

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

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

DATE: May 28, 2013 (CC Meeting June 5, 2013)

SUBJECT: Consider Awarding the Agreement for Park Landscape Maintenance Services to Venco Western, Inc., and Authorize the City Manager to Execute the Agreement

BACKGROUND

On June 13, 2012, the City Council approved staff's recommendation to award the contract for Park Landscape Maintenance Services to the lowest qualified bidder, Mariposa Landscape Inc. The term of the Agreement was for one year, July 1, 2012, through June 30, 2013, with an option to extend the Agreement for three additional one year periods. On March 20, 2013, Mariposa Landscape Inc. notified the City that they did not intend to extend the Agreement after the completion of the initial one year term, due to unforeseen increases in business expenses, primarily increases in insurance costs.

On April 17, 2013, the City Council approved the Park Landscape Maintenance Bid Documents and Specifications for the City's eighteen parks and several natural walking trails, and directed staff to solicit bid proposals from qualified contractors.

The contract documents included a fifteen month agreement, July 1, 2013, through September 30, 2014, with a provision that would allow the City to extend the contract for three additional one year terms. Historically, the park contract was initiated on July 1, and terminated on June 30. However, the contract start time has been problematic over the last several years, as several major events are scheduled during this time, such as the July 3rd Fireworks Extravaganza, the turf restoration program at Arroyo Vista Community Park and several large tournaments scheduled early in August. The City Council approved staff's

recommendation to move the initial contract end date to September 30, to minimize maintenance problems and scheduling conflicts typically associated with a new contractor during the busy summer months. There were no other significant changes to the bid documents.

The City Clerk advertised the Request for Proposals (RFP) for Park Landscape Maintenance Services on April 24 and April 29, 2013, and staff held a mandatory pre-bid conference and park tour on May 9, 2013. Twelve contractors attended the pre-bid conference and the City received eight bid proposals prior to bid opening on May 28, 2013, including a bid from the current landscape contractor, Mariposa Landscapes, Inc.

DISCUSSION

The City Council is being asked to award a fifteen month contract, with an option to extend the contract for three additional one year periods to the lowest bidder, Venco Western, Inc., for park landscape maintenance services. Staff has verified that the contractor has the required experience and the necessary licenses, as outlined in the bid documents and specifications.

The current contract for park landscape maintenance services expires on June 30, 2013. The eight (8) bid proposals that the City received are as follows:

<u>Bidder</u>	<u>Monthly Bid</u>	<u>Fifteen month Bid</u>
Venco Western, Inc.	\$27,067.00	\$406,005.00
Oakridge Landscape, Inc.	\$27,572.05	\$413,580.75
Azteca Landscape	\$28,454.75	\$426,821.25
ValleyCrest Landscape Maintenance	\$28,690.00	\$430,350.00
Merchants Landscape Services, Inc.	\$29,187.00	\$437,805.00
Parkwood Landscape Maintenance	\$33,304.00	\$499,560.00
Mariposa Landscapes, Inc.	\$34,180.00	\$512,700.00
American Heritage Landscape, LP	\$89,614.00	\$1,344,210.00

The apparent lowest bid for park landscape maintenance services was submitted by Venco Western, Inc., at a total fifteen month cost of \$406,005.00, or total annual cost of \$324,804.00. This represents an additional cost of \$3,972.00 annually, as compared to the current contract with Mariposa Landscapes, Inc. (\$320,832.00). The increase in overall annual maintenance costs is most likely due to increases in normal business expenses, such as insurance, equipment and supplies, and fuel costs.

Staff recommends awarding the contract for park landscape maintenance services to the lowest bidder, Venco Wesetern, Inc. The Agreement includes an

initial fifteen month term, July 1, 2013, through September 30, 2014, with a provision to extend the contract for three (3) additional one (1) year terms.

FISCAL IMPACT

The fifteen month bid submitted by Venco Western, Inc., in the amount of \$406,005.00, is equivalent to a total annual cost of \$324,804.00 and represents an annual cost increase of \$3,972.00. Staff recommends a \$25,000.00 annual contingency for various landscape repairs and improvements, for a total contract value of \$431,005.00 for the initial fifteen month term, and \$349,804.00 annually for every subsequent year that the contract is extended. Funding has been included in the FY 13/14 budget and no additional appropriation is being requested.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Award the contract for Park Landscape Maintenance Services to the lowest bidder, Venco Western, Inc., in the amount of \$431,005.00 for the initial fifteen (15) month term of the Agreement and \$349,804.00 annually for every subsequent year that the contract is extended; and
2. Authorize the City Manager to execute the Agreement, subject to final language approval by the City Manager.

Attachment:

1. Agreement between the City of Moorpark and Venco Western, Inc.

**AGREEMENT BETWEEN THE CITY OF MOORPARK
AND VENCO WESTERN, INC.,
FOR LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2013, between the City of Moorpark, a municipal corporation ("City") and Venco Western, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for landscape maintenance services, plus additional repair and installation services, related to City Parks and miscellaneous City properties; 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 5th day of June, 2013, 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, 2013 and will expire on September 30, 2014, unless otherwise terminated or extended as provided hereinafter.

Upon the mutual consent and written amendment to this Agreement executed by 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 repair and installation services, related to City parks and miscellaneous City properties, as set forth in Exhibits A, B, C, and D: Contractor's Bid Proposal, which exhibits are attached hereto and

incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal". 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 all of which are attached hereto and incorporated herein by this reference as though set forth in full. 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 Exhibits A, B, C, and D, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates shown on Exhibit D and a total contract value of four hundred thirty-one thousand five dollars (\$431,005.00), which includes a twenty-five thousand dollar (\$25,000.00) contingency, for the initial fifteen (15) month term of the Agreement, and three hundred forty-nine thousand eight hundred four dollars (\$349,804.00) annually, which includes a twenty-five thousand dollar (\$25,000.00) contingency, for every subsequent year that the contract is extended, without a written Amendment to this Agreement executed by both parties. Approval of additional related maintenance, repair, and installation services during the term of this Agreement to be paid out of the contingency funding shall require a written Work Order executed by both parties. Payment by City to Contractor shall be as described in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's 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 Linda Burr, and no other individual may be substituted without the prior written approval of the City Manager.

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

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed the rates or total contract value of four hundred thirty-one thousand five dollars (\$431,005.00), which includes a twenty-five thousand dollar (\$25,000.00) contingency, for the initial fifteen (15) month term of the Agreement, and three hundred forty-nine thousand eight hundred four dollars (\$349,804.00) annually, which includes a twenty-five thousand dollar (\$25,000.00) contingency, for every subsequent year that the contract is extended.

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 through a Work Order, fully executed by both parties, or other written Amendment to the Agreement executed by both parties. 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.

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

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides

otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) 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.

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, the City may proceed in the manner set forth in Section 6-4 of the Greenbook (Standard Specifications for Public Works Construction).

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, Contractor shall forfeit and pay to the City, 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 Agreement [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 shall indemnify, defend with legal counsel approved by Agency, and hold harmless Agency, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the Agency. Should conflict of interest principles preclude a single legal counsel from representing both Agency and Contractor, or should Agency otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the Agency its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Agency (and its officers, officials,

employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor 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 Agency under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless Agency for liability attributable to the active negligence of Agency, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Agency is shown to have been actively negligent and where Agency 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 Agency.

11. INSURANCE

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

12. INDEPENDENT CONTRACTOR

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

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

13. LEGAL RESPONSIBILITIES

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

14. ANTI DISCRIMINATION

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or

subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) 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, CA 93021

To: Linda Burr
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

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 Agreement 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 both parties to this Agreement.

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 this Agreement 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 City's Bid Package and Proposal, Exhibits A, B, C, and D attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

VENCO WESTERN, INC.

