ITEM 10.M.

MOORPARK CITY COUNCIL
AGENDA REPORT

TO: **The Honorable City Council**

FROM: **Jeremy Laurentowski, Parks and Recreation Director** JL

DATE: **April 18, 2014 (CC Meeting May 7, 2014)**

SUBJECT: **Consider Landscape Maintenance Contract Documents and Specifications and Authorize Staff to Solicit Bid Proposals for Landscape Maintenance Districts**

BACKGROUND

On June 21, 2011, the City entered into an Agreement with Azteca Landscape Services, Inc. for landscape maintenance services at the Moorpark Landscape Maintenance District Citywide Zones, Zones of Benefit, and miscellaneous properties. The Agreement has been amended several times to extend the contract term and compensation. The current contract extension expires on June 30, 2014. Azteca Landscape Services, Inc. has notified the City that they do not intend to extend the Agreement after the completion of the current term, but have agreed to amend their Agreement and continue services through August 31, 2014. The termination date coincides with the contract start date of September 1, 2014 that is being considered by the City Council. It has been three years since bids were last obtained for the Landscape Maintenance District (LMD) landscape maintenance services.

DISCUSSION

The City Council is being asked to review and approve the contract documents and specifications for the City's thirty-six (36) citywide zones, zones of benefit and miscellaneous properties. Staff has elected to separate the contract documents and specifications into two separate bid packages. One set of contract documents will contain LMD Zones 15 (Moorpark Country Club, Championship Drive, Tract 5045), 20 (Meridian Hills, Tract 5187), & 22 (Moorpark Highlands, Tract 5045), and the other will contain all the Citywide zones, miscellaneous City properties and LMD Zones 1 (Pecan Avenue, Tract 2851), 2 (Steeple Hill, Tract 2865), 3 (Buttercreek/Peppermill, Tract 3032), 4 (Williams Ranch Road, Tract 3274), 5 (Pheasant Run Area, Tracts 3019 & 3525), 6 (Inglewood Street, Tract 3274), 7 (Moorpark Business Park, Los Angeles Avenue and Gabbert Road), 8 (Home Acres Buffer Zone), 9 (Moorpark Industrial Park,

Condor Drive), 10 (Mountain Meadows, Planned Community 3), 11 (Alyssas Court, Tract 4174), 14, (Wishire Builders, Tract 5201), 16, Cabrilllo Economic Development Corporation, Tract 5161), 18 (Colmer, Tract 5307) and 21 (Shea Homes, Tract 5133). Staff believes that separating the LMD zones into two separate contracts will enable the contractor to provide better overall maintenance service, as the relative size of the contract will be reduced and proportionately less difficult to manage by City staff. In 2010, the City accepted LMD Zone 22, which is relatively equal to the size of all the other LMD areas combined. Since this time, staff has observed a steady decline in the maintenance services provided by the last two contractors responsible for managing the LMD's. The contractors have been required to take remedial action and improve certain landscape areas to ensure compliance with the contract specifications, but the overall impact has resulted in considerable staff time to oversee the work. The newer LMD Zones, primarily Zones 12, 14, 15, 16, 18, 20, and 22, are fully funded, and the maintenance costs associated with these zones are not subsidized by the general fund. In addition to separating the larger of these zones into a separate bid package, staff has increased the maintenance specifications for these Zones in an effort to provide better maintenance services for the residents that reside within the adjacent communities. The increase in the maintenance requirements primarily include an increase in the frequency of fertilization for turf and shrub areas.

Staff is also changing the bid forms so that the costs for the required full-time irrigation technician and irrigation maintenance procedures are called out separately from the landscape maintenance items. The reason for separating the costs is so that staff can prepare a cost-benefit analysis and compare the costs associated with contracting for irrigation monitoring and maintenance procedures versus hiring full-time City staff to perform these services. Staff believes that there would be a greater personal interest to manage the City's water use by in-house staff versus contractor services. In addition, the City is facing stricter water conservation challenges and staff believes that having in-house irrigation maintenance staff would allow the City to complete irrigation retrofit and repair projects more efficiently and with a higher level of control. Several times over the last few years, staff has come across irrigation repairs that have been completed by our landscape maintenance contractors that actually increase the City's water consumption by installing high water use nozzles and irrigation equipment that is not compatible with our existing systems. The contractors have been required to rectify this, but it has required additional staff time to monitor. These inefficiencies can be easily missed due to the relatively large size of the LMD's and the time commitment necessary to oversee the contractors on a daily basis.

The general format of the bid documents has been revised to match the format of the Park bid documents approved by the City Council on April 17, 2013. The following is a summary of the specific changes to the LMD bid documents:

1. The Contractor References section has been modified to include specific criteria that the contractor will need to meet to demonstrate competency.
   - Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than sixty-five (65) acres of landscape areas consisting of non-native plant

material.

- Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than thirty (30) acres of landscape areas consisting of California native plant material.
- Maintenance services for a trail system, no less than five (5) miles in length, consisting of decomposed granite or natural dirt paving. Contractor must demonstrate competency in grading techniques.
- Management of a WeatherTRAK irrigation system or similar, with a minimum of twenty-five (25) irrigation field controllers.

2. Exhibit A - Both the overtime billing rate and normal billing rate for the Parks and Recreation Director have been included.
3. Exhibit B – Section C, Turf Fertilization – Fertilization for LMD Zones 12, 14, 15, 16, 18, 20, and 22 has been increased from four times annually, to six times annually.
4. Exhibit B – Section D, Shrub and Groundcover Fertilization - Fertilization for LMD Zones 12, 14, 15, 16, 18, 20, and 22 has been increased from four times annually, to five times annually and the installation of gypsum has been increased from two times annually, to three times annually.
5. Exhibit B – Section Y, Trail and Staging Areas – Contractor shall maintain the swales within Zones 12, 14, 15, 16, 18, 20, and 22 and shall install sandbags prior to the winter season as directed by the City.

The contract documents include a twelve (12) month agreement, September 1, 2014, through August 30, 2015, with a provision that would allow the City to extend the contract for three (3) additional one (1) year terms. In order to allow for the bidding process, staff is in the process of preparing an Amendment to the Agreement with Azteca Landscape Services, Inc. to continue landscape maintenance services until September 1, 2014. The contract start date would coincide with the Park maintenance Agreement and is preferred in order to minimize maintenance problems and scheduling conflicts typically associated with a new contractor during the busy summer months.

The contract documents and specifications will be available to prospective bidders on May 9, 2014, and a mandatory pre-bid conference and LMD tour will be held on May 20, 2014. Staff anticipates opening the bid on June 6, 2014 and returning to the City Council on July 2, 2014, with a recommendation to award the contract.

FISCAL IMPACT

The current annual contract for the LMD landscape maintenance services is $470,783.00. Staff does not expect any cost increases to the LMD zones that are subsidized by the general fund, due to the fact that no additional modifications were made to the contract documents and specifications for these LMD areas. The areas that are subsidized by the general fund consist of the Citywide zones, miscellaneous City properties and LMD Zones 1-11, 12, 14, 16, 18 and 22. However, based on several discussions with the current landscape maintenance contractor, staff anticipates an increase of approximately 15% to 20% without a change to the maintenance

standards, based on increases in normal business costs, such as increases in insurance costs, materials and supplies.

STAFF RECOMMENDATION

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

Attachment:

1. Contract Documents and Specifications for LMD Landscape Maintenance Services for the Citywide zones, miscellaneous City properties and LMD Zones 1-11, 12, 14, 16, 18 and 2.
2. Contract Documents and Specifications for LMD Landscape Maintenance Services – Zones 15, 20, and 22

ATTACHMENT 1

CITY OF MOORPARK

LANDSCAPE MAINTENANCE DISTRICTS (LMD)

CONTRACT DOCUMENTS AND SPECIFICATIONS

for Landscape Maintenance Services

City of Moorpark
799 Moorpark Avenue
Moorpark, California

May 8, 2014

City of Moorpark
CONTACT: Allen Walter
Landscape/Parks Maintenance Superintendent
799 Moorpark Avenue
Moorpark, California 93021
(805) 517-6360

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NOTICE INVITING SEALED BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES
CITY OF MOORPARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 10:00 a.m. on the 10th day of June, 2014, at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

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

A mandatory pre-bid conference will be held at the Moorpark Public Services Facility, 627 Fitch Avenue, Moorpark, CA 93021, Tuesday, May 20, 2014, at 9:00 a.m. Only those bidders in attendance will be eligible to submit bid proposals. A City tour of all proposed areas will be made available to prospective bidders on Tuesday, May 20, 2014, between 10:00 a.m. and 3:00 p.m.

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

Prospective bidders may obtain copies of Contract Documents and Specifications for Landscape Maintenance Services on the City's website at www.moorparkca.gov/bids.aspx Documents are only available electronically via the City's website or from the bid depository's noted below.

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

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

Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license, and required pesticide license with the bid documents.

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

Pursuant to California Civil Code Section 3248, the successful bidder shall furnish to the City at the time of execution of the contract a performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price.

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

This contract is subject to liquidated damages.

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

The Contract Documents and Specifications will be available for public inspection at the following locations: City of Moorpark, 799 Moorpark Avenue, Moorpark, California, 93021; F.W. Dodge, 1333 S. Mayflower Avenue, Ste 300, Monrovia, California, 91016; Santa Maria Valley Contractor's Association, 2003 N. Priesker Land, Suite A, Santa Maria, CA 93454; www.ebidboard.com.

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Contact: Allen Walter, Parks/Landscape Maintenance Superintendent at (805) 517-6360.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS AND SUBMITTAL

The City is soliciting cost proposals for the maintenance of City landscaped parkways, medians, slopes and miscellaneous City properties. The bid form includes a total cost for each of the three (3) Landscape Maintenance District (LMD) areas (Citywide Assessment Zone, Zones of Benefit and Miscellaneous Properties

Bids shall be submitted in writing on the forms provided by the City. Use of other forms may be cause for rejection of bids. All information requested therein must be clearly and legibly set forth in the manner and form indicated. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of, and justification for, the proposed deviations. Final determination of any proposed deviation will be made by the City in its sole discretion. The proposal forms which must be submitted by bidders include pages 10 through 24.

SCOPE OF WORK

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

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

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

PROPOSAL GUARANTEE

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

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

DELIVERY OF PROPOSAL

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

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

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, incompleteness, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations, or erasures. Bids with supplemental information or from other than those proposed forms provided by the City will not be considered.

BID WITHDRAWAL

A bidder may withdraw his/her proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

BIDDER QUALIFICATIONS

All bidders must possess the following:

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

2) A Pesticide License issued by State of California Department of Pesticide Regulation Enforcement Branch for pesticide operations to be performed. Copies of said licenses

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

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

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

COMPETENCY OF BIDDERS

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

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

PREVAILING WAGES

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

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

CONCURRENT BIDS

Concurrently with this bid, the City has released another landscape maintenance bid which separates out three large landscape maintenance zones to be treated as a separate bid. Interested Contractors are welcome to bid on both landscape maintenance bids, however, if the Contractor should be selected as the lowest bidder for both bids, then **Contractor will be required to provide separate supervisors, irrigation technicians, and work crews for each contract. The Contracts will be treated as if the bids were from wholly separate Contractors.**

AWARD OF CONTRACT

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

TIME FOR COMMENCEMENT AND COMPLETION

This is a twelve (12) month contract (September 1, 2014 through August 30, 2015), with an option for three (3) additional one-year terms, at the City's discretion. An Agreement in substantially the same form as the Sample Agreement included in the Contract Documents, shall be signed by the successful bidder and returned to the City Clerk's Office, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA, together with the insurance certificates and endorsements and contract bonds within fourteen (14) calendar days, after contractor has been notified by City of the Notice of Award of Contract, via email or by regular mail. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 20 33 10 01, or equivalent a approved by the City. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.

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

FAILURE TO ACCEPT CONTRACT

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

CONTRACT ASSIGNMENT

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

NON-DISCRIMINATION

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

NON-COLLUSION AFFIDAVIT

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

BID FORMS

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

PROPOSAL FORM
LANDSCAPE MAINTENANCE SERVICES

TO THE CITY OF MOORPARK, as City:

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days, after the City has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the City's option, be considered null and void.

Contractor's Name_____

Authorized Signature_____

Signer's Title_____

BID SCHEDULE – PART A

LANDSCAPE MAINTENANCE SERVICES

CITYWIDE ASSESSMENT ZONE

DESCRIPTION		Monthly Bid Amount	Annual Bid Amount
No.			
1	Poindexter Avenue (CW1)	$	$
2	Tierra Rejada Road Parkways (CW2)	$	$
3	Tierra Rejada Road Median Islands (CW2a, 2b, 2c, 2d)	$	$
4	Mountain Trail Street Median Islands (CW3a)	$	$
5	Fountain (CWF)	$	$
6	Spring Road Parkways – South of LA Avenue (CW4)	$	$
7	Spring Road Median Islands – South of LA Avenue (CW4a, 4b)	$	$
8	High Street (CW5)	$	$
9	Los Angeles Avenue at Millard Street (CW6)	$	$
10	Princeton Avenue Parkways (CW7)	$	$
11	Princeton Avenue Median Islands (CW7a, 7b)	$	$
12	Campus Park Drive Parkways (CW8)	$	$
13	Campus Park Drive Median Islands (CW8a, 8b)	$	$
14	Campus Park Drive at Collins Drive (CW9)	$	$
15	Los Angeles Avenue at Tierra Rejada (CW10)	$	$
16	Spring Road Parkways – North of LA Avenue (CW11)	$	$
17	Spring Road Medians – North of LA Avenue (CW11a)	$	$
Total Citywide Assessment Zone Cost		**$**	**$**
Irrigation Labor Cost (per Ex B, Section H, item 18)*		**$**	**$**
Irrigation Maintenance Costs (per Ex B, Section H, item 1-17)*		**$**	**$**

*breakout from total cost

- 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 landscape maintenance services at any of the locations listed, at any time. The Contractor's monthly bid amount shall remain in effect at all other areas until the Agreement with City and Contractor has been terminated.
- The City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.
- The Contractor shall be notified in writing as to the date to commence landscape maintenance services if it is different than September 1, 2014.

BID SCHEDULE – PART B

LANDSCAPE MAINTENANCE SERVICES

ZONES OF BENEFIT (Zones 1-11)

DESCRIPTION		Monthly Bid Amount	Annual Bid Amount
No.			
1	Zone 1 (Tract 2851) - Landscape Maintenance	$	$
2	Zone 2 (Tract 2865) – Landscape Maintenance	$	$
3	Zone 3 (Tract 3032) – Landscape Maintenance	$	$
4	Zone 4 (Tract 3274) – Landscape Maintenance	$	$
5	Zone 5 (Tract 3019 & Tract 3025) Landscape Maintenance	$	$
6	Zone 6 (Tract 3306) – Landscape Maintenance	$	$
7	Zone 7 (Moorpark Square Industrial) Landscape Maintenance	$	$
8	Zone 8 (Home Acres Buffer Zone) Landscape Maintenance	$	$
9	Zone 9 (Moorpark Business Center) Landscape Maintenance	$	$
10	Zone 10 (Mountain Meadows) Landscape Maintenance	$	$
11	Zone 11 (Tract 4173) – Landscape Maintenance	$	$
	Total Zones of Benefit Cost(z1-11):	**$**	**$**
	Irrigation Labor Cost (per Ex B, Section H, item 18)*	**$**	**$**
Irrigation Maintenance Costs (per Ex B, Section H, item 1-17)*		**$**	**$**

*breakout from total cost

- 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 landscape maintenance services at any of the locations listed, at any time. The Contractor's monthly bid amount shall remain in effect at all other areas until the Agreement with City and Contractor has been terminated.
- The City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.
- The contractor shall be notified in writing as to the date to commence landscape maintenance services if it is different than September 1, 2014.

BID SCHEDULE – PART C

LANDSCAPE MAINTENANCE SERVICES

ZONES OF BENEFIT (Zones 12, 14, 16, 18, & 21)

	DESCRIPTION	Monthly Bid Amount	Annual Bid Amount
12	Zone 12 Parkways (Carlsberg Ranch) Landscape Maintenance	$	$
13	Zone 12 Median Islands (Carlsberg Ranch) Landscape Maintenance	$	$
14	Zone 14 (TR 5201) – Landscape Maintenance	$	$
15	Zone 16 (Tract 5161 Cabrillo) Landscape Maintenance	$	$
16	Zone 18 (Tract 5307 Colmer) Landscape Maintenance	$	$
17	* Zone 21 (Tract 5133 Shea Homes) Landscape Maintenance	$	$
	Total Zones of Benefit Cost(z12,14,16,18):	**$**	**$**
	Irrigation Labor Cost (per Ex B, Section H, item 18)*	**$**	**$**
	Irrigation Maintenance Costs (per Ex B, Section H, item 1-17)*	**$**	**$**

*breakout from total cost

- 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 landscape maintenance services at any of the locations listed, at any time. The Contractor's monthly bid amount shall remain in effect at all other areas until the Agreement with City and Contractor has been terminated.
- The City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.
- Landscape maintenance services for areas designated with an asterisk (*) shall not begin without prior written City approval. The Contract bid amount for these areas shall be deducted from the total monthly compensation paid to Contractor until such time that these areas are incorporated into this contact agreement for landscape maintenance.
- The contractor shall be notified in writing as to the date to commence landscape maintenance services if it is different than September 1, 2014.

BID SCHEDULE – PART D

LANDSCAPE MAINTENANCE SERVICES

MISCELLANEOUS PROPERTIES

DESCRIPTION		Monthly Bid Amount	Annual Bid Amount
No.			
1	310 High Street – Metrolink Station	$	$
2	661 Moorpark Avenue	$	$
3	18 High Street	$	$
4	798 Moorpark Avenue	$	$
5	782 Moorpark Avenue	$	$
6	33 High Street	$	$
7	250 Los Angeles Ave	$	$
8	627 Fitch Avenue - Moorpark Public Services Facility (MPSF)	$	$
9	699 Moorpark Ave - Moorpark Library	$	$
10	799 Moorpark Avenue – Moorpark Civic Center	$	$
11	Public Parking Lot @ Moorpark Ave and High Street	$	$
12	1449 Walnut Canyon Road	$	$
13	Bus Shelters(21)	$	$
14	* 610 Spring Road - Police Services Center	$	$
15	612 Spring Road, Ruben Castro Human Services Center	$	$
Total Miscellaneous Properties Cost:	**$**	**$**	
	Irrigation Labor Cost (per Ex B, Section H, item 18)*	**$**	**$**
	Irrigation Maintenance Costs (per Ex B, Section H, item 1-17)*	**$**	**$**

*breakout from total cost

- 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 landscape maintenance services at any of the locations listed, at any time. The Contractor's monthly bid amount shall remain in effect at all other areas until the Agreement with City and Contractor has been terminated.
- The City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.
- Landscape maintenance services for areas designated with an asterisk (*) shall not begin without prior written City approval. The Contract bid amount for these areas shall be deducted from the total monthly compensation paid to Contractor until such time that

these areas are incorporated into this contact agreement for landscape maintenance.

- The contractor shall be notified in writing as to the date to commence landscape maintenance services if it is different than September 1, 2014.

GRAND TOTALS		
	Monthly Bid Amount	**Annual Bid Amount**
Total Costs (Schedule A, B, C, &D)	$	$
Total Irrigation Technician Cost (Schedule A, B, C, &D)*	$	$
Total Irrigation Maintenance (Schedule A, B, C, D)*	$	$

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amounts shown on Bid Schedule Parts A, B, C, &D. I understand that the City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.

_____

Contractor's Authorized Signature

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name_____

Type of Firm: _____Individual; _____Partnership; _____Corporation

Business Address_____

_____

Telephone_____

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

_____

Original Date Issued_____ Expiration Date_____

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

1)_____ Expiration Date:_____

2)_____ Expiration Date:_____

3)_____ Expiration Date:_____

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this_____day of _____, 2013.

Bidder _____

_____

_____

Subscribed and sworn to this_____ day of _____, 2013.

NOTARY PUBLIC _____

CONTRACTOR'S REFERENCES

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

- Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than sixty-five (65) acres of landscape areas consisting of non-native plant material.
- Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than thirty (30) acres of landscape areas consisting of California native plant material.
- Maintenance services for a trail system, no less than five (5) miles in length, and consists of decomposed granite or natural dirt paving. Contractor must demonstrate competency in grading techniques.
- Management of a WeatherTRAK irrigation system, or similar, with a minimum of twenty-five (25) irrigation field controllers.

