

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Landscape Manager *SL*

DATE: April 9, 2012 (CC Meeting April 18, 2011)

SUBJECT: Consider Landscape Maintenance Contract Specifications and Authorize Staff to Solicit Bid Proposals for Parks Landscape Maintenance

BACKGROUND

On April 6, 2011, the City Council approved the landscape maintenance specifications for the parks, landscape maintenance districts and various City properties and authorized staff to solicit bid proposals. On May 18, 2011, through the public bid process, the City received five (5) bid proposals for park landscape maintenance services. The apparent low bidder was submitted by Allison's New Leaf, Inc., DBA Tri Valley Landscape in the amount of \$301,760. However, during the June 1, 2011 City Council meeting, staff recommended awarding the contract for park landscape maintenance services to the second lowest bidder, Marina Landscape, Inc. in the amount of \$302,816, and rejecting the lowest bid for park landscape maintenance services submitted by Tri Valley Landscape. Staff's recommendation was based on the opinion that the bid submitted by Tri Valley Landscape lacked the necessary references and experience for park landscape maintenance services as outlined in the bid documents.

The City Council approved staff's recommendation on June 1, 2011. However, the City Council directed staff to re-bid the City's park landscape maintenance services contract in 2012 and revise the Competency section of the bid documents to include specific criteria that would illustrate the bidder's prior experience performing park landscape maintenance services.

The City Council is being asked to review and approve the contract bid documents and specifications for the City's eighteen (18) parks and several natural walking trails. In addition to landscape maintenance services, the Scope of Work also includes the maintenance of various hardscape areas and park amenities such as picnic areas, restrooms, tennis and basketball courts, and tot lots. The City's existing landscape

maintenance Agreement with Marina Landscape, Inc. for park landscape maintenance services is scheduled to expire on June 30, 2012.

DISCUSSION

Per City Council's direction, staff has revised the park landscape maintenance bid documents and specifications to include criteria that will demonstrate the experience requirements of prospective bidders. Staff suggests that population size, number of parks, total park acreage, number of parks with restrooms and total sports facility acreage should be the criteria that prospective bidders will need to meet to demonstrate competency. Staff does not necessarily feel that prospective bidders need to demonstrate prior landscape maintenance experience equal to the total size of Moorpark or the total number of parks and acreage currently under contract. However, staff feels that the prospective bidders should be able to demonstrate prior experience maintaining park landscape areas at least as large as approximately 33% of the City's current contract. In addition, staff feels that City population should be a requirement of competency, as there is a certain level of professionalism we should expect our landscape maintenance companies to possess and prior experience interacting with the general public, sports leagues and working in conjunction with planned City events will be necessary. The following are the criteria that staff feels will demonstrate the competency level of prospective bidders:

Provide a minimum of three (3) references, to include the name of organization, address, contact person, and telephone number, for which bidder has performed park landscape maintenance and pesticide, herbicide and rodenticide operations services, of similar size, price and scope within the past ten (10) years. The references listed shall reference previous and/or current maintenance programs that demonstrate the bidder's experience, similar to the Scope of Work (Exhibit B) described herein. Each reference does not need to demonstrate that all the criteria listed below have been met under one individual contract. However, the bidder must demonstrate that they have experience, equal to a minimum of three (3) years, for each area or facility as follows:

- *Park landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than seven (7) public parks, with an overall park area no less than twenty-five (25) acres.*
- *Park landscape maintenance services for a sports facility, no less than twenty-five (25) acres in size, and consists of a multitude of turf sports fields, baseball and/or softball fields, tot lot play areas, parking lots, and a recreation center or community center.*
- *Park restroom maintenance services for five (5) parks with restroom facilities.*

It should be noted that staff has spent some time reviewing bid documents and specifications of other agencies that have recently requested bids for landscape maintenance services (e.g. County of Orange, CA, Ventura, CA, North Las Vegas, NV,

San Carlos, CA) and has not come across specific criteria that prospective bidders need to meet to demonstrate competency. It seems that this requirement is somewhat up for interpretation, as the bid documents staff reviewed only requested the submission of three (3) references for which the bidder has performed similar landscape maintenance services.

The bid documents and specifications approved by City Council in 2011 also required that the bidders demonstrate prior experience with 'tree maintenance services.' However, currently tree maintenance for the City parks and landscape maintenance districts is under a separate contract. The current tree maintenance company contracted with the City is West Coast Arborists. Therefore, this requirement of competency has been removed from the bid documents.

In addition, the landscape maintenance contract requirements have been revised as follows:

1. Mowing has been changed from twenty-four (24) times a year with the exception of Arroyo Vista Community Park, which is currently mowed forty-eight (48) times a year, to the following schedule:

Turf shall be mowed no less than thirty-four (34) times per year at the following park locations: Arroyo Vista Community Park, Poindexter Park, Peach Hill Park, Mountain Meadows Park, Campus Canyon Park, Miller Park, Mammoth Highlands Park.

<u>Month</u>	<u>Frequency</u>
January through March	Every other week
April through October	Weekly
November through December	Every other week

The turf types at the above mentioned park locations consist primarily of warm season turf blends, such as Bermuda and St. Augustine. During the summer of 2011, the turf at several of these parks locations became a maintenance problem due to the fact that these turf types grow very rapidly during the summer growing season and the preferred 3" maximum turf height was not attainable due to the twice monthly mowing schedule. Many irrigation spray heads were not able to function properly due to the height of the turf. This resulted in many turf areas that became flooded where the irrigation heads could not pop up and other areas that became damaged and turned brown due to lack of irrigation coverage. In addition, these turf types grow very slowly, during the winter season, particularly Bermuda. Therefore it is not necessary to mow every week from November through March.

It should also be noted that the above mentioned parks are the primary parks utilized by the local sports organizations. The turf height was also problematic

during the 2011 summer sport seasons, as the tall turf made it difficult to effectively compete on the turf fields. Staff received several inquiries from the youth sport leagues in regards to the condition of the sports fields in 2011.

Staff anticipates that the reduced mowing schedule at AVCP will offset the increased mowing schedule at Poindexter Park, Peach Hill Park, Mountain Meadows Park, Campus Canyon Park, Miller Park, and Mammoth Highlands Park. AVCP consists of approximately forty-four (44) acres of turf. The mowing schedule will be reduced by fourteen (14) times per year, which is equivalent to 616 less acres of turf per year that will be mowed. The remaining six parks consist of approximately thirty (30) acres of turf collectively. The mowing schedule at these parks will increase ten (10) times per year, which is equivalent to an increase of approximately 300 acres of turf per year that will be mowed. The difference in acreage between the reduced mowing schedule at AVCP, as compared to the increased mowing schedule at the other six parks, is approximately 50% less turf mowed per year. Even though the difference in overall acreage is substantially less with the proposed mowing schedule, staff anticipates that the cost difference will remain relatively equal to the current maintenance contract, as the cost per acre to maintain turf at the smaller parks is most likely more than the cost per acre at AVCP. This is due to an increase in labor hours due to utilizing smaller mowers, an increase in the amount of edging around hardscape areas, and the costs associated with mobilizing equipment.

The schedule at the rest of the City's parks remains unchanged at twenty-four (24) times a year. The turf types at these parks, with the exception of Country Trail Park, consist primarily of fescue blends. Although they also grow rapidly during the warmer seasons, they are less intrusive than St. Augustine and more manageable. Country Trial Park also consists primarily of St. Augustine turf. However, due to the fact that this park is not utilized by sport organizations, the mowing scheduled was not revised in an effort to keep maintenance costs down.

2. The fertilization schedule at Arroyo Vista Community Park was revised to include an Alternate Bid cost. The Alternate Bid is based on the fertilization schedule recommended by Guise and Associates, the turf consultant hired in 2011. Guise and Associates provided the City with a Turf Maintenance Plan based on the existing soil conditions, well water composition and overall turf use. The following are the Alternate Bid Specifications for Arroyo Vista Community Park:

<u>Month (s)</u>	<u>Fertilizer Application</u>	<u>Rate</u>
*April (1 application)	15-0-15 w/Evade herbicide (or equal)	8 lbs./1,000 s.f.
*May (1 application)	20-20-20 w/Revolver herbicide (or equal)	5 lbs./1,000 s.f.

The contract documents and specifications include a twelve (12) month agreement, July 1, 2012, through June 30, 2013, with a provision that would allow the City to extend the contract for three (3) additional one (1) year terms. Pending the City Council's approval of the contract bid documents, staff will have the bid documents available to prospective bidders on May 2, 2012 and hold a mandatory pre-bid conference and park tour on May 9, 2012. Staff anticipates opening the bid on May 30, 2012 and returning to the City Council on June 6, 2012 with a recommendation to award the contract.

FISCAL IMPACT

Staff does not anticipate substantial cost increases due to the modifications of the contract bid documents and specifications. The current annual contract for park landscape maintenance services is \$303,650, approximately 21% savings as compared to FY 2010/11.

STAFF RECOMMENDATION

Approve the contract bid documents and specifications for park landscape maintenance services, subject to final language approval of the City Manager and City Attorney, and authorize staff to solicit bid proposals.

