Road southerly to Christian Barrett Road. Sidewalk and planters.	3.3 acres	Z2
Zone 3 (Tract 3032): Parkway (s): South side of Peppermill Street. Sidewalk and planters. Parkway (s): South side of Los Angeles Avenue from the east property line west of Buttercreek Road easterly to Mira Sol Drive. Tree wells, sidewalk, vines and planters.	0.1 acres	Z3
Zone 4 (Tract 3274): Parkway (s): North side of Williams Ranch Road between Granidilla and the SCE easement. Turf, planters and sidewalk. Parkway (s): South side of Williams Ranch Road from the SCE Easement westerly to the west end of Williams Ranch Road.	0.5 acres	Z4

Turf, planters and sidewalk. Parkway (s): SCE barrier landscape area. Planters		
Zone 5 (Tract 3019 & Tract 3025): Parkway (s) & slope (s): West side of Peach Hill Road between Williams Ranch Road and Tierra Rejada Road. Sidewalk, turf and planters. Parkway (s) & slope (s): North and South side of Tierra Rejada Road between Peach Hill Road and the SCE easement, including the entry statements at Pheasant Run Street. Sidewalk and planters.	4.5 acres	Z5
Zone 6 (Tract3306): Parkway (s): West end of Inglewood Street	1,500 s.f.	Z6
Zone 7 (Moorpark Square Industrial): Parkway (s): North side of Los Angeles Avenue from Gabbert Road easterly to the property line east of Shasta Avenue. Turf, sidewalk and planters.	0.8 acres	Z7
Zone 8 (Home Acres Buffer Zone): The fenced landscaped area at the west end of Shadyridge Drive Turf, sidewalk and planters.	1.4 acres	Z8
Zone 9 (Moorpark Business Center): Parkway and planter at the southwest corner of Condor Drive and Princeton Avenue.	0.4 acres	Z9
Zone 10 (Mountain Meadows): The landscape area adjacent to both sides of the Peach Hill Wash channel, which extends easterly from Country Trail Park, to the shopping center property line. Planters. Natural areas. The narrow landscaped strip located north of Arroyo West School. Sidewalk and planters. The Peach Hill Wash slope and landscape areas located east of Country Hill Road on the north side of the channel, including the slope and landscape areas behind the adjacent shopping center at Tierra Rejada Road and Mountain Trail. Sidewalk, natural areas, turf and planters. The slope area located south of the VCFCD channel, west of Mountain Trail Street, behind the houses fronting Shadyridge Drive, including the north slope area adjacent to Mountain Trail Street. Planters and natural areas. Parkway (s) and slope (s): North and south side of Tierra Rejada Road between the flood control channel bridge and Countrywood Drive, including the entry statements at Countrywood Drive. Sidwalk, turf and planters. Parkway (s) and slope (s): Southwest side of Tierra Rejada Road between Countrywood Drive and the Vons Shopping Center.	17 acres	Z10

Sidewalk and planters Parkway (s) and slope (s): North side of Tierra Rejada Road between Mountain Trail Street and the SCE easement. Parkway (s) and slope (s): South side of Tierra Rejada Road between Mountain Meadow Drive and the SCE easement.		
Zone 11 (Tract 4173): Landscaped parkway at the northeast and southeast corners of Pecan Avenue and Alyssas Court. Turf and sidewalk.	0.1 acres	Z11
Zone 12 Parkways (Carlsberg Ranch): Parkway (s): East side of Miller Parkway from Patriot Drive southerly to Tierra Rejada Road. Sidewalk and planters. Parkway (s): West side of Miller Parkway from Patriot Drive southerly to Tierra Rejada Road. Sidewalk and planters. Hillside: West side of Miller Parkway across from Olive Street. Center of Stagecoach east to Miller Park. Shawnee to Flow basin. Natural areas. Parkway (s): North side of Tierra Rejada Road from Spring Road to the south bound Hwy 23 off-ramp. Sidewalk and planters. Hillside: North side of Tierra Rejada Road between the 118 Freeway southbound off-ramp easterly to a location approximately 300' east of Miller Parkway. Natural areas. Planters: North side of Tierra Rejada Road between Miller Parkway and Spring Road: Back of sidewalk to v-ditch. Sidewalk, planters and natural area. Parkway (s) and slope (s): East side of Spring Road from Tierra Rejada road northerly to a point approximately 600' south of Peach Hill Road. Slope landscape area is from Tierra Rejada Road northerly approximately 750' from Tierra Rejada Road. Sidewalk, turf, planters and natural areas.	9.2 acres	Z12
Zone 12 Median Islands (Carlsberg Ranch): Median islands (s): Miller Parkway between Los Angeles Avenue and Peach Hill Road. Median islands (s): Miller Parkway between Peach Hill Road and Tierra Rejada Road	3.0 acres	Z12a Z12b
Zone 14 (TR 5201): Parkway (s): North side of Peach Hill Road from Rolling Knoll Drive easterly to property line. Sidewalk and planters. Parkway (s): East and west side of Rolling Knoll Drive from Peach Hill Road northerly to property line. Sidewalk and planters.	0.3 acres	Z14

Zone 15 Parkways (TR 4928 Moorpark Country Club Estates): Parkway (s), planter (s) & multi-use trail (s): South side of Championship Drive between curb and back of multi-use trail from Walnut Canyon Road westerly to Grimes Canyon Road. Sidewalk, multi-use trail, turf and planters. Entry statement areas and parkway (s): North and south side of Championship Drive at Walnut Canyon Road and Grimes Canyon Road. Sidewalk, turf and planters. Multi-use trail (s): Decomposed granite multi-use trails from Walnut Canyon Road westerly to Grimes Canyon Road and southerly parallel to Grimes Canyon Road to the staging area. Decomposed granite multi-use trails from Championship Drive southerly approximately 750' to the end of the debris basin. Staging Area: Gravel parking area adjacent to Grimes Canyon Road.	9.0 acres	Z15
Zone 15 Median Islands (TR 4928 Moorpark Country Club Estates): Median (s): Median islands at Championship Drive and Walnut Canyon Road. Median (s): Median islands at Championship Drive and Grimes Canyon Road.	0.2 acres	Z15a Z15b
Zone 16 (TR 5161 Cabrillo): Parkway (s): West side of Gisler Road from Poindexter Avenue southerly to Olympus Street. Sidewalk, vines and planters. Parkway (s): West side of Fuji Street and West side of Reyes Street at property line. Sidewalk, vines and planters. Parkway (s): South side of Poindexter Avenue between Gisler Road and westerly property line. Sidewalk, tree wells, vines and turf.	0.4 acres	Z16
Zone 18 (Tr 5307 Colmer): Parkway (s): North side of Los Angeles Avenue between Flory Street and Millard Street. Sidewalk, turf, vines and planters. Parkway (s) & basin (s): East side of Flory Street from Los Angeles Avenue to northerly property line. Sidewalk, vines and planters.	0.5 acres	Z18
Zone 20 Parkways and Slopes (Tr 5187 Resmark) Parkway (s): West side of Walnut Canyon Road from the southerly property line of Tract 5405 to the end of the VCWPD basin. Planters. Parkway (s): North and south side of Meridian Hills Drive from	25.0 acres	Z20

Walnut Canyon Road to Ridgemark Drive, including the entry statement areas at Walnut Creek Drive. Sidewalk, turf, vines and planters. NPDES Basin (s): Basin and adjacent slopes at the southwest corner of Meridian Hills Drive and Walnut Canyon Road. Planters, vines and natural areas. NPDES Basin (s): Basin and adjacent slopes west of the recreation center. Planters, vines and natural areas. Slope (s) and planter (s): Slope adjacent to the west side of Tract 5405. Slope area at the southerly end of Tract 5405. Slopes adjacent to the west side of the VCWPD basin and adjacent to the west side of the Walnut Creek basin. Slopes and landscape areas adjacent to the project monument southwest of the VCWPD basin. Slope and landscape areas on the north side or Meridian Hills Drive from Walnut Creek Road to the entry at Breezy Glen Drive. Slope and landscape areas adjacent to the north side of Meridian Hills Drive from the Recreation Center to Ridgemark Drive. Slope and landscape areas adjacent to the south side of Meridian Hills Drive from Ridgemark Drive to the easterly property line across from the recreation center. Sidewalk, vines and planters. Multi-use trail (s): Decomposed granite multi-use trails from Ridgemark Drive easterly to the VCWPD basin. Decomposed granite multi-use trails from the VCWPD basin northerly to the souther end of the debris basin adjacent to Championship Drive.		
Zone 20 Median Islands (Tr 5187 Resmark) Median island (s): Median Islands from Walnut Canyon Road to Ridgemark Drive.	0.3 acres	Z20a
Zone 21 (Tract 5133 Shea Homes): Parkway (s): South side of Los Angeles Avenue between east property line and west property line. Turf, planters, vines and sidewalk.	0.2 acres	Z21
Zone 22 Parkways and Slopes (Tr 5045 Moorpark Highlands): Parkway (s): East and west side of Spring Road from Charles Street northerly to Walnut Canyon Road. North and south side of Ridgecrest Avenue from Spring Road easterly to east end of Hightop Street. East side of Elk Run Way from Ridgecrest Avenue southerly to Mammoth Highlands Park. Sidewalk, turf, vines and planters. Slope (s): East and west side of Spring Road from Charles Street northerly to Walnut Canyon Road. South side of Ridgecrest Avenue from Spring Road easterly to east property line of PA-7	60 acres	Z22