1. _____
   Name of Organization

   _____
   Address

   _____
   Contact Person Telephone number and email address

   _____
   Landscape acreage under contract

   _____
   Contract amount Contract period (start and end date)

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

   _____

   _____

   _____

   _____

2. _____

Name of Organization

_____

Address

_____

Contact Person Telephone number and email address

_____

Landscape acreage under contract

_____

Contract amount Contract period (start and end date)

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

_____

_____

_____

_____

_____

3. _____

Name of Organization

_____

Address

_____

Contact Person Telephone number and email address

_____

Landscape acreage under contract

_____

Contract amount Contract period (start and end date)

Description of services (please be specific, describe the maintenance program,

and reference the area listed above):

_____

_____

_____

_____

_____

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

SUBCONTRACTORS

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

Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:

Bidder may attach additional sheets as needed. Additional subcontractors shall be listed in the same format as above

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of Moorpark is personally

interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

WORK IDENTIFICATION: Landscape Maintenance Services

Labor Code Section 3700, in pertinent part, provides:

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

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

Dated: _____ Contractor: _____

By: _____

Title: _____

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

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

TO BE EXECUTEDBY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does
execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name of Bidder

Signature of Bidder

Name of Bidder

_____
Signature of Bidder

_____
Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF MOORPARK, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2014, for work identified as " _____" which Agreement is hereby incorporated into and made a part hereof; and.

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

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

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

[continued, next page]

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2014.

(Corporate Seal)

_____
(Principal)

Notarial Certificate
Attached

By_____

_____
(Title)

(Corporate Seal)

_____
(Surety)

Notarial Certificate
Attached

By_____

_____
(Title)

Sample Agreement

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

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for services related to landscape maintenance services, plus additional landscape repair and installation services, as needed; and

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

WHEREAS, the City Council of the City at a meeting held on the _____ day of _____, 2014, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

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

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended as referred to herein.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide landscape maintenance services, plus additional landscape repair and installation services as needed, specifically as it pertains to the City of Moorpark Landscape and Lighting Assessment District Citywide Zones, Zones of Benefit and Miscellaneous Properties, as set forth in Exhibits _____ Contractor's Bid Proposal, dated _____, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit _____, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv)

Performance Bond; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit _____. 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 Exhibit _____ and Exhibit _____. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit _____.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit _____. Compensation shall not exceed the rates or total value of _____ dollars ($_____) as stated in Exhibit _____, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to 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 _____, 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 _____, 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 _____ dollars ($_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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 City, and hold harmless City, 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 City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City 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 City (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 City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

11. INSURANCE

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

12. INDEPENDENT CONTRACTOR

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

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

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration 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, California 93021

To: _____
_____
_____

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

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the 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, Exhibit _____ 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	CONTRACTOR
By:_____	By:_____
Steven Kueny, City Manager	NAME, TITLE

Attest:

_____
Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

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

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

a. Explosion, collapse or underground hazard (XCU)

b. Products and completed operations

c. Pollution liability

d. Contractual liability

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

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

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance

requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

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

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

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

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

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

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

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

ATTACHMENT II

Sample Work Order

CITY OF MOORPARK

WORK ORDER
FOR _____

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

A. Cost Summary:

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

B. Description of Services to be Provided:

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

Description of Services:_____

C. Schedule:

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

D. Compensation:

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

E. Project Managers:

1. City's Landscape Representative:_____

2. Contractor's Project Manager:_____

F. Agreement Provisions:

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

CITY OF MOORPARK	CONTRACTOR
_____	_____
Steven Kueny, City Manager	

EXHIBIT A

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 7:00 a.m. to 5:00 p.m. ("working hours"). No work shall be performed on Saturday, Sunday, or City approved holiday 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 24 hours in the event of emergency work.

2. 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 Recreation Director:	$278/hr.
Parks and Landscape Manager	$225/hr.
Landscape/Parks Maintenance Superintendent or Supervisor:	$180/hr.
Maintenance Worker III:	$105/hr.

3. 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.

4. 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.

5. 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.

6. 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 meetings 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) hour 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.

   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 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 necessary horticultural supplies and landscape tools.

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

6. 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 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 where 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 Subcontractor(s) form submitted with the bid documents. All subcontractors shall be licensed and shall only provide the services listed and that they are 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 will all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City Representative immediately.

3. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and law regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines for Construction Sites," which by reference is a part of these specificationsand 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 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 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 during the specified month. The monthly report is due to the City Representative five (5) days after the end of the month.

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 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 during the specified month. The monthly report is due to the City Representative five (5) days after the end of the month.

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 evapotranspiration (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 Recreation Director:	$185/hr.
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):

Parks and Recreation Director:	$278/hr.
Parks 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 shall be mowed to the minimum height of 1 ½" - 2" during fall and winter months, and during the late spring and summer the cut should be no lower than 2" from the soil grade. Mowing heights may vary for special events and conditions approved by the City.

   Turf shall be mowed no less than 52 times per year, so that no more than 1/3 of the blade is removed at time of cutting, but at intervals of no less than once a week during the active growing season (March through November). Turf mowing at each location shall be completed in one day, and shall be on a schedule approved in writing by the City Representative.

   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.

B. EDGING AND TRIMMING:

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, tree wells, 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 Contactor 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.
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.

   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.

   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.

2. Citywide Assessment Zones CW 1-11, Miscellaneous City Properties M1-16, and Landscape Maintenance Assessment District Zones of Benefit Z 1-11:

   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.

Landscape Maintenance Assessment District Zones of Benefit 12, 14, 16, 18, and 21:

Fertilization of turf grasses shall be accomplished at the following intervals with the fertilizer formula described below:

Two (2) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and six (6) times annually apply 12-12-12 pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

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

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. <u>SHRUB AND GROUND COVER FERTILIZATION:</u>

1. Citywide Assessment Zones CW 1-11, Miscellaneous City Properties M1-16, and Landscape Maintenance Assessment District Zones of Benefit Z 1-11:

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

   a. 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.

b. For Landscape Maintenance Assessment District Zones of Benefit 12, 14, 16, 18, and 21, Groundcover and shrub fertilization shall be accomplished at the following intervals with the fertilizer formula described below:

Three (3) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and five (5) times annually apply 12-12-12 pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

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

E. MAINTENANCE OF SHRUB AND GROUND COVER AREAS:

1. Citywide Assessment Zones CW 1-11, Miscellaneous City Properties M1-16, and Landscape Maintenance Assessment District Zones of Benefit Z 1-11: The Contractor shall be responsible for trimming, weeding and the removal of leaves in the medians, slopes, planters and parkways every other week and daily removal of trash, leaf litter, branches, and other miscellaneous debris. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

Landscape Maintenance Assessment District Zones of Benefit 12, 14, 16, 18, and 21: The Contractor shall be responsible for trimming, weeding and the removal of leaves in the medians, slopes, planters and parkways every week and daily removal of trash, leaf litter, branches, and other miscellaneous debris. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

2. Shrub and Ground Cover: Citywide Assessment Zones CW 1-11, Miscellaneous City Properties M1-16, and Landscape Maintenance Assessment District Zones of Benefit Z 1-11: 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. Planters containing wood chips or bark mulch shall be confined within curbs and intended borders and replenished annually with wood chips or bark mulch supplied by the City. Contractor shall arrange to transport wood chips to work site.. Shrub and groundcover areas shall be kept free of trash, leaf litter, branches, and other miscellaneous debris. 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.

Landscape Maintenance Assessment District Zones of Benefit 12, 14, 16, 18, and 21: Ground cover areas shall be cultivated to a depth of (1") and raked twice each month. Ground cover shall be kept neat in appearance and confined within curbs and intended borders. Non-slope shrub planters and median islands shall be maintained and installed with bark mulch. Bark mulch shall be provided by the contractor and shall consist of 100% recycled material and shall be 99% contaminant free, including litter and weed and/or weed seed. Mulch shall have a uniform size range from 1" minus to 3". Mulch depth shall be maintained at minimum 2" depth and re-applied twice annually. Contractor shall submit mulch sample to the City Representative for approval prior to installation. Shrub and groundcover areas shall be kept free of trash, leaf litter, branches, and other miscellaneous debris. 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.

*Note: Ground cover areas of the Community Center and City Hall area shall be cultivated and raked weekly as per described method previously noted. Contractor shall maintain bark mulch depth at minimum of 2" depth and re-apply three times annually.

F. MAINTENANCE OF TREES AND SHRUBS:

1. Scope: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees within designated medians, parkways, planters and slopes as provided. Tree care is limited to the removal of sucker growth, spouts, and limbs that obstruct the right of way and/or present a potential hazard, originating from the tree trunk, from the ground to the first eight (8) feet.

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

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

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

develop.

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

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

e. Median trees shall have no branches lower than six (6) feet from top of curb, or as directed by the City Representative to provide proper line-of-sight for traffic movement.

f. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Trimming shall not be excessive and shall be limited to no more than 10% of the overall size of the plant material, unless otherwise directed by the City Representative. Pruning methods shall provide a natural shape.

g. Shrubs shall be maintained at a height no greater than 1½ feet from top of curb at designated areas to allow for traffic safety, per standard plans.

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

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

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

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

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

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

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

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

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

F. 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 anytime and for any reason without exception.

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

2. 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), rodenticide(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), rodenticide(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 well being of all surrounding habitat in the areas to be treated. Contractor further agrees to follow PCA Recommendation, and to advise the City of any known alternative methods for the control and eradication of rodents. The City reserves the right to reject the use of any rodenticide at any time.

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 thirty (30) days written notification by City.

G. 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

   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.

   The City shall reserve the right to reject the use of pesticide, herbicide,

rodenticide and insecticide at any time and for any reason of justification as determined by the City Representative.

H. 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 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.

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

1. Watering 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 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 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: Contractor shall prepare a weekly Irrigation Schedule and Maintenance Report (Exhibit F) and submit a copy to the City Representative monthly.

3. 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.

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L. SWALES, DRAINS, CATCH BASINS

1. Contractor shall maintain all swales and drains on a weekly basis to insure operable flow. Maintenance operations shall insure that swales and drains are maintained free of sand, mud, rocks, dirt, decomposed granite and other 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 sand, mud, rocks, dirt, decomposed granite and other miscellaneous 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.

4. Debris basins, retention basins and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash and tree branches. Contractor shall string trim or mow the bottom of all basins to a maximum height of 3", four (4) times annually. Contractor shall remove all trimmings. The Contractor shall provide a weed abatement schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

5. Contractor shall maintain all tree, shrub and groundcover areas, including accompanying irrigation systems, adjacent to all debris basins, retention basins and detention basins as described herein.

6. Contractor shall provide weed abatement services within the Peach Hill Wash area (Zone of Benefit 10). Contractor shall string trim or mow the natural areas north and south of the channel to a maximum height of 3", four (4) times annually. The Contractor shall provide a weed abatement schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

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N. 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. Branches, paper trash and miscellaneous debris shall be removed from along the Peach Hill Wash (Zone 10) walkway, slopes and basin, as well as submerged debris within Peach Hill Wash.

5. Litter shall be removed from all pedestrian, bike, and hiking trails and three (3) feet on either side of trails adjacent to developed areas and City streets daily, unless otherwise stated.

6. Litter shall be removed from developed irrigated slope areas and undeveloped areas adjacent to developed areas or roadways.

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

O. TRASH RECEPTACLES:

1. Trash receptacles on High Street, the Home Acres Buffer Zone (Zone 8), the Peach Hill Wash (Zone 10), the Metrolink Station and at City bus shelters (21) shall be emptied when they are 50 percent full, but no less than weekly. Trash can liners shall be provided by the contractor and shall be placed in appropriate trash bins. Liners shall be shall be black in color and 1.5 millimeter thickness or better to contain trash without tearing.

2. Trash containers and receptacles shall be cleaned as needed to avoid concentrations of insects

P. 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.

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S. HARDSCAPES:

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

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

3. Patios, sidewalks, walkways, and entry points at City Hall, Senior Center, and the Community Center shall be kept clear of all hazards.

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

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W. GRAFFITI:

1. On a daily basis, Contractor shall immediately report all graffiti upon detection to City Representative. The City Representative shall determine if graffiti requires photographing and/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. Exterior wall surfaces.
   d. Concrete walkways and parking lots.
   e. Door surfaces.
   f. Curb and gutter in parking lots.
   g. Fences and block walls.
   h. Trash enclosures.
   i. Trash receptacles.
   j. Stairs and hand rails.
   k. Concrete drainage swells, slough walls, culverts, drainage inlet or outlet devices.

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.

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Y. TRAILS AND STAGING AREAS:

1. Contractor shall fine grade, rake, remove all trail ruts and trash, remove all weeds and report all graffiti and potential trail hazards to the City Representative. Contractor shall provide trail maintenance services minimum once each month.

2. Contractor shall maintain all swales within trail systems. Maintenance shall include fine grading swales to insure positive drainage, the removal of dirt, decomposed granite, and other debris from swales and cobble drainage systems. All buildup of dirt, decomposed granite and other debris shall be removed from swales per direction of the City Representative.

3. Mutt-Mitt receptacles located at trails and staging areas 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.

4. Mutt-Mitt receptacles shall be cleaned as needed or as requested by the City Representative, but no less than monthly.

5. Prior to the winter season, the contractor shall install sand bags along trails as directed by the City representative. Sand and sand bags shall be provided by the City. Transportation to the job site shall be provided by the contractor. Sand bags shall be replaced when damaged and shall be removed and disposed at the end of the winter season. The City representative shall provide the contractor with a written installation and removal schedule.

6. After inclement weather, contractor shall inspect and repair all trails, remove trail ruts and clean adjacent hardscape surfaces.

Z. RUBEN CASTRO HUMAN SERVICES CENTER
The pedestrian gates must be opened at 7 a.m. Monday through Friday.

AA. SHADYRIDGE BUFFER ZONE:
The two pedestrian gates must be opened at 6 a.m. Monday through Friday and secured in the open position.

EXHIBIT C

AREAS TO BE MAINTAINED

(AREA DESCRIPTIONS AND MAPS)

LANDSCAPE MAINTENANCE DISTRICTS

CITYWIDE ASSESSMENT ZONE

DESCRIPTION	*SIZE	*MAP
Poindexter Avenue (CW1): Parkway (s): South side of Poindexter Avenue, east and west of Sierra Avenue. Sidewalk, vines and planters.	0.1 acres	CW1
Tierra Rejada Road Parkways (CW2): Parkway(s): East and west side of Tierra Rejada Road from Los Angeles Avenue southerly to Harvester Street. Tree wells, sidewalk, vines and planters.	0.3 acres	CW2
Tierra Rejada Road Median Islands (CW2a, 2b, 2c, 2d): Median Islands (s): Tierra Rejada Road between Los Angeles Avenue and the flood control channel bridge. Median Islands (s): Tierra Rejada Road between the flood control channel bridge and the Southern California Edison (SCE) easement. Median Island (s): Tierra Rejada Road between the SCE easement and Spring Road. Median Island (s): Tierra Rejada Road between Spring Road and the City limits, east of the Hwy 23 overpass.	1.3 acres	CW2a CW2b CW2c CW2d
Mountain Trail Street Median Islands (CW3a): Median Island (s): Mountain Trail Street between Tierra Rejada Road and Mountain Meadows Drive.	0.3 acres	CW3a
Fountain (CWF): Mountain Meadows Plaza at the corner of Tierra Rejada Road and Mountain Trail Street. Planters.	n/a	CWF
Spring Road Parkways – South of LA Avenue (CW4): Tree wells on the west side of Spring Road between Peach Hill Road and Christian Barrett Drive. Parkway(s): East side of Spring Road between Peach Hill Road and the flood control channel bridge. Sidewalk, vines and planters. Parkway(s): East side of Spring Road from Peach Hill Road southerly approximately 600'. Sidewalk, vines and planters. Marborough Corner: Southwest corner of Peach Hill Road and Spring Road. Sidewalk, vines and planters.	0.6 acres	CW4
Spring Road Median Islands – South of LA Avenue (CW4a, 4b): Median island (s): Spring Road between Los Angeles Avenue	2.0 acres	CW4a

and Peach Hill Road. Median island (s): Spring Road between Peach Hill Road and Tierra Rejada Road.		CW4b
High Street (CW5): High Street Pedestrian Park: South side of High Street between Bard Street and Walnut Street. Parkway (s): North and south side of High Street between Moorpark Avenue and Spring Road. Sidewalk, planters and tree wells.	1.0 acre	CW5
Los Angeles Avenue at Millard Street (CW6): Parkway (s): North side of Los Angeles Avenue between Millard Street and Spring Road. Sidewalk, vines and planters.	0.2 acres	CW6
Princeton Avenue Parkways (CW7): Parkway (s): East side of Princeton Avenue from the 118 Freeway northerly to Campus Park Drive. Sidewalk and planters. Parkway (s): West side of Princeton Avenue from the 118 Freeway northerly to Amherst Street. Sidewalk and planters.	0.15 acres	CW7
Princeton Avenue Median Islands (CW7a, 7b): Median (s): Princeton Avenue between the southerly end of Condor Drive and the 118 Freeway overpass. Median (s): Princeton Avenue between the 118 Freeway overpass and Campus Park Drive.	0.15 acres	CW7a CW7b
Campus Park Drive Parkways (CW8): Parkway (s): Southwest side of Campus Park Drive from Cambridge Street easterly to the commercial center. Sidewalk and planters. Parkway (s): South side of Campus Park Drive from Princeton Avenue easterly to Penn Street.	0.2 acres	CW8
Campus Park Drive Median Islands (CW8a, 8b): Median (s): Campus Park Drive between Princeton Avenue and Penn Street. Median (s): Campus Park Drive between Penn Street to Collins Drive.	0.5 acres	CW8a CW8b
Campus Park Drive at Collins Drive (CW9): Parkway (s): North side of Campus Park Drive from Collins westerly to the Flood Control Channel. Sidewalk and planters. Parkway (s): West side of Collins from Benwood Drive southerly to Campus Park Drive. Sidewalk and planters.	0.3 acres	CW9
Los Angeles Avenue at Tierra Rejada (CW10): Parkway (s): South side of Los Angeles Avenue from Mira Sol Drive easterly approximately 600' east of Maureen Lane. Tree wells, sidewalk, vines and planters.	0.3 acres	CW10
Spring Road Parkways – North of LA Avenue (CW11):		

Parkway (s): West side of Spring Road, from the Railroad tracks southerly to Los Angeles Avenue. Tree wells, sidewalk, vines and planters. Parkway (s): East side of Spring Road between the Railroad tracks and Flinn Avenue. Tree wells, sidewalk.	0.6 acres	CW11
Spring Road Medians – North of LA Avenue (CW11a): Median (s): Spring road south between railroad tracks and Flinn Avenue.	0.1 acres	CW11a
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

LANDSCAPE MAINTENANCE DISTRICTS

ZONES OF BENEFIT

DESCRIPTION	*SIZE	*MAP
Zone 1 (Tract 2851): Parkway (s): East side of Pecan Avenue between Campus Park Drive and Bambi Court. Sidewalk and planters. Parkway (s): North side of Bambi Court between Pecan Avenue and Benwood Drive. Sidewalk and planters. Parkway (s): East side of Benwood Drive between Bambi Court and north Benwood Drive. Sidewalk and planters. Landscape Area: East side of Ventura County Flood Control District channel between the channel fence and adjacent property line fence.	1.4 acres	Z1
Zone 2 (Tract 2865): Parkway (s) & slope (s): West side of Spring Road, south of Monte Vista Park to approximately 75' south of Christian Barrett Road, including entry planters. Sidewalk, turf, vines and planters. Parkway (s) & slope (s): South side of Christian Barrett Road between Spring Road and Willow Creek Lane. Sidewalk, vines and planters. Parkway (s) & slope (s): North side of Tierra Rejada Road, from the southwest property line of the commercial center westerly to Peach Hill Road. Sidewalk, vines, tree wells and planters. Parkway (s) & slope (s): South side of Tierra Rejada Road from approximately 75' east of Keisha Drive westerly to Peach Hill Road. Sidewalk, vines, tree wells and planters. Parkway (s) & slope (s): East side of Peach Hill Road from Tierra Rejada Road southerly to Christian Barrett Road. Sidewalk and planters.	3.3 acres	Z2
Zone 3 (Tract 3032): Parkway (s): South side of Peppermill Street. Sidewalk and planters. Parkway (s): South side of Los Angeles Avenue from the east property line west of Buttercreek Road easterly to Mira Sol Drive. Tree wells, sidewalk, vines and planters.	0.1 acres	Z3
Zone 4 (Tract 3274): Parkway (s): North side of Williams Ranch Road between Granidilla and the SCE easement. Turf, planters and sidewalk. Parkway (s): South side of Williams Ranch Road from the SCE	0.5 acres	Z4