Attachments:

1. Bid Documents and Specifications for Park Landscape Maintenance Services



CITY OF MOORPARK

PARKS

CONTRACT DOCUMENTS AND SPECIFICATIONS for Landscape Maintenance Services

**City of Moorpark
799 Moorpark Avenue
Moorpark, California**

May 2, 2012

**City of Moorpark
CONTACT: Jeremy Laurentowski
Parks and Landscape Manager
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 Wednesday, May 30, 2012, 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, Wednesday, May 9, 2012, 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 Wednesday, May 9, 2012, between 10:00 a.m. and 1:00 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 May 9, 2012.

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; F.W. Dodge, 1333 S. Mayflower Avenue, Ste 300, Monrovia, California, 91016; Santa Maria Valley Contractor's Association, 2003 N. Priesker Land, Suite A, Santa Maria, CA 93454; www.ebidboard.com.

DO NOT USE the Contract Documents and Specifications from the April 18, 2012, City Council Meeting.

Contact: Jeremy Laurentowski, Parks and Landscape Manager, at (805) 517-6385.

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 22.

SCOPE OF WORK

The Scope of Work to be performed 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 of 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. Bids with supplemental information or form other than those proposed forms provided by the City will not be considered.

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 in writing and clarified in writing 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, 2012, through June 30, 2013), with an option for three (3) additional one-year terms, at the City's discretion. An Agreement in substantial 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. 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 anyone else involved in any way with the project contemplated by this Agreement to do likewise.

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 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 prior 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 and Recreation 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

DESCRIPTION		Monthly Bid Amount	Annual Bid Amount
No.			
1	Arroyo Vista Community Park	\$	\$
22	Arroyo Vista Community Park Fertilization Campus Park	\$\$	\$\$
3	Campus Park	\$	\$
34	Campus Canyon Park	\$	\$
45	Community Center Park	\$	\$
56	Country Trail Park	\$	\$
67	College View Park	\$	\$
78	Glenwood Park	\$	\$
89	Magnolia Park	\$	\$
910	Miller Park	\$	\$
4011	Monte Vista Park	\$	\$
4412	Mountain Meadows Park	\$	\$
4213	Peach Hill Park	\$	\$
4314	Poindexter Park	\$	\$
4415	Tierra Rejada Park	\$	\$
4516	Villa Campesina Park	\$	\$
4617	Virginia Colony Park	\$	\$
4718	Serenata Trail	\$	\$
4819	Mammoth Highlands Park	\$	\$
4920	Veterans Memorial Park	\$	\$
	Total Cost	\$	\$
		(Month)	(Annually)
21	Alternate Bid: Arroyo Vista Community Park Fertilization		
	Total Cost Alternate Bid	\$	\$
		(Month)	(Annually)

- Price must include labor, material, and equipment to perform work, in accordance with the contract documents and specifications.
- The City reserves the right to discontinue park landscape maintenance services at any of the locations listed, at any time. The Contractors monthly bid amount shall remain in effect at 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 if it is different than July 1, 2012.

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents and specifications 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, 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 _____, 2012.

Bidder _____

Subscribed and sworn to this _____ day of _____, 2012.

NOTARY PUBLIC _____

CONTRACTOR'S REFERENCES

Provide 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 Provide the names, addresses, and phone numbers for a minimum of three (3) public agencies references, to include the name of organization, address, contact person, and telephone number, for which bidder has performed park landscape maintenance and pesticide, herbicide and rodenticide operations services, of similar size, price, and scope, and scope within the past two ten (10) years. The references listed shall reference previous and/or current maintenance programs that demonstrate the bidder's experience, similar to the Scope of Work (Exhibit B) described herein. Each reference does not need to demonstrate that all the criteria listed below have been met under one individual contract. However, the bidder must demonstrate that they have experience, equal to a minimum of three (3) years, for each area or facility as follows:

- Park landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than seven (7) public parks, with an overall park area no less than twenty-five (25) acres.
- Park landscape maintenance services for a sports facility, no less than twenty-five (25) acres in size, and consists of a multitude of turf sports fields, baseball and/or softball fields, tot lot play areas, parking lots, and a recreation center or community center.
- Park restroom maintenance services for five (5) parks with restroom facilities.

1.

Name and address of owner or agency Name of Organization

Address

Name and telephone number of person familiar with project Contact Person
Telephone number and email address

Park acreage and number of parks under contract

Contract amount _____, type of work, Contract period (start and end date)

Description of services (please be specific, describe the maintenance program, and reference the area or facility listed above):

2.

2.

~~Name and address of owner or agency~~ Name of Organization

Address

~~Name and telephone number of person familiar with project~~ Contact Person

Telephone number and email address

Park acreage and number of parks under contract

Contract amount, type of work, Contract period (start and end date)

Description of services (please be specific, describe the maintenance program, and reference the area or facility listed above):

~~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)

3.

Name and address of owner or agency Name of Organization

Address

Name and telephone number of person familiar with project Contact Person
Telephone number and email address

Park acreage and number of parks under contract

Contract amount, type of work, Contract period
end date)

Description of services (please be specific, describe the maintenance to be performed and reference the area or facility listed above):

* _____ * Bidder may attach additional sheets to include additional references as needed.
Additional references shall be listed in the same format as above.

SUBCONTRACTORS

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

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)		

* Bidder may attach additional sheets as needed. Additional subcontractors shall be listed in the same format as above.
 Use additional room if needed to list more than three subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts with other public entities, 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 City of Moorpark 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.

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

WORK IDENTIFICATION: Park Landscape Maintenance Services

Labor Code Section 3700, in pertinent part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-assurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

Contractor: _____

By: _____

Title: _____

(In accordance with California Labor Code Section 1860, et seq., the above Certificate must be signed and filed with the City prior to performing any work under the Agreement.)

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

**To the City of Moorpark
PARKS AND RECREATION DEPARTMENT**

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Signature of Bidder

Address of Bidder

|

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EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES, WHICH ARE A PART OF THIS PROPOSAL.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Name of Bidding Company

Authorized Signature

Title

Date

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 _____, 2012, 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 _____, 2012.

(Corporate Seal) _____

(Principal)

Notarial Certificate

Attached

By _____

(Title)

(Corporate Seal)

(Surety)

Notarial Certificate
Attached

By _____

(Title)

Sample Agreement

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

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2012, 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 _____, 2012, 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 July 1, 2012 and will expire on June 30, 2013, unless sooner terminated as provided hereinafter.

Upon the mutual consent of both parties, the term of this Agreement may be 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 park properties, as set forth in Exhibits A, B, C and D, 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, B, C and D. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits A, B, C and D.

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. This person may also be referenced as City Representative.

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 Attachment I, 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 contract during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the work performed under this contract.

Contractor warrants that at the time of execution of this Contract, none of Contractor's officers, employees, agents, or subcontractors has a family member employed by the City or serving as a councilmember. Contractor also agrees to immediately notify City Representative in writing if any of its officers, employees, agents, or subcontractors is a family member of a City employee or councilmember. For purposes of this Contract,

family member shall be defined to include the following: mother, father, grandfather, grandmother, aunt, uncle, cousin, sister, brother, son, daughter, son-in-law, daughter-in-law, nephew, niece, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse as defined as a partner in marriage (California Civil Code Section 4100), and domestic partner as defined by California Family Code Section 297.

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, C and D. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in Exhibits A, B, C and D.

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.

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. 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 anyone 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 thirty (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 pursuant 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.

ATTACHMENT II

Sample Additional Services Authorization (ASA) Work Order

CITY OF MOORPARK

WORK ORDER

FOR _____

<u>Reference Agreement No.:</u>	
<u>Work Order No.:</u>	
<u>Contractor:</u>	
<u>Date of Original Agreement:</u>	
<u>Date of This Work Order:</u>	
<u>Purchase Order Number:</u>	
<u>Project Title:</u>	

A. Cost Summary:

		Amount
Contingency approved by City Council		\$
Less Work Orders to date		\$
	Sub-Total	\$
This work order		\$
	Balance Remaining to Date	\$

B. Description of Services to be Provided:

Contractor shall perform the following services pursuant to this Work Order (see Estimate dated _____, Exhibit A):

- Description of Services: _____

C. Schedule:

Contractor shall perform the services within _____ () days of authorization.

D. Compensation:

Contractor shall be compensated for the services completed under this Work Order in the amount of _____ (\$ _____) (see Exhibit A).

E. Project Managers:

1. City's Landscape Representative: _____

2. Contractor's Project Manager: _____

F. Agreement Provisions:

All other terms and provisions of the above mentioned Agreement shall remain in full force and effect.

CITY OF MOORPARK _____ CONTRACTOR

Steven Kueny, City Manager

EXHIBIT A

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 7:00 a.m. to 5:00 p.m. ("working hours"). No work shall be performed on Saturday, Sunday, or City approved holidays, or outside of these specified times, without prior written approval from the representative designated by the City (herein after referred to as 'City Representative'), except for emergency situations, or unless otherwise indicated in this Contract. Contractor must notify the City Representative within twenty-four (24) hours in the event of emergency work.

