

STAFF REPORT



ITEM NO. 9 CITY OF OCEANSIDE

DATE: January 23, 2008
TO: Honorable Mayor and City Councilmembers
FROM: Public Works Department
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR
MEDIAN LANDSCAPE MAINTENANCE SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Pacific Green Landscape, Inc., of Lakeside, California in a total amount not to exceed \$680,000 for median landscape maintenance services and as-needed repair work as a result of accidents, storms, disease, etc.; and authorize the City Manager to execute the agreement.

BACKGROUND

In August the City solicited proposals from qualified private companies' to perform landscape maintenance of the City's roadway medians. The City routinely contracts out these services.

ANALYSIS

Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical.

Cost was also a very important consideration. Exhibit A lists the ten proposals with their bid amounts.

John Weber Landscape submitted the best proposal based on the criteria and was the second low bidder in a very close bid but wasn't able to secure the required bonds for the project. Pacific Green Landscape submitted the 2nd rated proposal based on the criteria and was the third lowest bidder. West Turf Landscape was the low bidder but was not willing to dedicate sufficient personnel and equipment that staff felt was necessary to complete the tasks in a timely manner in accordance with our specifications.

The agreement is for a term of two years commencing February 1, 2008, and ending January 31, 2010, for the base agreement price of \$304,074 per year. Included in the agreement is a guaranteed price for additional landscaping and irrigation work that the City may request, which could potentially increase the agreement value to \$340,000 per year. The City may

renew the agreement with the same terms and conditions, except compensation, for two additional one-year terms. The yearly compensation would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego. There are no early termination clauses for the contractor.

FISCAL IMPACT

The two-year base agreement cost is \$608,148. However, if the City chooses to include additional as-needed work, the cost is \$680,000. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

Funds for the first year of the PSA of \$340,000 are budgeted in the FY 2007-08 Public Works Median Maintenance account (213.416021). Funds for the second year of the PSA will be budgeted in FY 2008-09. We currently spend approximately \$330,000 per year on these services.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a two-year professional services agreement with Pacific Green Landscape, Inc., of Lakeside, California in a total amount not to exceed \$680,000 for median landscape maintenance services and as-needed repair work as a result of accidents, storms, disease, etc.; and authorize the City Manager to execute the agreement.

PREPARED BY:



H. Kiel Koger
Maintenance and Operations Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Donald L. Hadley, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Teri Ferro, Financial Services Director



Exhibit A
Exhibit B

BID SUMMARY
FOR MEDIAN LANDSCAPE MAINTENANCE SERVICES

<u>Bidder</u>	<u>Bid amount (1 year)</u>	<u>Bid amount (2 years)</u>
West Turf Landscape Maintenance	\$284,184.36	\$568,368.72
John Weber Construction Landscape	\$287,545.95	\$575,091.90
Pacific Green	\$304,074.00	\$608,148.00
Nissho	\$325,908.00	\$651,816.00
Executive Landscape, Inc.	\$344,899.67	\$689,799.34
Blue Skies	\$347,373.80	\$694,747.60
Merchants Landscapes	\$407,807.82	\$815,615.64
Dreamscape	\$410,372.74	\$820,745.47
Aztec Landscaping, Inc.	\$431,079.00	\$862,158.00
Western Gardens	\$449,101.00	\$898,202.00

**LOCATIONS OF WORK
FOR
MEDIAN LANDSCAPE MAINTENANCE SERVICES**

- a. **Adams Street:** 1,356 sq. ft. of irrigated and landscaped medians east of College.
- b. **Capistrano Drive:** 21,520 sq. ft. of irrigated and landscaped medians adjacent to Capistrano Park off I-5 at the Camp Pendleton exit.
- c. **Coastal Rail Trail:** 81,000 sq. ft. of landscaped parkway located on Broadway from Vista Way north to Cassidy and Myers from Cassidy north to Pacific Street (Buccaneer Park).
- d. **COC Medians:** 33,520 sq. ft. of irrigated and landscaped median generally located between Melrose Drive and Temple Heights.
- e. **College Boulevard:** 65,933 sq. ft. of improved medians between Roselle Ave. and Olive Ave.
- f. **College Boulevard and Lake Boulevard:** 43,000 sq. ft. of landscaped and irrigated medians and parkways at the intersection of College and Lake Boulevards.
- g. **College Boulevard and SR78:** 271,395 sq. ft. of landscaped and irrigated City and State right-of-way.
- h. **College Boulevard Streetscape Improvements:** 27,517 sq. ft. of irrigated and landscaped parkways with a picnic area. Located on both sides of College Boulevard at Adams Street from the bridge south to the shopping center.
- i. **Crestview Drive:** 24,000 sq. ft. of landscaped and irrigated slopes on Crestview Drive located north of Darwin Drive west of Melrose.
- j. **Downs Street:** 580 sq. ft. landscaped traffic calming circle median with three speed bumps located between Ivy and Fire Mountain Drive.
- k. **El Camino Real:** 245,500 sq. ft. on median generally located on El Camino Real from Vista Way to Mission Avenue. Includes 30,800 sq. ft. of irrigated landscaping, 89,690 sq. ft. of non-irrigated area, and 125,010 sq. ft. of hardscape.
- l. **El Corazon:** 30,000 sq. ft. of irrigated parkway and entry landscaping on Oceanside Boulevard and El Camino Real.

- m. **Fire Stations:** Fire Station #2, 6,344 sq. ft at Cassidy and Ditmar, NE Corner. Fire Station #3 (Slope), 23,312 sq. ft. at El Camino Real and Oceanside Blvd. Fire Station #4, 21,124 sq. ft at Thunder Drive and Lake Boulevard. Fire Station #5, 16,250 sq. ft at N. River Road and Redondo Drive. Fire Station #6, 33,795 sq. ft at N. Santa Fe and Mesa Drive
- n. **Foussat Road:** 3,000 sq. ft. of landscaped and irrigated medians and traffic control islands located between Noreen Way and Mesa Drive.
- o. **Frazee Road:** 8,265 sq. ft. of hardscape and landscaping with irrigation in median generally located on Frazee Road between Mission Avenue and Oleander Drive.
- p. **Frazee Road (new):** 24,751 sq. ft. of landscaped and irrigated parkway generally located on north side of Frazee Road between Oleander Drive and Old Grove Road.
- q. **Gateway:** 71,000 sq. ft. of parkway landscape along Coast Hwy between Hwy. 76 and Harbor Drive. Also includes median and parkways on Hwy. 76 at Coast Hwy.
- r. **I-5 @ Mission Avenue:** 50,019 sq. ft. of landscaped and irrigated medians on the on and off ramps for I-5 and Mission Ave.
- s. **Lake Park Slope:** 42,140 sq. ft. of landscaped and irrigated slope located at Lake Park on Lake Boulevard north of Cannon Drive.
- t. **Los Arbolitos:** 5,400 sq. ft. in four landscaped (no turf) medians generally located between El Camino Real and Pala Road.
- u. **Melrose Drive:** 265,000 sq. ft. of landscaped slopes, medians and parkways on Melrose Drive north of Oceanside Boulevard to Guajome Ridge LMAD southern boundary.
- v. **Mission Avenue: (EAST)** 8000 sq. ft. of landscaped and irrigated medians between I-5 and Barnes.
- w. **Mission Avenue Extension:** 3,166 sq. ft. of irrigated median landscaping generally located between Coast Highway and Pacific Street.
- x. **Mission Avenue: (WEST)** 5,316 sq. ft. of landscaped and irrigated medians and parkways between I-5 and Horne Street.
- y. **North River Road:** 68,120 sq. ft. of landscaped and irrigated medians, parkways and parking lot open area between Fire Station #5 and College Boulevard.
- z. **Oceanside Boulevard Medians/West:** 25,628 sq. ft. of landscaped and

hardscape medians generally located between Temple Heights and Beverly Glen.