Easement westerly to the west end of Williams Ranch Road. Turf, planters and sidewalk. Parkway (s): SCE barrier landscape area. Planters		
Zone 5 (Tract 3019 & Tract 3025): Parkway (s) & slope (s): West side of Peach Hill Road between Williams Ranch Road and Tierra Rejada Road. Sidewalk, turf and planters. Parkway (s) & slope (s): North and South side of Tierra Rejada Road between Peach Hill Road and the SCE easement, including the entry statements at Pheasant Run Street. Sidewalk and planters.	4.5 acres	Z5
Zone 6 (Tract3306): Parkway (s): West end of Inglewood Street	1,500 s.f.	Z6
Zone 7 (Moorpark Square Industrial): Parkway (s): North side of Los Angeles Avenue from Gabbert Road easterly to the property line east of Shasta Avenue. Turf, sidewalk and planters.	0.8 acres	Z7
Zone 8 (Home Acres Buffer Zone): The fenced landscaped area at the west end of Shadyridge Drive Turf, sidewalk and planters.	1.4 acres	Z8
Zone 9 (Moorpark Business Center): Parkway and planter at the southwest corner of Condor Drive and Princeton Avenue.	0.4 acres	Z9
Zone 10 (Mountain Meadows): The landscape area adjacent to both sides of the Peach Hill Wash channel, which extends easterly from Country Trail Park, to the shopping center property line. Planters. Natural areas. The narrow landscaped strip located north of Arroyo West School. Sidewalk and planters. The Peach Hill Wash slope and landscape areas located east of Country Hill Road on the north side of the channel, including the slope and landscape areas behind the adjacent shopping center at Tierra Rejada Road and Mountain Trail. Sidewalk, natural areas, turf and planters. The slope area located south of the VCFCD channel, west of Mountain Trail Street, behind the houses fronting Shadyridge Drive, including the north slope area adjacent to Mountain Trail Street. Planters and natural areas. Parkway (s) and slope (s): North and south side of Tierra Rejada Road between the flood control channel bridge and Countrywood Drive, including the entry statements at Countrywood Drive. Sidwalk, turf and planters. Parkway (s) and slope (s): Southwest side of Tierra Rejada Road between Countrywood Drive and the Vons Shopping	17 acres	Z10

Center. Sidewalk and planters Parkway (s) and slope (s): North side of Tierra Rejada Road between Mountain Trail Street and the SCE easement. Parkway (s) and slope (s): South side of Tierra Rejada Road between Mountain Meadow Drive and the SCE easement.		
Zone 11 (Tract 4173): Landscaped parkway at the northeast and southeast corners of Pecan Avenue and Alyssas Court. Turf and sidewalk.	0.1 acres	Z11
Zone 12 Parkways (Carlsberg Ranch): Parkway (s): East side of Miller Parkway from Patriot Drive southerly to Tierra Rejada Road. Sidewalk and planters. Parkway (s): West side of Miller Parkway from Patriot Drive southerly to Tierra Rejada Road. Sidewalk and planters. Hillside (s): West side of Miller Parkway across from Olive Street. East side of Miller Parkway from Stagecoach to Miller Park. East side of Miller Parkway from Shawnee north to the flow basin. East side of Miller Parkway from Patriot Drive north to mid-point between Southfork and Stagecoach (approx. 15' width entire length). Natural areas. Parkway (s): North side of Tierra Rejada Road from Spring Road to the south bound Hwy 23 off-ramp. Sidewalk and planters. Hillside (s): North side of Tierra Rejada Road between the 118 Freeway southbound off-ramp easterly to a location approximately 300' east of Miller Parkway. Natural areas. Planter (s): North side of Tierra Rejada Road between Miller Parkway and Spring Road, including the area between the back of sidewalk to v-ditch. Sidewalk, planters and natural area. Parkway (s) and slope (s): East side of Spring Road from Tierra Rejada road northerly to a point approximately 600' south of Peach Hill Road. Slope landscape area from Tierra Rejada Road northerly approximately 1,000'. Sidewalk, turf, planters and natural areas.	9.2 acres	Z12
Zone 12 Median Islands (Carlsberg Ranch): Median islands (s): Miller Parkway between Los Angeles Avenue and Peach Hill Road. Median islands (s): Miller Parkway between Peach Hill Road and Tierra Rejada Road	3.0 acres	Z12a Z12b
Zone 14 (TR 5201): Parkway (s): North side of Peach Hill Road from Rolling Knoll Drive easterly to property line. Sidewalk and planters. Parkway (s): East and west side of Rolling Knoll Drive from Peach Hill Road northerly to property line. Sidewalk and	0.3 acres	Z14

planters.		
Zone 16 (TR 5161 Cabrillo): Parkway (s): West side of Gisler Road from Poindexter Avenue southerly to Olympus Street. Sidewalk, vines and planters. Parkway (s): West side of Fuji Street and West side of Reyes Street at property line. Sidewalk, vines and planters. Parkway (s): South side of Poindexter Avenue between Gisler Road and westerly property line. Sidewalk, tree wells, vines and turf.	0.4 acres	Z16
Zone 18 (Tr 5307 Colmer): Parkway (s): North side of Los Angeles Avenue between Flory Street and Millard Street. Sidewalk, turf, vines and planters. Parkway (s) & basin (s): East side of Flory Street from Los Angeles Avenue to northerly property line. Sidewalk, vines and planters.	0.5 acres	Z18
Zone 21 (Tract 5133 Shea Homes): Parkway (s): South side of Los Angeles Avenue between east property line and west property line. Turf, planters, vines and sidewalk.	0.2 acres	Z21
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

LANDSCAPE MAINTENANCE DISTRICTS

MISCELLANEOUS PROPERTIES

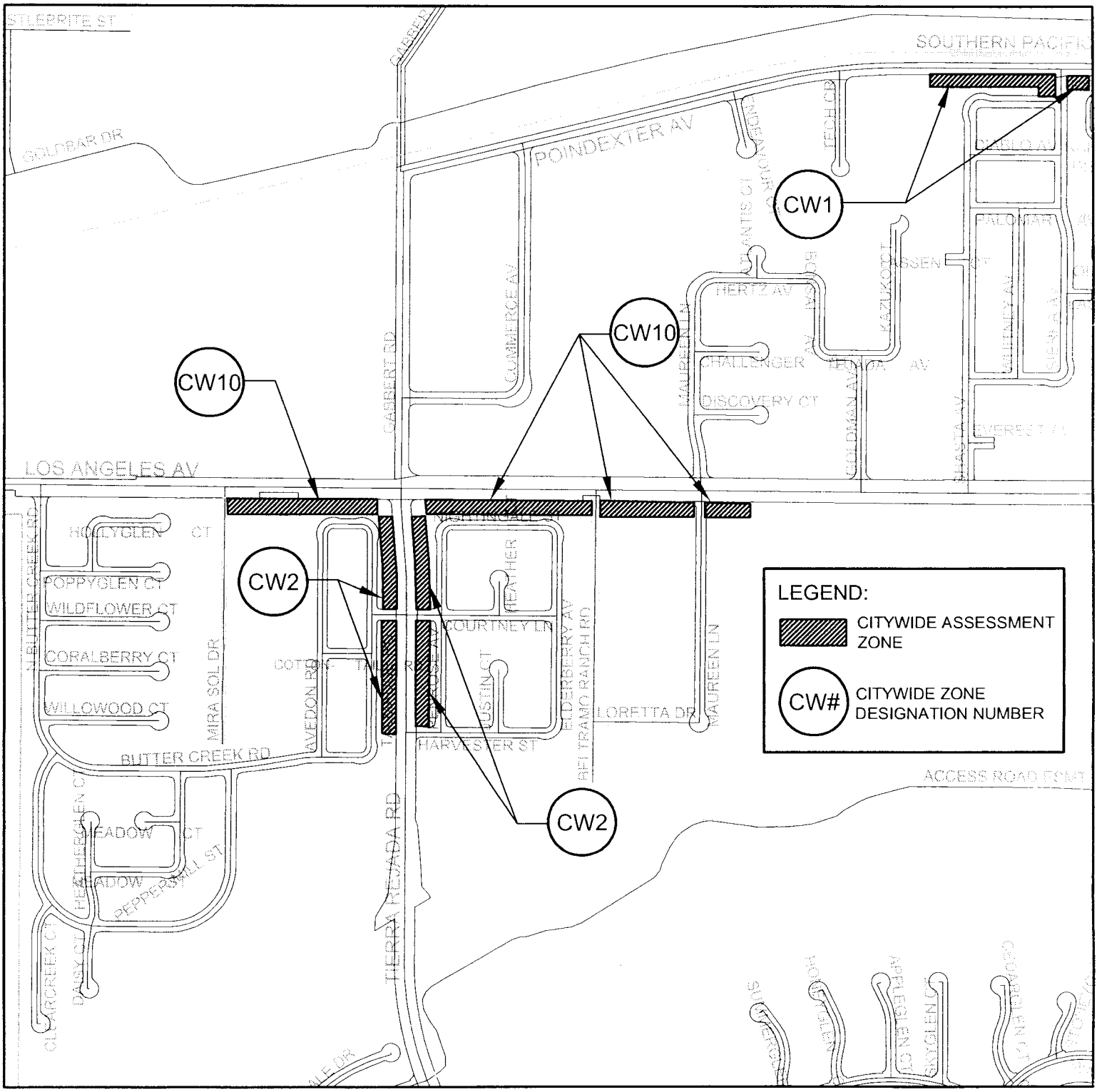
DESCRIPTION	*SIZE	*MAP
310 High Street — Metrolink Station: North parking lot, south parking lot, Metrolink Station and walkways, pedestrian access park south of the railroad tracks between Moorpark Avenue and the Metrolink parking lot, all landscape planters, access drive and the High Street landscape frontage.	6.4 Acres	M1
661 Moorpark Avenue: City-owned vacant property. Landscape areas and parkway east of the property fence and between the north and south property line.	Vacant Property	M2
18 High Street: SA owned office property. Landscape frontage on High Street and Moorpark Avenue, south property line fence, parking lot and planters.	Office Building	M3
798 Moorpark Avenue: SHA owned office property. Landscape frontage on Everett Street and Moorpark Avenue, parking lot and planters.	Office Building	M4
782 Moorpark Avenue: SHA owned office property. Landscape frontage on Moorpark Avenue.	Office Building	M5
33 High Street: SA owned office property. Landscape frontage on High Street, parking lot and planters.	Office Building	M6
250 Los Angeles Ave: SHA owned Residence. Landscape areas and driveway.	Residential Property	M7
627 Fitch Avenue - Moorpark Public Services Facility (MPSF): Landscape areas and parking lot.	Office Building	M8
699 Moorpark Ave - Moorpark Library: Landscape areas and parking lot.	Library facility	M9
799 Moorpark Avenue — Moorpark Civic Center: All landscaped areas at the Civic Center Complex (City Hall, Office (s), Annex (s), Community Center, Parking Lots) — Does not include the Community Center Park.	Office Buildings 3.5 acres	M10

Public Parking Lot: Parking lot and landscape areas on the south/west corner of High Street and Moorpark Avenue.	0.1 acres	M11
1449 Walnut Canyon Road: City-owned residence	Residential Property	M12
610 Spring Road – Police Services Center Landscape areas and parking lot	Office Building	M13
612 Spring Road – Ruben Castro Human Services Center Landscape areas and parking lot	Office Building	M14
Bus Shelters: Empty trash receptacles at 21 bus stops once a week.	Bus Shelters	See Map
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

EXHIBIT C - MAPS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 1, 2 & 10)



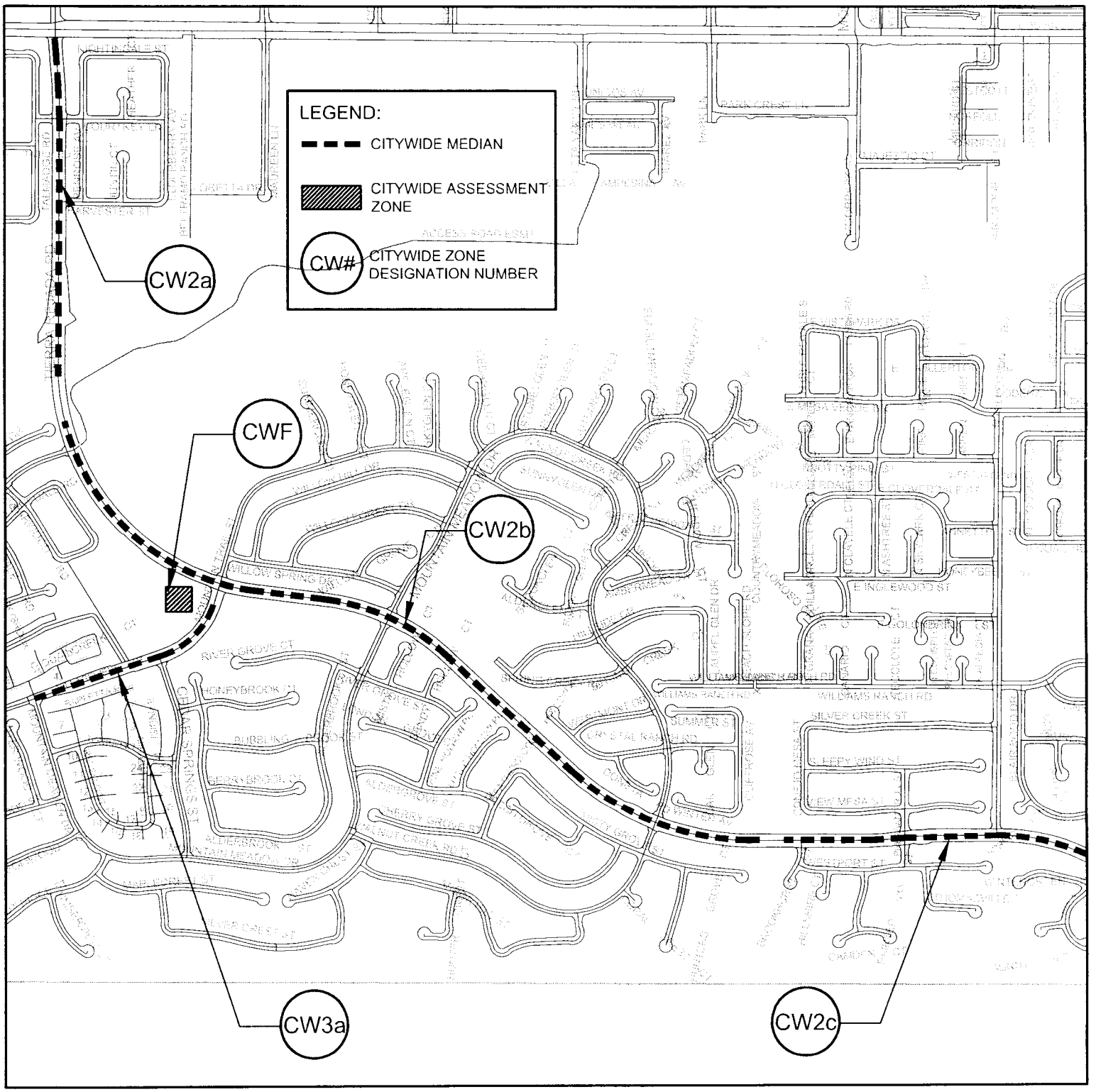
City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

SCALE N.T.S.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 2a, 2b, 2c, 3a, & F)



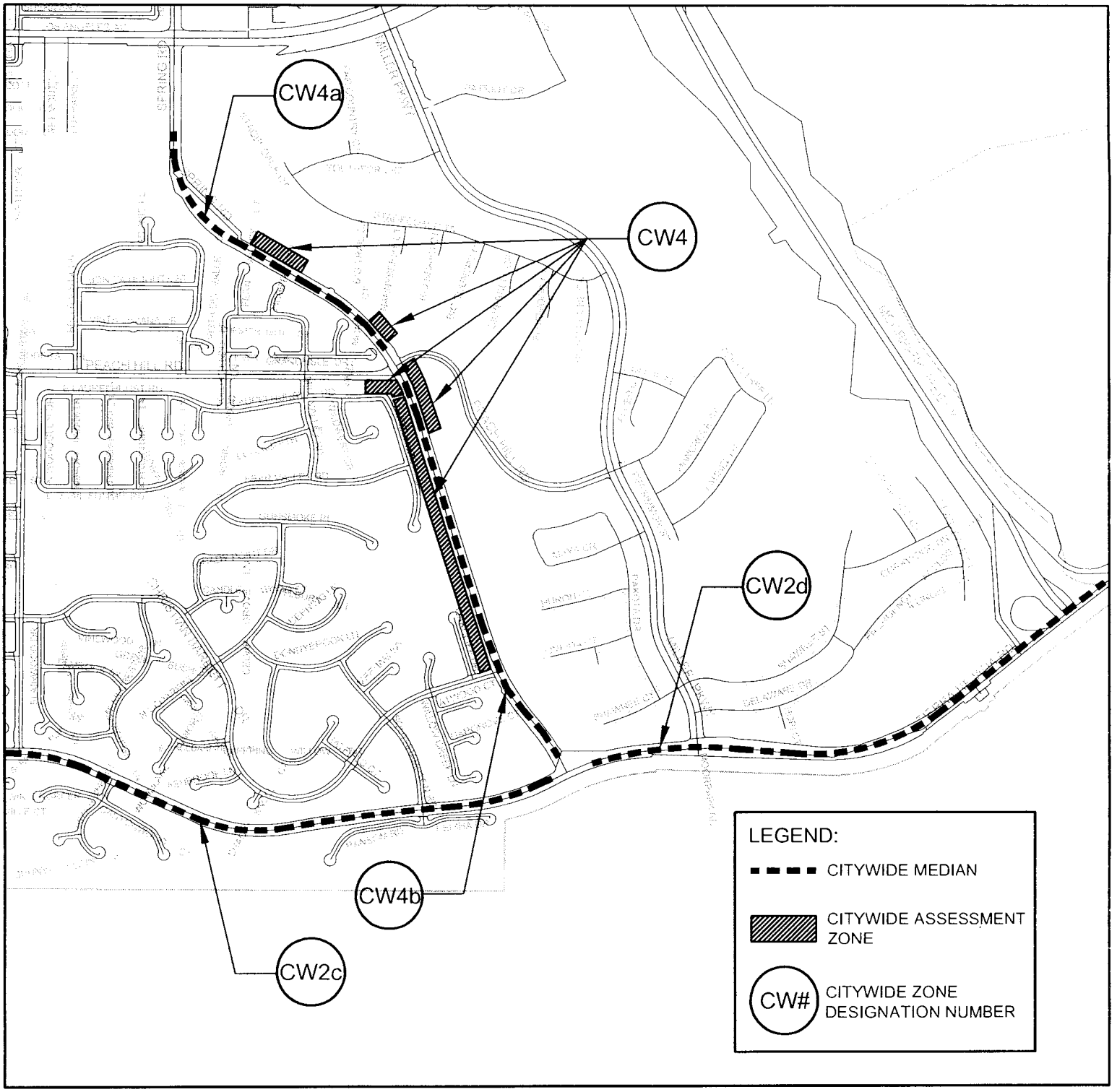
City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

SCALE N.T.S.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 2c, 2d & 4, 4a, 4b)



City of Moopark
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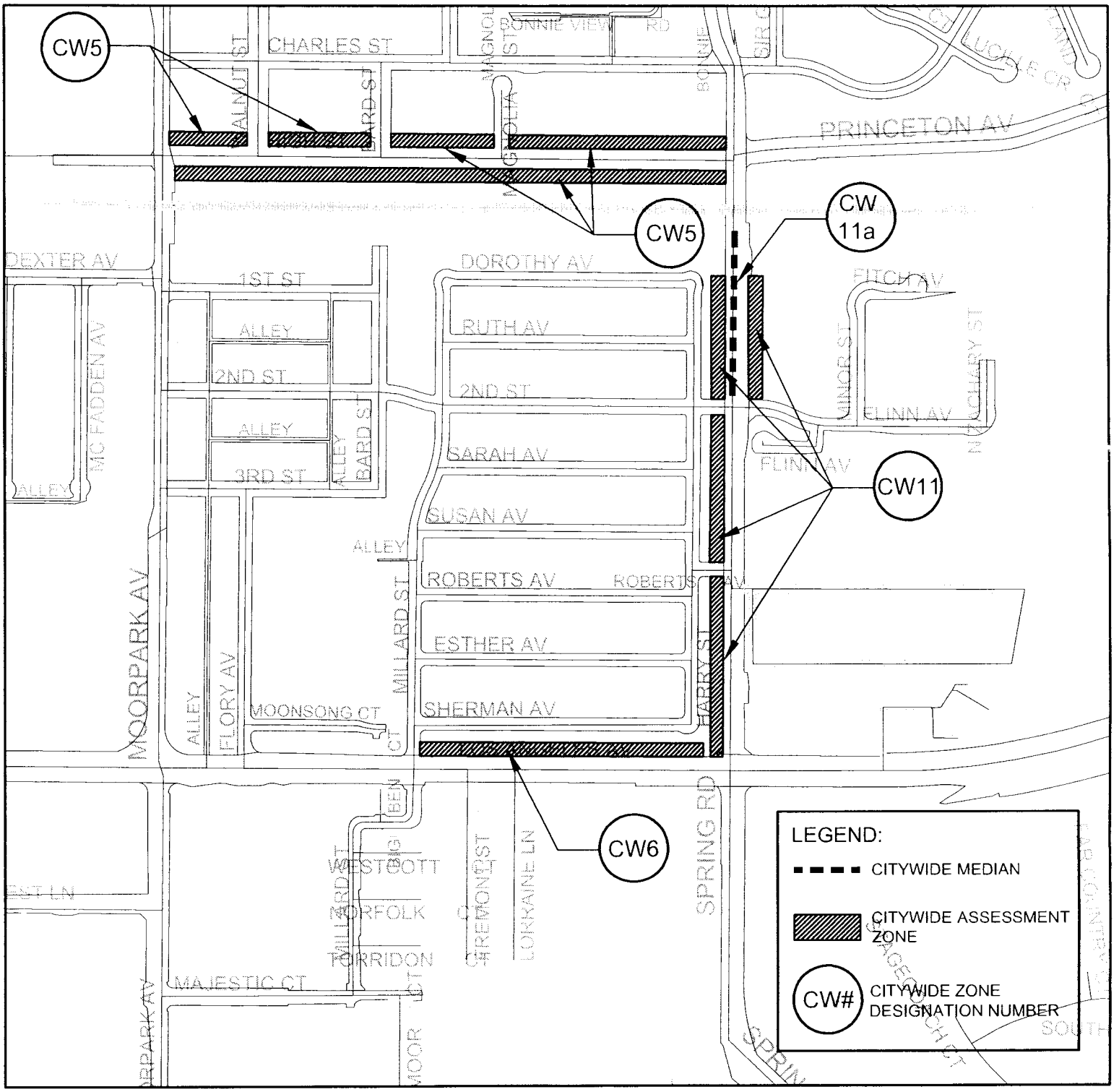
MOORPARK CA, 93021