2. All restroom facilities shall be cleaned and in operation no later than 8:00 a.m., Monday through Friday. With prior written approval, the contractor shall be allowed to begin maintenance services within the restroom facilities at 6:00 a.m., Monday through Friday.

3. Contractor shall be responsible for any costs incurred by the City including, but not limited to ~~employee's~~ City staff's overtime hourly rate of ~~One Hundred Five dollars (\$105.00)~~ per hour and any related costs, for any City approved work performed by the Contractor on weekends and/or holidays, which may require verification and inspection by a City ~~employee~~ staff. City staff overtime costs shall be assessed as follows (subject to change per current salary distribution):

<u>Park and Landscape Manager:</u>	<u>\$225/hr.</u>
<u>Park/Landscape Maintenance Superintendent or Supervisor:</u>	<u>\$180/hr.</u>
<u>Maintenance Worker III:</u>	<u>\$105/hr.</u>

4. The Contractor shall have staff available by phone contact (not an answering service) including, but not limited to Contractor's supervisor (s) and irrigation technician (s), Monday through Friday, between 7:00 a.m. and 5:00 p.m. to respond to callouts, 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 to carrying out the responsibilities of this Contract on all other City holidays if they fall on a weekday.

6. After notification of award and ~~Fourteen (14) days~~ prior to the start of any

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

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 a minimum of one (1) full time landscape maintenance supervisor fully trained in all aspects of landscape maintenance and repair. Said supervisor shall have a minimum of seven (7) years of experience at the supervisory level. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City information that demonstrates the supervisor's qualifications, for City review and approval. During the term of the Contract, the City Representative shall approve any changes to the landscape maintenance supervisor position.
2. Contractor shall provide an on-site supervisor(s) and irrigation technician (s) capable of communicating effectively both in written and oral English, at all times during all ~~Contract operation~~the term of the Contract. Any ~~c~~Communications from the City to the Contractor's on-site supervisor(s) or irrigation technician (s) shall be deemed as delivered to the Contractor.
23. Contractor shall endeavor to maintain ~~good~~excellent 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.
34. 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 clean, new in appearance and generally well maintained condition and have a clear identifiable company logo on the vehicle front doors. (See Section Q)~~

C. COMMUNICATION/EMERGENCY RESPONSE:

1. Contractor shall have the ability to contact their field crews within fifteen (15)

minutes of notification by City Representative during normal working hours.

2. Contractor shall provide capabilities for twenty-four (24) hours per day, seven (7) days a week service. Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's maintenance operation, with phone number (not an answering service) for non-working hours, including weekends and holidays. ~~Contractor shall respond to the City regarding any malfunction or service request by providing trained employees to City within one (1) hour 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. ~~Contractor shall maintain a 24-hour telephone contact for such notifications (not an answering service).~~

D. MATERIALS TO BE PROVIDED BY THE CONTRACTOR: The Contractor, at Contractor's sole 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 the City Representative. ~~The qQuality and specifications quantity of materials to be provided by Contractor must be approved by the City Representative.~~ These supplies and materials shall include, but not be limited to:

1. All necessary fuel, oil, equipment, machinery, and parts.
2. All necessary pesticides, ~~licenses including herbicides, insecticides, fungicides and rodenticides~~ and all relevant 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 and~~ makemmanufacturer and model number, unless directed otherwise by the City Representative.

E. CONTRACTOR RESPONSIBILITY - DAMAGES: The Contractor shall be fully responsible for any and all damage 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 to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City Representative shall determine if the contractor is negligent. The City shall be responsible for replacing any plant material that is damaged or destroyed as a result of acts of vandalism or theft.

- F. UNDERGROUND ALERT SYSTEM: Underground alert systems must be notified a minimum of 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 Representative prior to commencing work.
- G. PROPERTY DAMAGE: Any damage to utility lines that occurs shall be immediately reported to the relevant utility company, ~~that is involved~~ as well as to the City Representative. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any ~~landscape material, or irrigation system components, adjacent hardscape surfaces or other property,~~ immediate treatment repair 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 the City Representative 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~~ irrigation system components, 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 sole expense, and to the City's satisfaction, within forty-eight (48) hours. If the Contractor fails to render proper repairs within 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 all streets~~, at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector prior to start of work. 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~~Traffic control 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 control and/or detours is~~are required, without additional compensation.
4. Liquidated damages shall be assessed in the amount of One Hundred -Fifty dollars (\$150.00) for each day that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirements or traffic control measures as described in these specifications~~J, Traffic Control, Items 1 and 2.~~

K. ENCROACHMENT PERMITS: The Contractor shall secure an approved annual City encroachment permit.

L. SUBCONTRACTORS: Contractor shall only use subcontractors in the performance of this Contract ~~—~~listed on the Ssubcontractor(s) form submitted with the bid documents. All submitted subcontractors shall be licensed and shall only provide work the services listed and licensed to perform. Any subcontractor not listed on the Subcontractors (2) form or any changes made to the subcontractors used by the

Contractor during the term of the Contract, shall be approved in writing by the City Representative. 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. HAZARDOUS WASTE AND NPDES REQUIREMENTS:

1. Contractor shall comply with ~~Standards of~~ CAL OSHA standards 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 be responsible for compliance with 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 Representative immediately.
3. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and laws regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines ~~f~~For Construction Sites," which by reference is a part of ~~Exhibit B~~ these specifications and is available for review at the Moorpark City Hall front counter.
4. Contractor shall implement all necessary steps to ensure the methods and practices it uses to ~~carry out~~ carry out 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; ~~managing~~ and operating vehicles and equipment in a manner to prevent leaks and spills; ~~preventing~~ preventing pollution of the storm drain system during import, export, stockpiling, and spreading of landscape debris and materials, and ~~preventing and controlling the discharge of soil sediments, fertilizers, herbicides, insecticides, rodenticides, chemicals, solvents, s and cleaning solutions, and trimmings, and other chemicals.~~ preventing and controlling the discharge of soil sediments, fertilizers, herbicides, insecticides, rodenticides, chemicals, solvents, s and cleaning solutions, and trimmings, and other chemicals.

N. INSPECTION TOUR AND PUNCH LIST: 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 Representative. The Contractor shall provide a detailed written punch list of all areas maintained for review by the City Representative within twenty-four (24) hours of completing said inspection tour. The punch list shall contain a detailed list of broken and/or inoperable sprinklers, irrigation malfunctions and landscape deficiencies and it shall identify the location of deficiencies and a written timeline for completion. Contractor shall be expected to make repairs and

correct deficiencies within five (5) business days, unless the repair requires immediate response or is otherwise stated herein. Contractor shall provide the City Representative with a follow up punch list documenting the status of 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 in Section O. If Contractor fails to repair or correct deficiencies within five (5) working days past the time line approved by the 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 assessed liquidated damages. Such fees and expenses shall be deducted from Contractor's invoice.

The Contractor shall prepare and submit to the City Representative at the end of each month, a Contractor Weekly Report (Exhibit E). A separate report shall be prepared for each park location and shall identify all maintenance items that have been completed, as well as maintenance deficiencies, hazards or other items requested by the City or observed by the Contractor.

The Contractor shall prepare and submit to the City Representative at the end of each month, a Contractor Weekly Irrigation Report (Exhibit F). A separate report shall be prepared for each park location and shall identify the current irrigation schedule and station run times, any changes made to the irrigation schedule within the inspection period, any damages or repairs to the irrigation system and any other information requested by the City.

- O. DEFICIENCIES - LIQUIDATED DAMAGES: Failure of by the Contractor to perform the services described herein, adhere to the service schedule, service a the irrigation system, perform all the required services and/or repairs, or reprogram each conventional controller weekly per local ETo data pursuant to this Contract, will be seen as considered a deficiency. It is agreed that said deficiencies will result in damage to the 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 the liquidated damages amount identified below 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 VEHICLE AND EQUIPMENT IDENTIFICATION: Contractor shall clearly identify each vehicle and equipment (i.e. tractors, trailers, ride-on mowers) used at said facilities in the performance of this contract with decals on the exterior right and left front door panels, or other City approved location, 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.

Contractor's maintenance vehicles exterior paint and vehicle body shall be kept clean, new in appearance and in a generally well maintained condition.

R. WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT: Should the Contractor fail to correct deficiencies or public nuisances, these will be considered to be of an emergency nature and cause for the City make corrective repairs. Such work shall be billed to the Contractor at a rate of One Hundred Five dollars (~~\$105.00~~) per hour for each call-out, plus actual time spent on the repairs. It also should be noted that there is a minimum two (2) hour charge for labor on any call-out.

City staff hourly costs shall be assessed as follows (subject to change per current salary distribution):

Park and Landscape Manager:	\$150/hr.
Park/Landscape Maintenance Superintendent or Supervisor:	\$120/hr.
Maintenance Worker III:	\$70/hr.

City staff overtime hourly costs for weekend work or after hours work shall be assessed as follows (subject to change per current salary distribution):

Park and Landscape Manager:	\$225/hr.
Park/Landscape Maintenance Superintendent or Supervisor:	\$180/hr.
Maintenance Worker III:	\$105/hr.