By: _____
Steven Kueny, City Manager

By: _____
Linda Burr, President

Attest:

Maureen Benson, City Clerk

ATTACHMENT 1

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. General Liability Insurance

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

2. Automobile Liability Insurance

Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. Umbrella or Excess Liability Insurance

Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies; and
- Policies shall “follow form” to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. Workers’ Compensation Insurance

Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

5. Other Provisions or Requirements

- a. Proof of insurance. Contractor shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsement must be approved by Agency’s risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- b. Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. Agency and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- c. Agency’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to

obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Contractor or Agency will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Agency may cancel this Agreement.

- d. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's risk manager.
- e. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- f. Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.
- g. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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, or to the exclusion of other coverage, or a waiver of any type.
- h. Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- i. Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and

agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

- j. Agency's right to revise requirements. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Agency and Contractor may renegotiate Contractor's compensation.
- k. Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.
- l. Timely notice of claims. Contractor shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- m. Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

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. All parks facilities shall be opened as follows:

<u>Facility</u>	<u>Days per week</u>	<u>Open</u>
Arroyo Vista Community Park	M, T, W, Th, F	6:00 a.m.
Restrooms	M, T, W, Th, F	8:00 a.m.
Dog Park	M, T, Th, F	7:00 a.m.
Dog Park (maintenance)	W	12:00 p.m.
Skate Park	M, T, W, Th, F	10:00 a.m.
Skate Park (holiday schedule)	M, T, W, Th, F	8:00 a.m.
Tennis Courts	M, T, W, Th, F	7:00 a.m.

Schedule is subject to change per City's discretion.

3. Contractor shall be responsible for any costs incurred by the City including, but not limited City staff's overtime hourly rate 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 City staff. City staff overtime costs shall be assessed as follows (subject to change per current salary distribution):

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

4. The Contractor shall have staff available by phone contact (not an answering service) including, but not limited to Contractor's on-site 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.

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 to carry out the responsibilities of this Contract on all other City holidays if they fall on a weekday.
6. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City a proposed maintenance schedule. The schedule shall include a list of all activities specified in the Scope of Work (Exhibit B) by location, with respective days of the week and time of day said activities will be performed. After 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 on-site landscape maintenance supervisor, fully trained in all aspects of landscape maintenance and repair, and a minimum of one (1) full time on-site irrigation technician. Said supervisor (s) and technician (s) shall have a minimum of seven (7) years of experience at the supervisory and technician level. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City information that demonstrates the supervisor's and technician'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 and irrigation technician positions.
2. The landscape maintenance supervisor shall remain on site for a minimum of eight (8) hours per day, except as required to obtain equipment and supplies necessary for regular maintenance activities, and to attend company meeting and events necessary during the normal course of business.
3. Contractor shall have an on-site supervisor(s) and irrigation technician (s) capable of communicating effectively both in written and oral English, at all times during the term of the Contract. Any communication from the City to the Contractor's on-site supervisor(s) or irrigation technician (s) shall be deemed as delivered to the Contractor.
4. Contractor shall endeavor to maintain 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.

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

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.
3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one (1) hour maximum upon notification by City.

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 quality and quantity of materials 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, herbicides, insecticides, 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 manufacturer 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 shall be immediately reported to the relevant utility company, 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, irrigation system components, adjacent hardscape surfaces or other property, immediate 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 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 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. Traffic control and detours conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be included in the Contract unit or lump sum prices paid for various items of work wherein traffic control and/or detours 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.

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 Subcontractor(s) form submitted with the bid documents. All subcontractors shall be licensed and shall only provide 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 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 for Construction Sites," which by reference is a part of 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 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 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, solvents, cleaning solutions, 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 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 by the Contractor to perform the services described herein, adhere to the service schedule, service the irrigation system, perform required services and/or repairs, or reprogram each conventional controller weekly per local ETo data pursuant to this Contract, will be 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 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 for each callout, 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 callout. City staff hourly costs shall be assessed as follows (subject to change per current salary distribution):

Parks and Landscape Manager:	\$150/hr.
Landscape/Parks 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 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. Contractor shall submit certified payroll reports for all extra work services.

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 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.
2. Damage 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. Contractor shall reschedule and complete all maintenance activities that were not completed on the next available day that weather conditions permit such activities.

2. Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance activities, shall result in a deduction of payment to reflect only the work actually accomplished.
3. If weather conditions do not allow regular 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 without written approval from the City Representative.
4. The Contractor shall re-stake and re-tie trees as required, and continue to monitor trees during storm conditions.
5. The Contractor shall remove and clean all debris deposited in drainage areas resulting from inclement weather, to mitigate potential flooding of landscaped areas.
6. Contractor shall adjust controllers and timers to the "OFF" position, which shall remain off until local "ETo" data indicates that conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor 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 agrees not to duplicate any keys and acknowledges that California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.
3. Contractor shall immediately report all lost or stolen keys to the City Representative.
4. Upon expiration, cancellation or termination of this Contract, all keys received by the Contractor shall be returned to the City.
5. Contractor shall reimburse the City all costs and expenses as determined by the City for any key or lock replacements, due to contractor's negligence. Such costs shall be deducted from any payments due or to become due to contractor and may include the costs to replace padlocks, re-keying door locks, and shall include staff time and 15% administration fee, if deemed necessary by City to secure and protect City properties and facilities.

- 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

3. Turf shall be mowed to the cutting heights or methods as follows:

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

4. Turf shall be mowed on the following schedule:

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

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.

<u>Month</u>	<u>Frequency</u>
January through December	Every other week

5. Turf mowing at each park location shall be completed in one day, and shall be 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 and groundcover beds, and shall be performed 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 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 from the Contractor's edges practices shall be replaced by the Contractor with 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 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 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:

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. 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.
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 completed in sections, in accordance with the area covered by the automatic irrigation controllers, so that the soil may be thoroughly soaked immediately after the fertilizer is broadcast.

D. SHRUB AND GROUND COVER FERTILIZATION:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative 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 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.
3. 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 and weeding every other week, weekly removal of leaf litter 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 shall be 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.

G. 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 and be identified in the City of Moorpark's Restricted Materials Permit before conducting any Pesticide operations in the City.

The Contractor shall not store Pesticides on City owned property at any time 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.
3. Chemical Weed Control: Chemical weed control 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, may only be controlled with 'non-restricted' 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 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 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 shall be applied at the manufacturer's recommended rates and shall conform with manufacturer's application instructions.
4. 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. 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 wellbeing 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.

H. 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) 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 Commissioner's 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.

I. MAINTENANCE OF IRRIGATION SYSTEMS:

1. The Contractor shall bear sole responsibility and cost for both labor and materials for cleaning, repairing, adjusting and replacement of automatic irrigation system components, with the exception of backflow protection devices. Contractor shall repair and/or replace as needed any irrigation system components, including irrigation systems within athletic fields, to insure optimal operation of the irrigation system. All irrigation systems shall perform according to the original design and installation intent.

The City shall bear the cost of all irrigation system repairs that are the result of vandalism or theft. Contractor shall submit to the City a written vandalism or theft report, in a format approved by the City, for any claims of irrigation system damage due to vandalism or theft. 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 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. 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).
6. All mainline repairs shall be inspected by the City Representative prior to backfilling to approve quality of backfill and compaction.
7. 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 by the City).
8. 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.
9. 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.
10. 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.
11. Contractor shall take corrective action and immediately report to the City Representative any conditions that may create a public hazard.

12. 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.
13. 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.
14. 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. All replacement materials are to be identical type, manufacturer and model number 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.

- 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 replacement. 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.

- J. IRRIGATING AREAS: It shall be the responsibility of Contractor to maintain, operate, and adjust watering schedules to weekly local evapotranspiration (ET_o) 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 Areas:

- a. Watering of turf, shrub and groundcover areas shall be scheduled pursuant to local evapotranspiration (ETo) data or by the City's Central Irrigation Management System. The Contractor shall utilize local ETo data to manually program the 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. 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.
- g. 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.