- aa. Oceanside Boulevard at Peacock: 58,000 sq. ft.** of newly planted trees, shrubs and ground covers along the Oceanside Boulevard parkway and median.
- bb. Old Grove Road: 39,526 sq. ft.** of irrigated and landscaped medians generally located between Mission Avenue and Godwit Drive.
- cc. Pacific Promenade: 63,785 sq. ft.** of irrigated landscaping generally located in the parkway on Pacific Street from Wisconsin to Sportfisher.
- dd. Cleveland Street Parking Lot: 11,745 sq. ft.** of irrigated landscaping.
- ee. Pier View under Crossing: 32,480 sq. ft.** of irrigated and landscaped slopes and planters located between Meyers Street and Cleveland Street.
- ff. Regal Theater Parking Lots: 14,700 sq. ft.** of landscaped and irrigated planters in two parking lots on Cleveland Street (north and south of Mission Avenue).
- gg. Rancho Del Oro Drive: 17,170 sq. ft.** of non-irrigated drought tolerant landscape generally located between Mesa Drive and Via Rancho Road.
- hh. Rancho Del Oro Park Slopes: 175,000 sq. ft.** of irrigated landscaping on College Boulevard, Mesa Drive and Avenida Empressa.
- ii. Seagaze Drive and Myers Street: 19,681 sq. ft.** of irrigated landscaping.
- jj. Skyhaven: 80 sq. ft.** landscaped traffic calming island at Skyhaven and Calavera Lane.
- kk. Skyline Drive: 42,000 sq. ft.** of landscaped and irrigated parkway east of El Camino Real.
- ll. South Coast Highway Gateway Improvements: 6,690 sq. ft.** of irrigated and landscaped parkway located on the west side of South Coast Highway south of Eaton Street.
- mm. Sportfisher Drive: 20,108 sq. ft.** of irrigated landscaped parkways including trees and turf.
- nn. Sub Station Parking Lot: 1800 sq. ft.** of parkway with irrigated landscaping located at the southeast corner of Mission Avenue and Tremont Street.
- oo. Surfrider Way Parking Lot: 1,830 sq. ft.** of irrigated landscaping including parkway.

- pp. Surfrider Way to Breakwater Way:** 36,898 sq. ft. of irrigated landscaping.
- qq. Surfrider Way Median/Parkways:** 17,898 sq. ft of irrigated and landscaped medians and parkways between Coast Highway (some on Coast Highway) and Pacific Street.
- rr. Via Rancho Parkway:** **36,323 sq. ft.** of landscape maintenance only, irrigation by others. Located adjacent to El Camino High School on Via Rancho Parkway east of Rancho Parkway east of Rancho Del Oro Drive.
- ss. Vista Way (Phase 1):** **35,000 sq. ft.** of irrigated landscaping (mostly drip) on the north side of Vista Way generally located between El Camino Country Club and Rancho Del Oro Drive. Includes crib walls.
- tt. Vista Way (Phase 2):** 50,000 sq. ft. of landscaped and irrigated parkways (including Keystone Wall and above) on north side of Vista Way generally located between Rancho Del Oro Drive and College Boulevard.
- uu. Vista Way at Stewart:** 2,000 sq. ft. island between North Coast Highway and Stewart Street.
- vv. Wisconsin Avenue Lot:** 4,503 sq. ft. of irrigated landscaping.
- ww. North Coast Hwy:** 2497 sq. ft. irrigated and landscaped parkway from Sportfisher to Neptune Way. (West side).
- xx. Windward @ Pacific Parking lot:** 6,000 sq. ft. of parking lot, landscaped planters and irrigation (West side).
- yy. Downtown Parking Structure:** 34,106 sq. ft. Three story complex of landscaped planters, hardscape & parking lot at Seagaze/Cleveland Street.
- zz. Downtown Redevelopment Area:** 21,673 sq. ft., Misc. parkways between Civic Center Drive to Mission and Cleveland to Tremont.
- aaa. North River Rd. @ Redondo:** 22,600 sq. ft. of landscaping and irrigation along parkway.

SCOPE OF WORK

Maintenance of the Project areas shall include mowing, edging, trash clean-up, maintenance of irrigation systems, drainage facilities, hardscape areas, parking lots and hardscape. Maintenance of plant material shall include, but not be limited to, mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, tree maintenance, dethatching, and plant replacements.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MEDIAN LANDSCAPE MAINTENANCE

THIS Agreement is made and entered into this _____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Pacific Green Landscape, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

- A. CITY desires to obtain professional services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide median landscape maintenance for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
- 2. **LOCATION OF WORK.** Various locations within the City of Oceanside which are more particularly described in Exhibit "B" attached hereto and by this reference made part of this Agreement.
- 3. **TERM.**

3.01 Commencement. The term of this Agreement shall be for a period of two years commencing on February 1, 2008 and terminating January 31, 2010.

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3.02 Renewal Options. The CONTRACTOR may request extensions of the term of this Agreement for an additional **two, one-year terms** under the terms and conditions of this Agreement, except compensation, which will be adjusted according to §4.03 and provided that the CONTRACTOR is not in default of this Agreement.

The CONTRACTOR may request extensions provided that written notice from the CONTRACTOR is received by the City Manager no sooner than **180 days and not later than 90 days** prior to the expiration of the term of this Agreement. No later than **60 days** from the receipt of CONTRACTOR 's written request to extend the term of this Agreement, the City Manager shall, in writing, provide CONTRACTOR with the CITY's determination to either accept or reject CONTRACTOR's request for extension. The acceptance of one Agreement extension does not obligate the CITY to accept a subsequent CONTRACTOR requested extension.

3.03 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

3.03.1 Fiscal Year Budget. If the Fiscal Year Budget for the CITY during the initial term of the AGREEMENT does not contain funds for the AGREEMENT, then that portion of the AGREEMENT shall be considered null and void effective July 1st, the beginning of the Fiscal Year in which the AGREEMENT funds are not allocated. Nothing in this AGREEMENT shall obligate the CITY to appropriate funds for the AGREEMENT; provided, however, that the CITY agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the AGREEMENT.

4. COMPENSATION.

4.01 CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed Three Hundred Four Thousand, Seventy-Four dollars and no cents (\$304,074.00) per year. Agreement Unit Prices and Unit Cost Schedule are set forth in Exhibit "C" attached hereto and by this reference made part of this Agreement.