NORTH

SCALE N.T.S.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 5, 6, 11, 11a)



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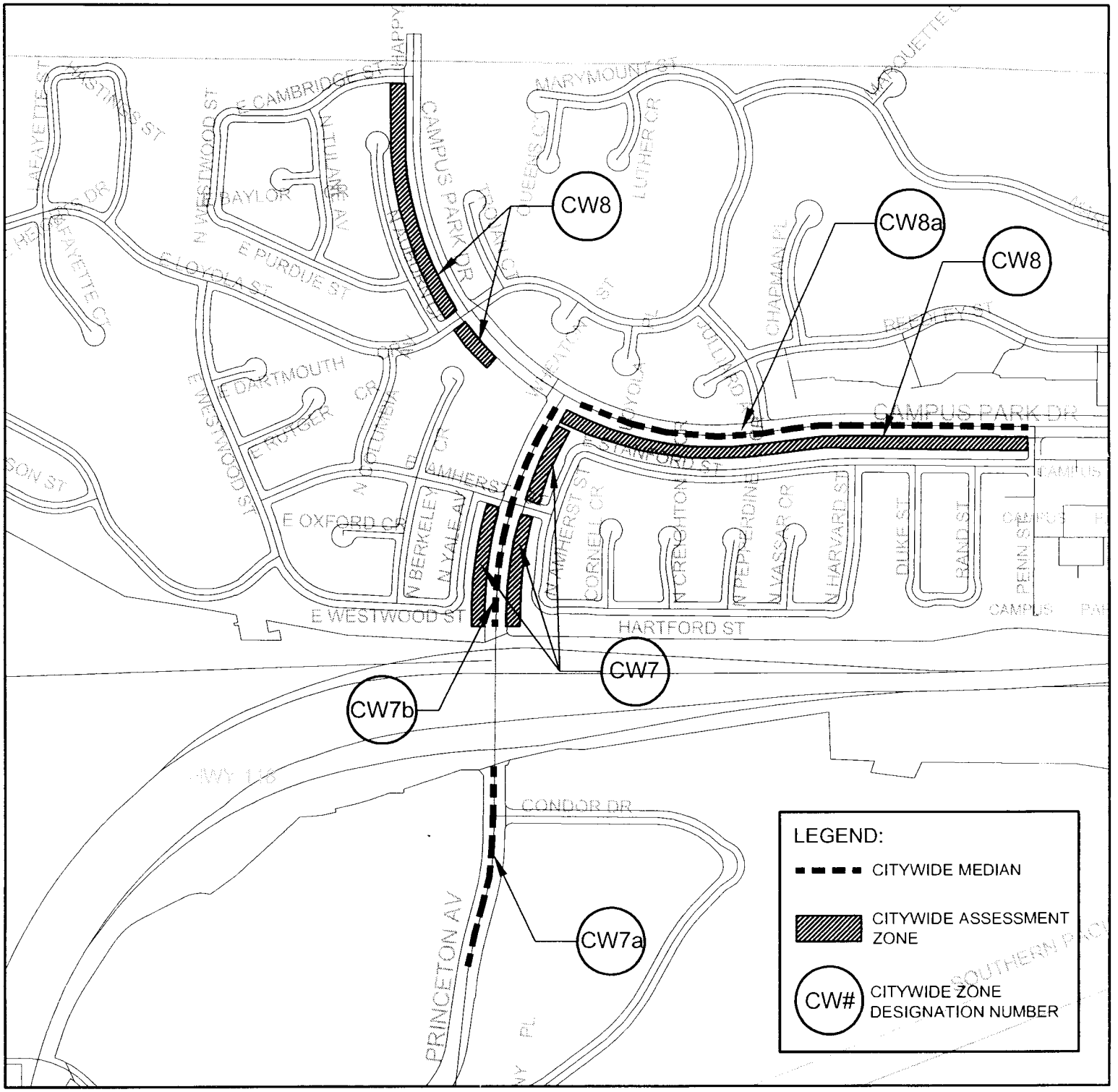
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 7, 7a, 7b, 8, 8a)



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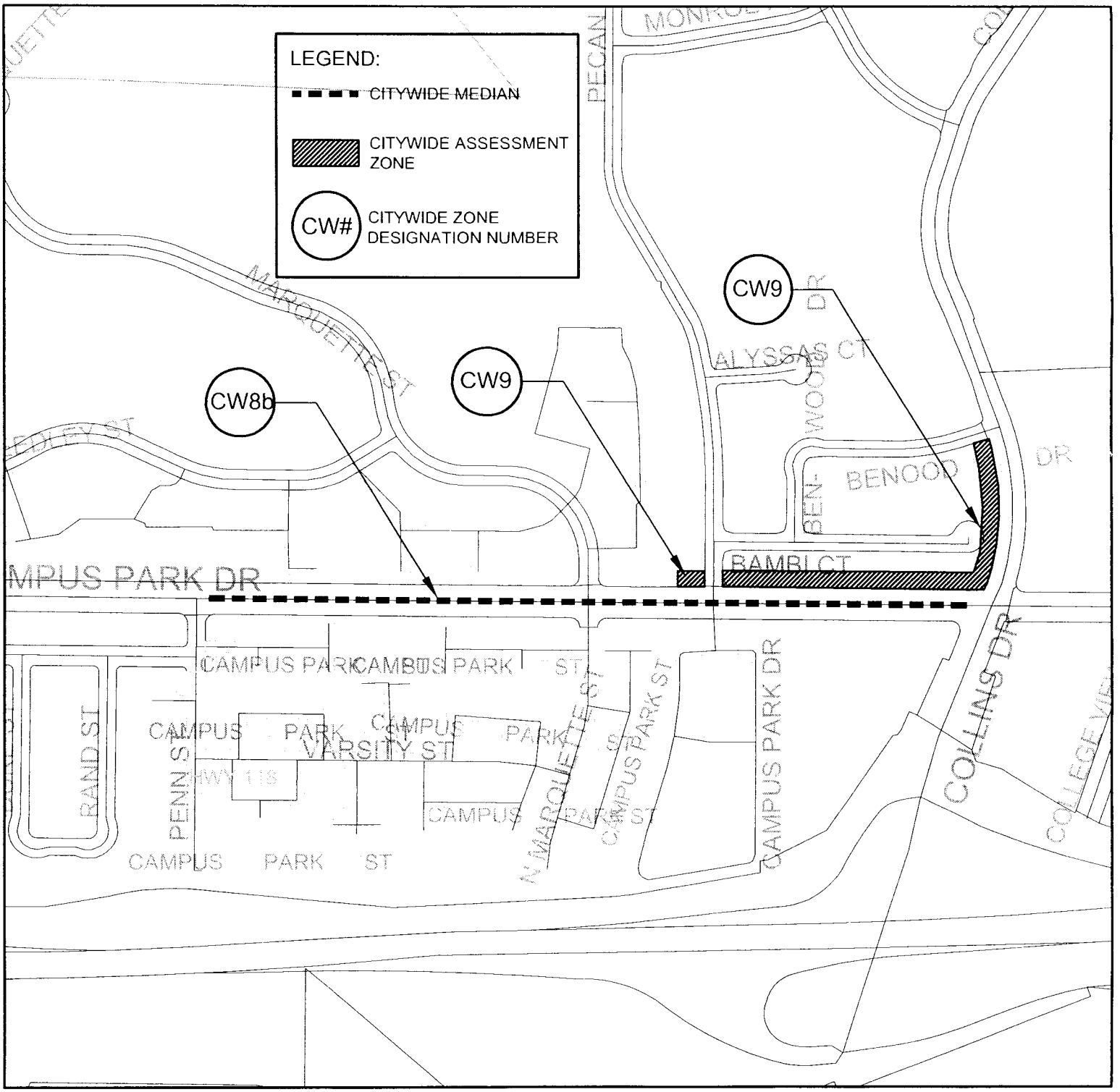
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

CITYWIDE ASSESSMENT ZONE (CW 8b, 9)



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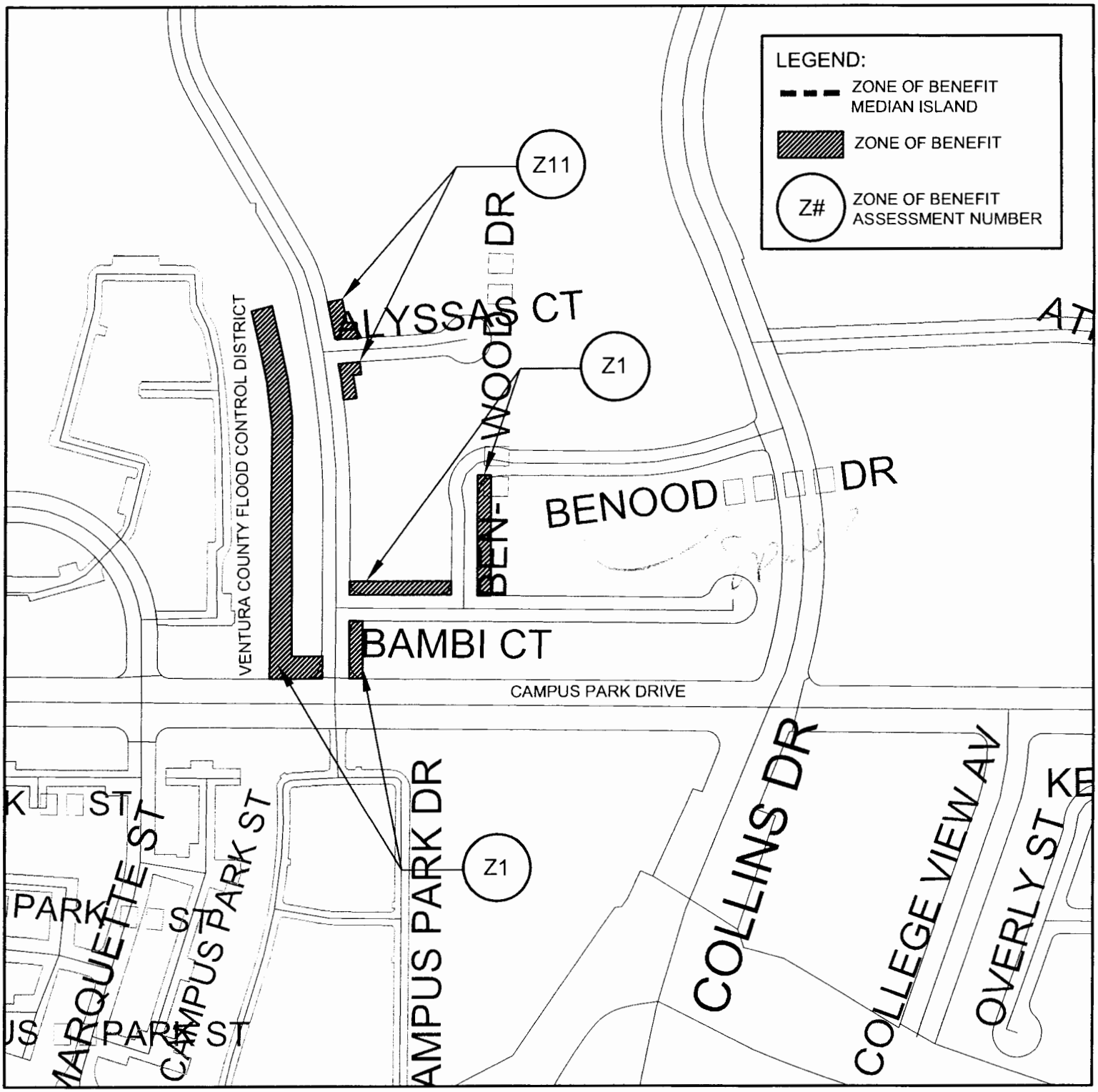
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 1 & 11)



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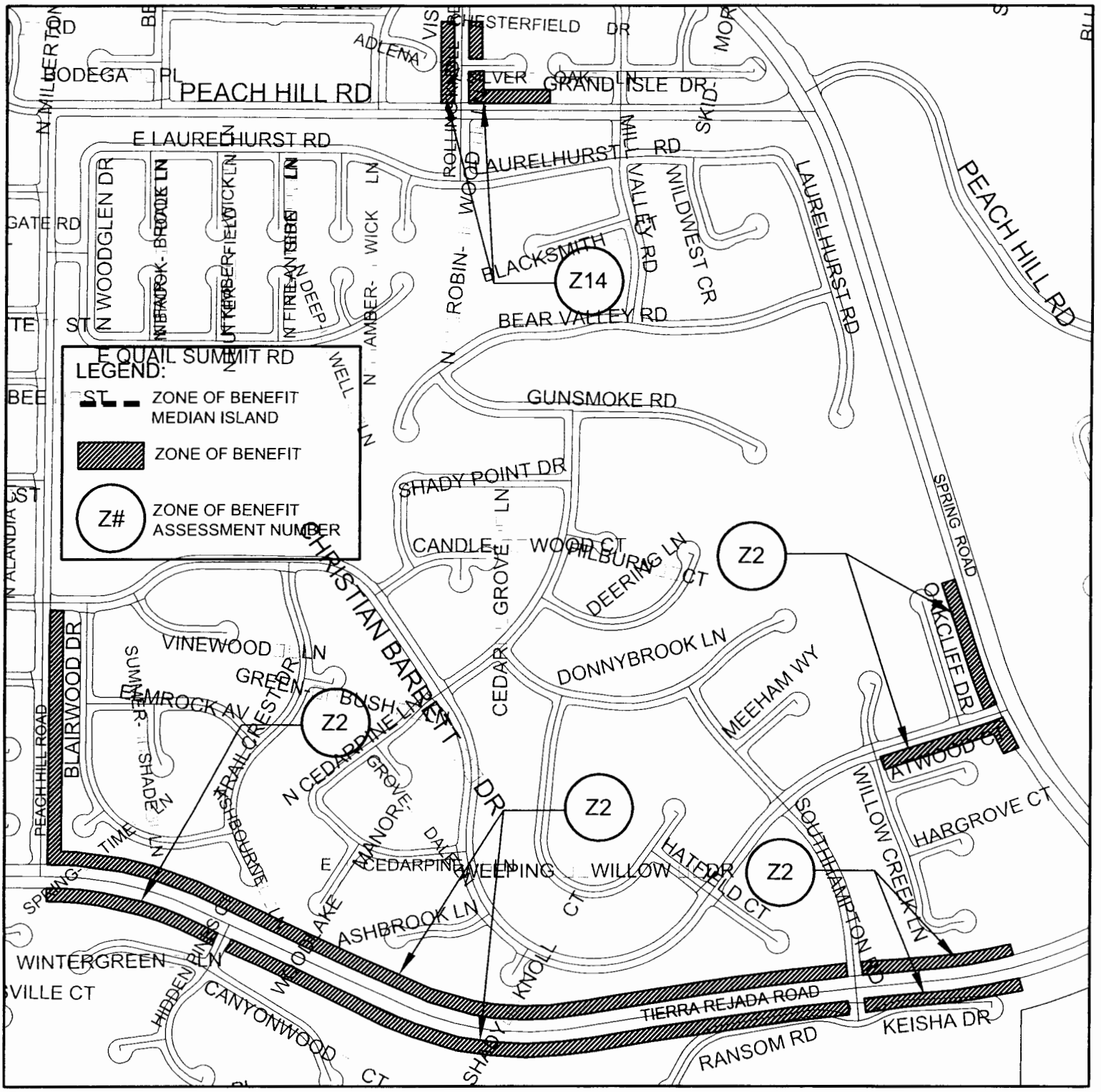
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 2 & 14)



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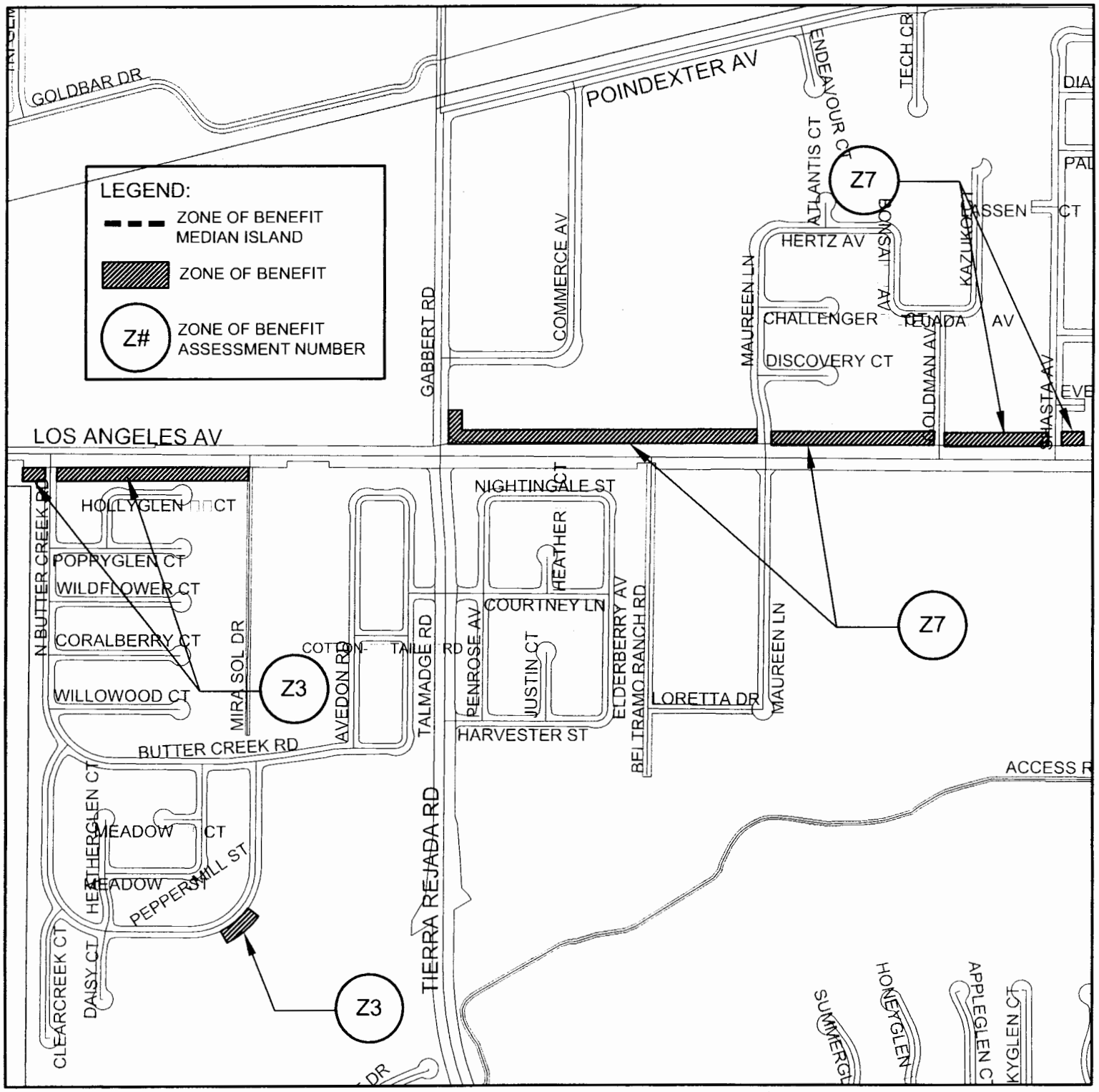
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 3 & 7)