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, renovation, 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. Only those extra work items authorized in writing on a City standard ~~Additional Services Authorization (ASA)~~Work Order form or other form approved by the City, prior to the start of work, shall be considered for payment.
4. 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 a City park or other City property shall only be allowed with prior written ~~permission~~ approval from the City. In the event the 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 to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that Section 10 Indemnification of this contract applies to such storage

U. VANDALISM AND THEFT:

1. The City shall be notified immediately by the Contractor in regards to any acts of vandalism, including graffiti, and theft to City landscaping, irrigation systems, 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~~ adequate progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
3. If weather conditions do not allow maintenance operations to continue, the Contractor shall inform the City Representative and have his work force available to assist the City with emergency operations as needed. Emergency operations may include the installation of sand bags, removal of fallen branches and debris, removal of mud, rocks or loose gravel, or other procedures required by the City. Contractor shall provide their staff with OSHA approved rain gear and other safety equipment that may be necessary during such an instance.
3. The Contractor shall not remove his work force from the job site unless he has previously notified the City Representative and received written approval.
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 local "ETo" demands data indicates that conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor the local "ETo" data 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 provisions 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 dispose 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. 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 immediately report all lost or stolen keys to the City Representative. Contractor shall reimburse the City the cost as determined by the City for ~~and any~~ 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~~ 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 that he/she has completed a 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.

Z. SAFETY:

1. Contractor shall at all times adhere to all applicable safety practices and cooperate with the City in any adverse condition related thereto.
2. Contractor shall cooperate with the City during the investigation of an accident on City property and submit a complete written report to the City within twenty-four (24) hours following the occurrence.
3. Contractor shall inspect all 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 Representative shall be immediately notified of any potentially unsafe or hazardous condition found by the Contractor.

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 leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.

2. Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails or other debris, prior to and after each mowing. All such material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds and re-seed bare areas caused by such damage. Turf seed shall be identical to the existing turf type

23. ~~Turf shall be mowed to not remove more than 1/3 (33%) of the above ground turf grass tissue~~ to the cutting heights or methods as follows:

<u>Turf type</u>	<u>Month</u>	<u>Height/method</u>
<u>Bluegrass/Fescue:</u>	<u>June through September</u>	<u>3" reel or rotary</u>
	<u>October through May</u>	<u>2" reel or rotary</u>
<u>St. Augustine:</u>	<u>Year Round</u>	<u>2 1/4"</u>
<u>Bermuda:</u>	<u>Year Round</u>	<u>3/4"</u>

34. Turf shall be mowed on the following schedule: no less than 24 times per year, at all parks except for

a. Turf shall be mowed no less than thirty-four (34) times per year at the following park locations:

Arroyo Vista Community Park, Poindexter Park, Peach Hill Park, Mountain Meadows Park, Campus Canyon Park, Miller Park, Mammoth Highlands Park.

<u>Month</u>	<u>Frequency—Arroyo Vista Community Park which shall be mowed 48 times per year.</u>
<u>January through March</u>	<u>Every other week</u>
<u>April through October</u>	<u>Weekly</u>

November through December Every other week

b. Turf shall be mowed no less than twenty-four (24) times per year at the following park locations:

Campus Park, Community Center Park, Country Trail Park, College View Park, Glenwood Park, Magnolia Park, Tierra Rejada Park, Villa Campesina Park, Virginia Colony Park, Veterans Memorial Park.

Month Frequency
January through December Every other week

5. Turf mowing at each park location shall be completed in one day, and shall be on a schedule that is approved in writing by the City Representative completed per the City approved mowing schedule submitted by the Contractor.

B. EDGING AND TRIMMING:

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, tree wells, and 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, centered on ~~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. Trees damaged resulting from the Contractor's edging practices shall be replaced by the Contractor with like a replacement tree at Contractor's expense. Tree replacement size shall be 24" box and replacement species shall be determined by the City Representative.
5. Curbs, gutters, walkways and all hardscape areas shall be cleaned and free of accumulated grass clippings, dirt and other debris upon completion of

each mowing operation. Grass clippings shall be removed on days mowed and 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 the exterior surface of retaining walls, fences and all areas edged with a sting type trimmer.
7. Chemical edging is not permissible without ~~express-written approval by the City Representative.~~ If approved in writing by the City Representative, all chemicals utilized shall be 'non-restricted' and approved by the County of Ventura Agricultural Commission's Office and shall meet the requirements of Sections G, H and Exhibit A, Section M.

C. TURF FERTILIZATION AND MAINTENANCE:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative in writing of the application date, location, fertilizer formula to be applied and amount approved applied at each location/park. ~~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. Fertilization of turf grasses shall be accomplished four (4) times each year at the intervals and with the fertilizer formula described below:

-First week of January, April, August, and October, application of a 16-6-8 with 18% sulfur and 1% iron pelleted type fertilizer, or equal formula 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.

Alternate Bid:

Contractor shall provide an alternate bid amount for the fertilizer application at Arroyo Vista Community Park. Fertilizer shall be applied as follows:

<u>Month (s)</u>	<u>Fertilizer Application</u>	<u>Rate</u>
<u>*April (1 application)</u>	<u>15-0-15 w/Evade herbicide</u> <u>(or equal)</u>	<u>8 lbs./1,000 s.f.</u>
<u>*May (1 application)</u>	<u>20-20-20 w/Revolver</u> <u>herbicide (or equal)</u>	<u>5 lbs./1,000 s.f.</u>
<u>*January-December</u> <u>(5 applications)</u>	<u>38-0-0</u>	<u>5 lbs./1,000 s.f.</u>

*Schedule shall be determined by the City Representative.

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~~ completed 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.

~~Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails or other debris prior to and after each mowing. All such material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds and re-seed bare areas caused by such damage. Turf seed shall be identical to the existing turf type~~

D. SHRUB AND GROUND COVER FERTILIZATION:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative in writing of the application date, location, fertilizer formula to be applied and amount applied at each location/park.

2. Shrub and ground cover areas shall be fertilized the first week of April and September. Prior to shrub fertilization Contractor shall contact the City of Moorpark 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 are as follows:

Ground cover and shrub fertilization shall be accomplished with a 15-15-15 pelleted type fertilizer 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.

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

E. MAINTENANCE OF SHRUB AND GROUND COVER AREAS: The Contractor shall

be responsible for trimming, weeding and the removal of leaves every other week and daily removal of trash and debris. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

1. Shrub and ground cover areas shall be cultivated to a depth of (1") and raked each month. Ground cover shall be kept neat in appearance and confined within curbs and intended borders and kept litter free. Planters containing wood chips or bark mulch shall be confined within curbs and intended borders and replenished with wood chips or bark mulch supplied by the City, as requested by the City Representative.

2. Weeds, grasses and invasive plant species, as determined by the City Representative, shall be removed from all shrub and groundcover planting areas as a regular service requirement of this Contract. Weeds shall be removed manually, unless the Contractor has received prior written approval to utilize alternative means of weed control by the City Representative.

3. Chemical weed control shall only be permitted with prior written approval by the City Representative. All chemicals utilized shall be 'non-restricted' and approved by the County of Ventura Agricultural Commission's Office and shall meet the requirements of Sections G, H and Exhibit A, Section M.

4. Contractor shall fill holes, knock down and grade gopher mounds and re-install groundcover in areas caused by such damage. Groundcover shall be identical to the existing groundcover type and reinstalled with flatted plant material or as otherwise directed by City Representative.

F. MAINTENANCE OF TREES AND SHRUBS: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees. Tree care 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 first eight (8) feet.

1. Maintenance of Trees and Shrubs: Trimming and pruning shall be in accordance with the International Society of Arboriculture (ISA) standards, the standards and practices acceptable to the City and shall be 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 ISA standards.

e. Parking lot 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 necessary, to provide a neat and shapely appearance. Trimming shall not be excessive and shall be limited to no more than 10% of the overall size of the plant material, unless otherwise directed by the City Representative. Pruning methods shall provide a natural shape.

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.

h. It is the Contractor's sole responsibility to conform to trimming and pruning standards on all work performed. The Contractor agrees to accept all responsibility for the replacement of trees and shrubs damaged by Contractor's pruning operations, if so determined by the City Representative that replacement is required.

2. Tree / Shrub Replacement: Any tree or shrub badly damaged and in need of possible replacement shall be brought to the attention of the City Representative. The City Representative shall determine if the tree or shrub shall be removed and/or replaced. No tree or shrub shall be removed without prior written approval from the City Representative.

3. 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. ~~INTENTIONALLY LEFT BLANK~~

FG. 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 (s), State Pest Control Advisor's License (s), and State Qualified Applicator's License (s) 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. Intent to Spray Application: Contractor shall submit in writing to the City Representative, an Intent to Spray Application (Exhibit G) prior to the application of any pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s). All applications must be approved in writing by the City. Such authorization shall depend upon the Contractor's submission to the City Representative the information outlined below:

- a. The exact location(s) where the pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) is to be used, with the identification of the Insect (s), weed (s) and/or rodent (s) to be

controlled.