- h. Contractor shall make adjustments to the irrigation schedule as required to minimize runoff onto sidewalks, and streets.
 - i. 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
 - j. 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. Irrigation Reports: The Contractor shall maintain and submit to the City Representative in writing:
- a. Irrigation Controller Program Log: To be submitted to the City Representative within one business day of an irrigation program schedule that is not pursuant to local ETo data.
 - b. Vandalism or Theft Report: Contractor shall prepare a written vandalism or theft 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.
8. 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.

K. SWALES, DRAINS AND CATCH BASINS:

1. Contractor shall maintain all swales, drains and catch basins on a weekly basis. 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 operations 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.

L. DRINKING FOUNTAIN AND WATER FEATURE MAINTENANCE:

- 1 Contractor shall inspect clean and disinfect entire fixtures daily.
2. Leaking fixtures 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. 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.

M. LITTER CONTROL:

1. Contractor shall provide litter removal services on a daily basis. This shall include, but not limited to, the removal of litter, paper, rocks, glass, trash, leaves, fallen tree branches, and other miscellaneous debris. 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, landscape areas, steps, planters, drains, catch basins, parking lots, turf areas, playgrounds and all slopes, from the toe-of-slope to the 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.
5. Litter picked up on site shall be placed in City supplied refuse bins and not in public use trash containers.

N. TRASH, RECYCLING AND MUTT-MITT RECEPTACLES

1. Trash and recycling receptacles in City parks, shall be emptied when they at 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, recycling and Mutt-Mitt receptacles shall be cleaned as needed or as requested by the City Representative, but no less than monthly.

O. 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. Contactor 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 Contact.
3. When provided by the City, waste and recycling bins shall be stored in 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.

- P. RESTROOM MAINTENANCE: Parks restrooms shall be opened, cleaned and sanitized 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 8:00 a.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 approve 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 cleaning or service of 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 a City approved graffiti remover. If graffiti cannot be removed with said cleaner, Contractor shall notify the City Representative within one (1) hour of determination.
7. Clean sinks with a disinfectant detergent.
8. Clean mirrors.

9. Clean and disinfect urinals.
10. Clean and disinfect 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 lock restroom during periods of inclement (rain) weather, as directed by the City Representative. Contractor shall open restrooms as weather conditions allow, per 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. Contractor shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the City Representative immediately upon discovery.
18. Remove spitballs, cobwebs, and other foreign materials from doors, wall, ceilings, partitions, vents, etc.
18. When restroom fixtures (i.e. toilets, sinks, urinals, etc) are determined to be inoperable, Contractor shall cover said fixture with a black plastic trash can liner, tape close the edges, and immediately notify the City Representative.

Q. RECREATIONAL/ATHLETIC FIELDS:

1. The Contractor shall visually inspect all athletic and recreational sports fields and related amenities minimum once daily. Contractor shall remove all litter, rocks, debris and other obstructions.
2. Contractor shall 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, 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.

R. HARDSCAPE SURFACES

1. All hardscape surfaces, such as sidewalks, steps, walkways, ramps, curb and gutters, access roads, parking lots and walls adjacent to or within City Parks, shall be kept clear of dirt, mud, trash, leaves, weeds and any other substances or miscellaneous debris which are either unsightly or unsafe.
2. The Contractor shall be responsible for weekly sweeping or blowing of hardscape surfaces, parking lots, access roads and walkways adjacent to all park areas.
3. Patios, sidewalks, walkways, parking lots, access roads and entry points at Arroyo Vista Recreation Center facilities shall be kept clean and clear of all hazards and debris.

S. PICNIC AREAS/SHELTERS:

Daily Maintenance

1. Picnic tables, benches, concrete slabs, and trash containers shall be cleaned and sanitized.
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, leaves 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.

T. SAND PLAY AREAS / PLAYGROUND EQUIPMENT:

1. All playground sites and equipment shall be inspected at the start of each business day and before 8:00 a.m. Monday through Friday. Any signs of vandalism, damage, graffiti or 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 and play areas installed with engineered wood fiber (EWF) shall be raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All play areas shall be maintained free of weeds, leaves, 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 EWF) areas shall be leveled by providing equal distribution from high areas to low areas.
4. During the leveling and distribution of sand (or EWF), contractor shall insure that concrete footing are not exposed. Each footing shall be covered to provide 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 EWF and sand compaction immediately to the City Representative. The City shall provide additional sand or EWF as needed.
7. Rubber resilient surfaces (rubber matting) shall be cleaned with a leaf blower daily to remove sand, silt and other debris. Any cracks, tears, rips or holes shall be reported immediately to the City Representative upon detection.

U. SWEEPING OF RECREATION HARD COURT AMENITIES:

1. Contractor shall sweep all hard courts including, but not limited to, basketball courts, roller hockey courts, skate park (tennis courts are addressed separately), and adjacent hardscape on a daily basis between 7:00 a.m. and 10:00 a.m. so as not to interfere with normal play activity. Court surface shall be dry and ready for play upon completion. Cleaning shall include but not be limited to sweeping, litter pick-up, cleaning of spills, spot washing with water as needed to keep court surface clean and ready for play.
2. Sweeping shall include the removal of all foreign objects from hard court areas including but not limited to, leaves, pine needles, rocks, dirt, liter, sand, food waste, gum, broken glass, etc.
3. Methods for sweeping of designed areas may require one or all of the following:
 - a. Back pack blowers
 - b. Vacuums
 - c. Brooms
 - d. Rakes
4. Supplemental hand sweeping may be necessary for corners and other areas inaccessible to power equipment.
5. Tennis Courts
 - a. Tennis court gates shall be unlocked and opened by 7 a.m. and courts cleaned daily between 7:00 a.m. and 10:00 a.m. Daily cleaning shall include but not be limited to broom sweeping, litter pick-up, cleaning of spills, spot washing as needed to keep court surface clean and ready for play upon completion.
 - b. In the event of inclement weather and upon the direction of the City, the Contractor may be directed to keep the tennis courts locked.

V. GRAFFITI

1. 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 report prior to removal. The Contractor shall be responsible for removing graffiti that can be removed using a solvent specifically formulated for graffiti removal and approved for such use by the City within two (2) hours of detection. If graffiti cannot be removed

with said solvent, Contractor shall immediately notify City Representative. The 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 not damage surfaces or areas adjacent to the graffiti abatement area. All graffiti 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.

W. SERANATA TRAIL (approximately 1.5 miles)

1. Contractor shall perform trail maintenance every other week. Trail maintenance shall include, but not limited to, removing trail ruts, removing trash and litter, removing graffiti and reporting potential hazards to City Representative
2. Contractor shall 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	1
2. Campus Park 14900 Harvard Street Located at the south end of Duke Street.	2.5 Acres	2
3. Campus Canyon Park 6970 Campus Canyon Drive Located at the corner of Collins Drive and Campus Canyon Drive.	5 Acres	3
4. Community Center Park 799 Moorpark Avenue Community Center Park.	.75Acres	4
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	5
6. College View Park (Griffin Park) 15400 Campus Park Drive Located at the corner of Campus Park Drive and Collins Drive.	5.5 Acres	6
7. Glenwood Park 11800 Harvester Street Located on the south side of Harvester Street.	4.5 Acres	7
8. Magnolia Park 296 Magnolia Street Located on Charles Street and Magnolia Street	1 Acre	8

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

18. Villa Campesina Park 4704 Leta Yancy Road Located at the end of Leta Yancy Road.	.5 Acre	18
19. Seranata Trail Miller Parkway Located on Miller Parkway with connection to Miller park	n/a	19