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4.02 CONTRACTOR shall provide CITY monthly invoices based on one twelfth (1/12) of the annual cost. CITY will make payments within fifteen (15) days of the receipt of monthly invoice.

4.03 Compensation Adjustment Computation. Any term renewal compensation under the Agreement, including Exhibit "C", shall be computed in accordance with the following definitions and formulas:

Definitions:

Compensation Adjustment Index. The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

Initial Compensation: The initial compensation at the commencement of the Agreement divided by two (2) years.

Existing Compensation: The existing compensation shall be the compensation in effect on the date the term extension is requested, pursuant to §3.02 of this Agreement.

Percent change in the CPI: The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period from January 1 through December 31, 2009 for the third year renewal and January 1 through December 31, 2010 for the fourth year renewal.

Rent Adjustment Formulas:

First Adjustment: Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

Subsequent Adjustments: Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

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For example: $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

5. AGREEMENT BONDS. CONTRACTOR shall provide and cause to maintain throughout the term of this Agreement, two good and sufficient bonds in the amounts listed below:

- (a) "Performance Bond" for 50 percent of the contract award (1 year) to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further guarantee that all materials and workmanship will be free from original or developed defects. The "Performance Bond" must be renewed for the additional 50 percent of the contract award by January 1, 2009, prior to starting the second year.
- (b) "Payment Bond" (material and labor bond) for 50 percent of the agreement award to satisfy claims of material suppliers, mechanics, and laborers employed by CONTRACTOR on the work that is the subject of the agreement.

6. INSURANCE.

6.01 Liability Insurance. CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

6.01.1 CONTRACTOR shall maintain liability insurance in the following minimum limits:

<u>General Liability</u>	
Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<u>Automobile Liability Insurance</u>	
Combined Single Limit Per Occurrence	\$1,000,000

6.01.2 All insurance companies affording coverage to the CONTRACTOR shall be required to add the City of Oceanside as "ADDITIONAL INSURED" under the insurance policy for all work performed in accordance with the Agreement.

6.01.3 All insurance companies affording coverage to the CONTRACTOR for the Agreement shall be insurance organizations authorized by

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the Insurance Commissioner of the State of California Department of Insurance to transact business of insurance in the State of California.

6.01.4 All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

6.01.5 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements concurrently with the submittal of the Agreement.

6.01.6 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

6.01.7 Maintenance of insurance by the CONTRACTOR as specified in the Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

6.02 Contractor's Indemnification Of City. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by the Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

6.02.1 CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

6.02.2 CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability solely arising from the established active negligence or willful misconduct of City, its agents, officers or employees.

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6.03 Workers' Compensation. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with **sections 6.01.2 through 6.01.7** of this Agreement.

7. EMERGENCY RESPONSE. Upon oral, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the Agreement, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated. In the event CONTRACTOR fails to institute corrective action within **one (1) hour**, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it, any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the Agreement.

8. SUBSTANDARD PERFORMANCE. If CITY finds that all or a portion of the services performed by the CONTRACTOR are substandard to the requirements of the Agreement then CONTRACTOR must correct the noted deficiencies within **five (5) workdays** of an oral, telephonic or written notice from CITY. In the event CONTRACTOR fails to correct the noted discrepancies within the **five (5) workday** period, CITY shall have the right to have any necessary work done at the expense of CONTRACTOR. CONTRACTOR shall pay to the CITY, or have withheld from monies due it, any and all costs incurred by CITY in having such necessary work done.

8.01 Liquidated Damages. Failure of the CONTRACTOR to complete the services, including the timely submission of schedules, maps, charts and permits as prescribed within the Agreement will result in damages being sustained by the CITY, regardless of whether CITY funds are expended and later recouped from the CONTRACTOR, to complete the services. Such damages are, and will continue to be, impracticable and extremely difficult to determine. A **Substandard Performance** notification issued in accordance with Section 8 shall serve as the CITY's initial notification to CONTRACTOR of potential damage. In the event the CITY issues a second **Substandard Performance** notification in accordance with Section 8 for any reason, within a thirty (30) day period or a third **Substandard Performance** notification in accordance with Section 8 for any reason, within a ninety (90) day period the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of **five percent (5%)** of the monthly Agreement compensation.

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Execution of the Agreement shall constitute agreement by the CITY and CONTRACTOR that **five percent (5%)** of the monthly Agreement compensation is the reasonable estimate of the value of the costs and actual damage caused by failure of the CONTRACTOR to complete the services as required by the Agreement, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the CONTRACTOR if such damage occurs.

9. DISPUTE RESOLUTION. (a) Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. (b) No suit shall be brought on this Agreement unless all statutory claims filing requirements have been met.

10. SITE SAFETY AND PROTECTION OF IMPROVEMENTS.

10.01 The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work which are necessary to prevent damage, or injury to, or loss of the following:

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the Agreement, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

10.02 The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work or from the action of the elements until its acceptance by the CITY, except as is otherwise provided in California Public Contract Code §7105

10.03 In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Project Manager. Repairs and

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replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

10.04 The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including trees, plants, fences, irrigation, and other improvements) that may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss caused by CONTRACTOR to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Project Manager.

10.05 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Project Manager if a specified product cannot be used under safe conditions.

11. TRAFFIC CONTROL. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least 96 hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

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Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager.

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

12. PREFERENCES FOR MATERIALS. Whenever any particular material, process, or equipment is indicated in the Agreement by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated.

13. CONTROL OF MATERIALS. The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if specifically permitted in the Special Provisions. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the Agreement. Materials and work quality shall be subject to the Project Manager's approval.

Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimension, elevations, and quantities.

Materials and work quality not conforming to the requirements of the Agreement shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Project Manager.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) work days after the date of the Project Manager's written notice, the Project Manager may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the CITY.

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Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

The CONTRACTOR shall be responsible for taking any and all actions necessary to protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

14. CITY BUSINESS LICENSE. CONTRACTOR shall obtain and maintain throughout the term of this Agreement a City of Oceanside Business License or a written verification from the City Business License Division that a City Business License is not required for this Agreement.

15. PERMITS. CONTRACTOR shall, obtain and maintain throughout the term of this Agreement any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to **all applicable State & County pest control permits.**

16. CONTRACTOR'S LICENSE. The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "B" General Building Contractor's License pursuant to Business and Professions Code Section 7057, or "C-27" Specialty Contractor's License pursuant to Business and Professions Code Section 7058 at **ALL** times during the term of this Agreement.

17. INDEPENDENT CONTRACTOR. CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under the Agreement.

18. ENTIRE AGREEMENT. This Agreement, exhibits and its attachments comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

19. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to the CITY.

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19.01 The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

19.02 Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

20. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

21. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 10 day of December, ~~2008~~ 2007

CONTRACTOR



Pacific Green Landscape, Inc.
Michael Regan
President

CITY

Peter A. Weiss
City Manager

Approved as to form:



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss.