(East of Hightop Street). North side of Ridgecrest from Spring Road easterly to 'v' ditch west of Hightop Street. North side of Ridgecrest from Hightop Street westerly to Hightop Street. East side of Elk Run Loop from Ridgecrest Avenue southerly to property line at Mammoth Highlands Park. Planters and natural areas. Basin (s): Three debris basins on the west side of Spring Road and adjacent slopes. Detention basin and adjacent slopes at the southeast corner of Walnut Creek Road and Spring Road Detention basin and adjacent slopes at the northeast corner of Hightop Street and Ridgecrest Avenue. Detention basin, adjacent slopes and natural area adjacent to the west side of Hightop Street. Detention basin and adjacent slopes at the southerly end of Timber Hollow Lane. Planters, vines and natural areas. Multi-use trail (s): West side of Spring Road from Charles Street northerly to Walnut Canyon Road. East side of Spring Road from Ridgecrest Avenue northerly to Walnut Canyon Road. North side of Ridgecrest Avenue from Spring Road easterly to Hightop Street. Adjacent to the east perimeter of PA-7. Adjacent to the north, west, and east perimeter of PA-8/9, including trees and irrigation system.		
Zone 22 Median Islands (Tr 5045 Moorpark Highlands): Median (s): Spring Road from Charles Street northerly to Walnut Canyon Road. Median (s): Ridgecrest Avenue from Spring Road easterly to the east end of Hightop Street. Median (s): Elk Run Way from Ridgecrest southerly to Mammoth Highlands Park property line. Median (s): Elk Run Way from Spring Road easterly to Timber Hollow Lane.		Z22a Z22b Z22c Z22d
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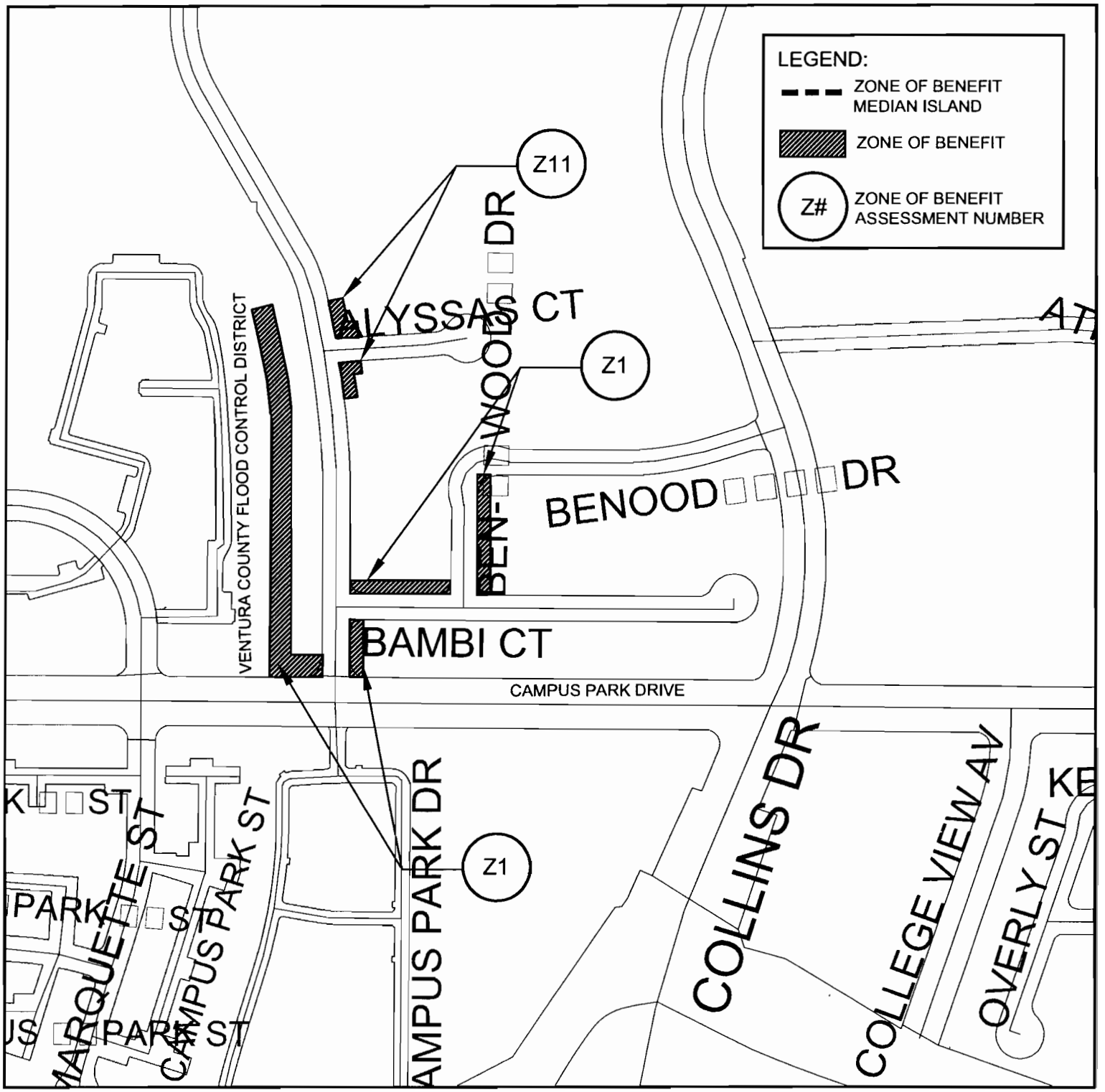
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 1 & 11)



City of Moopark
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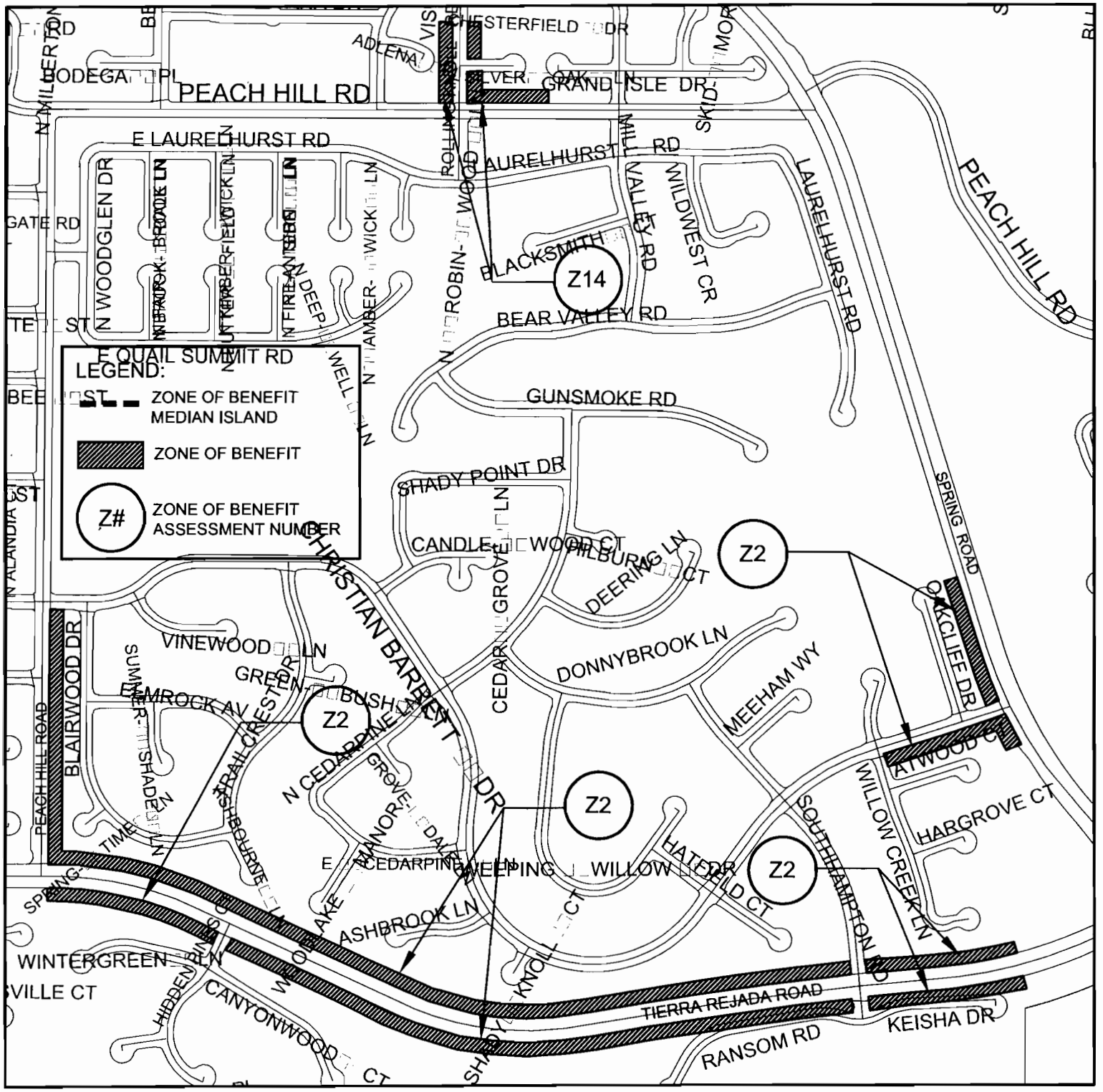
DATE MARCH 10, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 2 & 14)