- b. That the pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) shall be applied at the manufacturer's recommended rates and shall conform with manufacturer's application instructions.

- 23. Chemical Weed Control: Chemical wWeed control at all landscaped at all turf locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds. Chemical weed control in shrub and groundcover planting areas shall only be performed with prior written approval by the City Representative.

Weed infestation of the turf, shrub and ground cover areas, if severe, may only be controlled by a with "non-rRestricted" commercial herbicide (s), as governed by the County of Ventura Agricultural Commissioner's Office. Contractor shall submit in writing to the City Representative, an Intent to Spray Application (Exhibit G) prior to the application of any herbicide (s). All herbicide applications must be approved in writing by the 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 (s) is to be used, with the identification of the weed (s) to be controlled.
- b. That the herbicide has no harmful effect upon desirable plant materials.
- c. That the herbicide ~~will~~ shall be applied at the ~~_~~ manufacturer's recommended rates and shall conform with manufacturer's application instructions ~~for application.~~

- 34. Disease and Harmful Insects:

- a. Inspections of landscaped areas shall be made daily for evidence of disease and 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.

5. ~~4.~~ Rodent Control: Rodent control at all locations shall be performed as a regular service requirement of this Contract to insure all areas are kept free of rodents.

- a. The Contractor's Pest Control Advisor's (PCA) recommendations shall provide specific names of 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 be 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 the PCA's Recommendation(s), 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.

In no instance shall the Contractor, Contractor's Pest Control Advisor or Contractor's Pest Control Operator recommend or apply any anticoagulant rodenticides.

- b. The Contractor shall be responsible for implementing the rodent control practices approved in writing by the City's Representative. The contractor may use the subcontractor identified in the bid documents, at the Contractor's sole cost. An alternate subcontracted commercial pest control company, hired at the Contractor's sole cost, may be approved with prior written approval by the City's Representative.
- c. Contractor agrees to hire and bear the cost of securing a pest control company (subcontractor to be approved in writing by City), if Contractor fails to implement effective pest control measure within 30-days written notification by City.

GH. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE RECORDS:

1. All pesticides, herbicides, rodenticides and insecticides 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 and shall follow the guidelines outlined by the County of Ventura Agricultural Commission's Office. A written recommendation of proposed pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) 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 fourteen (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 pesticide herbicides, rodenticides and insecticides at any time and for any reason of justification as determined by the City Representative.

HI. MAINTENANCE OF AUTOMATIC SPRINKLER-IRRIGATION SYSTEM:

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

materials for cleaning, repairing, adjusting and replacement of automatic ~~sprinkler-irrigation~~ system components, (with the exception of backflow protection devices. Contractor shall repair and/or replace) as needed any irrigation system components to insure optimal operation of each sprinklerthe irrigation -system. All irrigation systems shall perform -according to the original design and installation intent.

~~-If it is determined by the City that sprinklers and sprinkler components have been vandalized, Contractor shall seek City's prior written approval to make repairs; if approved, The City shall be responsible for costs. bear the cost of all irrigation system -repairs that are the result of vandalism.~~

~~Contractor shall's claims of irrigation watering system damage caused by vandalism shall be submitted to the City in a written vandalism report, in a format approved by the City, for any claims of irrigation system damage due to vandalism. Contractor shall not make repairs without prior written approval.-~~

2. The Contractor shall be responsible for the cleaning, repairing, adjusting and replacement of all items, at its 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 and valve box covers
- * 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 manufacturer and model number, unless otherwise approved in writing by the City Representative.

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 the replacement irrigation controller equipment, and Contractor shall bear sole responsibility for labor and related materials necessary for installation of said replacement (s)s.
6. All mainline repairs shall be inspected by the City Representative prior to backfilling to approve quality of backfill and compaction.

~~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, soil, 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.~~
- ~~97. 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).~~
- ~~408. 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.~~
429. 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.

4310. All repairs, adjustments, cleaning or replacements of any part of the system that cannot be completed within one (1) hour 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 in writing, at the sole discretion of the City Representative.
4411. Contractor shall take corrective action and immediately report to the City Representative any conditions that may create a public hazard.
4512. 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.
4613. 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.
4714. The following specifications are provided for replacement of plastic pipe, plastic fittings, galvanized steel pipe, galvanized steel pipe fittings, and remote control valve wiring:
- a. Plastic pipe shall be polyvinyl chloride (PVC) Schedule 40, Type 1, Grade 2 (PVC 1220).
 - b. Plastic pipe fittings and connections shall be PVC Schedule 40, except _____ nipples, which shall be Schedule 80.
 - c. If existing galvanized steel pipe and galvanized steel pipe fittings _____ require repair, they shall be identical type and model.
15. Time of Completion: Non emergency irrigation repairs shall be completed by the Contractor by the end of the following business day that the problem was reported to the City in writing, using City approved materials, supplied by the Contractor. Emergency irrigation repairs, as determined by the City Representative, shall be immediately repaired.
16. Repair Inspection: Irrigation inspections by the City Representative may occur within one (1) working day of notification of services or repair completion. The City Representative shall inspect and verify performance and service of the repair. Should such inspections find the repair to be deficient, the Liquidated Damages clause of this Contract may be enacted at City's sole discretion.

	17. Irrigation Materials:
	a. <u>All replacement materials are to be identical type, manufacturer and model number unless a substitute is approved in writing by the City Representative.</u>
	b. <u>Contractor shall maintain an adequate inventory of medium-to-high usage stock items for repair of the irrigation systems.</u>
	c. <u>Contractor shall implement repairs in accordance with all effective warranties, and with no additional payment.</u>
	d. <u>All materials are to be new and identical to existing materials, per these specifications, unless otherwise approved in writing by the City Representative.</u>
	18. Irrigation Trained Personnel: The Contractor shall provide no less than one (1) full time irrigation technician, fully trained in all phases of landscape irrigation system operations, maintenance, adjustment, repair and replacment. This is to include, but not limited to, 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.
	The Contractor's irrigation technician shall have a minimum of seven (7) years of experience at the technician level. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City information that demonstrates the technician's qualifications, for City review and approval. During the term of the Contract, the City Representative shall approve any changes to the irrigation technician position.
	The irrigation technician shall be able to effectively communicate in English and shall meet the requirements identified in Exhibit A, Sections A and B.
	The irrigation technician shall remain on site for a minimum of eight (8) hours per day, except as required to obtain irrigation equipment necessary for repairs to the City's irrigation systems. The irrigation technician is responsible for the City irrigation systems and shall not perform any other landscape maintenance services unless approved in writing by the City Representative.
	The irrigation technician shall be required to carry a basic inventory of irrigation parts and equipment to complete the necessary repairs.

Contractor shall provide additional irrigation personnel as needed, to provide irrigation repair and maintenance services described herein, in emergency situations and as directed by the City Representative.

Jf. IRRIGATING AREAS: It shall be the responsibility of Contractor to maintain, operate, and adjust watering schedules to weekly local 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 of Turf, -Shrub and Ground Cover AreasAreas:

a. Watering of the turf, shrub and groundcover areas shall be scheduleddone pursuant to local evapotranspiration (ETo) requirements data or by the City's Central Control irrigation management systemsIrrigation Management System. The Contractor shall provide-utilize local ETo -data, weekly to manually program themed automatic irrigation controllers. Current local ETo data can be found at www.foxcanyongma.org.

b. The automatic irrigation controllers shall be set to accommodate local ETo data, which allows the conditions of the above to be satisfied, but which precludes wetting the soil to the point of saturation. Failure to set irrigation schedules based on local ETo data, or scheduling the controllers such that the soil conditions have reached the point of over-saturation, shall result in liquidated damages.

c. Contractor shall be responsible for the programming of the automatic controllers as directed by the City Representative. Contractor shall submit to the City a monthly schedule of the irrigation system schedule. Any changes to the schedule must be submitted to the City for approval. City may request a change of programming at any time.

d. Programming and scheduling of the City's Central Irrigation Management System shall be the responsibility of the City. Contractor shall manually turn on the system to check irrigation coverage and irrigation system components for conformance to this contract as described herein. Contractor shall not make any adjustments to the Central Irrigation System.

e. Since water requirements of plants vary according to the season, plant variety and soil conditions, the Contractor shall consider the variation in size of plants, roots, soil, 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 landscape and turf areas shall be irrigated as required to promote vigorous and healthy plant growth.~~

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

~~eg. Monday through Thursday, the~~The automatic irrigation controllers shall be set to water during the hours of 10:00 p.m. and 7:00 a.m., Monday through Thursday, unless park use prohibits this schedule, 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.

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

~~dh. Contractor shall make adjustments to sprinkler heads~~the irrigation schedule as required to keep minimize ~~over-spray of sprinklers from walls and excessive runoff~~ onto sidewalks, and streets.