On Dec. 10, 2007, before me, Kathleen A. Ellis Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael C. Regan
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Kathleen A. Ellis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Oceanside Median Landscape Maintenance

Document Date: Dec. 10, 2007 Number of Pages: 114

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael C. Regan

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

**CITY OF OCEANSIDE
MEDIAN LANDSCAPE MAINTENANCE
EXHIBIT A – SCOPE OF WORK**

SCOPE OF WORK.

The CONTRACTOR's primary responsibility is to provide the maintenance and expertise necessary to keep the median landscape in a state of healthy growth and repair and in a neat and presentable condition at all times.

The CONTRACTOR shall provide a full-time project superintendent for the AGREEMENT. The superintendent shall have full jurisdiction over the scheduling of crews and equipment, the acquisition of materials and have authority to provide cost estimates for remedial work. The supervisor shall be on site at all times and have a mobile phone, fax machine and e-mail.

This specification establishes the standard for the maintenance of landscaped areas for the City of Oceanside.

The quality of maintenance of the landscaping in the Project areas plays a most important part in the success and acceptance of this project. It is for these reasons that the CONTRACTOR's prime responsibility will be to integrate the elements of high landscape maintenance standards and the objectives as set forth in this specification.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the Project areas shall include mowing, edging, trash clean-up, maintenance of irrigation systems, drainage facilities, hardscape areas, parking lots and hardscape. Maintenance of plant material shall include, but not be limited to, mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, tree maintenance, dethatching, and plant replacements.

CONTRACTOR shall be required to respond to CITY services requests, safety issues and emergency irrigation malfunctions when notified.

CONTRACTOR is responsible for observing ordinances regarding noise levels. **At no time will any power equipment be allowed prior to 7:00 a.m. on weekdays and 8:00 a.m. on weekends and holidays.**

1. Maintenance Schedules.

a. Annual Schedules. CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format for the AGREEMENT year (example, July 1 through June 30). Annual Maintenance Schedules shall describe all major maintenance functions with the proposed dates of implementation. A general maintenance schedule shall include fertilization and pre-emergent application schedules, de-thatching,

**CITY OF OCEANSIDE
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EXHIBIT A – SCOPE OF WORK**

aeration, drainage facility cleaning and controller painting schedules. Seasonal pest control applications and chemical weed control schedules shall also be included. Provide separate annual schedules for major tree pruning, ground cover renovation and trash pickup. Schedules shall be coordinated with the Project Manager to avoid planned CITY event conflicts. Completed schedules are due to CITY 15 days prior to the beginning of the AGREEMENT and annually thereafter 15 days prior to the AGREEMENT anniversary date.

b. Monthly Route Maps. CONTRACTOR shall submit maps and charts depicting monthly routes for each area and/or major operation 15 days prior to the beginning of each month.

c. Weekly Schedules. CONTRACTOR shall submit weekly schedules by 8:00 a.m. every Monday morning. The schedules shall be in calendar format and shall outline specific work to be performed for that week by each crew in each area. Included on the schedule will be the name of the foreman and the size of the crew.

d. Schedule Modification. From time-to-time events, both planned and emergency may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the CITY.

2. Extra Work. Extraordinary work shall not interfere with the completion of the general maintenance work. An “Extra” crew supervised by the CONTRACTOR shall be used in order to keep the regular maintenance crew doing their scheduled work. This provision will be strictly enforced.

The CONTRACTOR shall provide a work force sufficient to complete the work as specified.

3. Trees.

a. There shall be no topping of trees without the permission of the Project Manager.

b. All trees shall be pruned to allow for efficient irrigation coverage.

c. Tree stakes, ties, and guy wires shall be checked at least monthly and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guy wires. Replace broken stakes as required. CONTRACTOR shall replace any girdled trees at their own expense.

d. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices.

**CITY OF OCEANSIDE
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EXHIBIT A – SCOPE OF WORK**

- e. Prune trees to allow eight (8) foot clearances for pedestrians and twelve (12) foot above curb gutter for clearance.
- f. Perform minor tree surgery as required.
- g. Surface roots which become maintenance or appearance problems will be removed as required to prevent damage to turf, adjacent paved areas or other hardscape. CONTRACTOR shall be responsible for hardscape repair for failure to provide root maintenance only when roots are visible on the surface.
- h. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
- i. **The CONTRACTOR shall be responsible for replacing any tree that dies due to their negligence with a comparable tree by type, size and value acceptable to the Project Manager. CONTRACTOR negligence includes under/over watering, untreated pest infestation, improper trimming/pruning practices and any other act of negligence by the CONTRACTOR. It is the CONTRACTOR's responsibility to regularly monitor the health of all trees, treat all problems in a timely manner and report any abnormalities to the CITY.**

4. Shrubs.

- a. All shrubs within 20 feet of the top of all slopes shall be pruned so the overall height of the shrubs shall not exceed 3 vertical feet above the top of the slope.
- b. All shrubs shall be pruned to allow for efficient irrigation coverage. This shall be accomplished by "feathering" back to allow for a more natural appearance. Vertical cuts shall not be allowed.
- c. All shrubs shall be pruned adjacent to hardscape and utilities. This includes sidewalks, curbs, drainage ditches, buildings, irrigation and utility control valves and enclosures. As above, avoid vertical cuts using a feathered back natural approach to pruning.
- d. Shrubs shall be pruned as required for safety, removal of dead, broken or diseased branches, general containment or appearance. Prune shrubs along sidewalks and streets to provide adequate traffic line of sight and eliminate pedestrian hazards at all times.
- e. In general, prune shrubs to retain as much of the natural informal

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appearance as possible, consistent with intended use. The Project Manager may make specific requests for various shrub pruning practices throughout each site, such as maximum heights. Once established in a given area, these pruning practices shall thereafter become the standard practice.

f. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance at all times without a sheared appearance.

g. Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance after blooming period.

h. All shrub areas not under planted with ground cover or covered with mulch shall be raked clean once per month.

5. Vines.

a. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. **Do not, under any circumstances, prune vines which should be trained.** Vines are used throughout the City as a part of graffiti control.

b. Remove stakes from vines when stakes no longer serve the purpose of supporting the vines.

c. Nails are not an acceptable means of securing vines on masonry walls.

d. All vines shall be pruned, trained and maintained 6" from the tops of walls/fences.

e. Deep water vines in pockets which are not provided with sprinklers as required to promote optimum growth.

6. Ground Cover.

a. All ground covers shall be renovated to generate dense, compact growth. This will be accomplished by cutting ground covers back to rejuvenate one time per year. Myoporum shall be cut back to 18" or per direction of Project Manager and Lonicera to 6" two times per year. Ground cover renovation schedules shall be included in the required schedules.

b. Ground covers and shrubs adjacent to hardscape shall be feathered back at an angle to allow for proper irrigation coverage. Vertical cuts shall not be allowed.

c. All leaves shall be raked and cleaned as needed.

d. Keep ground covers trimmed back from all controller units, valve boxes,

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quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow on structures or walls unless otherwise directed. Keep trimmed back approximately 4 inches.

e. The *Aptenia cordifolia* shall be kept green. Failure to do so by CONTRACTOR will require the CITY to do so. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.

f. Maintain an 18" clear strip between parking lot fences and railroad right-of-way.