1. ARROYO VISTA COMMUNITY PARK

4550 TIERRA REJADA ROAD
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

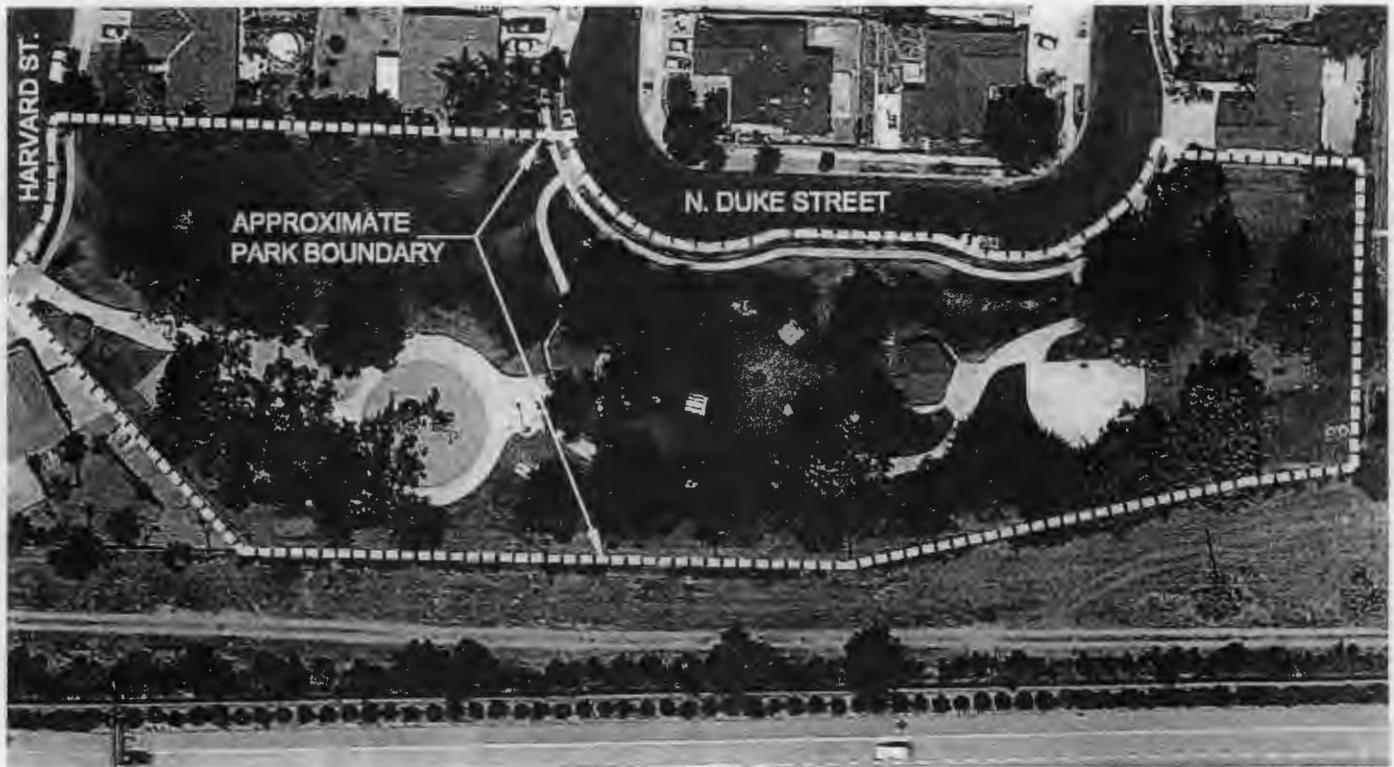


SCALE N.T.S.

DATE APRIL 10, 2013

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2. CAMPUS PARK
14900 HARVARD STREET
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