~~ej. Over-watering, which is represented by excessive run-off, over saturation, or high use rates caused by the Contractor's negligence, shall result in liquidated damages and the cost of water incurred by City~~

~~fj. 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: The automatic irrigation controllers shall be set _____ to water 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 shall 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 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.~~

~~42. Irrigation Reports: The Contractor shall maintain and submit to the City Representative in writing; 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 that is not pursuant to local ETo setting program data.~~

~~b. Vandalism Report: 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. A written report shall be submitted within one (1) business day to the City Representative.~~

~~c. Irrigation Schedule and Maintenance Report: Contract shall prepare a weekly Irrigation Schedule and Maintenance Report (Exhibit F) and submit a copy to the City Representative monthly.~~

~~5. Irrigation Repairs: Non-emergency irrigation repairs shall be completed by the Contractor by the end of the following business day that the problem was reported using City approved materials, supplied by the Contractor. Emergency irrigation repairs, as determined by the City Representative, shall be immediately repaired.~~

~~6. Repair Inspection: City Irrigation inspections by the City Representative may occur within one working day of notification of services or repair completion. The City Representative will inspect and verify performance and service of the repair. Should such inspections find the repair to be deficient, the Liquidated Damages clause of this Contract may 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 no less than one (1) full time irrigation personnel (Journey person level) 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.

Contractor shall provide additional irrigation personnel as needed, to provide irrigation repair and maintenance services described herein, in emergency situations and as directed by the City Representative.

98. Irrigation During Inclement Weather: Contractor shall adjust irrigation controllers to the "OFF" position prior to actual inclement weather conditions and when local weather reports forecast a 40% or greater chance of inclement weather or as directed by the City Representative. The Contractor will be responsible to return controllers and timers to the "ON" position when "ETo" indicates conditions are appropriate.

J. MAINTENANCE OF SHRUB AND GROUND COVER AREAS:

1. Scope: The Contractor shall be responsible for trimming, weeding and the removal of leaves every other week and daily removal of trash and debris. 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 to a depth of (1") and raked each month. Ground cover shall be kept neat in appearance and confined within curbs and intended borders and kept litter free. Planters containing wood chips or bark mulch shall be confined within curbs and intended borders and replenished with wood chips or bark mulch supplied by the City as needed.

Contractor shall fill holes, knock down and grade gopher mounds and re-

install groundcover in areas caused by such damage. Groundcover shall be identical to the existing groundcover type and reinstalled with flatted plant material or as otherwise directed by City Representative.

K. MAINTENANCE OF TREES AND SHRUBS:

1. Scope: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees. Tree care 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 first eight (8) feet.
2. Maintenance of Trees and Shrubs: Trimming and pruning shall be in accordance with the International Society of Arboriculture (ISA) standards, the standards and practices acceptable to the City and shall be 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 ISA standards.
 - e. Parking lot 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 necessary, to provide a neat and shapely appearance. Trimming shall not be excessive and shall be limited to no more than 10% of the overall size of the plant material, unless otherwise directed by the City Representative. Pruning methods shall provide a natural shape.
 - 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.
 - h. It is the Contractor's sole responsibility to conform to trimming and pruning standards on all work performed. The Contractor agrees to

~~accept all responsibility for the replacement of trees and shrubs damaged by Contractor's pruning operations, if so determined by the City Representative that replacement is required.~~

- ~~3. Tree / Shrub Replacement: Any tree or shrub badly damaged and in need of possible replacement shall be brought to the attention of the City Representative. The City Representative shall determine if the tree or shrub shall be removed and/or replaced. No tree or shrub shall be removed without prior written approval from the City Representative.~~
- ~~4. 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.~~~~

LK. SWALES, DRAINS AND CATCH BASINS:

1. Contractor shall maintain all swales, drains and catch basins on a weekly basis, and the drains and catch basins within the Poindexter Park Skate Park shall be inspected daily during periods of inclement weather to insure operable flow. —Maintenance oOperations shall insure that swales and drains are maintained free of sand, mud, rocks and miscellaneous debris at all times so that water will have an unimpeded passage to its outlet.
2. Drains and collection boxes shall be inspected weekly, and cleaned and cleared of all debris as needed.

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

ML. DRINKING FOUNTAIN AND WATER FEATURE MAINTENANCE:

- 1 Contractor shall inspect clean and disinfect entire fixtures daily.
2. ~~For leaking~~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~~Drinking fountain on/off valves shall be tested daily to insure that normal operation and water pressure is available for drinking, and immediately report any pressure problems to City Representative.

NM. LITTER CONTROL:

1. Contractor shall provide litter removal services on a daily basis. This shall include, but not limited to, ~~policing and the removal of litter, pickup to remove paper, rocks, glass, trash, undesirable materials, fallen tree branches and other miscellaneous debris. This includes~~Litter removal shall be completed daily in all park areas including, but not limited to, ~~hardscape surfaces, developed and undeveloped areas, walkways, parking lots, roadways, along fence lines, between and around planted~~landscape areas, steps, planters, drains, catch basins, parking lots, turf areas, playgrounds and all areas on park slopes, from the toe-of-slope to the top-of-slope playgrounds, and turf areas.top-of-slope.
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 trails 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.

QN. TRASH, RECYCLING AND MUTT-MITT RECEPTACLES

1. Trash and recycling receptacles in City parks, shall be emptied when they are 50 percent full, but no less than weekly. Liners shall be provided by the contractor and replaced no less than weekly. Liners shall be black in color and 1.5 mill or better to contain trash without tearing. Trash receptacles liners shall be placed in appropriate trash bins. Recycle material shall be removed from the liner and placed in appropriate recycling bin. The liner shall be placed in appropriate trash bin.
2. Mutt-Mitt receptacles located at College View Dog park shall be emptied every day. Liners shall be replaced no less than weekly and shall be black in color and 1.5 mill or better to contain trash without tearing. Trash receptacles liners shall be placed in appropriate trash bins.
3. Park trash, container recycling and Mutt-Mitt receptacles shall be cleaned as needed or as requested by the City Representative, but no less than monthly.

~~to avoid concentrations of insects.~~

PO. TRASH, RECYCLING AND GREEN WASTE BINS

1. A designated trash, recycling and green waste bin will be provided by City, and located at locations determined by the City.
2. Contractor shall not dispose of any solid waste refuse, recyclables or green waste in bins provided by the City that is not generated as part of this Contract.
3. ~~When~~ provided by the City, solid waste and recycling bins shall be stored in ~~trash bin~~ enclosures. Contractor shall be responsible for cleaning trash bin enclosures of all trash and remove 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.

QP. 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 approved 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 daily ~~thoroughly~~ cleaning or service of ~~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 1.5 mill 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~~ a City approved graffiti remover. If this fails graffiti cannot be removed with said cleaner, Contractor shall, notify the City Representative within ~~2 hours~~ one (1) hour of determination.
7. Clean sinks with ~~—~~ a disinfectant detergent.
8. Clean mirrors.
9. Clean and disinfect urinals.
10. Clean and disinfect ~~commode~~ toilets.
11. Restock toilet paper, with a 2-ply tissue and paper towels with white multifold 9.1/5"x 9.2/5", as approved by the City Representative.
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 to the City Representative.
 15. Contractor shall leave ~~restrooms locked~~ lock restroom during periods of inclement (rain) weather conditions, if as directed by the City Representative. Contractor shall open ~~Restrooms will be re-opened as weather conditions change allow, per and park use becomes apparent, at the direction of the~~ Restrooms will be re-opened as weather conditions change allow, per and park use becomes apparent, at the direction of the City Representative.
 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~~ Contractor shall report all electrical problems, such as damaged outside building security lights, non-operable hand dryers, etc., to the City Representative shall be reported immediately upon discovery.
 18. Remove spitballs, cobwebs, and other foreign materials form doors, wall, ceilings, partitions, vents, etc.
- 18.19. ~~_____~~ _____—When restroom fixtures (i.e. toilets, sinks, urinals, etc) are determined to be _____inoperable, Contractor shall cover saidd _____ fixture with a black plastic trash can liner, tape close the edges, and _____immediately ~~—notify the City Representative.~~

RQ. RECREATIONAL/ATHLETIC FIELDS:

1. The Contractor shall ~~check~~ visually inspect all athletic and recreational sports fields and related amenities at least once daily. Contractor shall, removing e all litter, rocks, debris and other obstructions.
2. Contractor shall ~~be responsible to~~ immediately report to the City Representative any conditions, which are below operable standards or where signs of damage, vandalism, and wear have occurred. This includes, but is not limited to, to, 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 Representative immediately upon observance.

SR. HARDSCAPE SURFACES

1. All ~~hardscapes~~ hardscape surfaces, such as ~~but not limited to~~, sidewalks, steps, ~~walkways~~, ramps, curb and ~~gutters~~, ~~and walls adjacent to or within 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 hardscape ~~concrete~~ surfaces, parking lots and walkways adjacent to all areas.
3. Patios, sidewalks, walkways, and entry points at Arroyo Vista ~~Community Center~~ Recreation Center facilities shall be kept clean and clear of all hazards.

FS. 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 immediately reported 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 bins.
4. The entire picnic area, including shelters, shall be kept free of broken glass, cans, paper and litter.
5. Empty all trash containers. Contractor shall supply all trash receptacles with 1.5 mill or better 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.