7. **Color Corners.** All color corners shall receive additional maintenance, as needed, to be kept in good condition at all times. Any additional plant material shall be considered an extra and must be authorized by the CITY.

8. **Weeds.**

a. The CONTRACTOR shall implement and maintain an aggressive weed control program at all times in both the landscape and adjacent hardscapes. The presence of weeds in any area shall generate a punch list along with possible deductions. Chemical treatment is permissible but is only recognized as a part of the necessary process. Chemically treated weeds shall be mechanically removed within 7 calendar days after spraying. Weeds shall be defined as any plant material that is not a part of the design. This includes pampas grass and volunteer trees (including palm trees).

b. CONTRACTOR shall maintain a weed-free lawn at all times by either chemical or manual means. The CONTRACTOR shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. Pre-emergent chemical control is required to reduce weed seed germination. All chemicals applied must be recorded on the Maintenance Schedule Chart and coordinated with the Project Manager. Pre-emergent chemicals shall be applied a minimum of twice a year. Pre-emergent chemicals shall be applied at a rate determined by the Project Manager.

9. **Pest Control.**

a. The CONTRACTOR shall implement and follow all applicable City, County, State and Federal regulations and laws and assumes full responsibility and liability for the use of all methods of pest control.

b. Pesticide operations, where required, shall be performed by a California State licensed Pest Control Operator through written recommendation by a California

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licensed Pest Control Advisor. The CONTRACTOR shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide usage. CONTRACTOR shall provide copies to the Project Manager of his/her license and registration both of his/her Pest Control Advisors and Pest Control Operators licenses. CONTRACTOR shall submit a copy of the Pesticide Use Report to the Project Manager on a monthly basis.

c. The CONTRACTOR shall be responsible for any notification or posting during or after pesticide applications that may be applicable by law.

d. The CONTRACTOR shall implement an aggressive pest control program that includes all necessary chemical, cultural and mechanical methods to control all pests and diseases at all times. Pests and diseases shall include but not be limited to rodents, insects, mites, vertebrates, invertebrates, pathogens, nematodes, fungi, bacteria, etc.

e. Included in this AGREEMENT is the control of all nuisance pests that exist in the AGREEMENT areas. A nuisance pest is defined as pests that may not cause damage to the landscape but may create problems or expenses to the site and/or the surrounding properties and structures. This includes but is not limited to ants, bees, wasps, hornets, all rodents or other mammals and marsupials, fungi, viruses, molds and slimes, etc.

10. Rodent Control. CONTRACTOR shall be responsible for controlling all rodents as required. The CONTRACTOR shall implement an aggressive rodent control program that includes all necessary chemical, cultural and mechanical methods to control all rodents at all times. CONTRACTOR shall select and supply proper materials and licensed personnel and obtain any necessary permits to comply with all City, County, State or Federal regulations or laws.

11. Drainage Facilities. The CONTRACTOR shall be responsible for cleaning of surface drains and inlets located within AGREEMENT areas. These drains shall be cleaned to assure proper functioning. Remove any silt debris or vegetation in the drainage system and at the inlet to insure proper flow of water. Prune ground covers and vegetation which encroaches into drainage facilities. CONTRACTOR shall be responsible for cleaning any debris or silt in the storm drain that results from their failure to properly maintain surface drains.

12. Fertilization.

a. Fertilizers shall be applied as often as needed (6X per year minimum) to keep all turf, trees, plant material in a healthy and vigorous state of growth at all times. Included in the AGREEMENT are 12 soil tests by a licensed soils lab. Results will be followed when determining the nutritional requirements of all plant material.

b. In making application of fertilizer granules, precautions shall be taken to

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contain these materials in the planting areas. The CONTRACTOR shall be responsible for the removal of all chemical stains from hardscape.

c. Ailing or stunted trees, scrubs, vines and groundcovers that fail to meet expected growth will receive additional treatments to correct any deficiencies. Once notified by the CITY, the CONTRACTOR shall submit an assessment of the problem(s) along with a remedial treatment program. Additional fertilizations, chemicals, compost, tree well manufacture and maintenance shall be considered a part of this AGREEMENT. The installation of supplemental irrigation shall be considered an extra. The CONTRACTOR shall have 6 months to improve the condition of ailing or stunted trees once identified in writing by the CITY. Failure to take an aggressive approach will result in the replacement of the trees shrubs, ground covers and vines at the CONTRACTOR's expense.

d. Liquid fertilizers shall be required when dry fertilizer applications are impractical. These areas shall include but not be limited to areas with drip irrigation and planted walls.

e. Apply fertilizers to provide sufficient nitrogen and other nutrients on a regular basis, minimum of six (6) times a year to keep turf in a healthy condition. Fertilizer will be applied as often as required to maintain turf in a deep green color. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded and supplied to the Project Manager upon request.

13. Plant Additions And/Or Replacements. As part of this AGREEMENT, the CONTRACTOR may be requested to replace or plant additional trees, shrubs, vines, ground cover, or flowers. The CITY will pay for such work as extra work based on UNIT PRICES. Plant material shall be installed per City of Oceanside Guidelines and Specifications for Landscape Development.

14. Clean-Up.

a. At no time will CONTRACTOR be allowed to blow grass cuttings/debris into public streets or gutters without sweeping or vacuuming up the grass cuttings/debris.

b. CONTRACTOR shall remove all debris resulting from the maintenance operations and dispose of it off site. All grass clippings shall be picked up after each mowing or trimming operation.

c. All debris resulting from any of the CONTRACTOR's operations shall be removed and disposed of legally at the CONTRACTOR's expense. No debris will be allowed to remain at the end of the workday. Debris shall not be blown into the adjacent

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landscape but picked up and removed from the site.

d. All walkways will be kept clean/clear of debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic.

e. The CONTRACTOR shall provide a general clean-up operation on a weekly basis for the purpose of cleaning up papers, trash, leaves, silt or debris that may accumulate in the landscape areas and in hardscape and gutters.

f. The CONTRACTOR shall remove all branches and debris resulting from inclement weather. The CONTRACTOR shall remain available to assist in any storm related damage repair. The CITY shall pay for such extra work per Subsection 3.16.

15. Graffiti Removal. Graffiti removal/treatment will be the responsibility of the CONTRACTOR, but will be considered an extra upon authorization by the Project Manager. The CONTRACTOR shall be expected to perform this function within 24 hours of notification. This will include painting (matching colors), sandblasting, etc. Proper equipment shall be available at all times.