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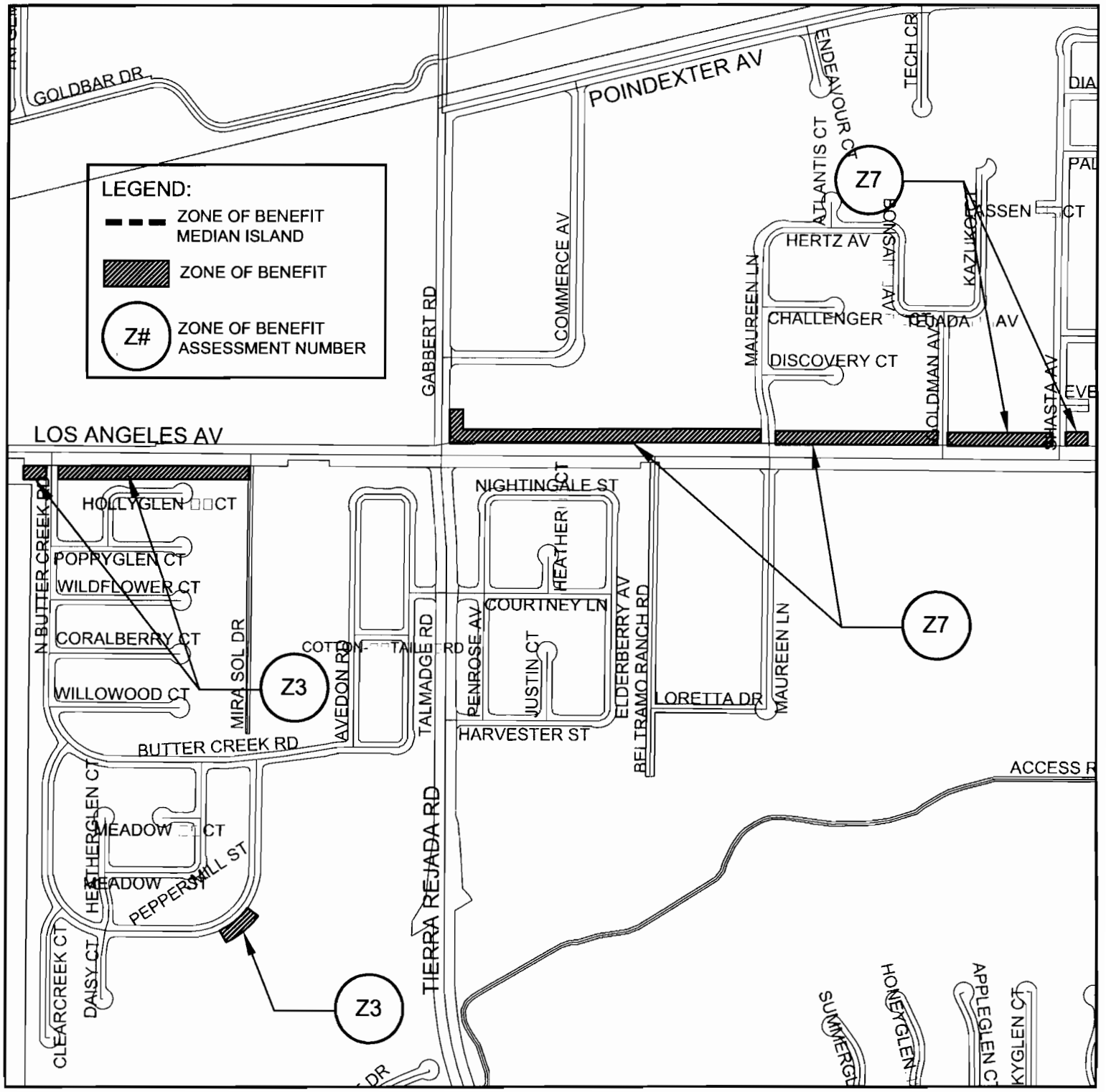
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 3 & 7)



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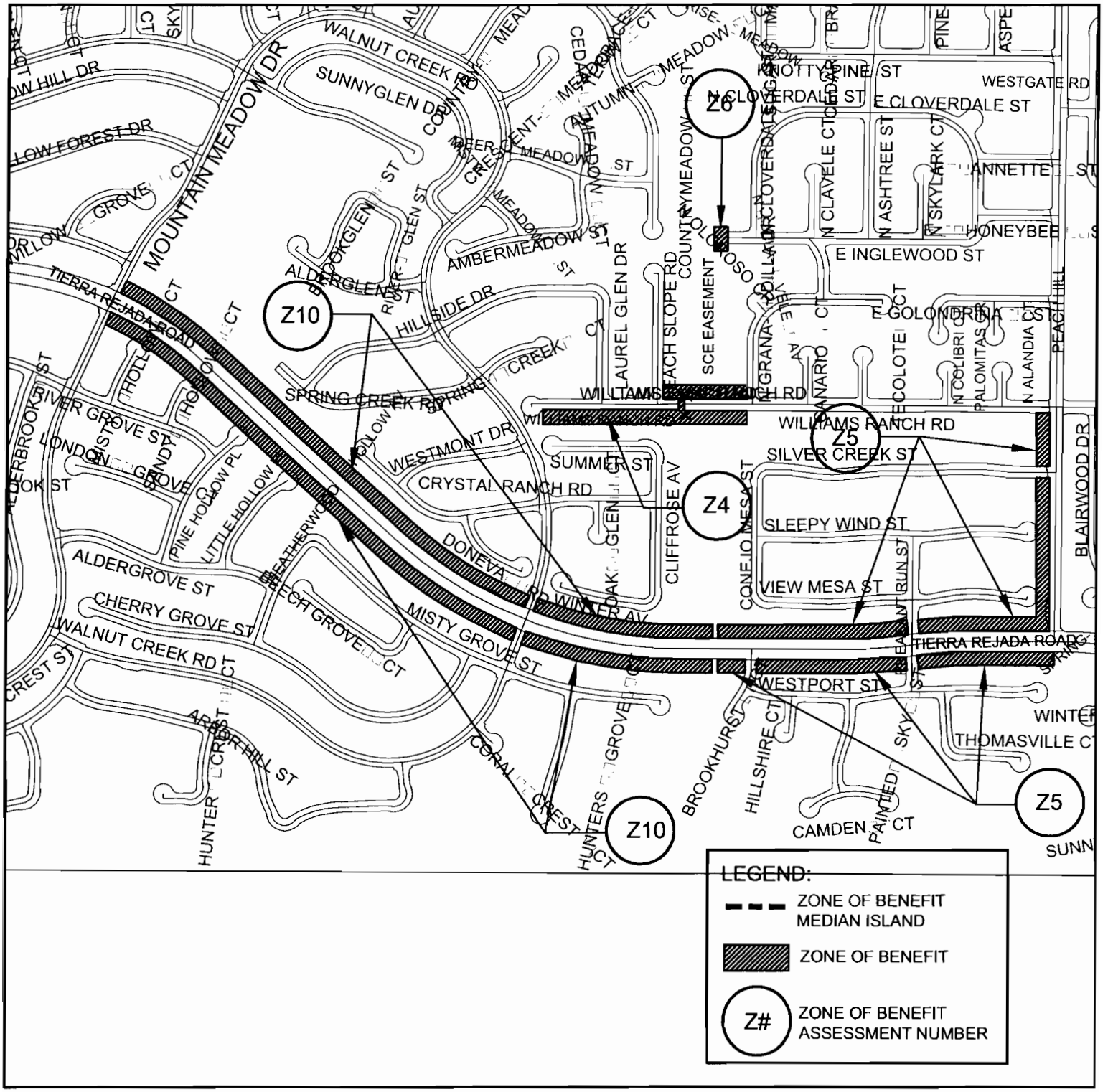
City of Moopark

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONES 4, 5, 6 & 10)



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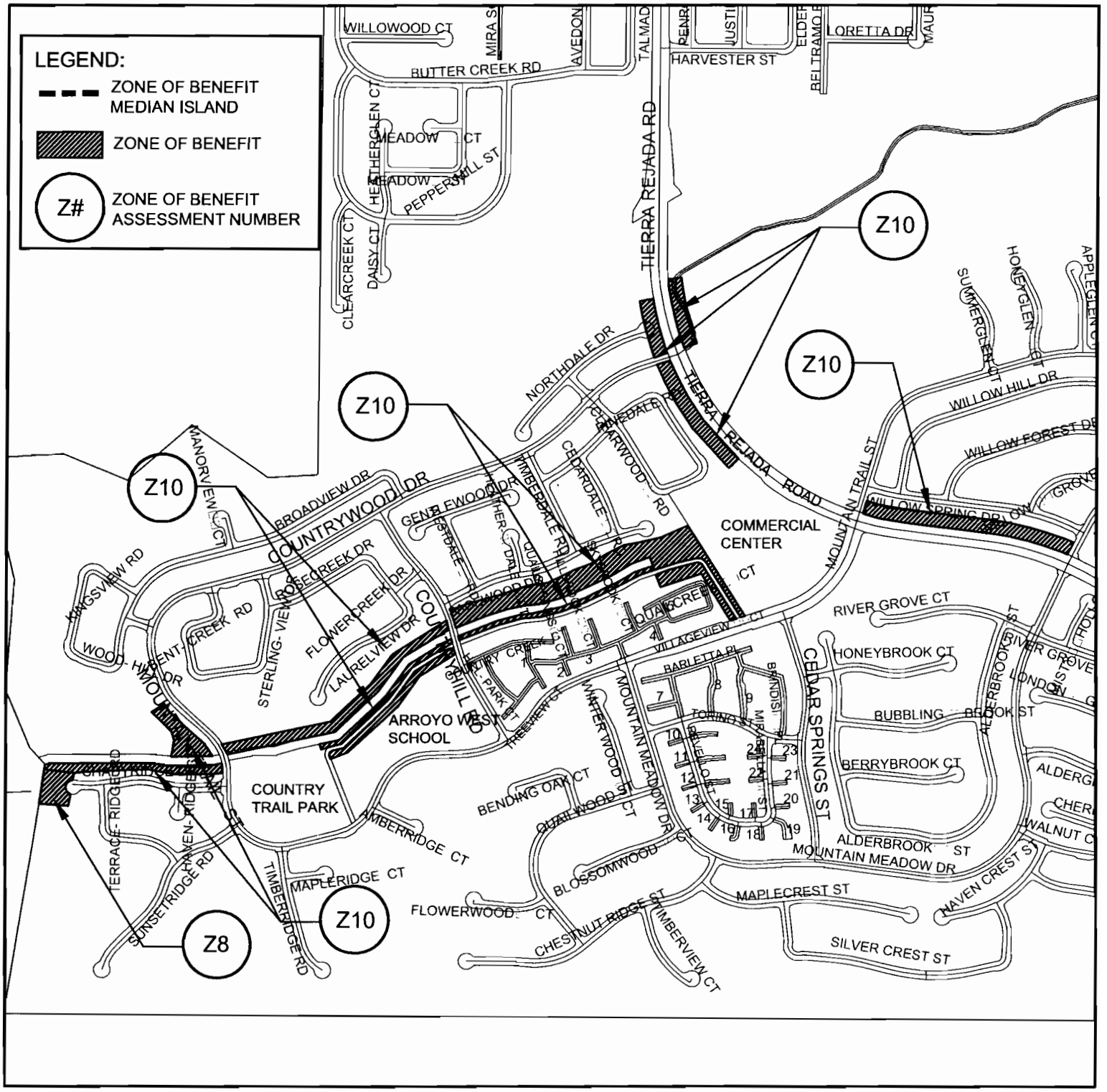
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 8 & 10)