UT. 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 potentially hazardous condition observed by Contractor shall be immediately reported 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 and entry locations. 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), contractor shall insure that no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping. minimum of 12" cover.
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 provide additional sand or wood chips as needed.
7. Rubber resilient surfaces (rubber matting) shall be thoroughly swept cleaned with a leaf blower daily to remove sand, silt and other debris following each litter and debris removal daily. Any cracks, tears, rips or holes shall be reported immediately to the City Representative upon detection.

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

WV. GRAFFITI

1. Contractor shall inspect all parks for graffiti 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/or a police reporting prior to removal. ~~after determination the~~ The Contractor shall be responsible for removing graffiti that can be removed using a solvent specially specifically formulated for graffiti removal and approved for such use by the City. If graffiti cannot be removed with said solvent, Contractor shall immediately notify City Representative immediately upon observance. The and City shall be responsible for removal of graffiti that cannot be removed by the City approved solvent. 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~~ not damage surfaces, and ~~or~~ areas adjacent to the graffiti abatement area. All graffiti and removal solvents shall be approved by the City and shall meet CAL-O.S.H.A. requirements.
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.

XW. SERANATA TRAIL (approximately 1.5 miles)

1. Contractor shall perform ~~every other week maintenance of trail~~ trail maintenance every other week. Trail maintenance shall include, but not limited to, removing trail ruts, removing e-trash and litter, and report all removing graffiti and reporting potential hazards to City Representative
2. Contractor shall perform ~~monthly maintenance of trails removing~~ remove all weeds from trail path and trim 2 feet to both sides of trail monthly.

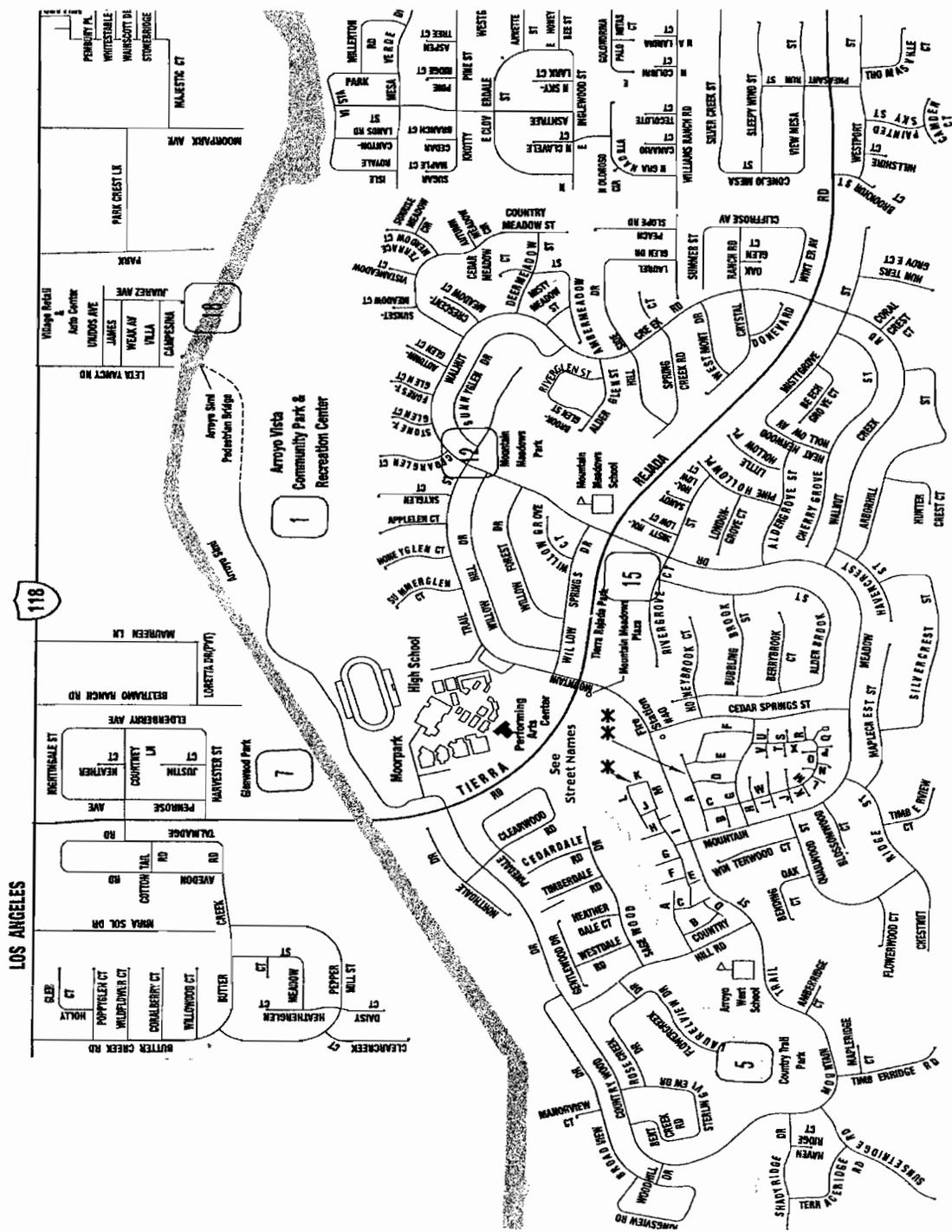
EXHIBIT C

PARK SITE DESCRIPTIONS AND LOCATION MAPS

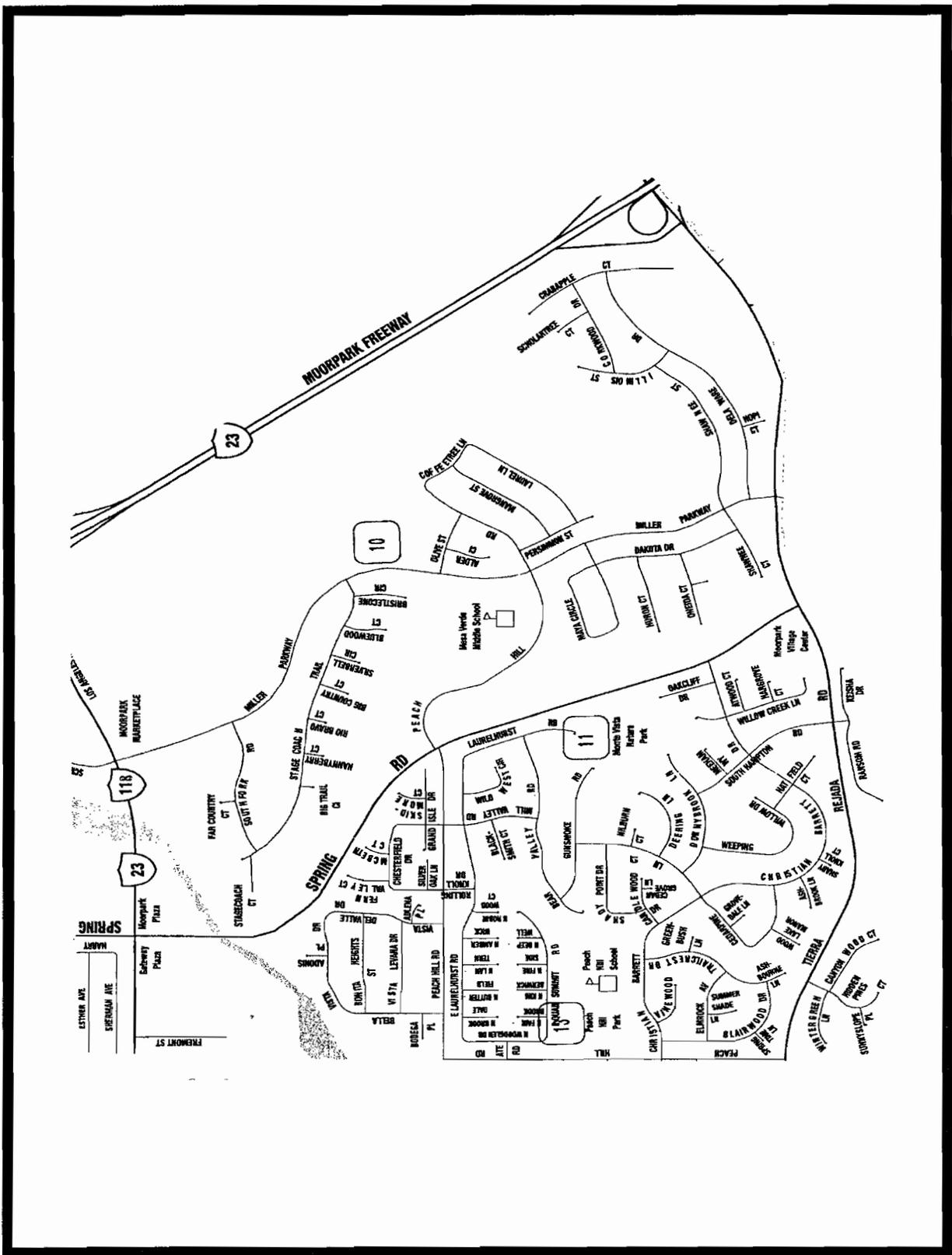
CITY PARKS SITE DESCRIPTIONS	SIZE	MAP
1. Arroyo Vista Community Park 4550 Tierra Rejada Road Located northeast of Moorpark High School.	69 Acres	A
2. Campus Park 14900 Harvard Street Located at the south end of Duke Street.	2.5 Acres	D
3. Campus Canyon Park 6970 Campus Canyon Drive Located at the corner 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	1.5 Acres	