16. Irrigation System. With the current availability and rising costs of water the CONTRACTOR's primary objective relative to irrigation shall be to efficiently provide moisture based on the actual requirements of the plant material. It is imperative that the CONTRACTOR provides all necessary and appropriately trained personnel to meet this objective. **Failure to make appropriate program changes (including seasonal changes) in a timely manner resulting in excess water use will be considered as a failure to perform satisfactorily per Section 3 § E.**

a. The CONTRACTOR shall submit a Water Management Program to the Project Manager at the beginning of each AGREEMENT year describing in detail the means by which the primary objectives shall be met. This shall include the route used and the schedules followed to include all controllers and the means employed to determine the water requirements of each area.

b. The CONTRACTOR shall review and adjust all irrigation controller programs a minimum of one (1) time per month. The CONTRACTOR shall submit a monthly progress and tracking report for each controller. Tracking sheets shall include information on days of operation, start time(s) and run times for each valve. Include the previous month's program along with changes made for the current month and the reasons for the changes. Progress/Tracking sheets are due before the first day of each month.

c. The CONTRACTOR shall make every effort afforded by the sophistication of each irrigation system to control and avoid irrigation run-off in the landscape and on hardscape surfaces. This shall be accomplished with proper head and valve adjustments and the use of multiple program cycling.

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d. Every irrigation system shall be physically observed, repaired and adjusted as needed (minimum of every two weeks) to insure good working order.

16.1 Irrigation Repair. This AGREEMENT shall include all labor costs for all general irrigation repairs including all mainlines, lateral lines, wires, all valves, heads and emitters. Materials will be paid for as an extra. The CONTRACTOR shall maintain an irrigation labor force sufficient to keep all irrigation systems in good repair at all times.

16.2 Extra Irrigation Work. Extra irrigation work will include the payment of both labor and materials. This includes vandalism repair and modifications to existing irrigation systems, i.e. adding additional valves or heads etc.

17. Guarantee And/Or Replacement Policy. All new plant material and irrigation installations provided by CONTRACTOR shall be guaranteed for a period of one calendar year except for "Acts of God". "Acts of God" are defined as damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the CONTRACTOR has no control. CONTRACTOR shall replace existing plants if they die at any time due to CONTRACTOR's negligence.

18. Turf Plant Material.

a. **General.** All turf areas shall be inspected frequently for early detection of diseases. Because of the susceptibility, watch for rust in the cool months and apply additional treatments as required.

b. **Watering.** A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept wet, but should dry out somewhat between watering. Allow lawns to dry out before mowing.

c. **Aeration.** Mechanically aerate all turf areas twice per year, between March 1st and April 1st and between September 1st and October 1st to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. Any areas that show excessive compaction shall receive additional aeration treatment as required to alleviate this condition. Those areas where soil conditions are poor may require top dressing. This will be considered an extra and shall be coordinated with the Project Manager. Additional:

1. Aerate all turf with a mechanical aerator set with ½ core spoons at not more than 6-inch spacing.
2. Depth of the core shall be no less than 3" in parkways and 8" in lawns and open spaces and sports fields.
3. Core plugs shall be removed on same day as operation.
4. The schedule of the aeration schedule will be recorded on the annual maintenance schedule.
5. The Project Manager shall determine the schedule and order.

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EXHIBIT A – SCOPE OF WORK**

d. Mowing. All lawns shall be mowed on a weekly basis. In parks, during the months of November through March, the cost of mowing will be based upon a per site frequency. Mowing at less than the weekly rate will be deducted from the monthly cost. This may be due to turf dormancy or winter rainfalls. Cut lawns to a height of 2" during warm season and reduce to 1-1/2" during winter or cooler seasons. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary mowers with sharp blades. No debris from the operation will be placed in project disposal units, but shall be removed daily and disposed of legally off site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the lawn areas such as electrical boxes or fixtures. **Do not mow wet areas; that will create wheel ruts.** If ruts are made, repairs will be made at CONTRACTOR's expense. CONTRACTOR shall be responsible to maintain mowing schedule and avoid conflicts with water schedule. Some turf areas may require lower mowing heights and the use of reel mowers. Example: MLK Soccer Fields and Recreation Park's "Padre Stadium". CONTRACTOR shall always have adequate equipment available and have predetermined arrangements for replacement or repair, if needed, so as not to disrupt the mowing schedule. Breakdown of equipment shall not be deemed an acceptable excuse for deviation from mowing/edging schedule. CONTRACTOR shall remove all trash prior to mowing. CONTRACTOR shall also remove any trash generated from mowing.

e. Trimming and Edging. Trim around trees, graphic walls, building, curbs, header boards, and pave areas on a weekly basis to present a neat, clean appearance. **No chemicals will be allowed for this purpose.** Damage to tree trunks caused by weed whipping will not be tolerated. CONTRACTOR shall replace damaged trees per Section 3 § A.3.I. In parks, sidewalks shall be trimmed with lawn edger type equipment only. Chemical weed or grass control around trees shall be allowed. Borders shall not exceed 10" between outside of tree and grassline.

f. Dethatching. Dethatch all lawn areas once per year at a time when there will be the least amount of stress to the lawn, preferably spring or fall. The scheduling will be recorded on the Maintenance Schedule Chart. It is the responsibility of the CONTRACTOR to mark each irrigation head and appurtenance prior to dethatching. Any damage to the irrigation system as a result of this process shall be the responsibility of the CONTRACTOR. Dethatching will be in accordance with the following methods:

Step 1: Aerify entire area with an aerifier with 1/2" tines and minimum of 3 inches in depth in parkways and 8" in other turf.

Step 2: Verticut entire area using a thatching machine set to soil line contact. Verticut twice in parallel directions. Pick up debris at completion of this operation.

Step 3: Mow with rotary mower at regular cutting height.

Step 4: Dethatching shall be completed before annual overseeding.

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g. Overseeding. Annual overseeding of all turf will be performed by and at the CONTRACTOR's expense

1. CITY will be responsible for providing grass seed.
2. Overseeding shall be with annual rye grass.
3. Rate of application shall be 10 lbs per 1,000 sq. ft.
4. Overseeding shall be completed between October and November, after dethatching is completed.

h. Turf Replacement. Any replacement of turf by sod or seed will be coordinated with the Project Manager. The Project Manager shall make determination of turf type.

19. Refurbishment Of Turf Areas. Lawn areas that thin out due to shading affect of trees or structures will be reseeded with an approved shade tolerant grass seed to restore thinning areas. This will be considered an extra and shall be coordinated with the Project Manager.

20. Dog Waste. All areas shall be kept in a dog waste free condition.

21. Trash Cleanup. Cleanup all trash and debris accumulated in the AGREEMENT area once per week except where noted. Provide a schedule of trash cleanup to the Project Manager. Where noted for two times per week (three locations), trash cleanup shall be on Monday and Friday. Where noted for three times per week (eight locations), trash cleanup shall be on Monday, Wednesday and Friday. Parking lot trash shall include trash cleanup in the lot and landscape but not the emptying of trashcans. Trash cleanup shall include the removal and disposal of signage placed within the site boundaries such as notification of garage sales, missing pets, etc.

A. On Thursday, July 5th, trash pickup in the downtown area will need to be performed beginning at 2:00 a.m. (This includes all parking lots, Pacific Promenade, and the Undercrossing). Completion of trash pickup must be by 7:00 a.m.