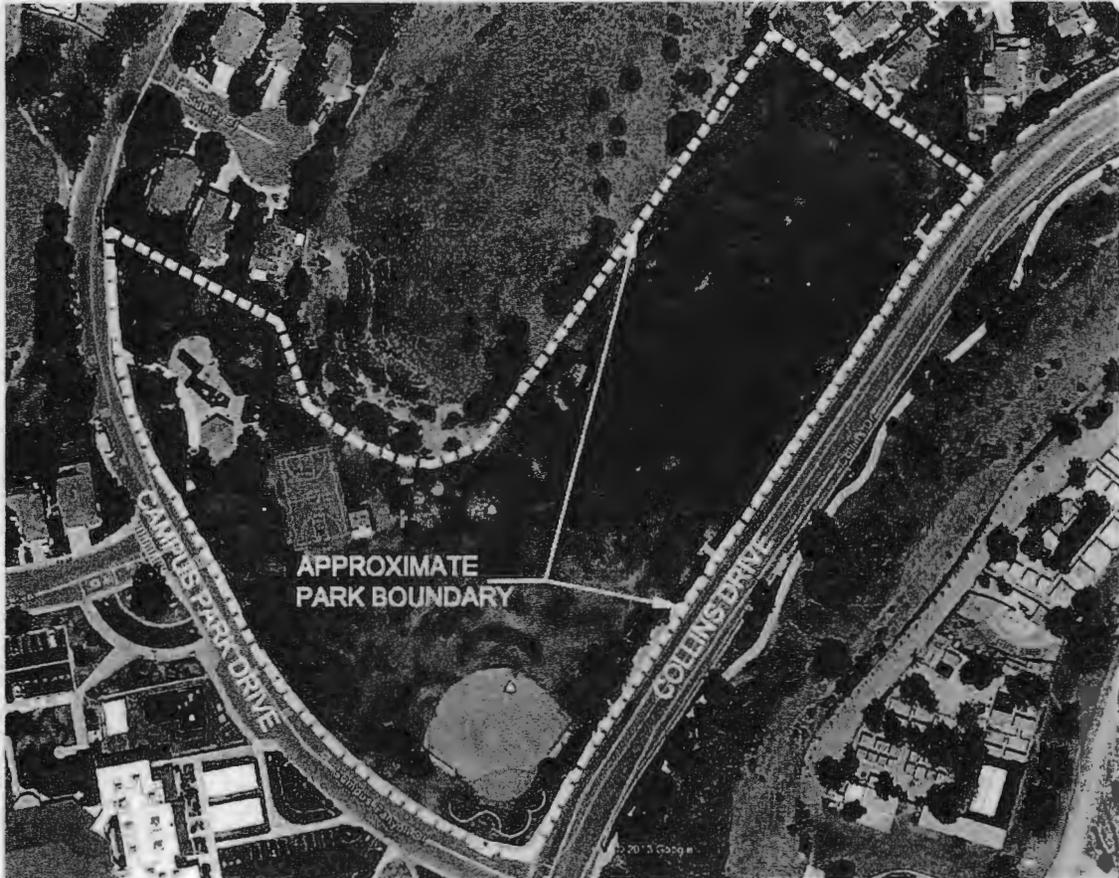


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3. CAMPUS CANYON PARK
6970 CAMPUS CANYON DRIVE
MOORPARK, CA 93021



City of Moorpark

788 MOORPARK AVE
MOORPARK CA, 93021

NORTH



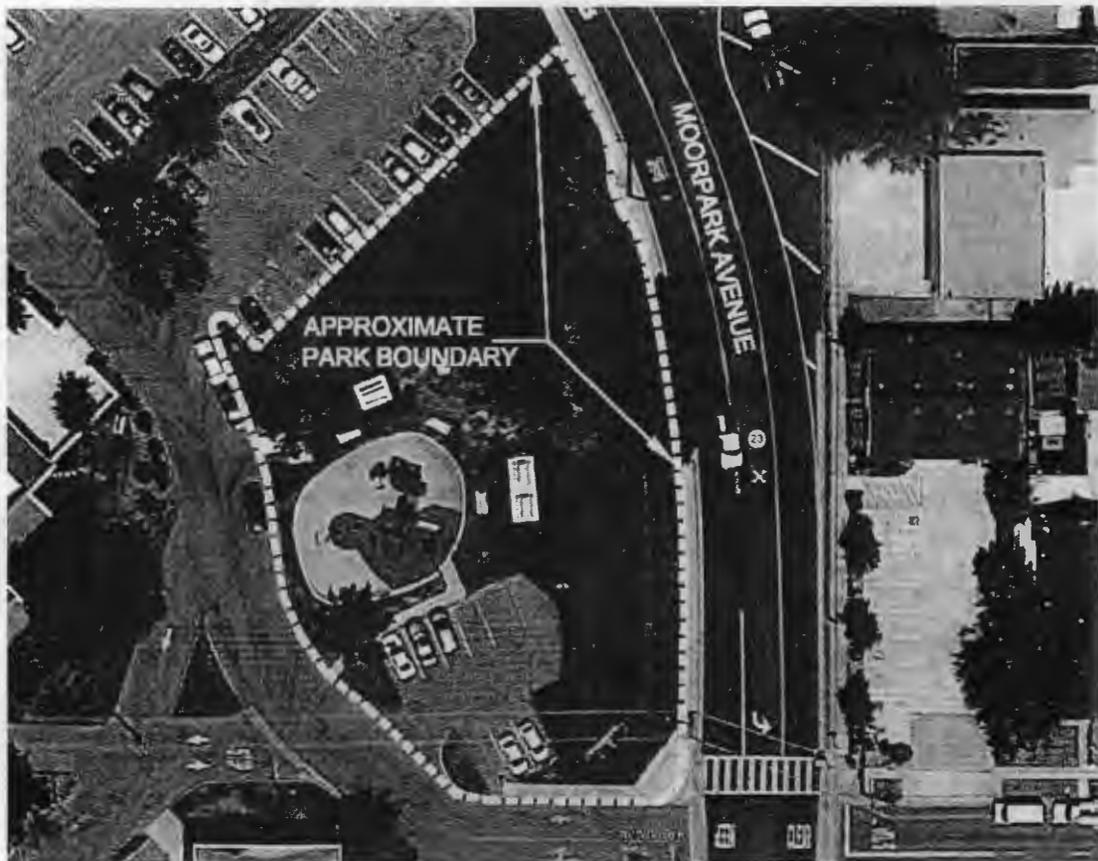
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4. COMMUNITY CENTER PARK

799 MOORPARK AVENUE
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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5. COUNTRY TRAIL PARK
11701 ½ MOUNTAIN TRAIL STREET
MOORPARK, CA 93021



City of Moorpark
789 MOORPARK AVE
MOORPARK CA, 93021

NORTH

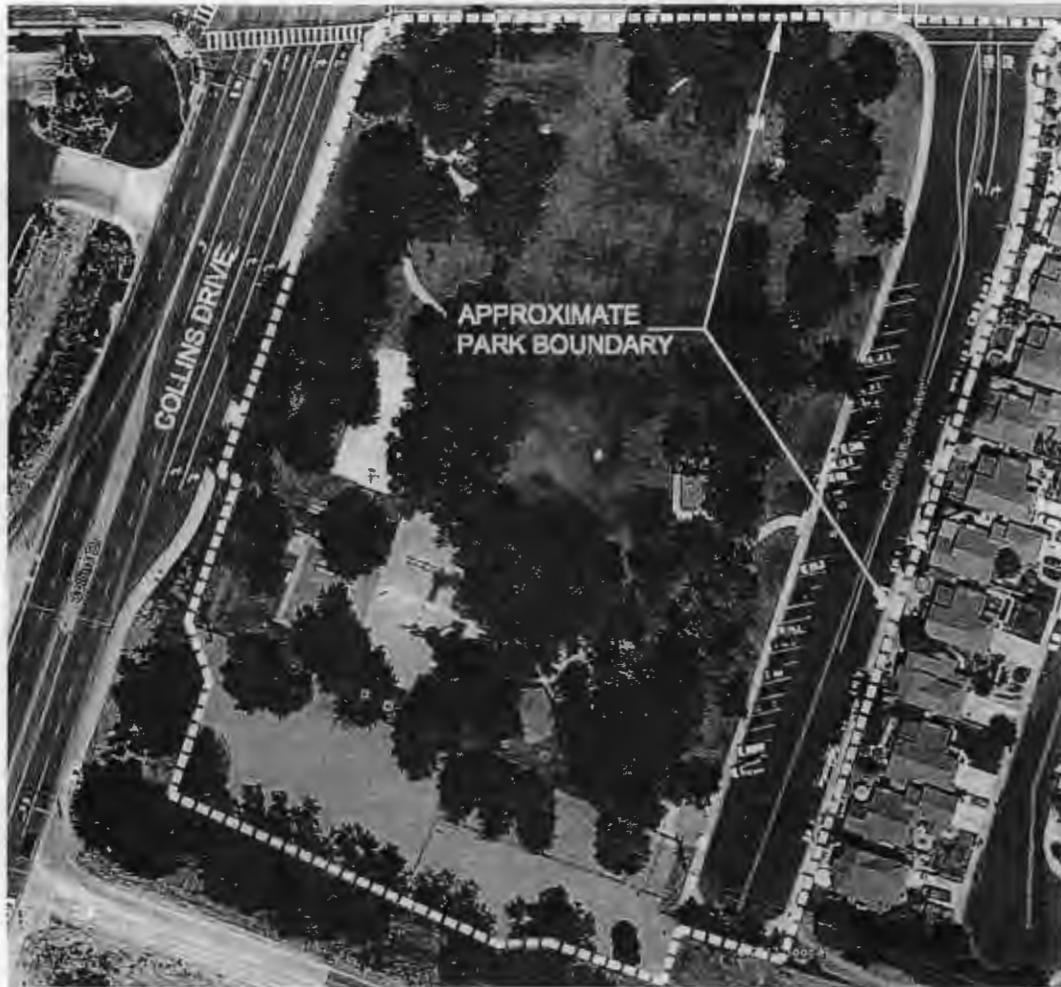


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6. COLLEGE VIEW PARK
15400 CAMPUS PARK DRIVE
MOORPARK, CA 93021



City of Moorpark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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7. GLENWOOD PARK

11800 HARVESTER STREET
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



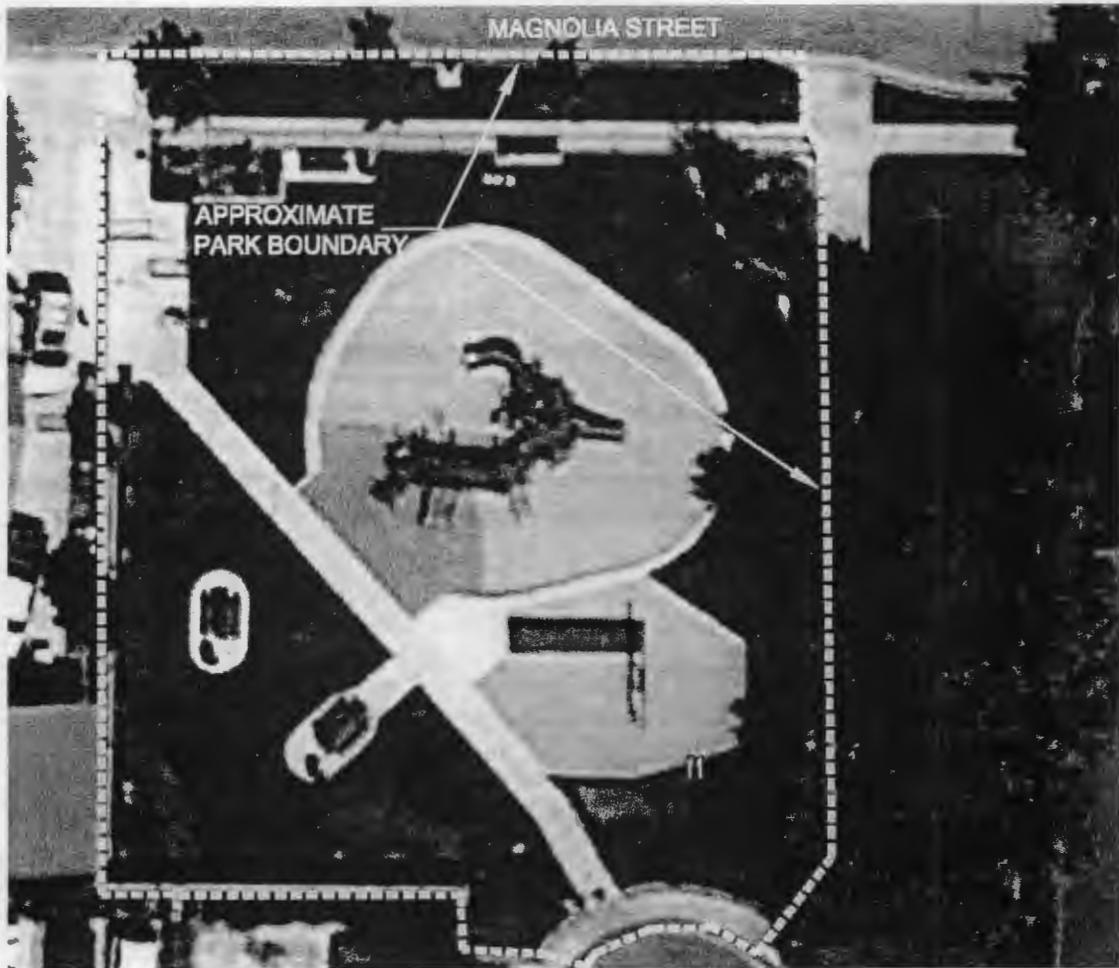
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8. MAGNOLIA PARK