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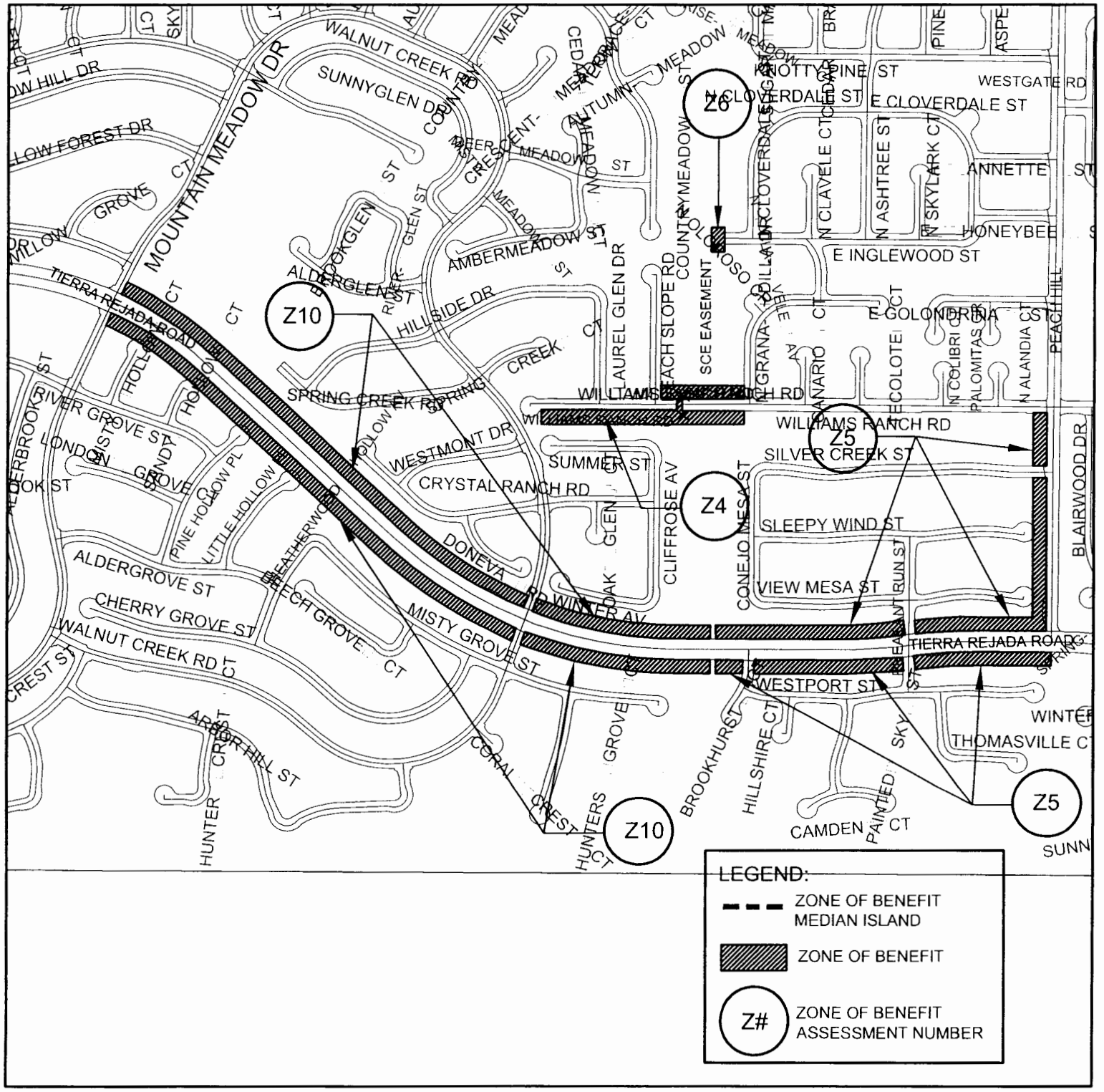
City of Moopark

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONES 4, 5, 6 & 10)



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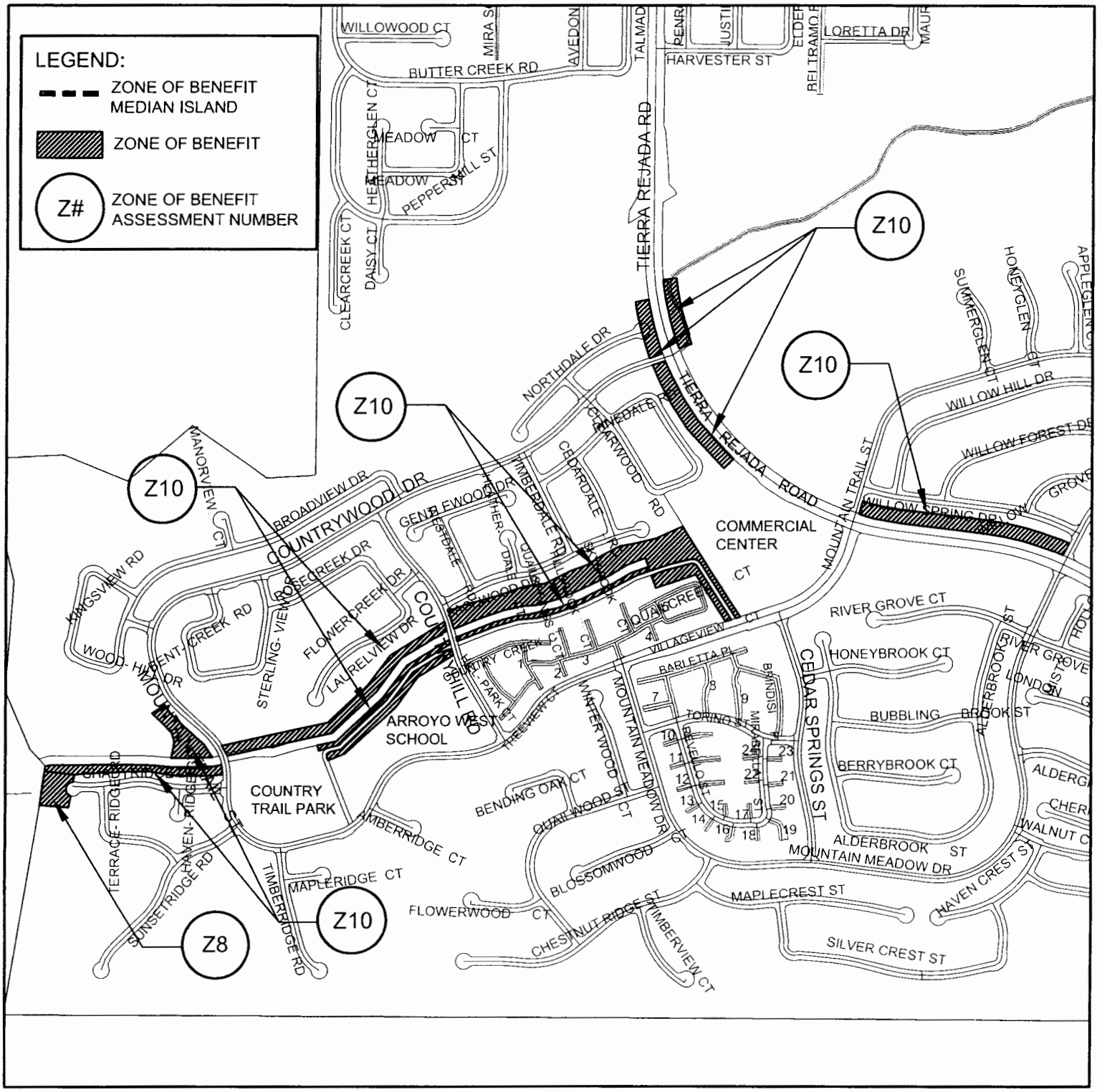
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 8 & 10)



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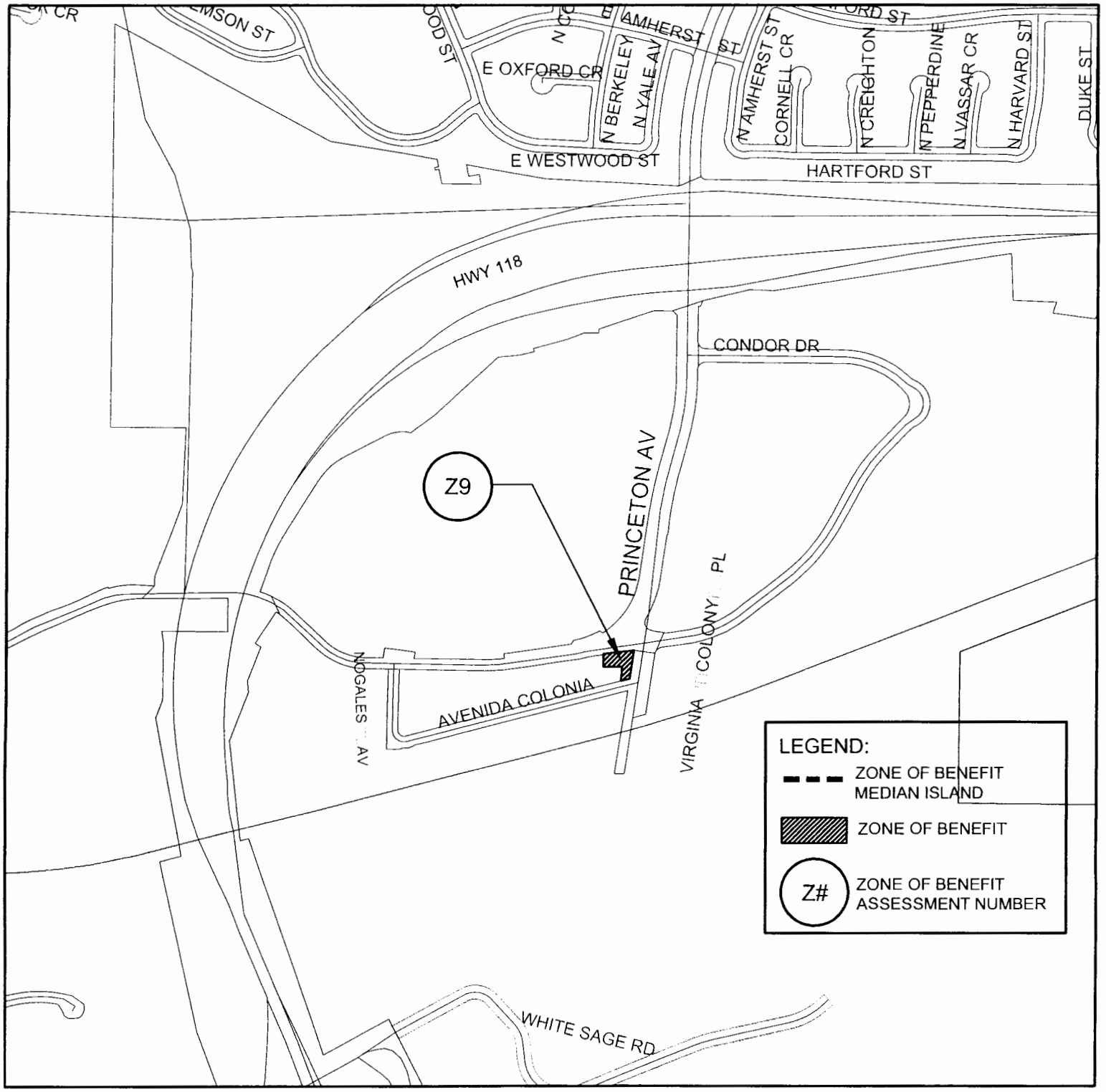
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 9)



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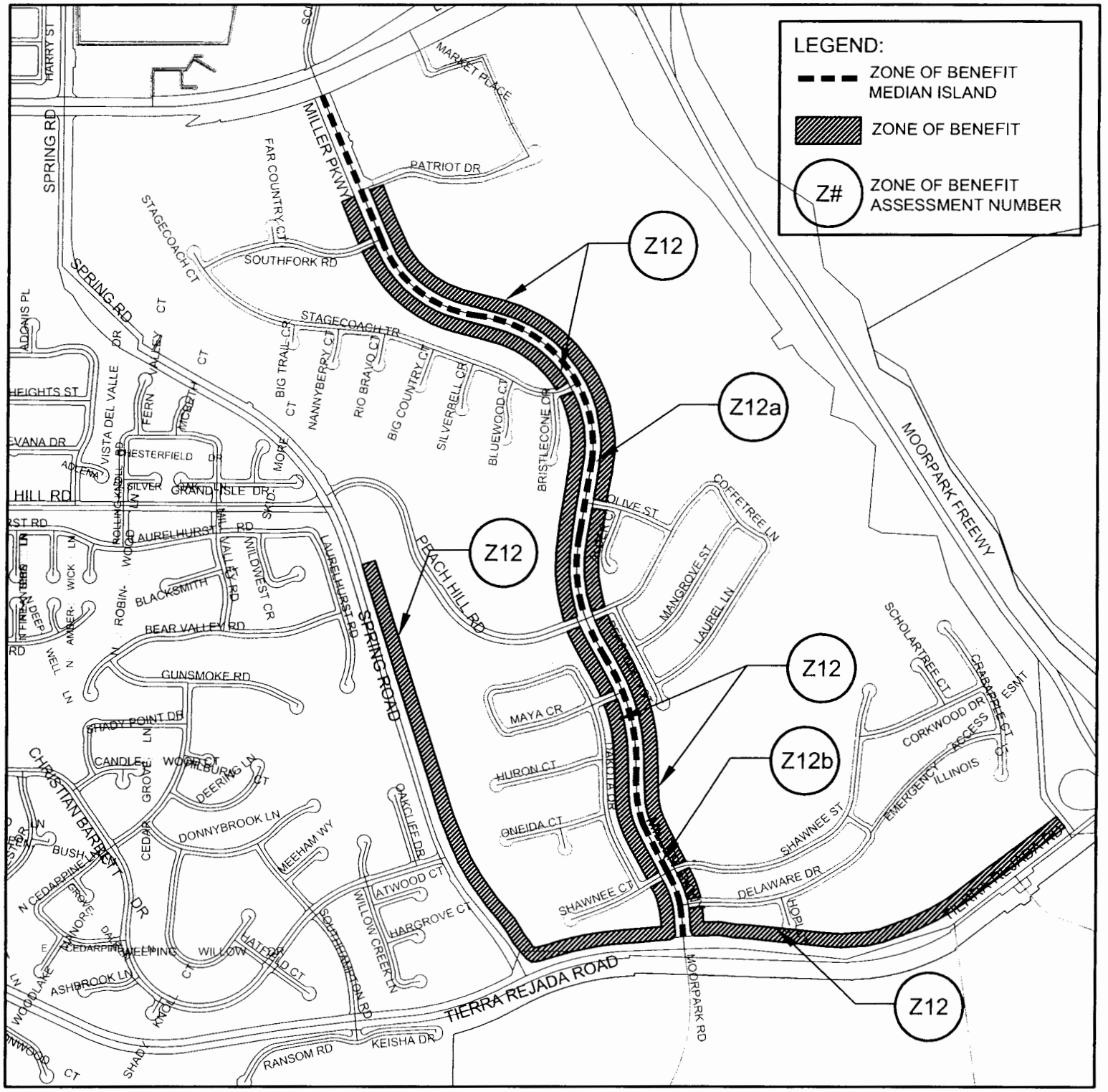
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 12)



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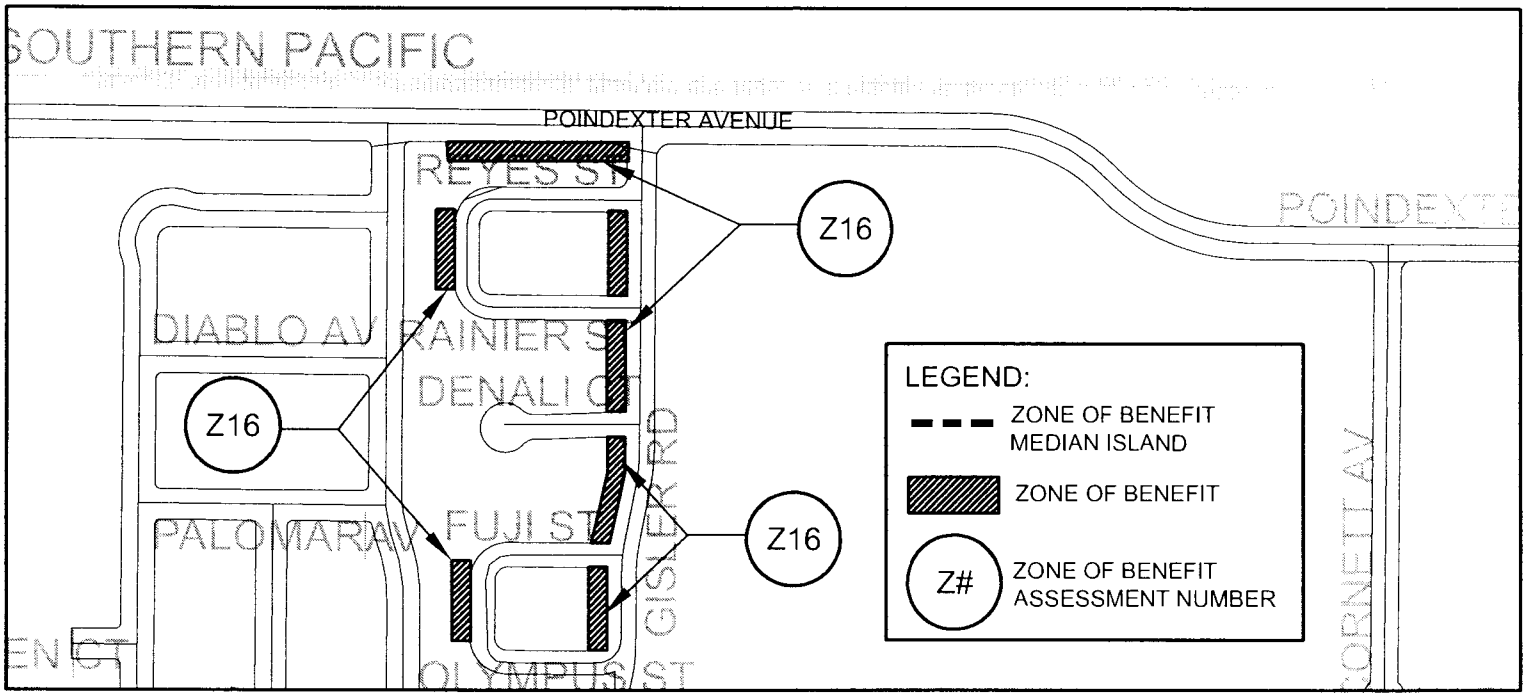
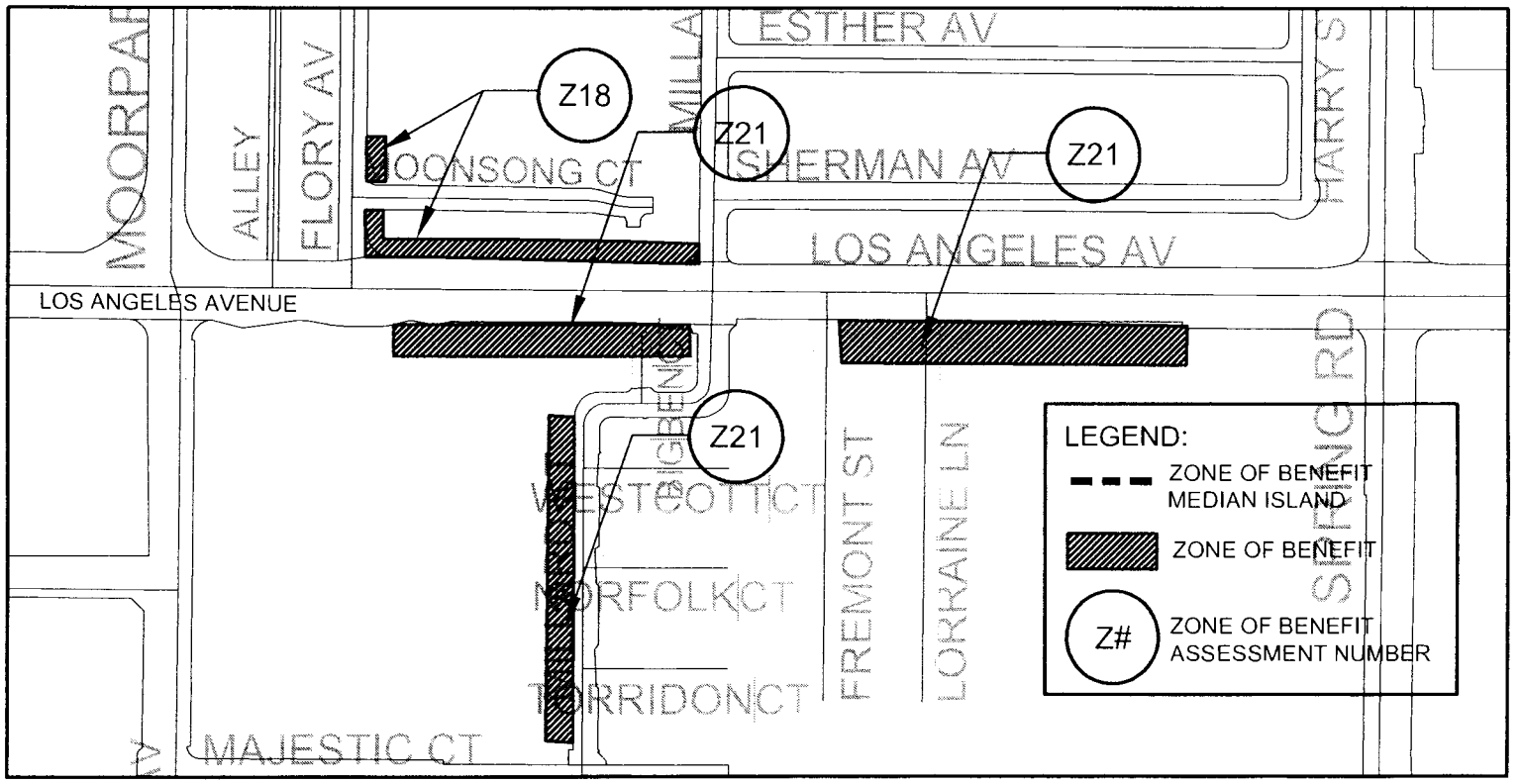
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 16, 18 & 21)