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EXHIBIT B – LOCATION OF WORK**

B. LOCATION OF WORK

- a. **Adams Street:** 1,356 sq. ft. of irrigated and landscaped medians east of College.
- b. **Capistrano Drive:** 21,520 sq. ft. of irrigated and landscaped medians adjacent to Capistrano Park off I-5 at the Camp Pendleton exit.
- c. **Coastal Rail Trail:** 81,000 sq. ft. of landscaped parkway located on Broadway from Vista Way north to Cassidy and Myers from Cassidy north to Pacific Street (Buccaneer Park).
- d. **COC Medians:** 33,520 sq. ft. of irrigated and landscaped median generally located between Melrose Drive and Temple Heights.
- e. **College Boulevard:** 65,933 sq. ft. of improved medians between Roselle Ave. and Olive Ave.
- f. **College Boulevard and Lake Boulevard:** 43,000 sq. ft. of landscaped and irrigated medians and parkways at the intersection of College and Lake Boulevards.
- g. **College Boulevard and SR78:** 271,395 sq. ft. of landscaped and irrigated City and State right-of-way.
- h. **College Boulevard Streetscape Improvements:** 27,517 sq. ft. of irrigated and landscaped parkways with a picnic area. Located on both sides of College Boulevard at Adams Street from the bridge south to the shopping center.
- i. **Crestview Drive:** 24,000 sq. ft. of landscaped and irrigated slopes on Crestview Drive located north of Darwin Drive west of Melrose.
- j. **Downs Street:** 580 sq. ft. landscaped traffic calming circle median with three speed bumps located between Ivy and Fire Mountain Drive.
- k. **El Camino Real:** 245,500 sq. ft. on median generally located on El Camino Real from Vista Way to Mission Avenue. Includes 30,800 sq. ft. of irrigated landscaping, 89,690 sq. ft. of non-irrigated area, and 125,010 sq. ft. of hardscape.
- l. **El Corazon:** 30,000 sq. ft. of irrigated parkway and entry landscaping on Oceanside Boulevard and El Camino Real.
- m. **Fire Stations:** Fire Station #2, 6,344 sq. ft at Cassidy and Ditmar, NE Corner. Fire Station #3 (Slope), 23,312 sq. ft. at El Camino Real and Oceanside Blvd. Fire Station #4, 21,124 sq. ft at Thunder Drive and Lake Boulevard. Fire Station #5,

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EXHIBIT B – LOCATION OF WORK**

16,250 sq. ft at N. River Road and Redondo Drive. Fire Station #6, 33,795 sq. ft at N. Santa Fe and Mesa Drive

- n. **Foussat Road:** 3,000 sq. ft. of landscaped and irrigated medians and traffic control islands located between Noreen Way and Mesa Drive.
- o. **Fraze Road:** 8,265 sq. ft. of hardscape and landscaping with irrigation in median generally located on Frazee Road between Mission Avenue and Oleander Drive.
- p. **Fraze Road (new):** 24,751 sq. ft. of landscaped and irrigated parkway generally located on north side of Frazee Road between Oleander Drive and Old Grove Road.
- q. **Gateway:** 71,000 sq. ft. of parkway landscape along Coast Hwy between Hwy. 76 and Harbor Drive. Also includes median and parkways on Hwy. 76 at Coast Hwy.
- r. **I-5 @ Mission Avenue:** 50,019 sq. ft. of landscaped and irrigated medians on the on and off ramps for I-5 and Mission Ave.
- s. **Lake Park Slope:** 42,140 sq. ft. of landscaped and irrigated slope located at Lake Park on Lake Boulevard north of Cannon Drive. PROPOSAL is for western most slope with flat area to the parking lot only.
- t. **Los Arbolitos:** 5,400 sq. ft. in four landscaped (no turf) medians generally located between El Camino Real and Pala Road. Irrigation not a part of AGREEMENT. Includes hardscape.
- u. **Melrose Drive:** 265,000 sq. ft. of landscaped slopes, medians and parkways on Melrose Drive north of Oceanside Boulevard to Guajome Ridge LMAD southern boundary. Includes hardscape.
- v. **Mission Avenue: (EAST)** 8000 sq. ft. of landscaped and irrigated medians between I-5 and Barnes.
- w. **Mission Avenue Extension:** 3,166 sq. ft. of irrigated median landscaping generally located between Coast Highway and Pacific Street. Includes hardscape and streetscape between Cleveland and Myers. **Trash pick-up shall be 3 times per week.**
- x. **Mission Avenue: (WEST)** 5,316 sq. ft. of landscaped and irrigated medians and parkways between I-5 and Horne Street.
- y. **North River Road:** 68,120 sq. ft. of landscaped and irrigated medians, parkways and parking lot open area between Fire Station #5 and College

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EXHIBIT B – LOCATION OF WORK**

Boulevard.

- z. Oceanside Boulevard Medians/West: 25,628 sq. ft.** of landscaped and hardscape medians generally located between Temple Heights and Beverly Glen.
- aa. Oceanside Boulevard at Peacock: 58,000 sq. ft.** of newly planted trees, shrubs and ground covers along the Oceanside Boulevard parkway and median.
- bb. Old Grove Road: 39,526 sq. ft.** of irrigated and landscaped medians generally located between Mission Avenue and Godwit Drive.
- cc. Pacific Promenade: 63,785 sq. ft.** of irrigated landscaping generally located in the parkway on Pacific Street from Wisconsin to Sportfisher. **Trash pickup shall be 3 times per week.** Provide wash down of sidewalks and seating areas one time per month. Show on schedule.
- dd. Cleveland Street Parking Lot: 11,745 sq. ft.** of irrigated landscaping. **Trash pickup shall be 3 times per week.**
- ee. Pier View Under Crossing: 32,480 sq. ft.** of irrigated and landscaped slopes and planters located between Meyers Street and Cleveland Street. **Trash pickup shall be 3 times per week.**
- ff. Regal Theater Parking Lots: 14,700 sq. ft.** of landscaped and irrigated planters in two parking lots on Cleveland Street (north and south of Mission Avenue). **Trash pickup shall be 3 times per week.**
- gg. Rancho Del Oro Drive: 17,170 sq. ft.** of non-irrigated drought tolerant landscape generally located between Mesa Drive and Via Rancho Road. Shrubs must be kept low for traffic sight distance. Includes hardscape.
- hh. Rancho Del Oro Park Slopes: 175,000 sq. ft.** of irrigated landscaping on College Boulevard, Mesa Drive and Avenida Empressa.
- ii. Seagaze Drive and Myers Street: 19,681 sq. ft.** of irrigated landscaping. Includes weekly parkway turf mowing. Does not include parkway tree trimming. **Trash pickup shall be 3 times per week.**
- jj. Skyhaven: 80 sq. ft.** landscaped traffic calming island at Skyhaven and Calavera Lane.
- kk. Skyline Drive: 42,000 sq. ft.** of landscaped and irrigated parkway east of El Camino Real.
- ll. South Coast Highway Gateway Improvements: 6,690 sq. ft.** of irrigated and

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landscaped parkway located on the west side of South Coast Highway south of Eaton Street.