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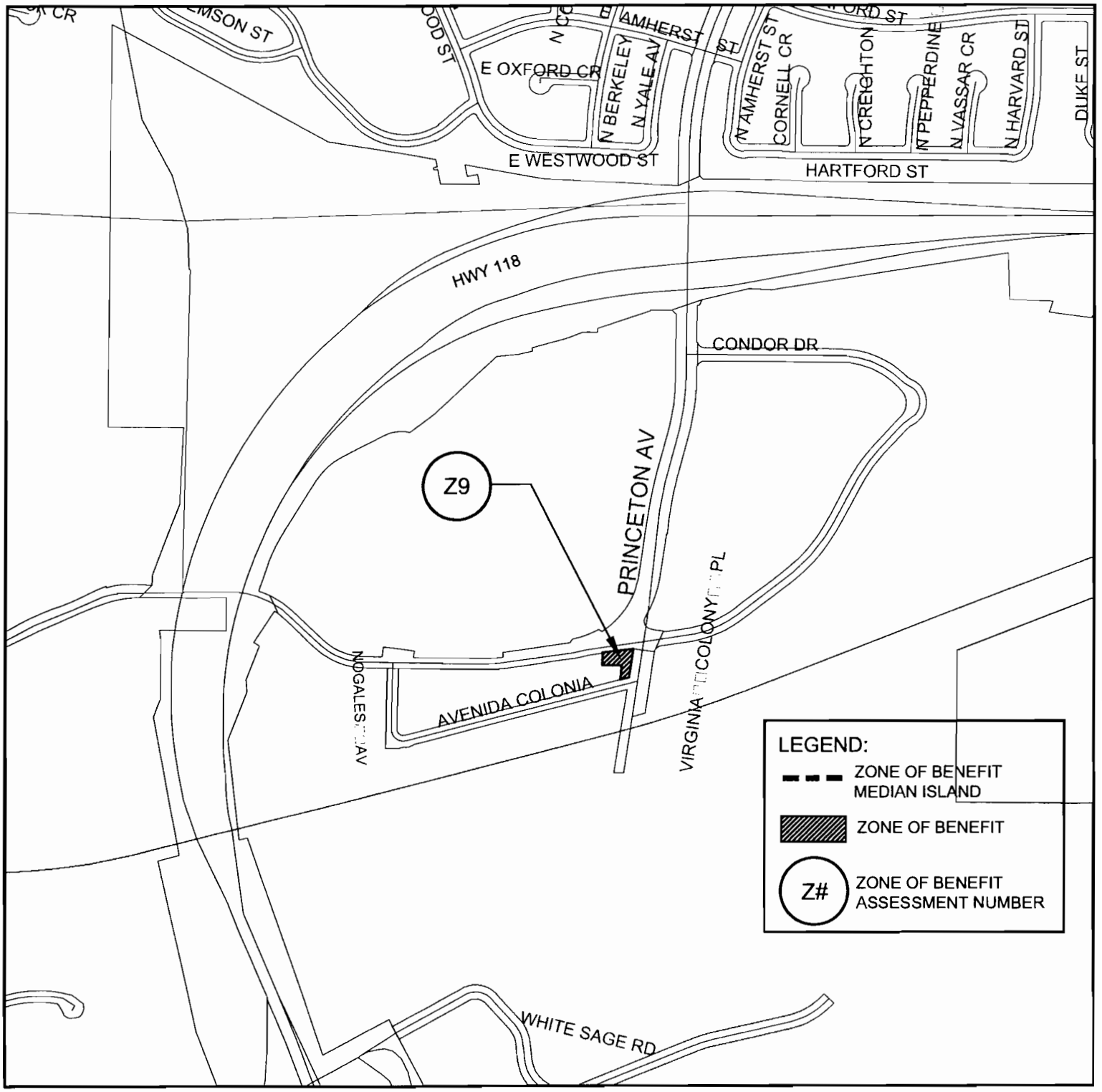
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 9)



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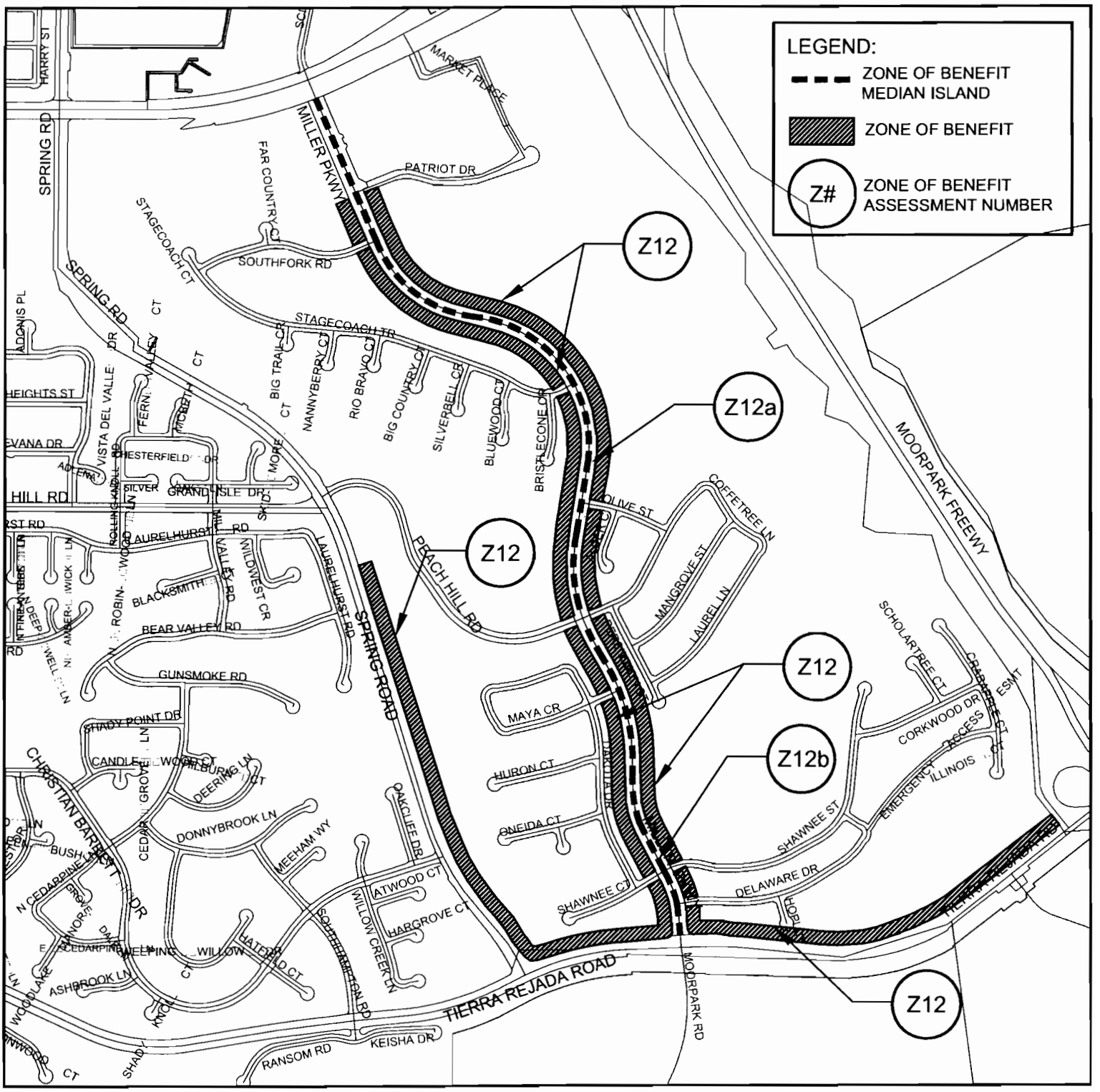
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 12)