296 MAGNOLIA STREET
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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9. MAMMOTH PARK

7000 ELK RUN LOOP
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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10. MILLER PARK
4530 MILLER PARKWAY
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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11. MONTE VISTA PARK

4200 SPRING ROAD
MOORPARK, CA 93021



City of Moorpark

789 MOORPARK AVE
MOORPARK CA, 93021

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12. MOUNTAIN MEADOWS PARK

12432 ½ MOUNTAIN MEADOWS DRIVE
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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13. PEACH HILL PARK
13200 PEACH HILL ROAD
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



SCALE N.T.S.

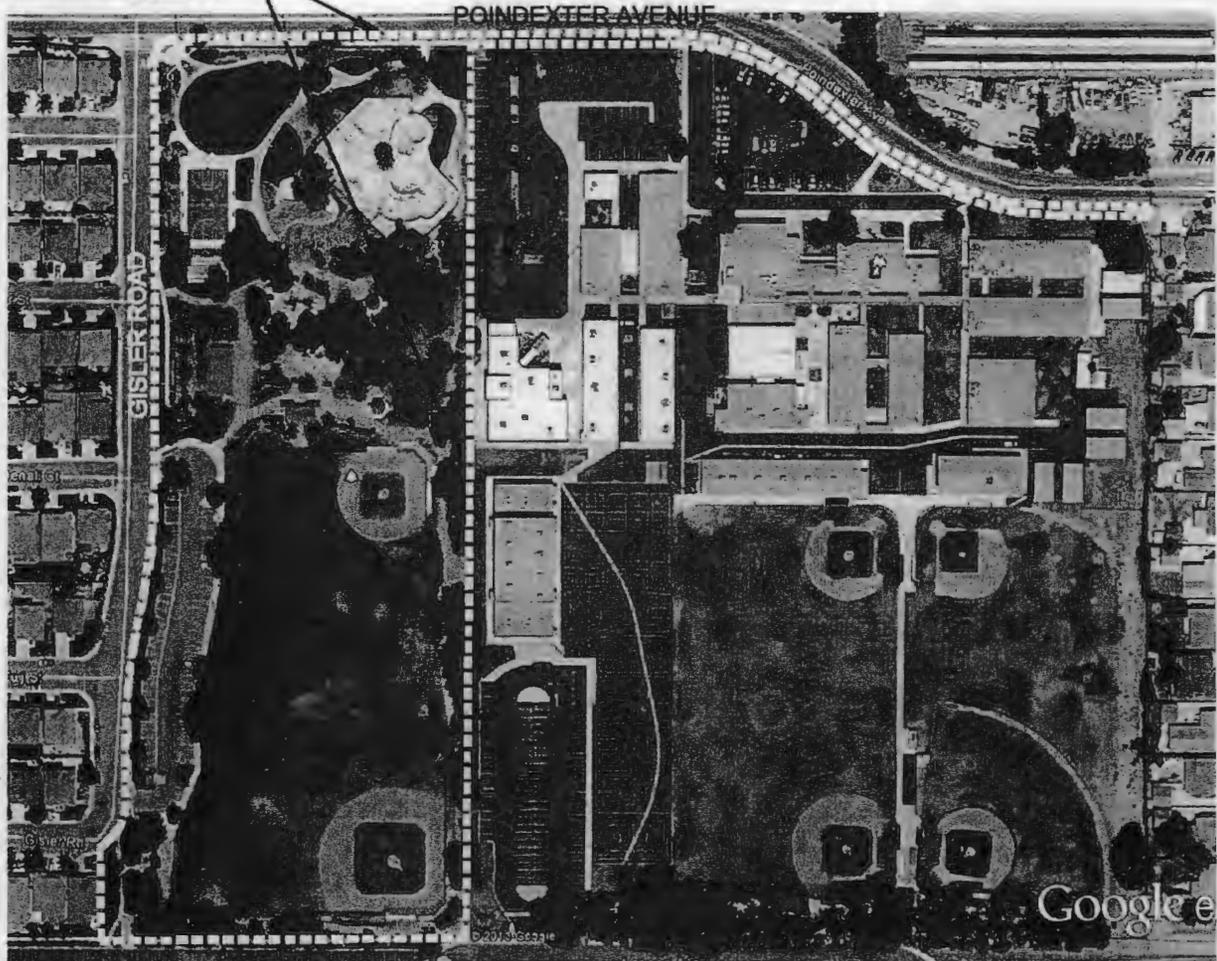
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14. POINDEXTER PARK

500 POINDEXTER AVENUE
MOORPARK, CA 93021

APPROXIMATE
PARK BOUNDARY



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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15. TIERRA REJADA PARK
11900 TIERRA REJADA AVENUE
MOORPARK, CA 93021