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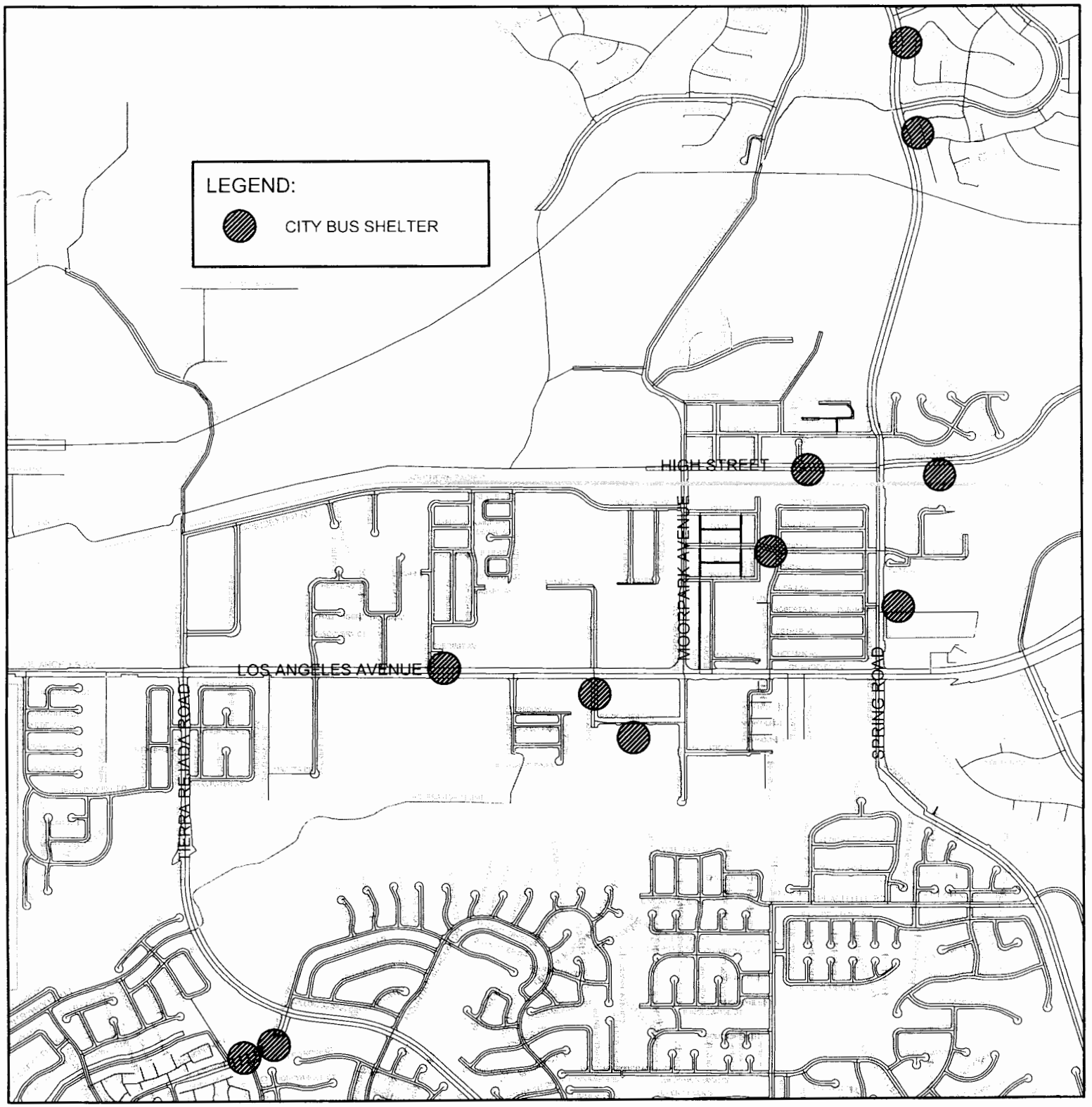
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

CITY BUS SHELTERS



City of Moopark
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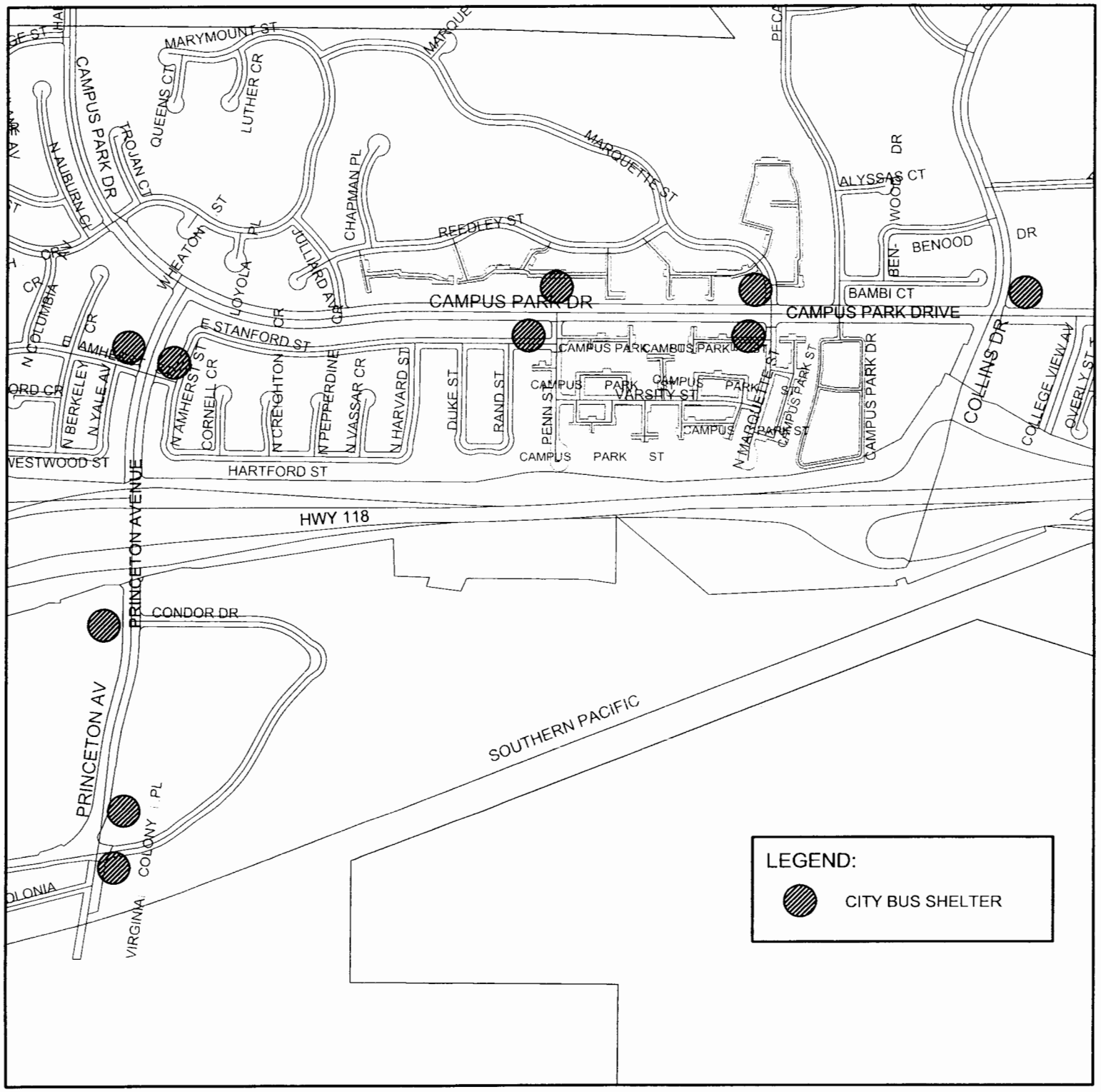
SCALE N.T.S.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

CITY BUS SHELTERS



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NORTH NORTH

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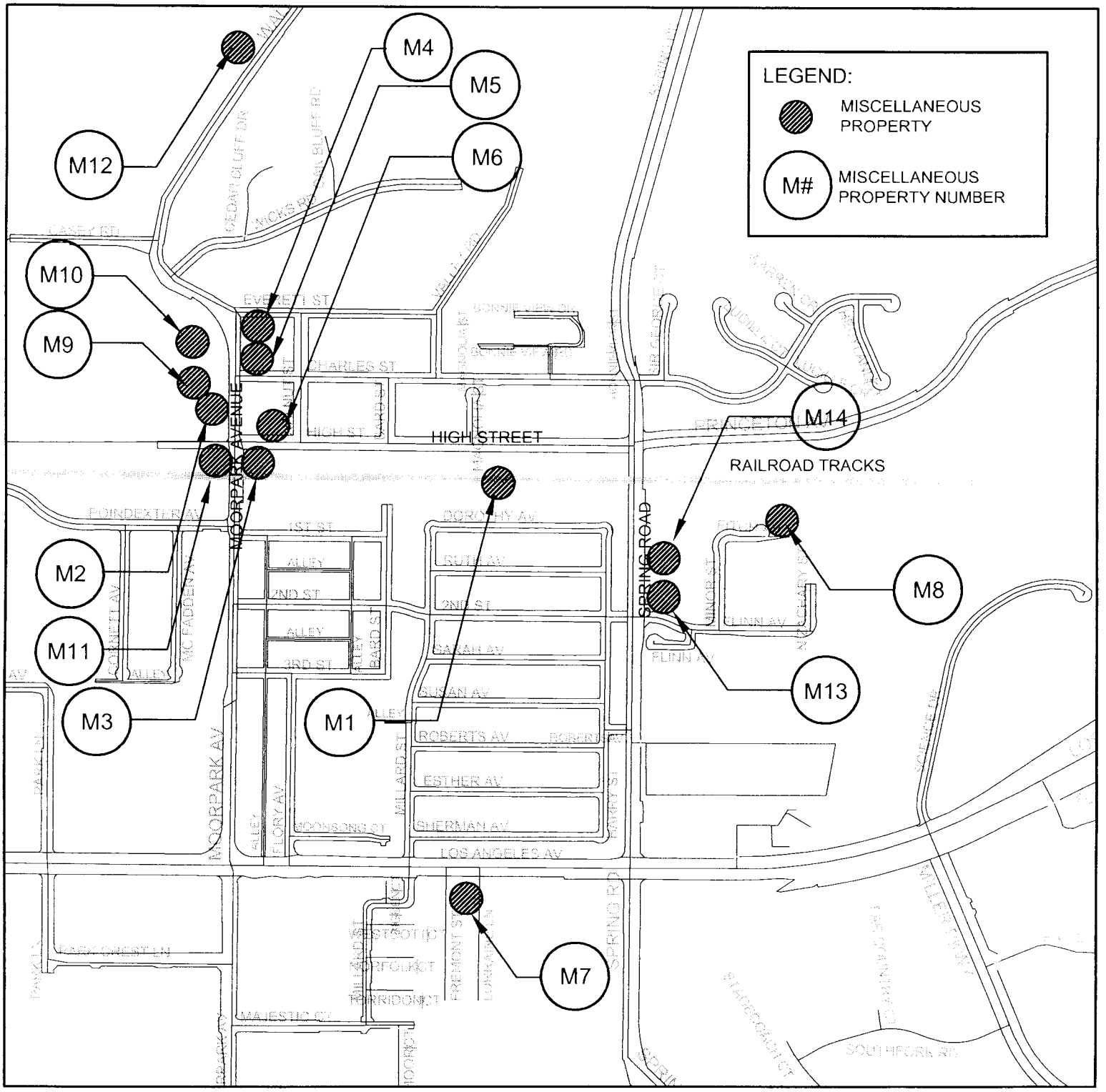
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

MISCELLANEOUS PROPERTIES



City of Moopark
799 MOORPARK AVE
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NORTH

SCALE N.T.S.

EXHIBIT D – Contractor Weekly Inspection Report Form

CITY OF MOORPARK
CONTRACTOR WEEKLY INSPECTION REPORT

Contractor:_____ **Month** _____

Park Name:_____

Inspector:_____ ***Retain document for 3 years after inspection.***

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

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

2	All restroom fixtures and hand dryers working										
3	Restroom supplies restocked										
4	Drinking fountains disinfected daily										
O. Trash and Recycling Receptacles											
1	Emptied 50% full or weekly										
2	Cleaned										
P. Trails											
1	Trail ruts filled in, hazards removed and trash and debris removed										
2	Weeds removed from trail										

Letter and Number	Description of Deficiency Recorded	Date Identified	Date Corrected

Notes:

_____
_____
_____
_____
_____
_____
_____

Inspector (signature):_____

Inspector (printed name):_____

Affix additional sheets as required.
Retain document for three (3) years after inspection.

EXHIBIT E – Contractor Weekly Irrigation Report Form

CITY OF MOORPARK
CONTRACTOR'S WEEKLY IRRIGATION INSPECTION REPORT

Contractor:_____ **Date:** _____

Park Name:_____ **Controller:** _____

Inspector:_____

IRRIGATION INSPECTION

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

PLANT MATERIAL INSPECTION

Good																				
Fair																				
Turf too wet																				
Stressed Turf																				

IRRIGATION INSPECTION

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

PLANT MATERIAL INSPECTION

Good																				
Fair																				
Turf too wet																				
Stressed Turf																				

Irrigation Schedule:
Scheduled water days (circle): M T W TH F Sat Sun

Start Times: Program A 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program B 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program C 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program D 1st _____ 2nd _____ 3rd _____ 4th _____

Water Budget %: _____

Station Run Times: 1__, 2 __, 3 __,4__, 5 __, 6 __,7__, 8 __, 9 __,10__, 11 __, 12 __,13__, 14 __, 15 __,16__, 17 __, 18 __,19__, 20 __, 21 __,22__, 23 __, 24 __,25__, 26 __, 27 __,28__, 29 __, 30 __,31__, 32 __, 33 __,34__, 35 __, 36 __, 37 __,38__, 39 __, 40 __,

Station Number	**Description of Deficiency Recorded**	**Date Identified**	**Date Corrected**

Notes:

_____
_____
_____
_____
_____
_____
_____

Inspector (signature):_____

Inspector (printed name):_____

Affix additional sheets as required.

EXHIBIT F – Contractor's Intent to Spray Form

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

Contractor (Permittee):_____ **Date:** _____

Park Name: _____

Location: _____

Proposed date (s) of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target pest(s): _____

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

_____

Registration No.:_____ License No.: _____

Ingredient(s):_____
_

Antidote: _____
Active: _____
Inert: _____

Environmental:

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

Criteria/Reason/notifications:_____

North

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

South

Submitted By: _____

Date: _____

ATTACHMENT 2

CITY OF MOORPARK

LANDSCAPE MAINTENANCE DISTRICTS (LMD) – ZONES 15, 20, & 22

CONTRACT DOCUMENTS AND SPECIFICATIONS

for Landscape Maintenance Services

City of Moorpark
799 Moorpark Avenue
Moorpark, California

MAY 8, 2014

City of Moorpark
CONTACT: Allen Walter
Landscape/Parks Maintenance Superintendent
799 Moorpark Avenue
Moorpark, California 93021
(805) 517-6360

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NOTICE INVITING SEALED BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES
CITY OF MOORPARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 10:00 a.m. on the 10th day of June, 2014, at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

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

A mandatory pre-bid conference will be held at the Moorpark Public Services Facility, 627 Fitch Avenue, Moorpark, CA 93021, Tuesday, May 20, 2014, at 9:00 a.m. Only those bidders in attendance will be eligible to submit bid proposals. A City tour of all proposed areas will be made available to prospective bidders on Tuesday, May 20, 2014, between 10:00 a.m. and 3:00 p.m.

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

Prospective bidders may obtain copies of Contract Documents and Specifications for Landscape Maintenance Services on the City's website at www.moorparkca.gov/bids.aspx Documents are only available electronically via the City's website or from the bid depository's noted below.

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

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

License Law. Each bidder shall submit a photographic copy of its active contractor's license, and required pesticide license with the bid documents.

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

Pursuant to California Civil Code Section 3248, the successful bidder shall furnish to the City at the time of execution of the contract a performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price.

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

This contract is subject to liquidated damages.

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

The Contract Documents and Specifications will be available for public inspection at the following locations: City of Moorpark, 799 Moorpark Avenue, Moorpark, California, 93021; F.W. Dodge, 1333 S. Mayflower Avenue, Ste 300, Monrovia, California, 91016; Santa Maria Valley Contractor's Association, 2003 N. Priesker Land, Suite A, Santa Maria, CA 93454; www.ebidboard.com.

Contact: Allen Walter, Parks/Landscape Maintenance Superintendent at (805) 517-6360.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS AND SUBMITTAL

The City is soliciting cost proposals for the maintenance of three (3) Landscape Maintenance District (LMD) areas known as Zones 15, 20, and 22.

Bids shall be submitted in writing on the forms provided by the City. Use of other forms may be cause for rejection of bids. All information requested therein must be clearly and legibly set forth in the manner and form indicated. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of, and justification for, the proposed deviations. Final determination of any proposed deviation will be made by the City in its sole discretion. The proposal forms which must be submitted by bidders include pages 10 through 21.

SCOPE OF WORK

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

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

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

PROPOSAL GUARANTEE

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

The proceeds of the Bond will become the property of the City if the bidder fails to or refuses to execute the contract within fourteen (14) calendar days after the City has notified the bidder of intent to award the bid or within fourteen (14) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. Additionally, the proceeds of the bidder's

bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds and/or evidence of insurance required in the contract construction documents within fourteen (14) days after the bid has been awarded. The bond shall be duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes thereof will be returned upon timely execution of the contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS, ZONES 15, 20, & 22 - Landscape Maintenance Proposal" -- DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger to City Clerk, Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA 93021. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark. Late proposals will not be considered.

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

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, incompleteness, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations, or erasures. Bids with supplemental information or from other than those proposed forms provided by the City will not be considered.

BID WITHDRAWAL

A bidder may withdraw his/her proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

BIDDER QUALIFICATIONS

All bidders must possess the following:

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

2) A Pesticide License issued by State of California Department of Pesticide Regulation Enforcement Branch for pesticide operations to be performed. Copies of said licenses required of bidder must be presented at the time of bid submission to be eligible for the award of contract, and must be maintained in good standing throughout the term of the contract. If contractor plans to utilize the services of a subcontractor to provide pesticide operations, said

subcontractor must be identified in bid proposal on the form provided. This shall include all subcontractors; PCA (Pest Control Advisor), and QAC (Qualified Applicator Certificate), or QAL (Qualified Applicator License). Failure to possess the specified license shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license and pesticide license with the bid documents.

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

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

COMPETENCY OF BIDDERS

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

Written addenda shall be the sole means for modifying the Contract Documents prior to the bid opening. The City shall not be bound by oral communications purportedly modifying or

interpreting the Contract Documents regardless of when or by whom such oral communications are made and bidder should not rely upon such oral communications in preparing their bid.

PREVAILING WAGES

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics _research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

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

CONCURRENT BIDS

Concurrently with this bid, the City has released another landscape maintenance bid which separates out the landscape maintenance zones not contemplated by this bid and miscellaneous City properties to be treated as a separate bid. Interested Contractors are welcome to bid on both landscape maintenance bids, however, if the Contractor should be selected as the lowest bidder for both bids, then **Contractor will be required provide separate supervisors, irrigation technicians, and work crews for each contract. The Contracts will be treated as if the bids were from wholly separate Contractors.**

AWARD OF CONTRACT

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

TIME FOR COMMENCEMENT AND COMPLETION

This is a twelve (12) month contract (September 1, 2014 through August 30, 2015), with an option for three (3) additional one-year terms, at the City's discretion. An Agreement in

substantially the same form as the Sample Agreement included in the Contract Documents, shall be signed by the successful bidder and returned to the City Clerk's Office, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark, CA, together with the insurance certificates and endorsements and contract bonds within fourteen (14) calendar days, after contractor has been notified by City of the Notice of Award of Contract, via email or by regular mail. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 20 33 10 01, or equivalent as approved by the City.. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.

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

FAILURE TO ACCEPT CONTRACT

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

CONTRACT ASSIGNMENT

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

NON-DISCRIMINATION

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

NON-COLLUSION AFFIDAVIT

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

BID FORMS

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

PROPOSAL FORM
LANDSCAPE MAINTENANCE SERVICES

TO THE CITY OF MOORPARK, as City:

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days, after the City has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the City's option, be considered null and void.