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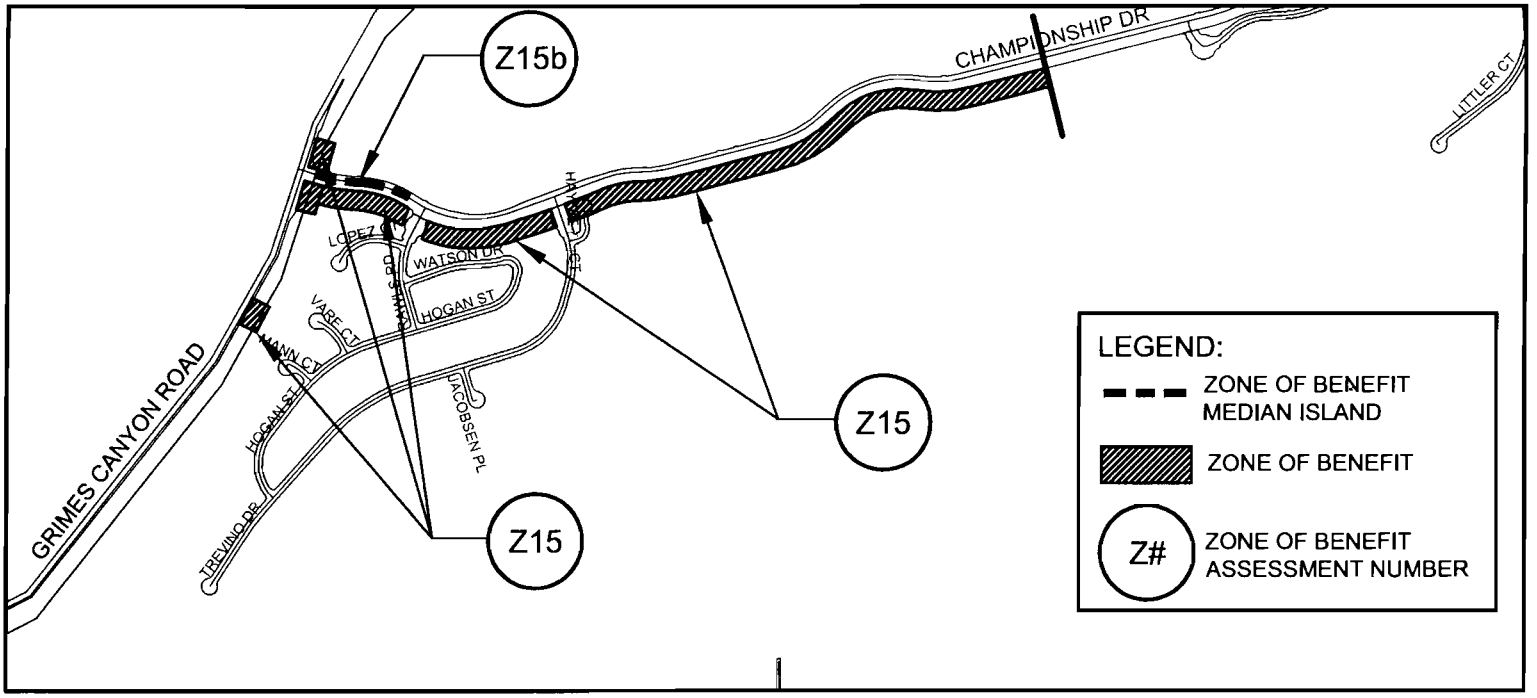
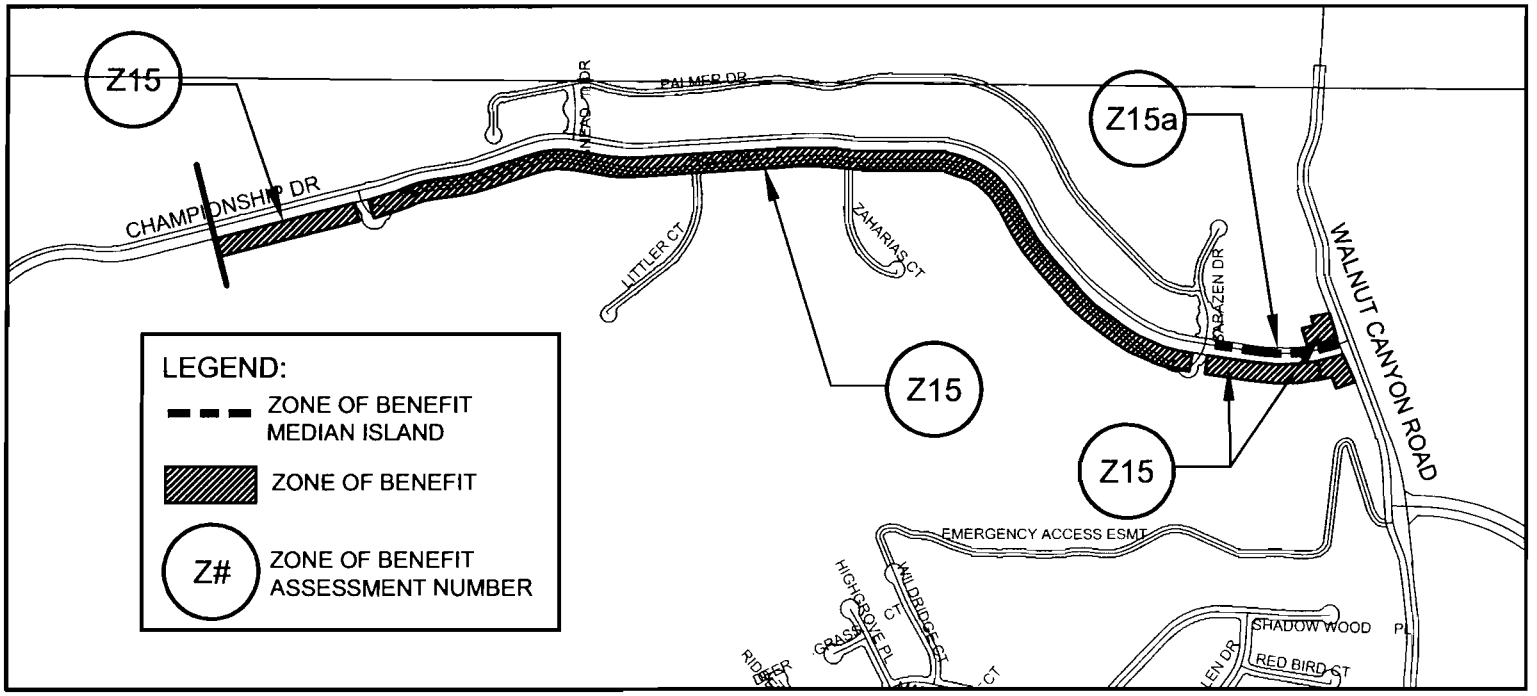
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 15)





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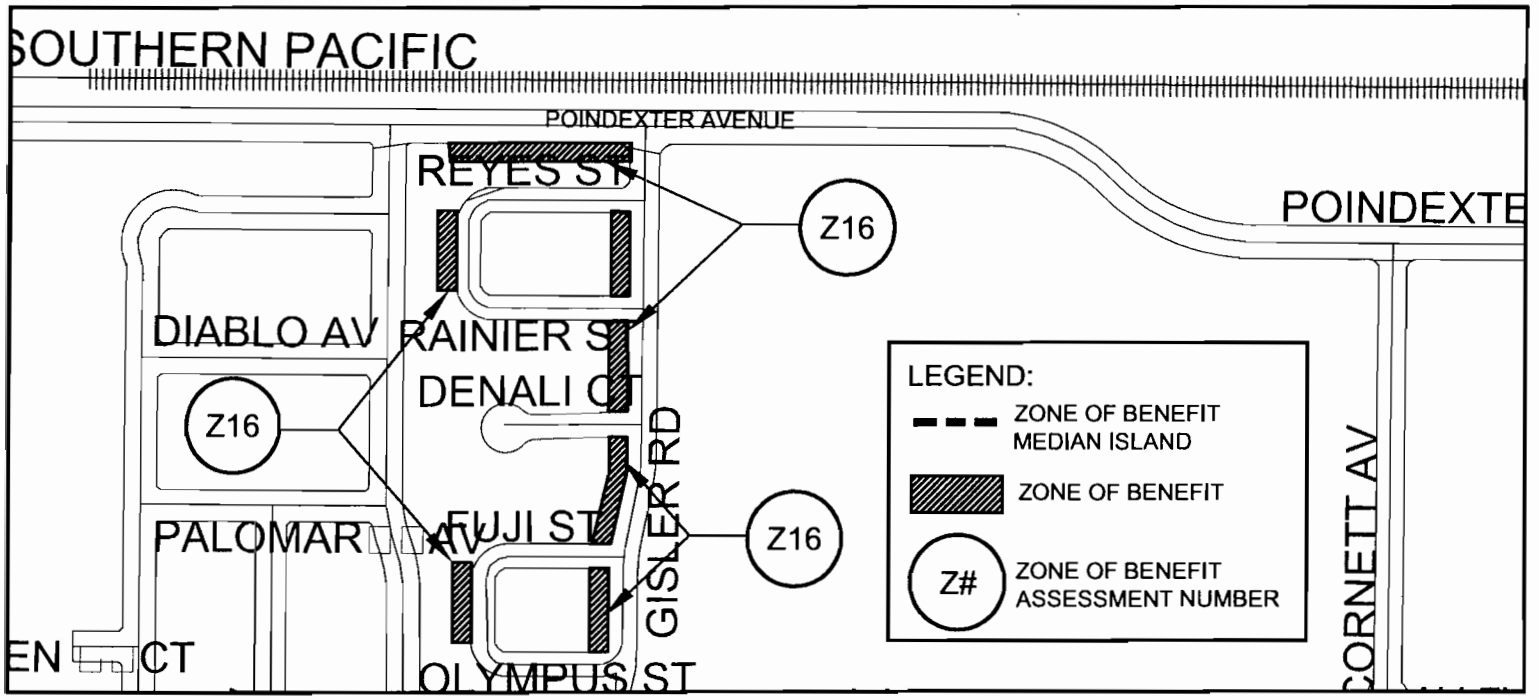
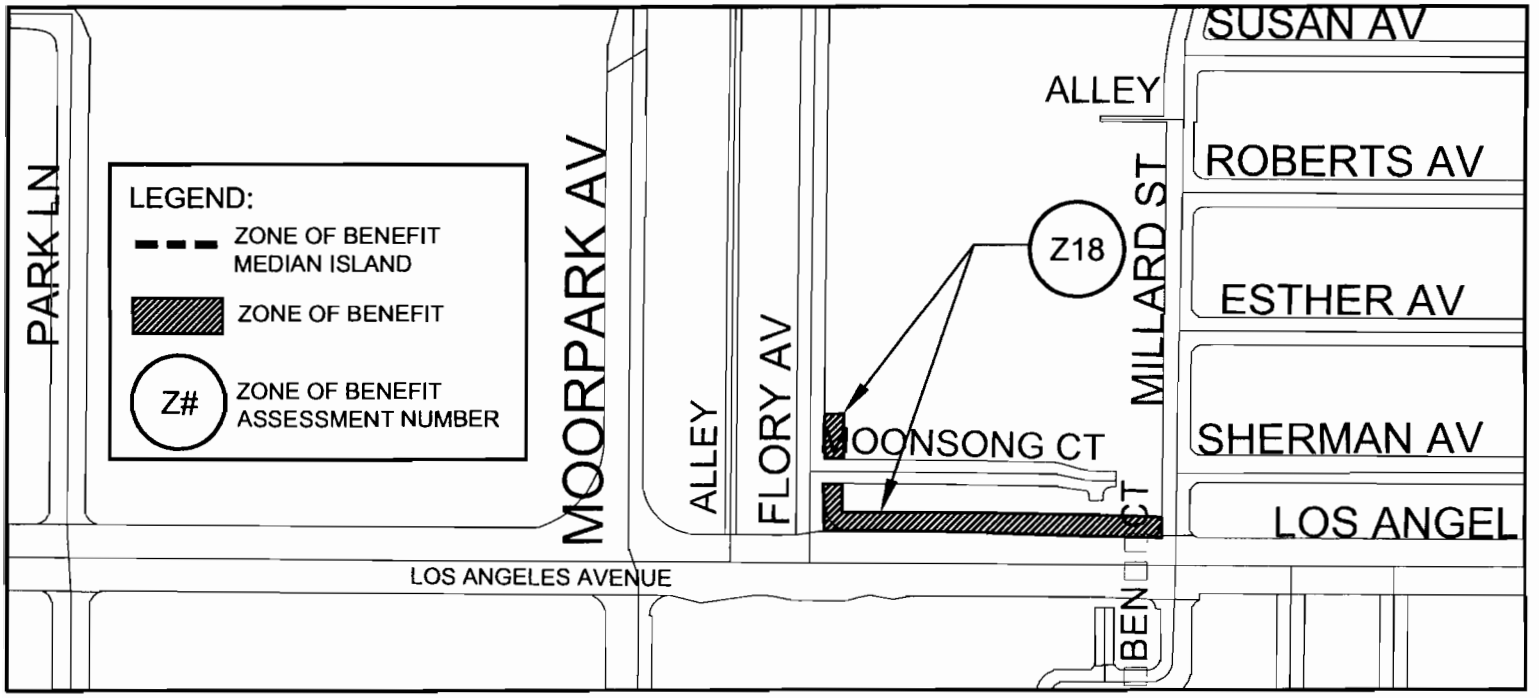
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 16 & 18)