City of Moorpark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



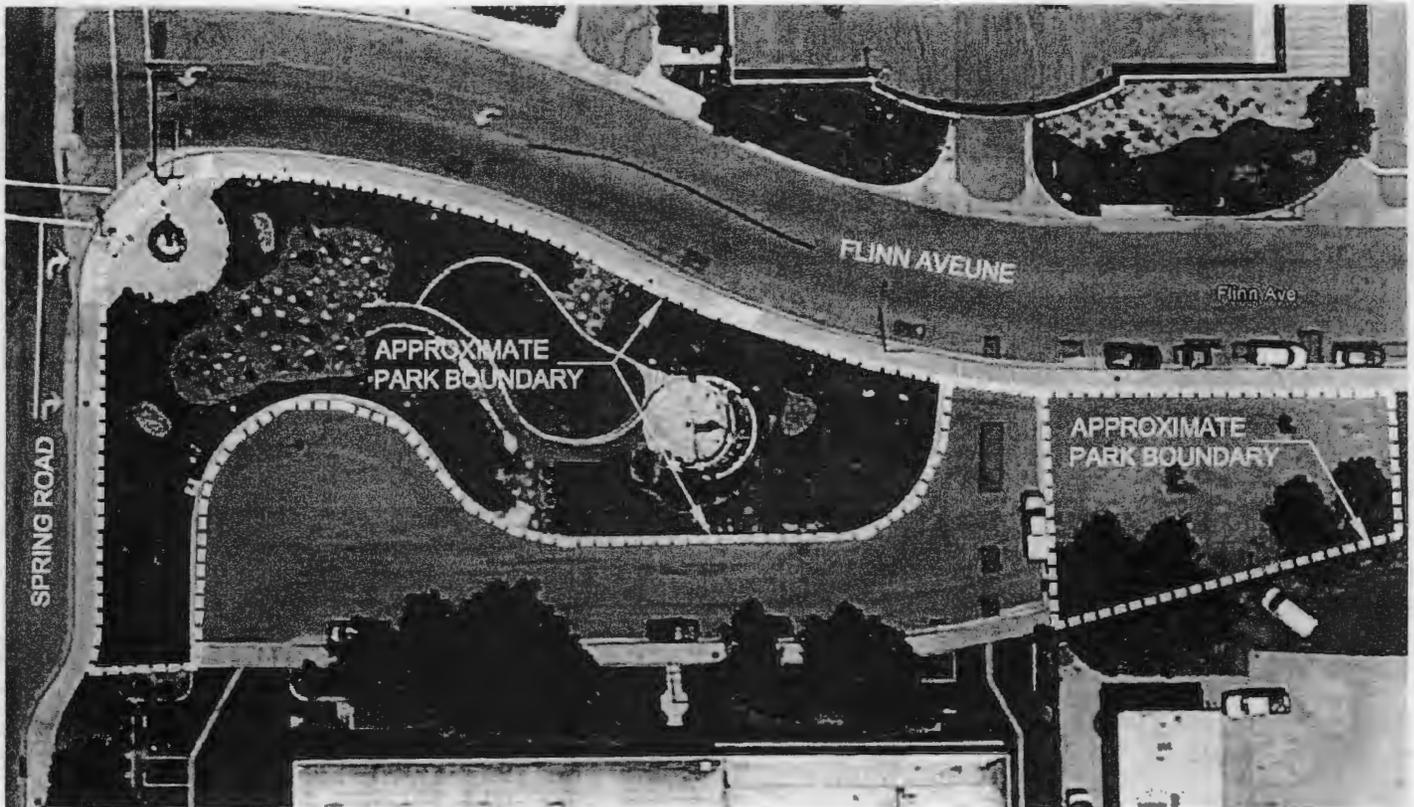
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16. VETERANS MEMORIAL PARK

608 SPRING ROAD
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



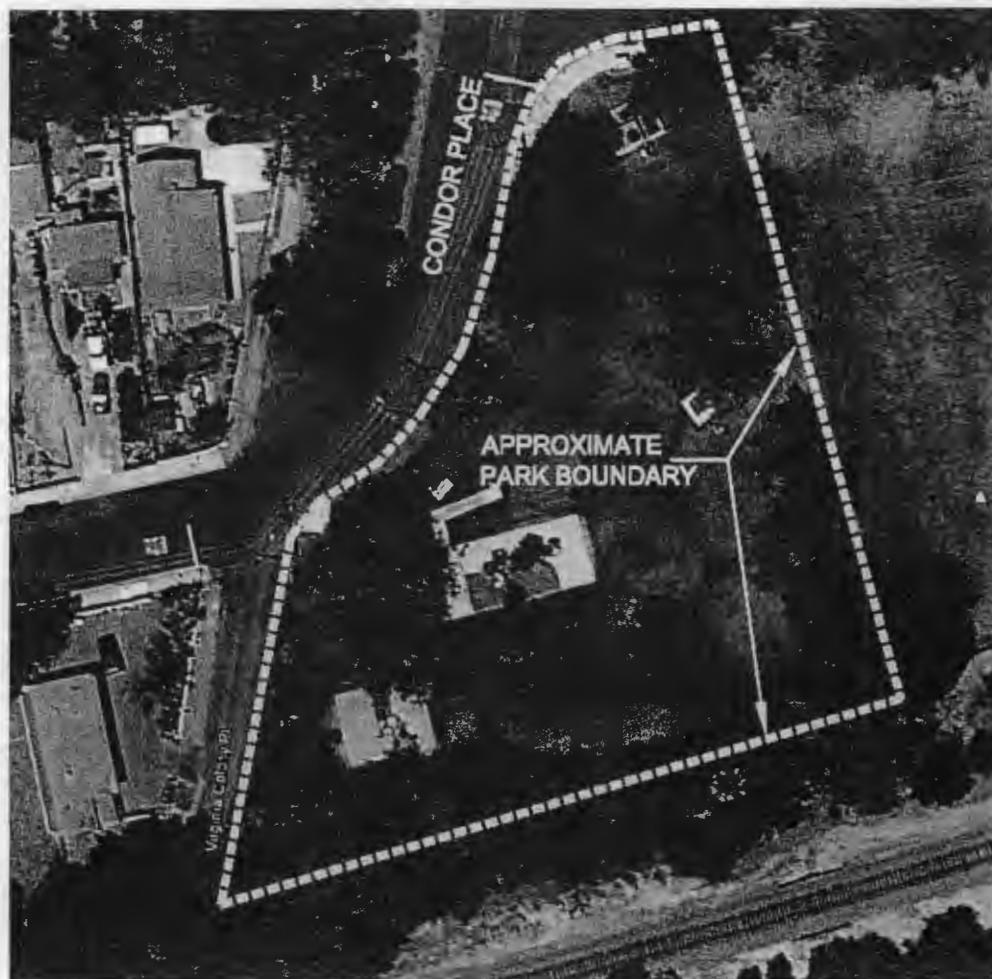
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17. VIRGINIA COLONY PARK

5600 CONDOR PLACE
MOORPARK, CA 93021



City of Moorpark

789 MOORPARK AVE
MOORPARK CA, 93021

NORTH



SCALE

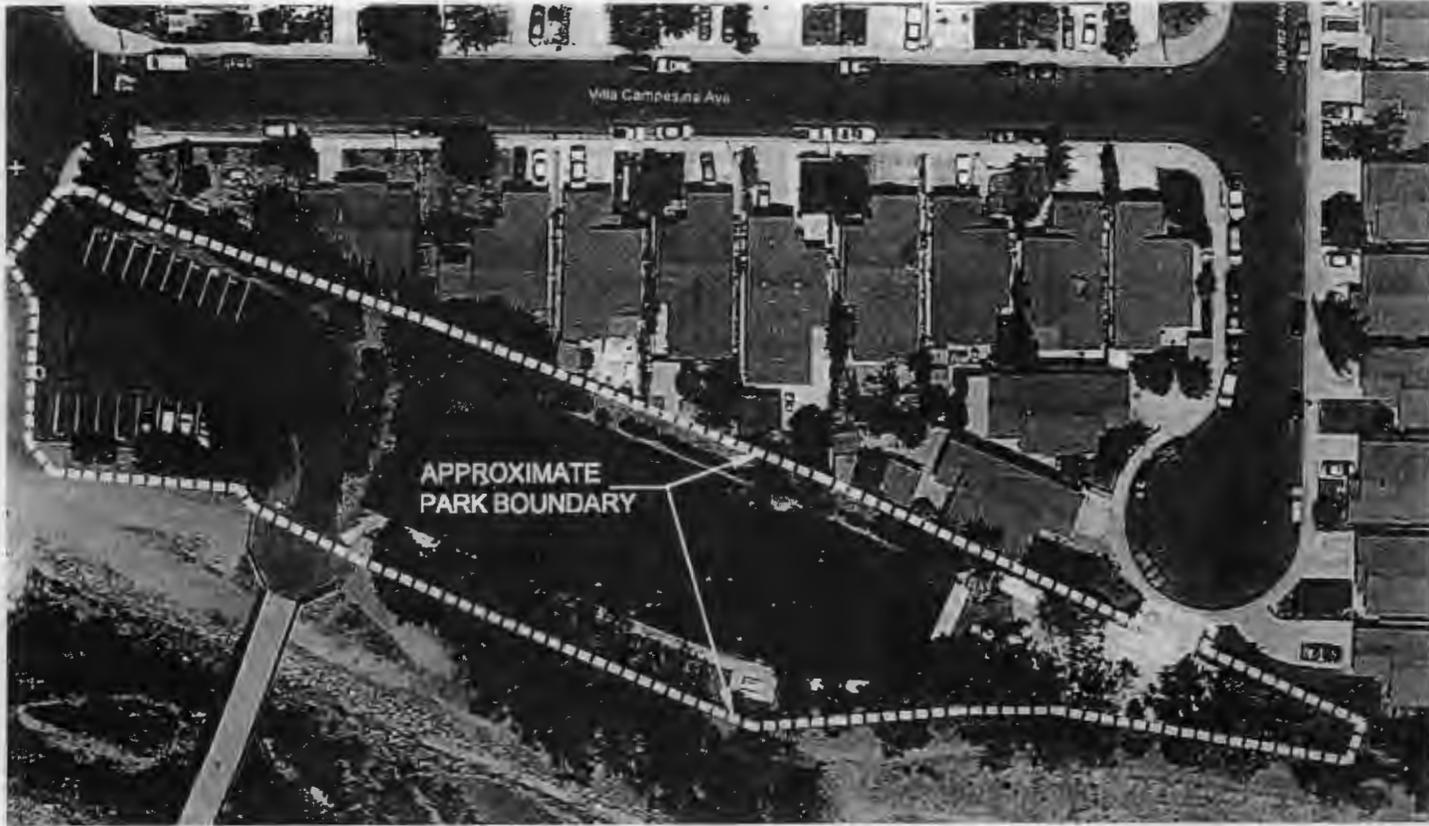
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DATE