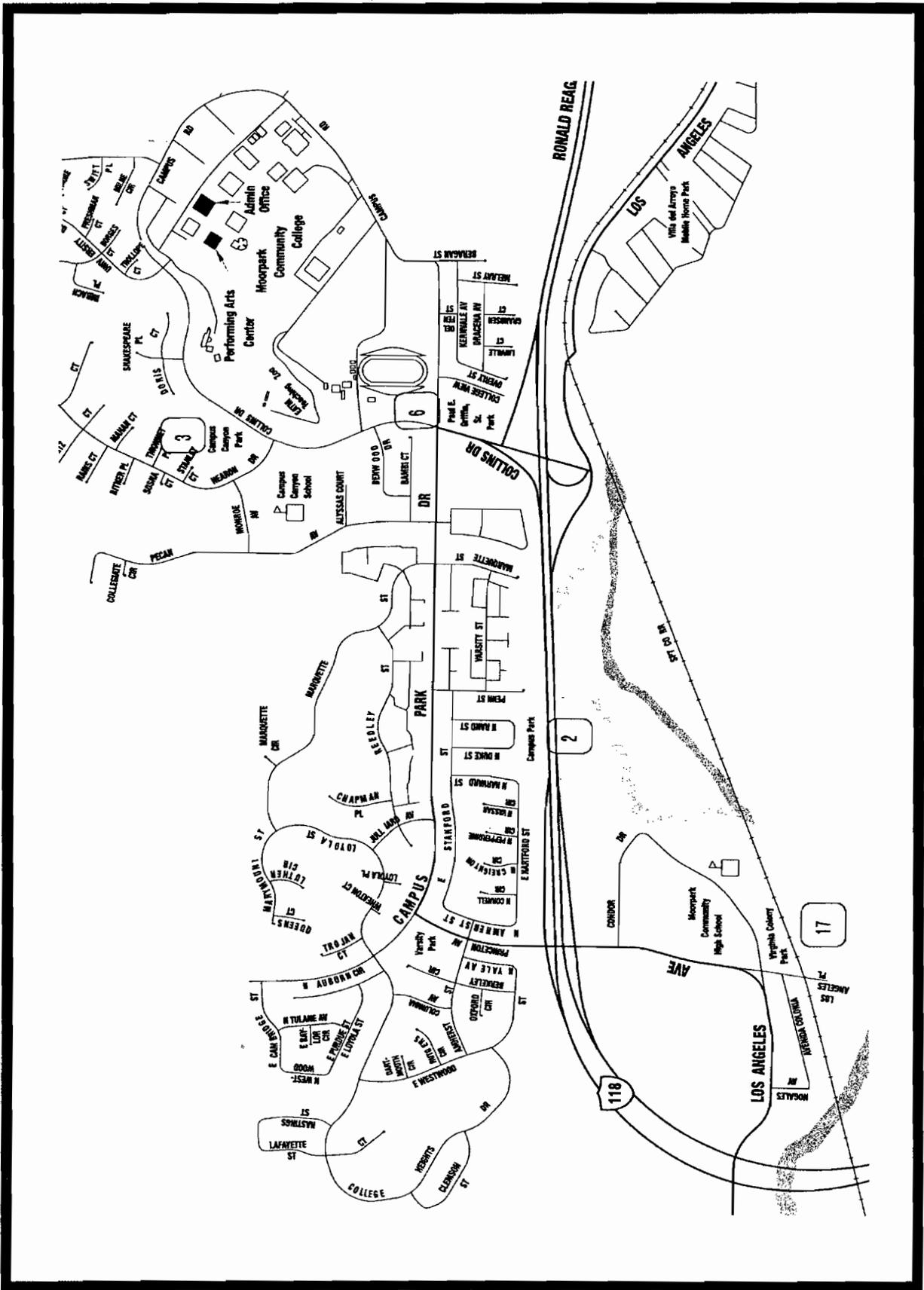
Colony.		D
18. Villa Campesina Park 4704 Leta Yancy Road Located at the end of Leta Yancy Road.	.5 Acre	A



MAP-A



MAP-B



MAP-D

EXHIBIT D

MONTHLY COMPENSATION

EXHIBIT E

CITY OF MOORPARK CONTRACTOR WEEKLY INSPECTION REPORT

Contractor: _____

Month _____

Park Name: _____

Inspector: _____

Retain document for 3 years after inspection.

Area Inspected		WEEK				DEFICIENCY Yes (Y) or No (N)	Description/See detailed report below
		1	2	3	4		
A. Landscape							
1	Damages – Traffic Accident, Vandalism, Theft, etc.						
2	Mowing, edging, trimming has been completed						
3	Trees and shrubs have been maintained, planters weeded						
4	Shrubs, turf or tree replacement needed						
5	Turf areas are weed free (herbicide applicator scheduled?) provide						
6	Turf areas inspected for hazards such as holes, mounds, rocks, glass and other debris and removed daily (list hazards removed)						
B. Trees							
1	12" tree wells have been maintained						
2	No sucker growth or low limb obstructions						
3	Tree supports and stakes are secure						
4	Tree contractor (WCA) services are required						
C. Irrigation							
1	Sprinkler system operating correctly						
2	Irrigation heads operating correctly						
3	Damaged to irrigation components						
4	Excessive wet areas, run-off, over-spray Areas						
5	Dry, brown or dead areas						
6	Irrigation controller time and water days correct						
7	Controller & backflow working correctly.						
8	Controller adjusted for inclement weather						
D. Traffic Control							
1	Required traffic control devices in-place						

2	Encroachment permit at site and posted in vehicle																		
E. Hardscape																			
1	Damage or hazards in sidewalks, curb, gutters, parking lots or picnic areas																		
2	Swales and drains clean																		
3	Litter & debris removed daily																		
F. Fertilization																			
1	Grass: Forecasted Application Date for: Jan/Apr/Aug/ October																		
2	Shrub: Forecasted Application Date for: Apr/Sep																		
G. Pesticide																			
1	Notification submitted to City: Weed Control Application																		
2	Notification submitted to City: Rodent / Disease / Insect Applications																		
H. Lighting																			
1	Lights Bulbs Burned OUT / Staying ON / Vandalized etc.																		
I. Graffiti																			
1	Restrooms: Identify location & log time																		
2	All other areas: Identify location & log time																		
J. Playgrounds																			
1	Vandalism, damage, graffiti, or hazardous conditions identified																		
2	Play surface: Cleaned, raked to 5" depth min. and neatly groomed daily																		
3	Low spots and areas under ladders, climbers, slides, etc. leveled daily																		
4	Rubberized surface swept and clean of debris daily.																		
K. Tennis Courts																			
1	Washed and cleaned daily																		
L. Picnic Areas / Shelters																			
1	Tables, hardscape are cleaned, free of debris and sanitized daily																		
2	BBQ's removed of coal, trash, debris daily																		
M. Recreational / Athletic Fields																			
1	Free of litter, rocks, debris and/or obstructions																		
2	Brick dust leveled, low spots filled and free of weeds																		
3	Turf edged and maintained																		
N. Restrooms																			
1	All fixtures, walls, floors, partitions, toilets, urinals, etc. are clean and disinfected daily																		

EXHIBIT F

CITY OF MOORPARK CONTRACTOR'S WEEKLY IRRIGATION INSPECTION REPORT

Contractor: _____

Date: _____

Park Name: _____

Controller: _____

Inspector: _____

IRRIGATION INSPECTION

Station Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
OK																					
Broken Head																					
Plugged Head																					
Adjust Head																					
Broken Lateral																					
Solenoid																					
Valve																					
Other																					

PLANT MATERIAL INSPECTION

Good																					
Fair																					
Turf too wet																					
Stressed Turf																					

IRRIGATION INSPECTION

Station Number	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	
OK																					
Broken Head																					
Plugged Head																					
Adjust Head																					
Broken Lateral																					
Solenoid																					
Valve																					
Other																					

PLANT MATERIAL INSPECTION

Good																					
Fair																					
Turf too wet																					
Stressed Turf																					

EXHIBIT G

CITY OF MOORPARK CONTRACTOR'S INTENT TO SPRAY RESTRICTED/NON-RESTRICTED MATERIALS

Contractor (Permittee): _____ Date: _____

Park Name: _____

Location: _____

Proposed date (s) of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target pest(s): _____

Dilution Rate: _____ Applicator(s) Name(s): _____

Registration No.: _____ License No.: _____

Ingredient(s): _____

Antidote: _____

Active: _____

Inert: _____

Environmental:

Re-entry after spraying: _____
(hours/minutes)

Criteria/Reason/notifications: _____

North

Identify Location of Adjacent Schools, Dwellings, Etc. West Treatment Area East

South

Submitted By: _____

Date: _____