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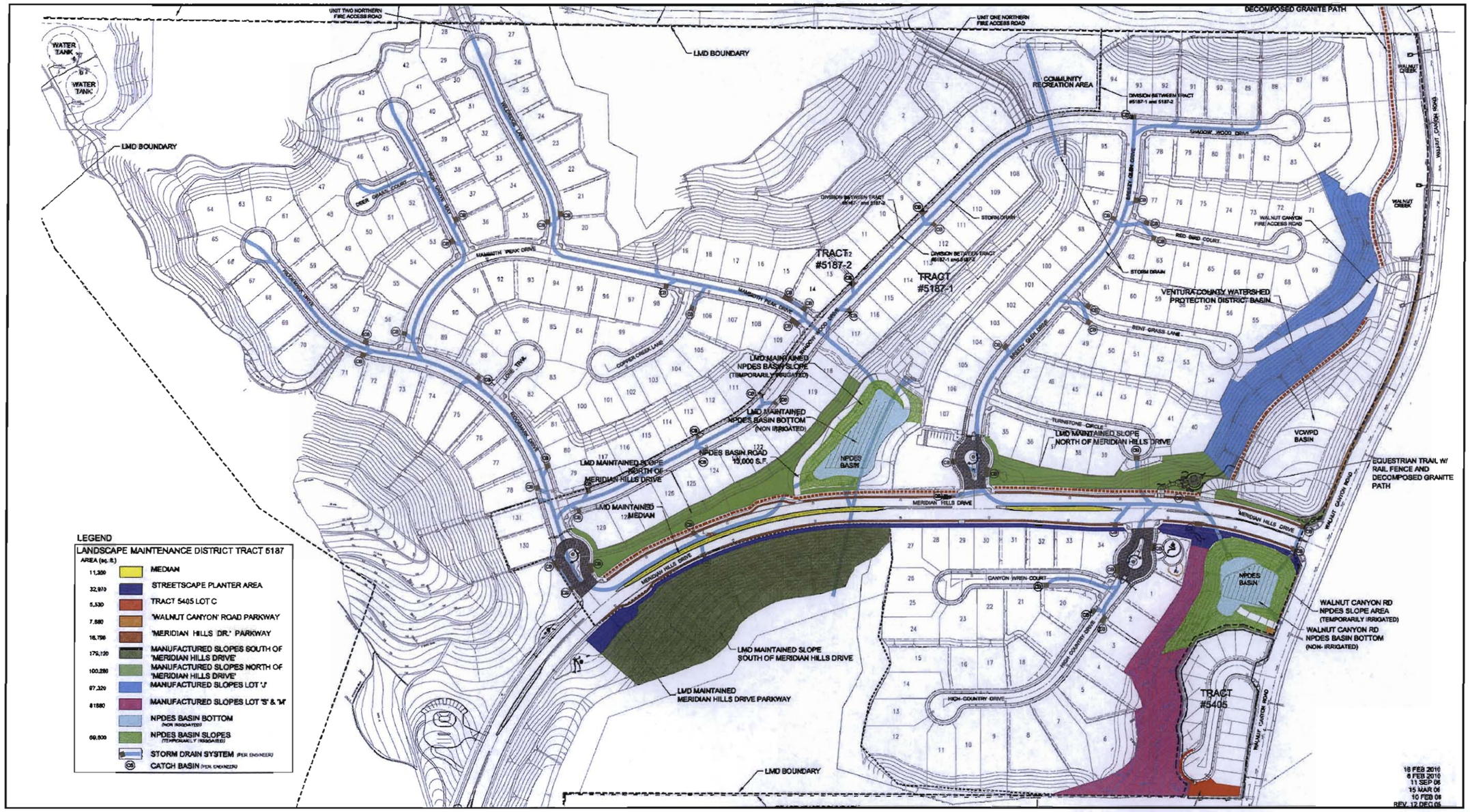
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 20)



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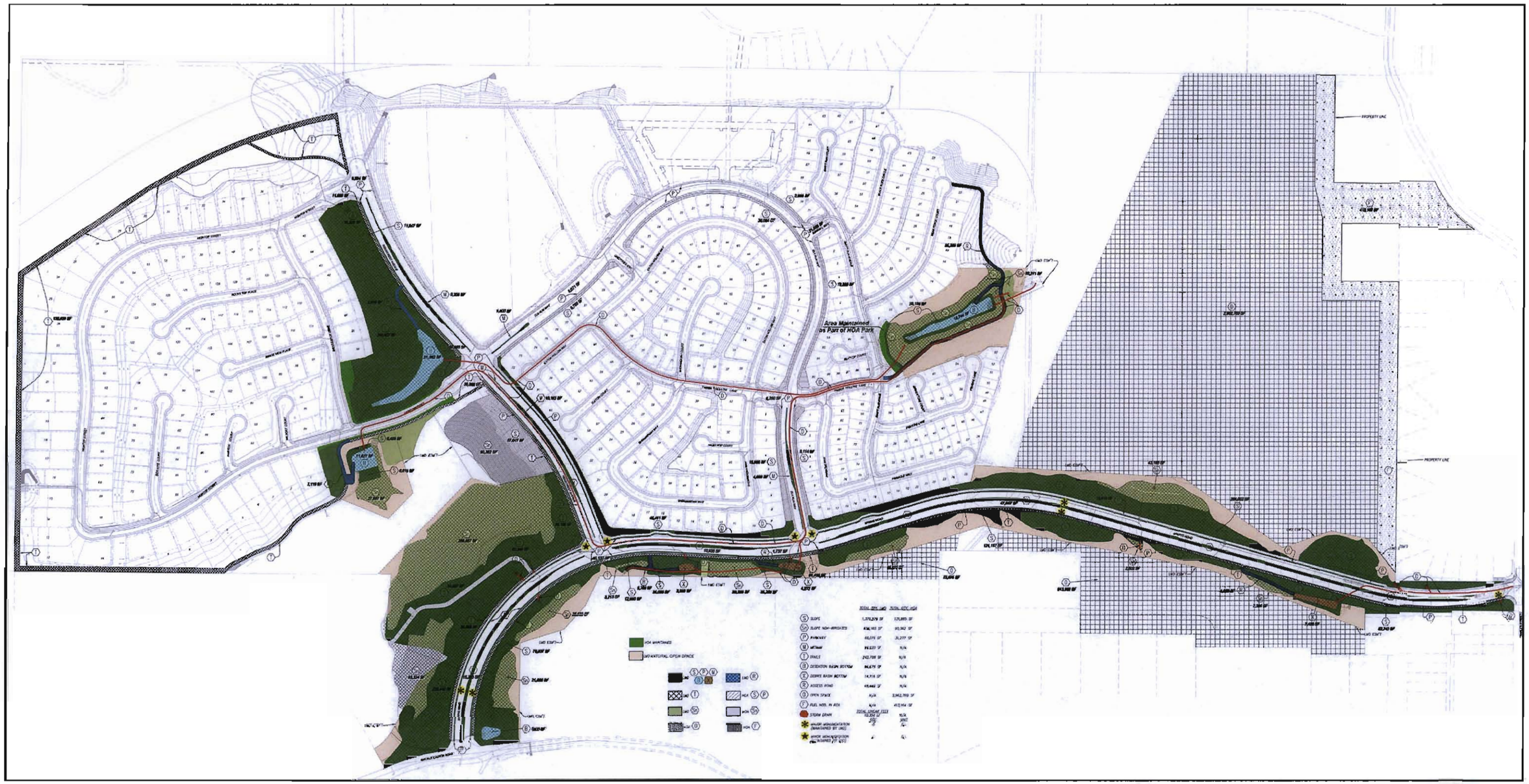
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 22)