Contractor's Name_____

Authorized Signature_____

Signer's Title_____

BID SCHEDULE – PART A

LANDSCAPE MAINTENANCE SERVICES

ZONES OF BENEFIT – 15, 20 & 22

	DESCRIPTION	Monthly Bid Amount	Annual Bid Amount
1	Zone 15 Streetscape and Trails (TR 4928 Moorpark Country Club Estates): South side of Championship Drive between curb and south side of trail, from Walnut Canyon Road to Grimes Canyon Road	$	$
2	Zone 15 Median Islands and entry statements (TR 4928 Moorpark Country Club): North and south side of Championship Drive at Walnut Canyon Road and Grimes Canyon Road.	$	$
3	*Zone 20 Parkways and Slopes (Tract 5187 Resmark)	$	$
4	*Zone 20 Median Islands (Tract 5187 Resmark)	$	$
5	Zone 22 Parkways and Slopes (Tr 5045 Moorpark Highlands)	$	$
6	*Zone 22 Parkways, slopes, trails (PA-7): South side of Ridgecrest Avenue from Elk Run Loop easterly to the east property line of PA-7 (East of Hightop Street), and the east side of PA-7 from Ridgecrest to Mammoth Highlands Park. East side of Elk Run Loop from Ridgecrest Avenue southerly to the property line at Mammoth Highlands Park. Trails adjacent to the east perimeter of the PA-7.	$	$
7	Zone 22 Multi-use trails (Tr 5045 Moorpark Highlands): West side of Spring Road from Charles Street northerly to Walnut Canyon Road. East side of Spring Road from Ridgecrest Avenue northerly to Walnut Canyon Road. North side of Ridgecrest Avenue from Spring Road easterly to Hightop Street. Adjacent to the north, east and west perimeter of PA-8/9, including trees and irrigation system.	$	$
8	Zone 22 Median Islands (Tr 5045 Moorpark Highlands)	$	$
	Total Zones of Benefit Cost	**$**	**$**
	Irrigation Labor Cost (per Ex B, Section H, item 18)*	**$**	**$**
	Irrigation Maintenance Costs (per Ex B, Section H, item 1-17)*	**$**	**$**

*breakout from total cost

- Price must include labor, material, and equipment to perform work, in accordance with the contract documents, and specifications.
- Landscape maintenance services for areas designated with an asterisk (*) shall not begin without prior written City approval. The Contract bid amount for these areas shall be deducted from the total monthly compensation paid to Contractor until such time that these areas are incorporated into this contact agreement for landscape maintenance.

- The City reserves the right to discontinue landscape maintenance services at any of the locations listed, at any time. The Contractor's monthly bid amount shall remain in effect at all other areas until the Agreement with City and Contractor has been terminated.
- The City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.
- The Contractor shall be notified in writing as to the date to commence landscape maintenance services if it is different than September 1, 2014.

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amount shown on this Bid Schedule. I understand that the City reserves the right to remove the irrigation labor and associated maintenance costs from the monthly bid amount shown, at any time.

_____

Contractor's Authorized Signature

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name_____

Type of Firm: _____Individual; _____Partnership; _____Corporation

Business Address_____

_____

Telephone_____

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

_____

Original Date Issued_____ Expiration Date_____

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

1)_____ Expiration Date:_____

2)_____ Expiration Date:_____

3)_____ Expiration Date:_____

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this_____day of _____, 2013.

Bidder _____

_____

_____

Subscribed and sworn to this_____ day of _____, 2013.

NOTARY PUBLIC _____

CONTRACTOR'S REFERENCES

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

- Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than sixty-five (65) acres of landscape areas consisting of non-native plant material.
- Landscape maintenance services for a public agency with a population of no less than 15,000 during the time of the contract, and servicing no less than thirty (30) acres of landscape areas consisting of California native plant material.
- Maintenance services for a trail system, no less than five (5) miles in length, and consists of decomposed granite or natural dirt paving. Contractor must demonstrate competency in grading techniques.
- Management of a WeatherTRAK irrigation system with a minimum of twenty-five (25) irrigation field controllers.

1. _____
   Name of Organization

   _____
   Address

   _____
   Contact Person Telephone number and email address

   _____
   Landscape acreage under contract

   _____
   Contract amount Contract period (start and end date)

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

   _____

   _____

   _____

   _____

2. _____

Name of Organization

_____

Address

_____

Contact Person Telephone number and email address

_____

Landscape acreage under contract

_____

Contract amount Contract period (start and end date)

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

_____

_____

_____

_____

_____

3. _____

Name of Organization

_____

Address

_____

Contact Person Telephone number and email address

_____

Landscape acreage under contract

_____

Contract amount Contract period (start and end date)

Description of services (please be specific, describe the maintenance program,

and reference the area listed above):

_____

_____

_____

_____

_____

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

SUBCONTRACTORS

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

Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No: Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:

Bidder may attach additional sheets as needed. Additional subcontractors shall be listed in the same format as above

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of Moorpark is personally

interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

WORK IDENTIFICATION: Landscape Maintenance Services

Labor Code Section 3700, in pertinent part, provides:

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

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

Dated: _____ Contractor: _____

By: _____

Title: _____

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

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

TO BE EXECUTEDBY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does
execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name of Bidder

Signature of Bidder

Name of Bidder

_____

Signature of Bidder

_____

Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF MOORPARK, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2014, for work identified as " _____" which Agreement is hereby incorporated into and made a part hereof; and.

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

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

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

[continued, next page]

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2014.

(Corporate Seal)

_____
(Principal)

Notarial Certificate
Attached

By_____

_____
(Title)

(Corporate Seal)

_____
(Surety)

Notarial Certificate
Attached

By_____

_____
(Title)

Sample Agreement

AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR LANDSCAPE MAINTENANCE SERVICES AT THE MOORPARK LANDSCAPE MAINTENANCE DISTRICT ZONES OF BENEFIT 15, 20, AND 22

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for services related to landscape maintenance services, plus additional landscape repair and installation services, as needed; and

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

WHEREAS, the City Council of the City at a meeting held on the _____ day of _____, 2014, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

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

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended as referred to herein.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide landscape maintenance services, plus additional landscape repair and installation services as needed, specifically as it pertains to the City of Moorpark Landscape and Lighting Assessment District Zones of Benefit No. 15, 20, and 22, as set forth in Exhibits _____ Contractor's Bid Proposal, dated _____, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit _____, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Performance Bond; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and

incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit _____. 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 Exhibit _____ and Exhibit ____. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit _____.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit _____. Compensation shall not exceed the rates or total value of _____ dollars ($_____) as stated in Exhibit _____, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to 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 _____, 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 _____, 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 _____ dollars ($_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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 City, and hold harmless City, 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 City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City 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 City (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 City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

11. INSURANCE

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

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control.

Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

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

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration 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, California 93021

To: _____
_____
_____
_____

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

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the 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, Exhibit _____ 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	CONTRACTOR
By:_____	By:_____
Steven Kueny, City Manager	NAME, TITLE

Attest:

_____
Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

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

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

a. Explosion, collapse or underground hazard (XCU)

b. Products and completed operations

c. Pollution liability

d. Contractual liability

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

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

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance

requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

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

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

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

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

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

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

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

ATTACHMENT II

Sample Work Order

CITY OF MOORPARK

WORK ORDER
FOR _____

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

A. Cost Summary:

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

B. Description of Services to be Provided:

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

Description of Services:_____

C. Schedule:

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

D. Compensation:

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

E. Project Managers:

1. City's Landscape Representative:_____

2. Contractor's Project Manager:_____

F. Agreement Provisions:

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

CITY OF MOORPARK	CONTRACTOR
_____	_____
Steven Kueny, City Manager	

EXHIBIT A

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 7:00 a.m. to 5:00 p.m. ("working hours"). No work shall be performed on Saturday, Sunday, or City approved holiday 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 24 hours in the event of emergency work.

2. 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 Recreation Director:	$278/hr.
Parks and Landscape Manager	$225/hr.
Landscape/Parks Maintenance Superintendent or Supervisor:	$180/hr.
Maintenance Worker III:	$105/hr.

3. 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.

4. 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.

5. 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.

6. 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 meetings 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) hour 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.

   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 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 necessary horticultural supplies and landscape tools.

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

6. 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 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 where 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 Subcontractor(s) form submitted with the bid documents. All subcontractors shall be licensed and shall only provide the services listed and that they are 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 will all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City Representative immediately.

3. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and law regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines for Construction Sites," which by reference is a part of these specificationsand 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 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 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 during the specified month. The monthly report is due to the City Representative five (5) days after the end of the month.

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 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 during the specified month. The monthly report is due to the City Representative five (5) days after the end of the month.

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 evapotranspiration (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 Recreation Director:	$185/hr.
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):

Parks and Recreation Director:	$278/hr.
Parks 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 shall be mowed to the minimum height of 1 ½" - 2" during fall and winter months, and during the late spring and summer the cut should be no lower than 2" from the soil grade. Mowing heights may vary for special events and conditions approved by the City.

   Turf shall be mowed no less than 52 times per year, so that no more than 1/3 of the blade is removed at time of cutting, but at intervals of no less than once a week during the active growing season (March through November). Turf mowing at each location shall be completed in one day, and shall be on a schedule approved in writing by the City Representative.

   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.

B. EDGING AND TRIMMING:

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, tree wells, 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 Contactor 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.
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.

   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.

   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.

2. Fertilization of turf grasses shall be accomplished at the following intervals with the fertilizer formula described below:

   Two (2) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and six (6) times annually apply 12-12-12 pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

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

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 to be applied at each location. Prior to shrub fertilization, Contractor shall contact the City Representative and provide written verification of approved fertilizer formula and total amount applied.

   Groundcover and shrub fertilization shall be accomplished at the following intervals with the fertilizer formula described below:

   Three (3) times annually apply gypsum at ten (10) pounds per one thousand (1,000) square feet and five (5) times annually apply 12-12-12 pelleted type fertilizer at eight (8) pounds per one thousand (1,000) square feet.

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

E. MAINTENANCE OF SHRUB AND GROUND COVER AREAS:

1. The Contractor shall be responsible for trimming, weeding and the removal of leaves in the medians, slopes, planters and parkways every week and daily removal of trash, leaf litter, branches, and other miscellaneous debris. Trimming shall be performed in a manner that does not alter the appearance of the landscaping, but presents a clean manicured appearance.

2. Shrub and Ground Cover: Ground cover areas shall be cultivated to a depth of (1") and raked twice each month. Ground cover shall be kept neat in appearance and confined within curbs and intended borders. Non-slope shrub planters and median islands shall be maintained and installed with bark mulch. Bark mulch shall be provided by the contractor and shall consist of 100% recycled material and shall be 99% contaminant free, including litter and weed and/or weed seed. Mulch shall have a uniform size range from 1" minus to 3". Mulch depth shall be maintained at

minimum 2" depth and re-applied twice annually. Contractor shall submit mulch sample to the City Representative for approval prior to installation. Shrub and groundcover areas shall be kept free of trash, leaf litter, branches, and other miscellaneous debris. 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:

1. Scope: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees within designated medians, parkways, planters and slopes as provided. Tree care is limited to the removal of sucker growth, spouts, and limbs that obstruct the right of way and/or present a potential hazard, originating from the tree trunk, from the ground to the first eight (8) feet.

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

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

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

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

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

   e. Median trees shall have no branches lower than six (6) feet from top of curb, or as directed by the City Representative to provide proper line-of-sight for traffic movement.

   f. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Trimming shall not be excessive and shall be limited to no more than 10% of the overall size of the plant material, unless otherwise directed by the City Representative. Pruning methods shall provide a natural shape.

g. Shrubs shall be maintained at a height no greater than 1½ feet from top of curb at designated areas to allow for traffic safety, per standard plans.

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

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

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

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

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

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

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

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

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

F. 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 anytime and for any reason without exception.

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

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

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 thirty (30) days written notification by City.

G. 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

   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.

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

H. 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 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.

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

1. Watering 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 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 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: Contractor shall prepare a weekly Irrigation Schedule and Maintenance Report (Exhibit F) and submit a copy to the City Representative monthly.

3. 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.

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L. SWALES, DRAINS, CATCH BASINS

1. Contractor shall maintain all swales and drains on a weekly basis to insure operable flow. Maintenance operations shall insure that swales and drains are maintained free of sand, mud, rocks, dirt, decomposed granite and other 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 sand, mud, rocks, dirt, decomposed granite and other miscellaneous 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.

4. Debris basins, retention basins and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash and tree branches. Contractor shall string trim or mow the bottom of all basins to a maximum height of 3", four (4) times annually. Contractor shall remove all trimmings. The Contractor shall provide a weed abatement schedule to the City Representative for approval. The City Representative may alter the schedule at any time.

5. Contractor shall maintain all tree, shrub and groundcover areas, including accompanying irrigation systems, adjacent to all debris basins, retention basins and detention basins as described herein.

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N. 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 all pedestrian, bike, and hiking trails and three (3) feet on either side of trails adjacent to developed areas and City streets daily, unless otherwise stated.

5. Litter shall be removed from developed irrigated slope areas and undeveloped areas adjacent to developed areas or roadways.

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

O. TRASH RECEPTACLES:

1. Trash receptacles shall be emptied when they are 50 percent full, but no less than weekly. Trash can liners shall be provided by the contractor and shall be placed in appropriate trash bins. Liners shall be shall be black in color and 1.5 millimeter thickness or better to contain trash without tearing.

2. Trash containers and receptacles shall be cleaned as needed to avoid concentrations of insects

P. 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.

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S. HARDSCAPES:

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

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

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

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W. GRAFFITI:

1. On a daily basis, Contractor shall immediately report all graffiti upon detection to City Representative. The City Representative shall determine if graffiti requires photographing and/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. Exterior wall surfaces.
   d. Concrete walkways and parking lots.
   e. Door surfaces.
   f. Curb and gutter in parking lots.
   g. Fences and block walls.
   h. Trash enclosures.
   i. Trash receptacles.
   j. Stairs and hand rails.
   k. Concrete drainage swells, slough walls, culverts, drainage inlet or outlet devices.

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.

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Y. TRAILS AND STAGING AREAS:

1. Contractor shall fine grade, rake, remove all trail ruts and trash, remove all weeds and report all graffiti and potential trail hazards to the City Representative. Contractor shall provide trail maintenance services minimum once each month.

2. Contractor shall maintain all swales within trail systems. Maintenance shall include fine grading swales to insure positive drainage, the removal of dirt, decomposed granite, and other debris from swales and cobble drainage systems. All buildup of dirt, decomposed granite and other debris shall be removed from swales per direction of the City Representative.

3. Mutt-Mitt receptacles located at trails and staging areas 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.

4. Mutt-Mitt receptacles shall be cleaned as needed or as requested by the City Representative, but no less than monthly.

5. Prior to the winter season, the contractor shall install sand bags along trails as directed by the City representative. Sand and sand bags shall be provided by the City. Transportation to the job site shall be provided by the contractor. Sand bags shall be replaced when damaged and shall be removed and disposed at the end of the winter season. The City representative shall provide the contractor with a written installation and removal schedule.

6. After inclement weather, contractor shall inspect and repair all trails, remove trail ruts and clean adjacent hardscape surfaces.

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EXHIBIT C

AREAS TO BE MAINTAINED

(AREA DESCRIPTIONS AND MAPS)

LANDSCAPE MAINTENANCE DISTRICTS

ZONES OF BENEFIT

DESCRIPTION	*SIZE	*MAP
Zone 15 Parkways (TR 4928 Moorpark Country Club Estates): Parkway (s), planter (s) & multi-use trail (s): South side of Championship Drive between curb and back of multi-use trail from Walnut Canyon Road westerly to Grimes Canyon Road. Sidewalk, multi-use trail, turf and planters. Entry statement areas and parkway (s): North and south side of Championship Drive at Walnut Canyon Road and Grimes Canyon Road. Sidewalk, turf and planters. Multi-use trail (s): Decomposed granite multi-use trails from Walnut Canyon Road westerly to Grimes Canyon Road and southerly parallel to Grimes Canyon Road to the staging area. Decomposed granite multi-use trails from Championship Drive southerly approximately 750' to the end of the debris basin. Staging Area: Gravel parking area adjacent to Grimes Canyon Road.	9.0 acres	Z15
Zone 15 Median Islands (TR 4928 Moorpark Country Club Estates): Median (s): Median islands at Championship Drive and Walnut Canyon Road. Median (s): Median islands at Championship Drive and Grimes Canyon Road.	0.2 acres	Z15a Z15b
Zone 20 Parkways and Slopes (Tr 5187 Resmark) Parkway (s): West side of Walnut Canyon Road from the southerly property line of Tract 5405 to the end of the VCWPD basin. Planters. Parkway (s): North and south side of Meridian Hills Drive from Walnut Canyon Road to Ridgemark Drive, including the entry statement areas at Walnut Creek Drive. Sidewalk, turf, vines and planters. NPDES Basin (s): Basin and adjacent slopes at the southwest corner of Meridian Hills Drive and Walnut Canyon Road. Planters, vines and natural areas. NPDES Basin (s): Basin and adjacent slopes west of the recreation center. Planters, vines and natural areas. Slope (s) and planter (s): Slope adjacent to the west side of Tract 5405. Slope area at the southerly end of Tract 5405. Slopes adjacent to the west side of the VCWPD basin and	25.0 acres	Z20

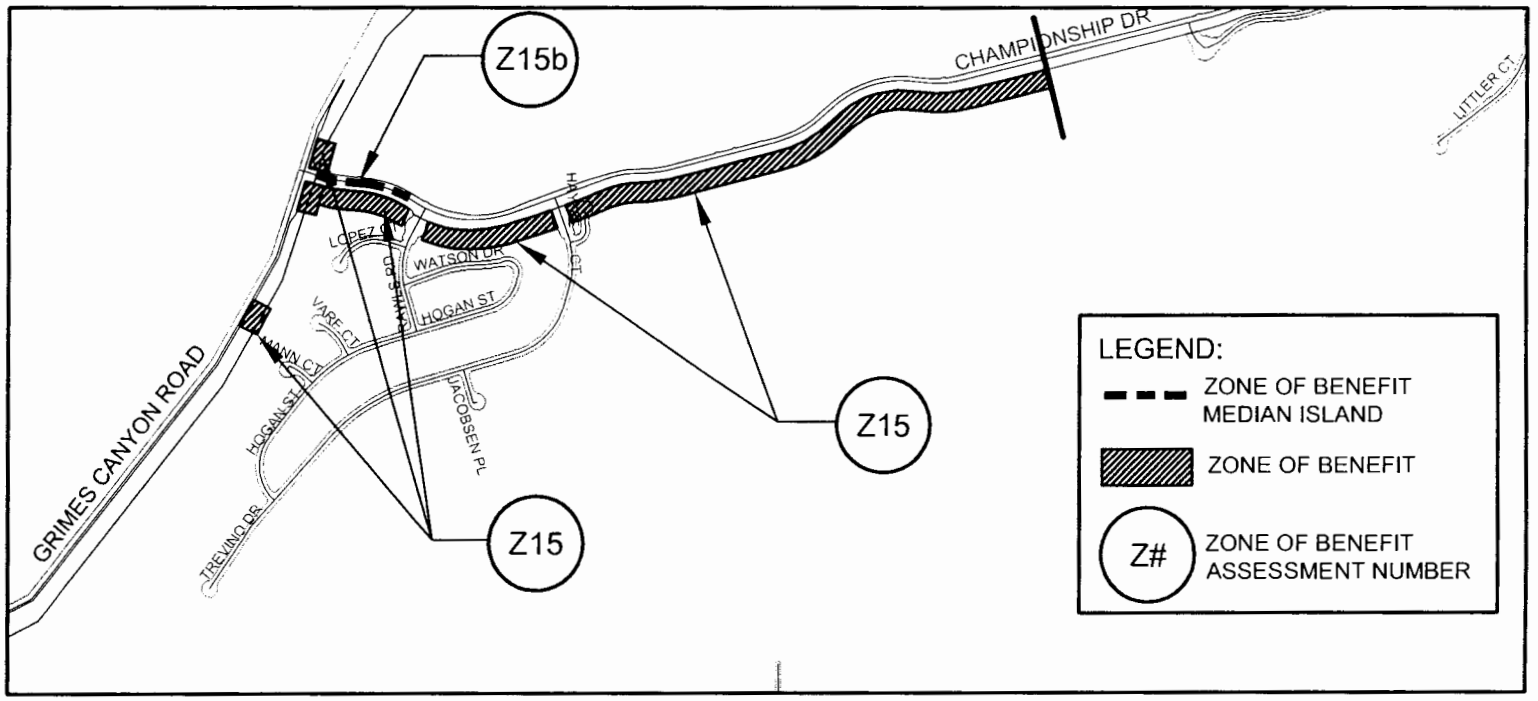
adjacent to the west side of the Walnut Creek basin. Slopes and landscape areas adjacent to the project monument southwest of the VCWPD basin. Slope and landscape areas on the north side or Meridian Hills Drive from Walnut Creek Road to the entry at Breezy Glen Drive. Slope and landscape areas adjacent to the north side of Meridian Hills Drive from the Recreation Center to Ridgemark Drive. Slope and landscape areas adjacent to the south side of Meridian Hills Drive from Ridgemark Drive to the easterly property line across from the recreation center. Sidewalk, vines and planters. Multi-use trail (s): Decomposed granite multi-use trails from Ridgemark Drive easterly to the VCWPD basin. Decomposed granite multi-use trails from the VCWPD basin northerly to the souther end of the debris basin adjacent to Championship Drive.		
Zone 20 Median Islands (Tr 5187 Resmark) Median island (s): Median Islands from Walnut Canyon Road to Ridgemark Drive.	0.3 acres	Z20a
Zone 22 Parkways and Slopes (Tr 5045 Moorpark Highlands): Parkway (s): East and west side of Spring Road from Charles Street northerly to Walnut Canyon Road. North and south side of Ridgecrest Avenue from Spring Road easterly to east end of Hightop Street. East side of Elk Run Way from Ridgecrest Avenue southerly to Mammoth Highlands Park. Sidewalk, turf, vines and planters. Slope (s): East and west side of Spring Road from Charles Street northerly to Walnut Canyon Road. South side of Ridgecrest Avenue from Spring Road easterly to east property line of PA-7 (East of Hightop Street). North side of Ridgecrest from Spring Road easterly to 'v' ditch west of Hightop Street. North side of Ridgecrest from Hightop Street westerly to Hightop Street. East side of Elk Run Loop from Ridgecrest Avenue southerly to property line at Mammoth Highlands Park. Planters and natural areas. East side of PA-7 from Ridgecrest to Mammoth Highlands Park. Basin (s): Three debris basins on the west side of Spring Road and adjacent slopes. Detention basin and adjacent slopes at the southeast corner of Walnut Creek Road and Spring Road Detention basin and adjacent slopes at the northeast corner of Hightop Street and Ridgecrest Avenue. Detention basin, adjacent slopes and natural area adjacent to the west side of Hightop Street. Detention basin and adjacent slopes at the southerly end of Timber Hollow Lane. Planters, vines and	60 acres	Z22