APRIL 10, 2013

THE PARK SITE SHOWN IS FOR REFERENCE ONLY. ACTUAL SITE CONDITIONS, PARK SIZE, PROPERTY BOUNDARY AND AMENITIES IDENTIFIED MAY VARY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERSONALLY EXAMINE THE SITE OF THE WORK CONTEMPLATED, SPECIFICATIONS, AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID PROPOSAL, TO ASCERTAIN THE EXISTENCES OF ANY CONDITIONS THAT MAY AFFECT THE BID PROPOSAL. IT WILL BE ASSUMED THAT THE BIDDER HAS PERSONALLY INVESTIGATED AND IS SATISFIED AS TO THE GENERAL AND LOCAL CONDITIONS OF THE SITE, THE CHARACTER OF THE EQUIPMENT AND FACILITIES NEEDED PRELIMINARY TO AND DURING THE PROSECUTION OF THE SERVICES, AND THE REQUIREMENTS OF THE BID SPECIFICATIONS. IT IS MUTUALLY AGREED THAT THE 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

18. VILLA CAMPESINA
4704 LETA YANCY ROAD
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



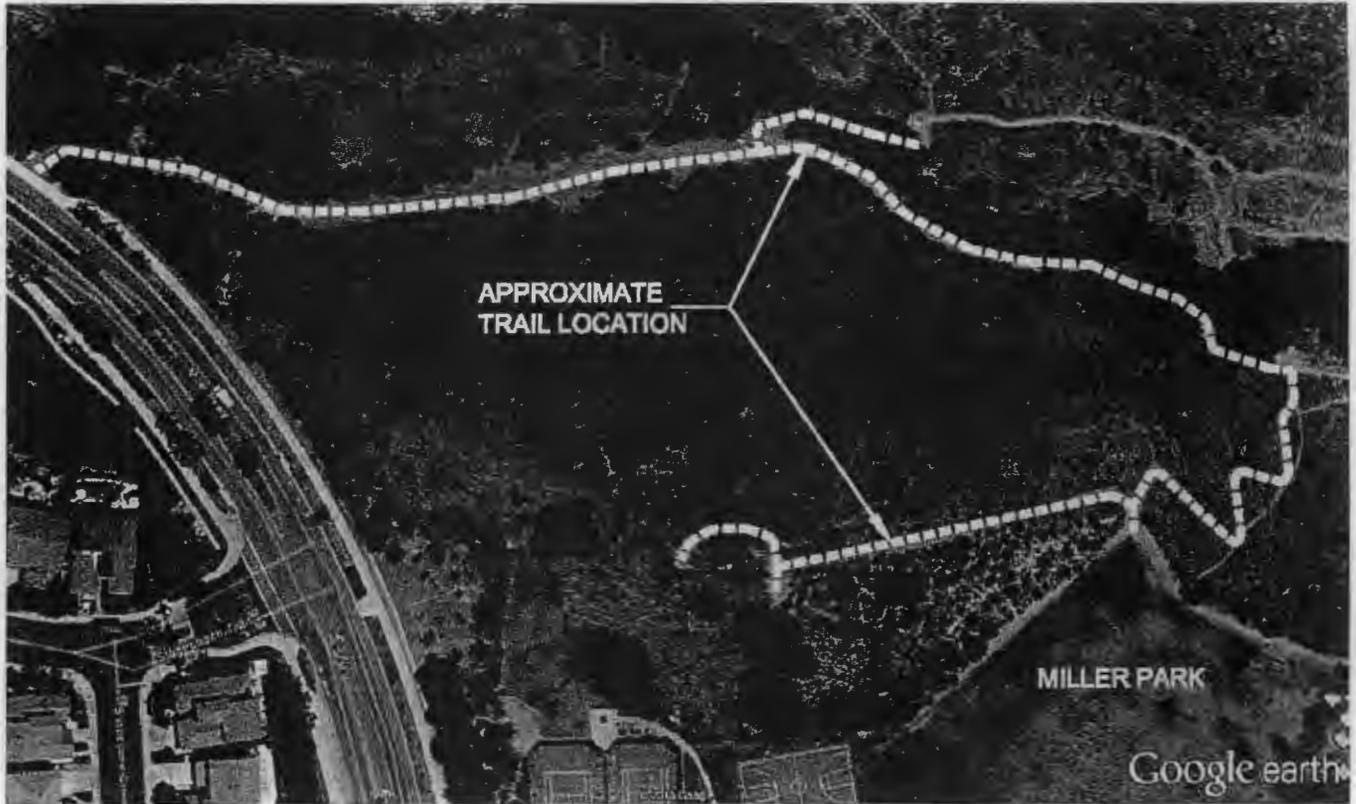
SCALE N.T.S.

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19. SERANATA TRAIL

MILLER PARKWAY
MOORPARK, CA 93021



City of Moorpark

799 MOORPARK AVE
MOORPARK CA, 93021

NORTH



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EXHIBIT D

COMPENSATION

DESCRIPTION		Monthly Bid Amount	Fifteen (15) Month Bid Amount
No.			
1	Arroyo Vista Community Park	\$10,016.00	\$150,240.00
2	Campus Park	\$1,450.00	\$21,750.00
3	Campus Canyon Park	\$622.00	\$9,330.00
4	Community Center Park	\$981.00	\$14,715.00
5	Country Trail Park	\$1,436.00	\$21,540.00
6	College View Park	\$963.00	\$14,445.00
7	Glenwood Park	\$783.00	\$11,745.00
8	Magnolia Park	\$550.00	\$8,250.00
9	Mammoth Highlands Park	\$914.00	\$13,710.00
10	Miller Park	\$1,044.00	\$15,660.00
11	Monte Vista Park	\$884.00	\$13,260.00
12	Mountain Meadows Park	\$1,567.00	\$23,505.00
13	Peach Hill Park	\$1,773.00	\$26,595.00
14	Poindexter Park	\$1,276.00	\$19,140.00
15	Tierra Rejada Park	\$1,305.00	\$19,575.00
16	Veterans Memorial Park	\$360.00	\$5,400.00
17	Virginia Colony Park	\$392.00	\$5,880.00
18	Villa Campesina Park	\$360.00	\$5,400.00
19	Serenata Trail	\$391.00	\$5,865.00
Total Cost		\$27,067.00	\$406,005.00
		(Month)	(15 Month)

- 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, 2013.