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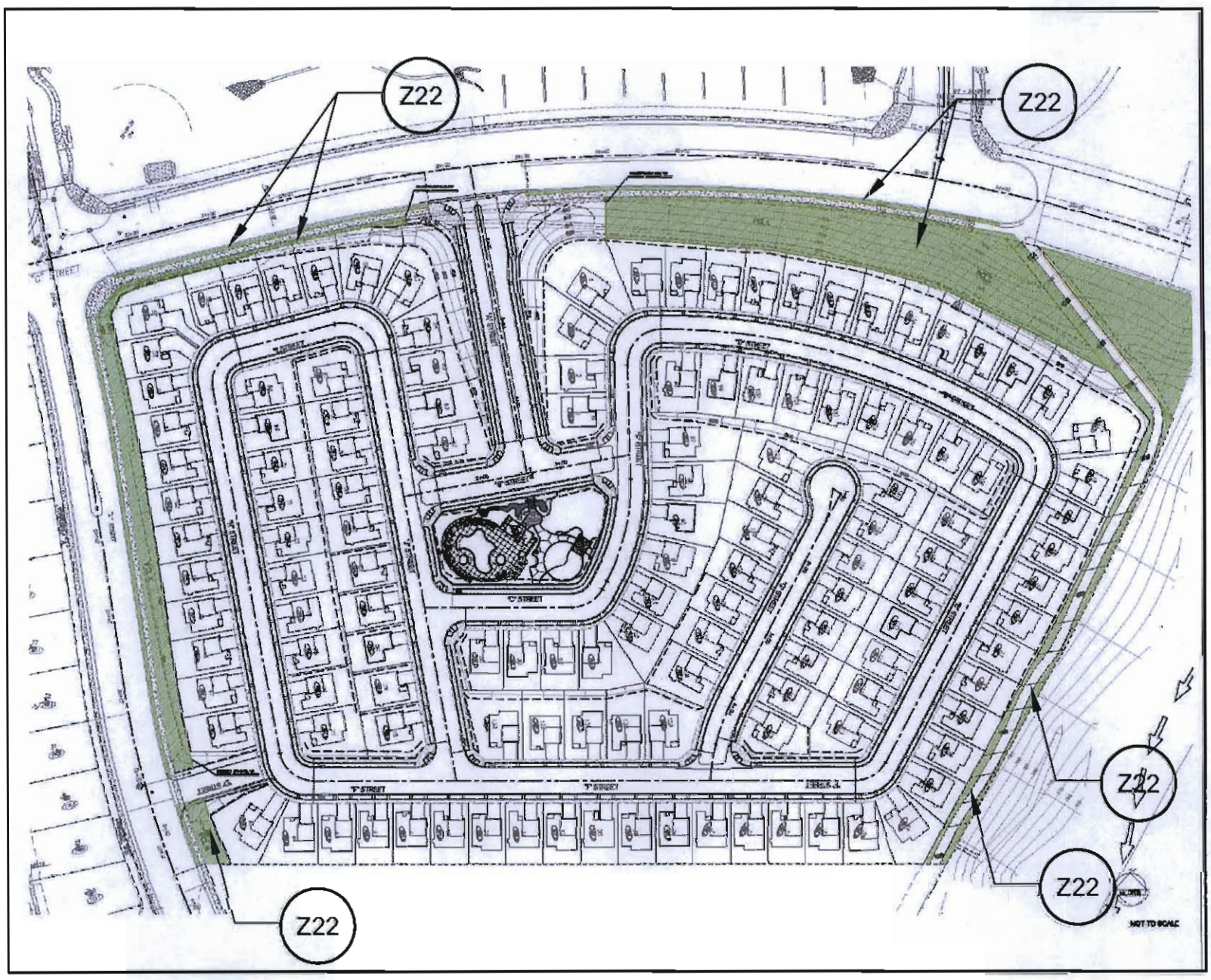
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 22)



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LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

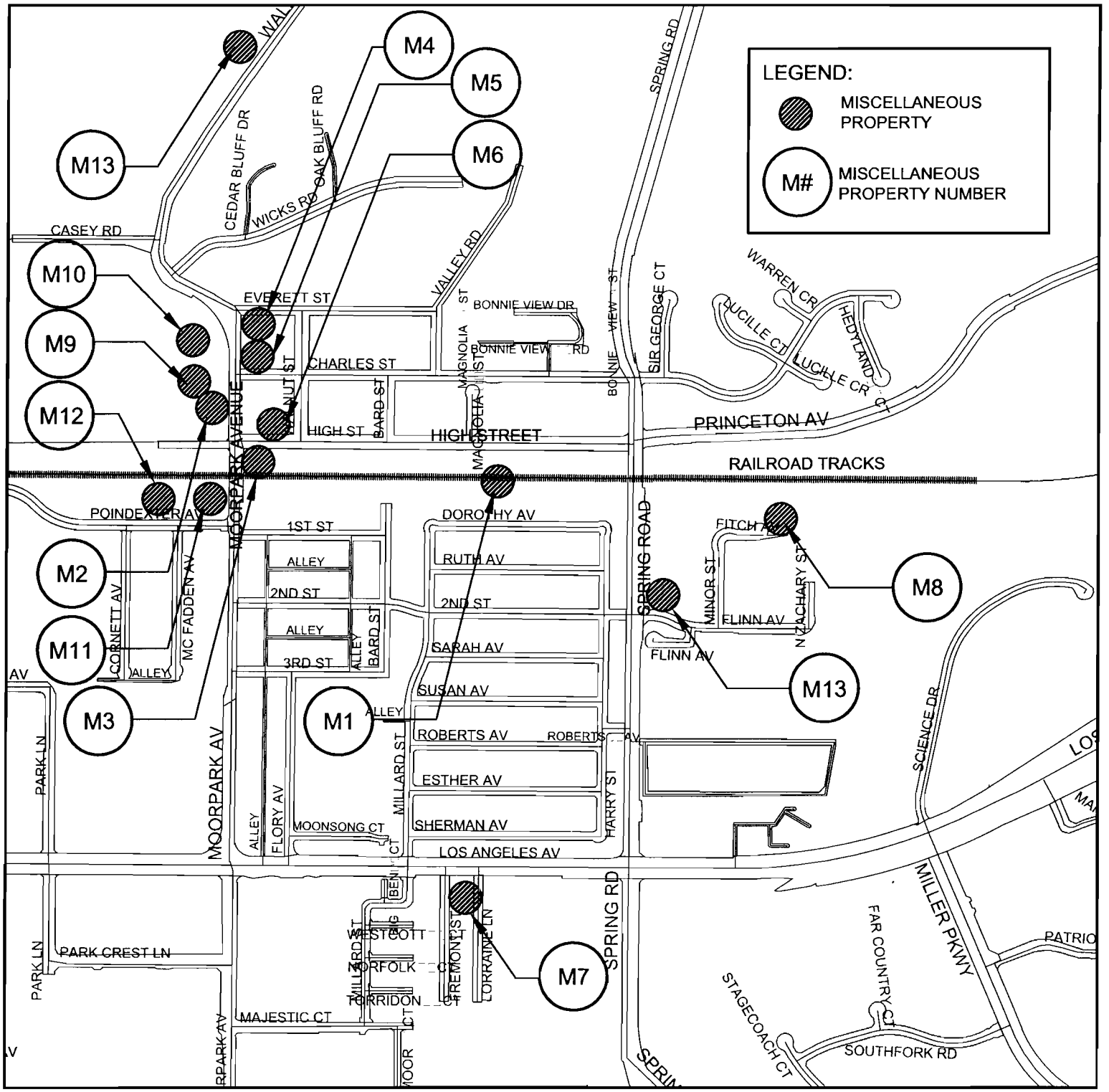
MISCELLANEOUS PROPERTIES

DESCRIPTION	*SIZE	*MAP
310 High Street — Metrolink Station: North parking lot, south parking lot, Metrolink Station and walkways, pedestrian access park south of the railroad tracks between Moorpark Avenue and the Metrolink parking lot, all landscape planters, access drive and the High Street landscape frontage.	6.4 Acres	M1
661 Moorpark Avenue: MRA owned residence. Landscape areas and parkway east of the property fence and between the north and south property line.	Residential Property	M2
18 High Street: MRA owned office property. Landscape frontage on High Street and Moorpark Avenue, south property line fence, parking lot and planters.	Office Building	M3
798 Moorpark Avenue: MRA owned office property. Landscape frontage on Everett Street and Moorpark Avenue, parking lot and planters.	Office Building	M4
782 Moorpark Avenue: MRA owned office property. Landscape frontage on Moorpark Avenue.	Office Building	M5
33 High Street: MRA owned office property. Landscape frontage on High Street, parking lot and planters.	Office Building	M6
250 Los Angeles Ave: MRA owned Residence. Landscape areas and driveway.	Residential Property	M7
627 Fitch Avenue - Moorpark Public Services Facility (MPSF): Landscape areas and parking lot.	Office Building	M8
699 Moorpark Ave - Moorpark Library: Landscape areas and parking lot.	Library facility	M9
799 Moorpark Avenue — Moorpark Civic Center: All landscaped areas at the Civic Center Complex (City Hall, Office (s), Annex (s), Community Center, Parking Lots) — Does not include the Community Center Park.	Office Buildings 3.5 acres	M10
Public Parking Lot: Parking lot and landscape areas on the south/west corner of High	0.1 acres	M11