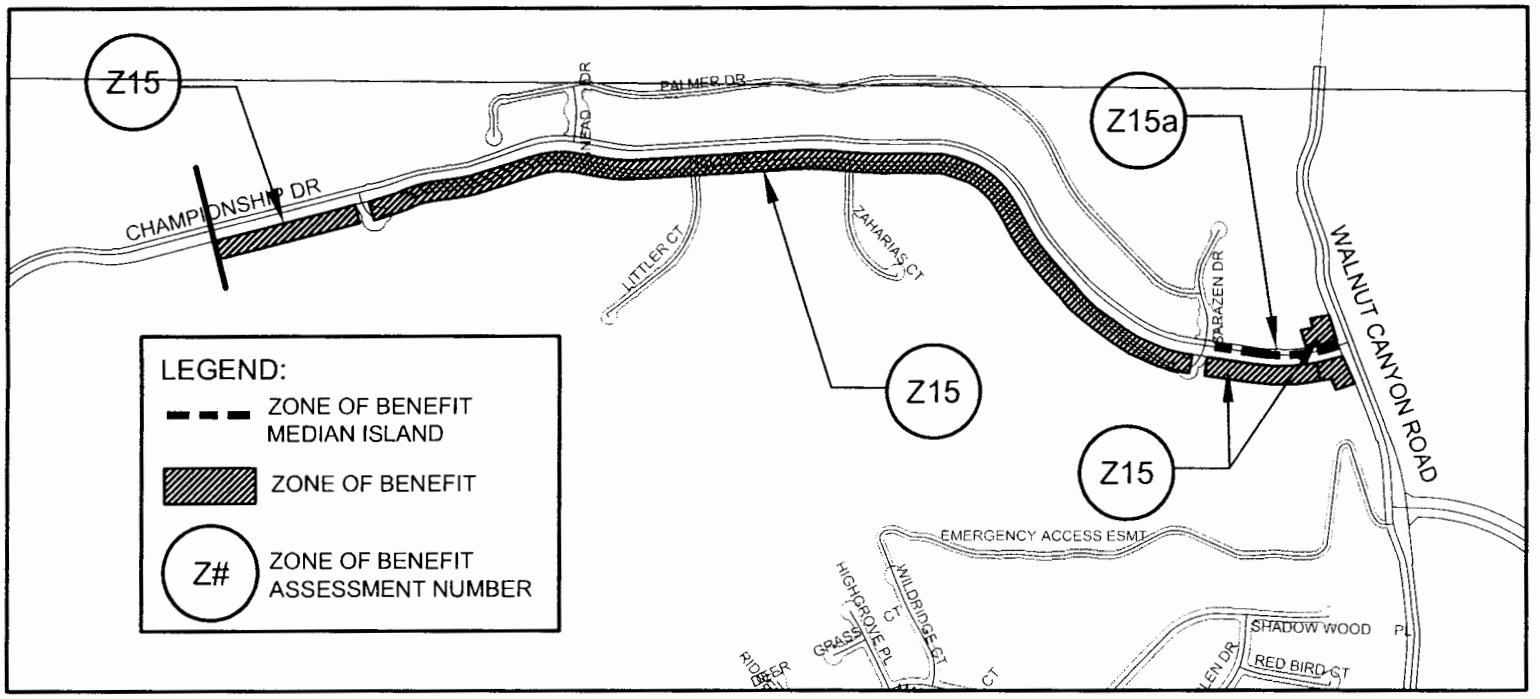
natural areas. Multi-use trail (s): West side of Spring Road from Charles Street northerly to Walnut Canyon Road. East side of Spring Road from Ridgecrest Avenue northerly to Walnut Canyon Road. North side of Ridgecrest Avenue from Spring Road easterly to Hightop Street. Adjacent to the east perimeter of PA-7. Adjacent to the north, west, and east perimeter of PA-8/9, including trees and irrigation system.		
Zone 22 Median Islands (Tr 5045 Moorpark Highlands): Median (s): Spring Road from Charles Street northerly to Walnut Canyon Road. Median (s): Ridgecrest Avenue from Spring Road easterly to the east end of Hightop Street. Median (s): Elk Run Way from Ridgecrest southerly to Mammoth Highlands Park property line. Median (s): Elk Run Way from Spring Road easterly to Timber Hollow Lane.		Z22a Z22b Z22c Z22d
PROPERTY SIZES AND LOCATIONS LISTED ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ACTUAL SIZE AND LOCATION.		

EXHIBIT C - MAPS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 15)





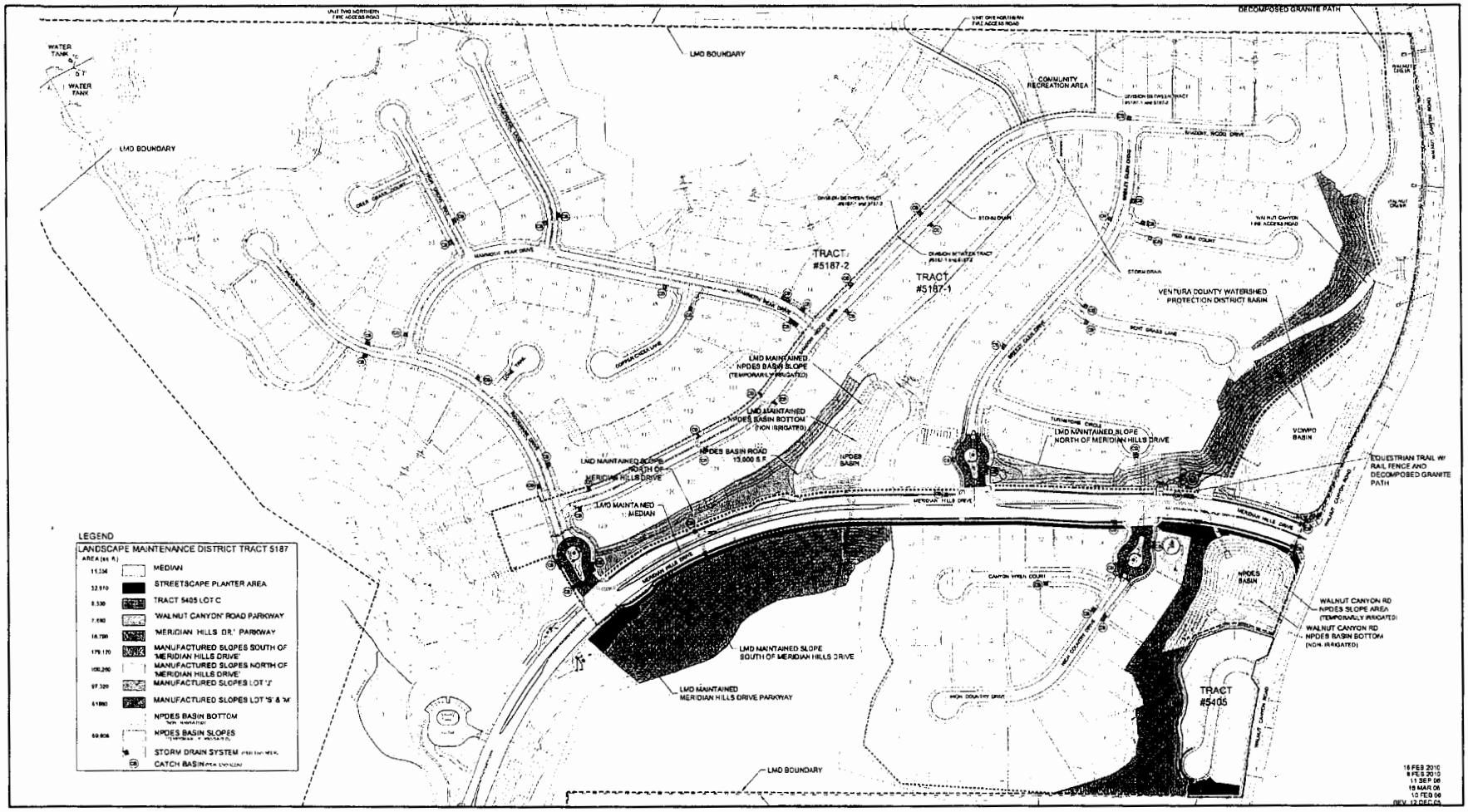
City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH NORTH

SCALE N.T.S.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 20)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

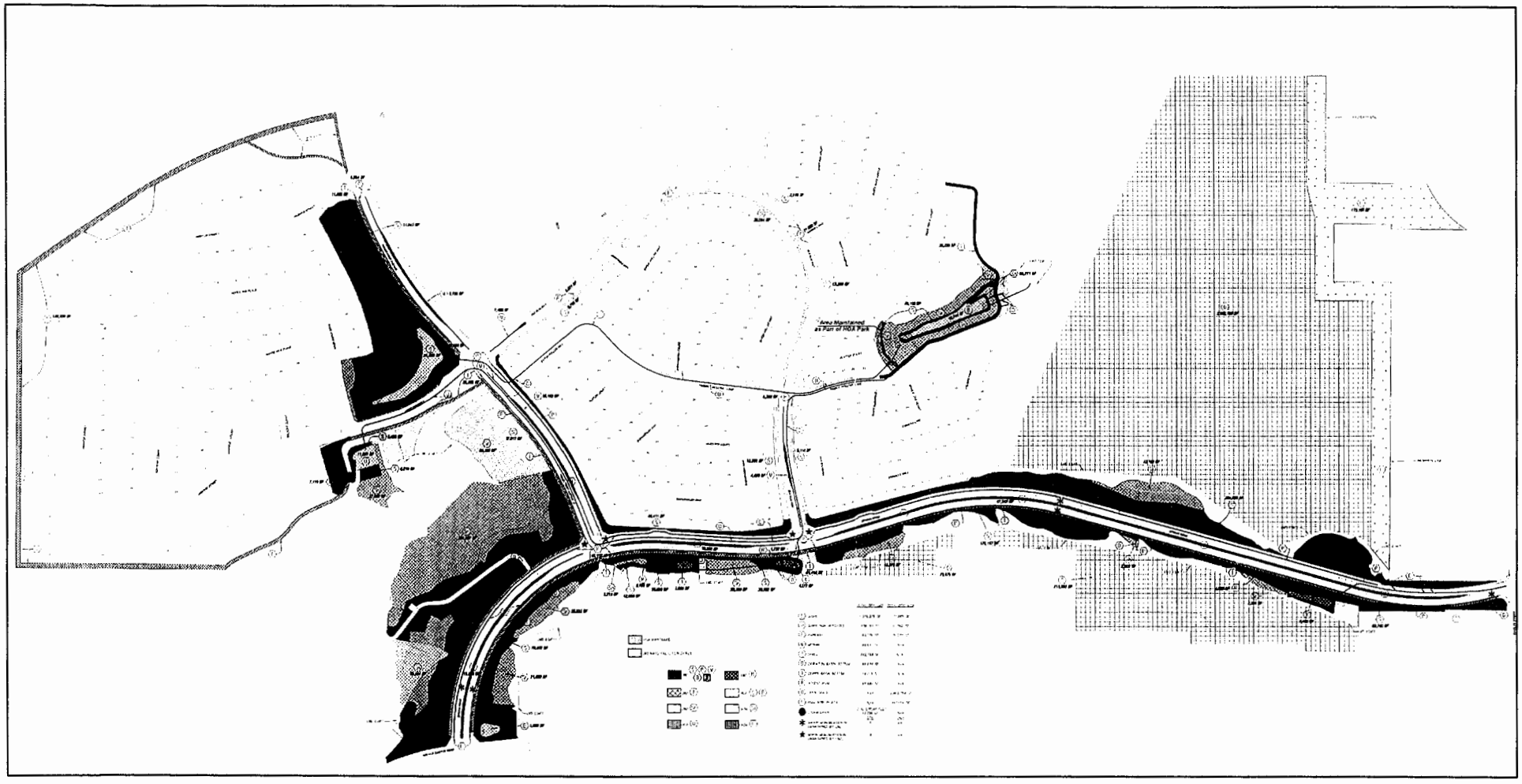
NORTH

SCALE N.T.S.

DATE MARCH 10, 2011

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 22)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

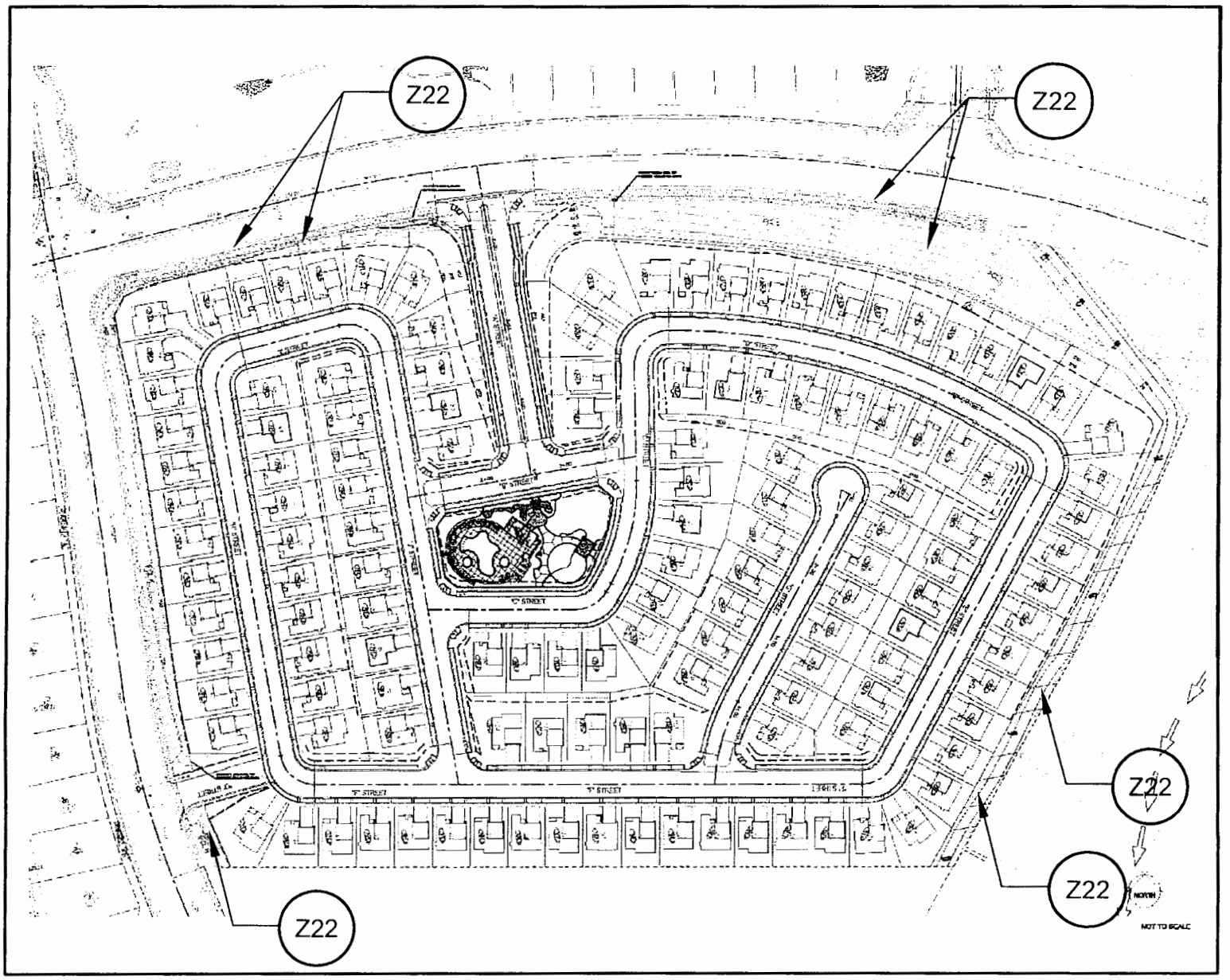
SCALE N.T.S.

DATE MARCH 10, 2011

100

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

ZONES OF BENEFIT (ZONE 22)



City of Moopark
799 MOORPARK AVE
MOORPARK CA, 93021

NORTH

SCALE N.T.S.

EXHIBIT D – Contractor Weekly Inspection Report Form

CITY OF MOORPARK
CONTRACTOR WEEKLY INSPECTION REPORT

Contractor:_____ **Month** _____

Park Name:_____

Inspector:_____ ***Retain document for 3 years after inspection.***

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

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

2	All restroom fixtures and hand dryers working										
3	Restroom supplies restocked										
4	Drinking fountains disinfected daily										
O. Trash and Recycling Receptacles											
1	Emptied 50% full or weekly										
2	Cleaned										
P. Trails											
1	Trail ruts filled in, hazards removed and trash and debris removed										
2	Weeds removed from trail										

Letter and Number	Description of Deficiency Recorded	Date Identified	Date Corrected

Notes:

_____
_____
_____
_____
_____
_____
_____

Inspector (signature):_____

Inspector (printed name):_____

Affix additional sheets as required.
Retain document for three (3) years after inspection.

EXHIBIT E – Contractor Weekly Irrigation Report Form

CITY OF MOORPARK
CONTRACTOR'S WEEKLY IRRIGATION INSPECTION REPORT

Contractor:_____ **Date:** _____

Park Name:_____ **Controller:** _____

Inspector:_____

IRRIGATION INSPECTION

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

PLANT MATERIAL INSPECTION

Good																				
Fair																				
Turf too wet																				
Stressed Turf																				

IRRIGATION INSPECTION

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

PLANT MATERIAL INSPECTION

Good																				
Fair																				
Turf too wet																				
Stressed Turf																				

Irrigation Schedule:
Scheduled water days (circle): M T W TH F Sat Sun

Start Times: Program A 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program B 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program C 1st _____ 2nd _____ 3rd _____ 4th _____
Start Times: Program D 1st _____ 2nd _____ 3rd _____ 4th _____

Water Budget %: _____

Station Run Times: 1__, 2 __, 3 __,4__, 5 __, 6 __,7__, 8 __, 9 __,10__, 11 __,
12 __,13__, 14 __, 15 __,16__, 17 __, 18 __,19__, 20 __, 21 __,22__, 23 __,
24 __,25__, 26 __, 27 __,28__, 29 __, 30 __,31__, 32 __, 33 __,34__, 35 __, 36 __,
37 __,38__, 39 __, 40 __,

Station Number	**Description of Deficiency Recorded**	**Date Identified**	**Date Corrected**

Notes:

_____
_____
_____
_____
_____
_____
_____

Inspector (signature):_____

Inspector (printed name):_____

Affix additional sheets as required.

EXHIBIT F – Contractor's Intent to Spray Form

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

Contractor (Permittee):_____ **Date:** _____

Park Name: _____

Location: _____

Proposed date (s) of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target pest(s): _____

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

_____

Registration No.:_____ License No.: _____

Ingredient(s):_____
_

Antidote: _____
Active: _____
Inert: _____

Environmental:

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

Criteria/Reason/notifications:_____

North

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

South

Submitted By: _____

Date: _____