Street and Moorpark Avenue.		
1449 Walnut Canyon Road: MRA owned residence	Residential Property	M12
100 High Street – US Postal Service Landscape areas and parking lot.	Office Building	M13
610 Spring Road – Police Services Center Landscape areas and parking lot	Office Bulding	M14
Bus Shelters: Empty trash receptacles at 19 bus stops once a week.	Bus Shelters	See Map
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

MISCELLANEOUS PROPERTIES



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LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

CITY BUS SHELTERS

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LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

CITY BUS SHELTERS

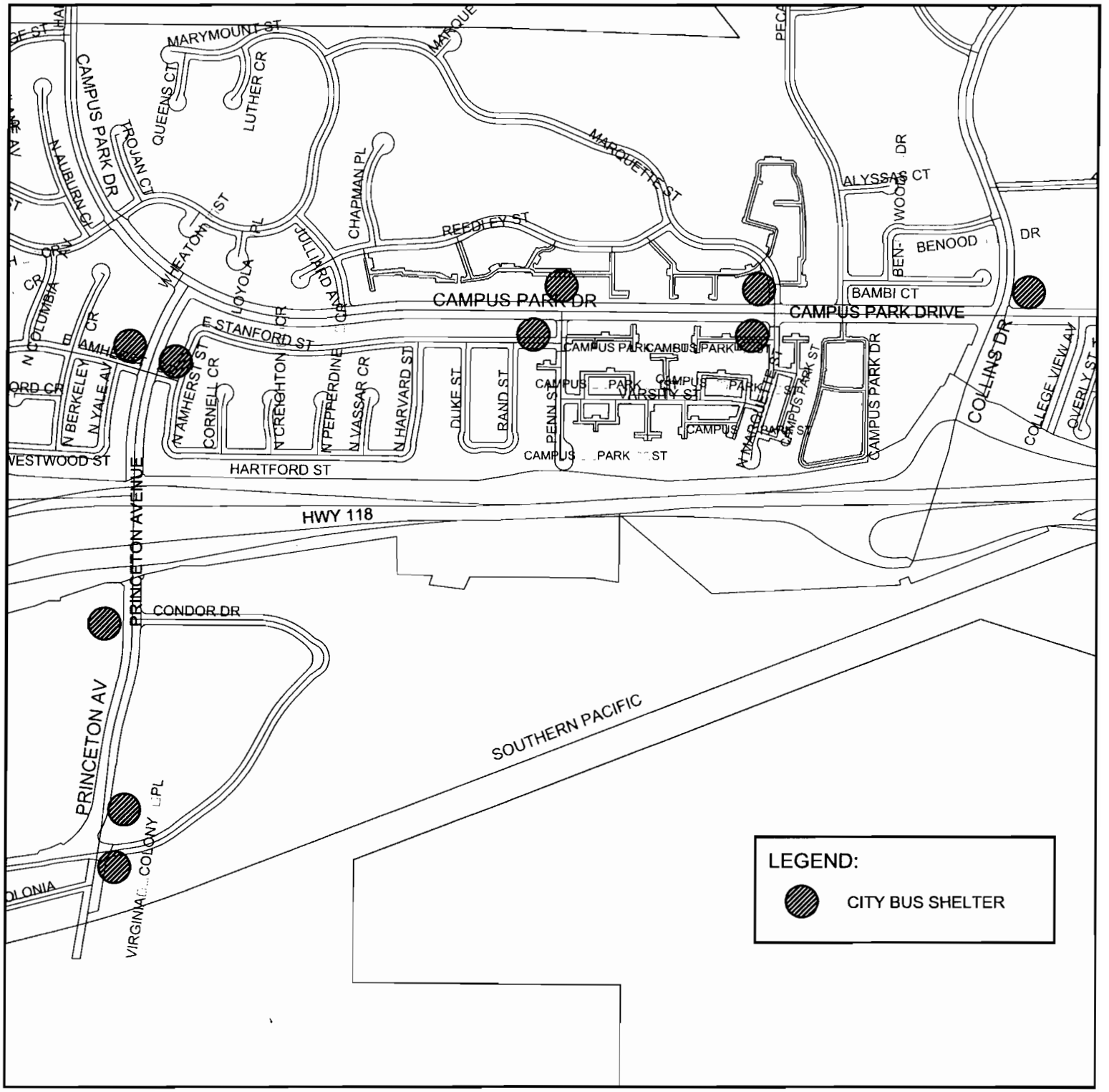

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EXHIBIT E

COMPENSATION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE

DESCRIPTION	Year 1 Monthly Bid Amount	Years 2-4 Monthly Bid Amount
Poindexter Avenue (CW1)		
Tierra Rejada Road Parkways (CW2)		
Tierra Rejada Road Median Islands (CW2a, 2b, 2c, 2d)		
Mountain Trail Street Median Islands (CW3a)		
Fountain (CWF)		
Spring Road Parkways – South of LA Avenue (CW4)		
Spring Road Median Islands – South of LA Avenue (CW4a, 4b)		
High Street (CW5)		
Los Angeles Avenue at Millard Street (CW6)		
Princeton Avenue Parkways (CW7)		
Princeton Avenue Median Islands (CW7a, 7b)		
Campus Park Drive Parkways (CW8)		
Campus Park Drive Median Islands (CW8a, 8b)		
Campus Park Drive at Collins Drive (CW9)		
Los Angeles Avenue at Tierra Rejada (CW10)		
Spring Road Parkways – North of LA Avenue (CW11)		
Spring Road Medians – North of LA Avenue (CW11a)		
Total		

THE CITY RESERVES THE RIGHT TO DISCONTINUE MAINTENANCE SERVICES AT ANY OF THE LOCATIONS LISTED, AT ANY TIME. THE CONTRACTOR'S MONTLY BID AMOUNT SHALL REMAIN IN AFFECT FOR EACH LANDSCAPE AREA UNTIL THE AGREEMENT WITH THE CITY AND CONTRACTOR HAS BEEN TERMINATED.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ZONES OF BENEFIT

DESCRIPTION	Year 1 Monthly Bid Amount	Years 2-3 Monthly Bid Amount
Zone 1 (Tract 2851)		
Zone 2 (Tract 2865)		
Zone 3 (Tract 3032)		
Zone 4 (Tract 3274)		
Zone 5 (Tract 3019 & Tract 3025)		
Zone 6 (Tract 3306)		
Zone 7 (Moorpark Square Industrial)		
Zone 8 (Home Acres Buffer Zone)		
Zone 9 (Moorpark Business Center)		
Zone 10 (Mountain Meadows)		
Zone 11 (Tract 4173)		
Zone 12 Parkways (Carlsberg Ranch)		
Zone 12 Median Islands (Carlsberg Ranch)		
Zone 14 (TR 5201)		
Zone 15 Parkways (TR 4928 Moorpark Country Club Estates:		
* Zone 15 Entry statements (TR 4928 Moorpark Country Club Estates): Entry statement areas and parkways on the North and south side of Championship Drive at Walnut Canyon Road and Grimes Canyon Road.		
* Zone 15 Median Islands (TR 4928 Moorpark Country Club)		
Zone 16 (Tract 5161 Cabrillo)		
Zone 18 (Tract 5307 Colmer)		
* Zone 20 Parkways and Slopes (Tract 5187 Resmark)		
* Zone 20 Median Islands (Tract 5187 Resmark)		
* Zone 21 (Tract 5133 Shea Homes)		
Zone 22 Parkways and Slopes (Tr 5045 Moorpark Highlands)		
* Zone 22 Parkways and slopes (PA-7): South side of Ridgecrest Avenue from Elk Run Loop easterly to the east property line of PA-7 (East of Hightop Street). East side of Elk Run Loop from Ridgecrest Avenue southerly to the property line at Mammoth Highlands Park.		
* Zone 22 Multi-use trails (Tr 5045 Moorpark Highlands): West		

side of Spring Road from Charles Street northerly to Walnut Canyon Road. East side of Spring Road from Ridgecrest Avenue northerly to Walnut Canyon Road. North side of Ridgecrest Avenue from Spring Road easterly to Hightop Street. Adjacent to the east perimeter of the PA-7. Adjacent to the north, east and west perimeter of PA-8/9, including trees and irrigation system.		
Zone 22 Median Islands (Tr 5045 Moorpark Highlands)		
Total		

* THE MAINTENANCE PERIOD FOR EACH AREA DESIGNATED BY AN ASTERISK (*) SHALL NOT BEGIN WITHOUT PRIOR CITY APPROVAL. CONTRACTOR SHALL BE NOTIFIED IN WRITING AS TO THE DATE TO COMMENCE MAINTENANCE SERVICES.

THE CITY RESERVES THE RIGHT TO DISCONTINUE MAINTENANCE SERVICES AT ANY OF THE LOCATIONS LISTED, AT ANY TIME. THE CONTRACTOR'S MONTLY BID AMOUNT SHALL REMAIN IN AFFECT FOR EACH LANDSCAPE AREA UNTIL THE AGREEMENT WITH THE CITY AND CONTRACTOR HAS BEEN TERMINATED.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

MISCELLANEOUS PROPERTIES

DESCRIPTION	Year 1 Monthly Bid Amount	Years 2-3 Monthly Bid Amount
310 High Street – Metrolink Station		
661 Moorpark Avenue		
18 High Street		
798 Moorpark Avenue		
782 Moorpark Avenue		
33 High Street		
250 Los Angeles Ave		
627 Fitch Avenue - Moorpark Public Services Facility (MPSF)		
699 Moorpark Ave - Moorpark Library		
799 Moorpark Avenue – Moorpark Civic Center		
Public Parking Lot		
* 100 High Street – US Postal Service		
* 610 Spring Road - Police Services Center		
1449 Walnut Canyon Road		
Bus Shelters		
Total		

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