- mm. Sportfisher Drive:** 20,108 sq. ft. of irrigated landscaped parkways including trees and turf. **Trash pickup shall be 3 times per week.**
- nn. Sub Station Parking Lot:** 1800 sq. ft. of parkway with irrigated landscaping located at the southeast corner of Mission Avenue and Tremont Street. **Trash pickup shall be 3 times per week.**
- oo. Surfrider Way Parking Lot:** 1,830 sq. ft. of irrigated landscaping including parkway. **Trash pickup shall be 2 times per week.**
- pp. Surfrider Way to Breakwater Way:** 36,898 sq. ft. of irrigated landscaping. Included are trees that require annual pruning and a slope behind the chain link fence. **Trash pickup shall be 2 times per week.**
- qq. Surfrider Way Median/Parkways:** 17,898 sq. ft. of irrigated and landscaped medians and parkways between Coast Highway (some on Coast Highway) and Pacific Street. **Trash pickup shall be 2 times per week.**
- rr. Via Rancho Parkway:** 36,323 sq. ft. of landscape maintenance only, irrigation by others. Located adjacent to El Camino High School on Via Rancho Parkway east of Rancho Parkway east of Rancho Del Oro Drive.
- ss. Vista Way (Phase 1):** 35,000 sq. ft. of irrigated landscaping (mostly drip) on the north side of Vista Way generally located between El Camino Country Club and Rancho Del Oro Drive. Includes crib walls.
- tt. Vista Way (Phase 2):** 50,000 sq. ft. of landscaped and irrigated parkways (including Keystone Wall and above) on north side of Vista Way generally located between Rancho Del Oro Drive and College Boulevard. Proposal to include landscaped area between sidewalk and plants. Hydroseeded area behind plant material (except top of wall) to receive periodic maintenance by direction from CITY. Do not include as a part of this Proposal. Hydroseeded area above Keystone Wall is part of this Proposal and shall receive regular maintenance.
- uu. Vista Way at Stewart:** 2,000 sq. ft. island between North Coast Highway and Stewart Street.
- vv. Wisconsin Avenue Lot:** 4,503 sq. ft. of irrigated landscaping.
- ww. North Coast Hwy:** 2497 sq. ft. irrigated and landscaped parkway from Sportfisher to Neptune Way. (West side).

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EXHIBIT B – LOCATION OF WORK**

- xx. Windward @ Pacific Parking lot:** 6,000 sq. ft. of parking lot, landscaped planters and irrigation (West side).
- yy. Downtown Parking Structure:** 34,106 sq. ft. Three story complex of landscaped planters, hardscape & parking lot at Seagaze/Cleveland Street.
- zz. Downtown Redevelopment Area:** 21,673 sq. ft., Misc. parkways between Civic Center Drive to Mission and Cleveland to Tremont.
- aaa. North River Rd. @ Redondo:** 22,600 sq. ft. of landscaping and irrigation along parkway.

**CITY OF OCEANSIDE
 MEDIAN LANDSCAPE MAINTENANCE
 EXHIBIT C – UNIT COST SCHEDULE**

<u>LOCATION</u>	<u>SQ. FT</u>	<u>COST PER YEAR</u>
ADAMS STREET	1,356	450.00
CAPISTRANO DR	21,520	3,542.00
COASTAL RAIL TRAIL	81,000	7,250.00
COC MEDIANS	33,520	4,190.00
COLLEGE BOULEVARD	65,933	6,590.00
COLLEGE BL AND LAKE	43,000	7,600.00
COLLEGE BL AND 78	271,395	37,900.00
COLLEGE BL ST IMPROVEMENTS	27,517	4,950.00
CRESTVIEW DR	24,000	3,600.00
DOWNS STREET	580	480.00
EL CAMINO REAL	245,500	11,000.00
EL CORAZON	30,000	4,200.00
FIRE STATION #2	6,344	2,145.00
FIRE STATION #3 SLOPE	23,312	4,950.00
FIRE STATION #4	21,124	4,642.00
FIRE STATION #5	16,250	1,782.00
FIRE STATION # 6	33,795	5,225.00
FOUSSAT RD	3,000	1,025.00
FRAZEE RD	8,265	1,070.00
FRAZEE RD (NEW)	24,751	3,200.00
GATEWAY	71,000	1,015.00
I-5 @ MISSION AVENUE	50,019	10,400.00
LAKE PARK SLOPE	42,140	7,580.00
LOS ARBOLITOS	5,400	970.00
MELROSE DR	265,000	26,500.00
MISSION AVENUE (EAST)	8,000	1,600.00
MISSION AVENUE EXTENSION	3,166	650.00
MISSION AVENUE (WEST)	5,316	1,060.00
NORTH RIVER ROAD/ COLLEGE	68,120	12,260.00
OCEANSIDE BL. MEDIANS/WEST	25,628	3,840.00
OCEANSIDE BL. AT PEACOCK	58,000	8,830.00
OLD GROVE ROAD	39,526	3,950.00
PACIFIC PROMENADE	63,785	12,650.00
CLEVELAND ST PARKING LOT	11,745	1,850.00
PIERVIEW WAY UNDER CROSSING	32,480	7,140.00
DOWNTOWN PARKING STRUCTURE	34,106	6,800.00

CITY OF OCEANSIDE

PARK LANDSCAPE MAINTENANCE

EXHIBIT C – UNIT PRICE

<u>LOCATION</u>	<u>SQ. FT</u>	<u>COST PER YEAR</u>
DOWNTOWN REDEVELOPMENT AREA	21,673	3,575.00
NORTHRIVER RD @ REDONDO	22,600	4,060.00
REGAL THEATER PARKING LOTS	14,700	2,650.00
RANCHO DEL ORO DRIVE	17,170	1,840.00
RANCHO DEL ORO PARK SLOPES	175,000	21,870.00
SEGAZE DR (1ST) AND MYERS ST	19,681	3,850.00
SKYHAVEN DRIVE	80	400.00
SKYLINE DRIVE	42,000	6,300.00
SOUTH COAST HWY GATEWAY	6,690	1,000.00
SPORTFISHER DR	20,108	5,480.00
SUB STATION PARKING LOT	1,800	400.00
SURFRIDER WAY PARKING LOT	1,830	500.00
SURFRIDER WAY TO BREAKWATER	36,898	6,083.00
SURFRIDER WAY MEDIAN/PARKWAY	17,898	3,250.00
VIA RANCHO PARKWAY	36,323	3,530.00
VISTA WAY	35,323	6,350.00
VISTA WAY (PHASE 2)	50,000	7,600.00
VISTA WAY at STEWART	2,000	500.00
WISCONSIN AVENUE LOT	4,503	650.00
NORTH COAST HIGHWAY	2,497	400.00
WINDWARD @ PACIFIC PLOT	6,000	900.00
TOTAL ONE YEAR COST		<u>\$304,074.00</u>

This PROPOSAL COST constitutes the total cost of this Proposal for the MEDIAN LANDSCAPE MAINTENANCE.

The prices quoted as the UNIT PRICES below are guaranteed for the duration of the contract for MEDIAN LANDSCAPE MAINTENANCE

1. Landscape	<u>Unit Price</u>
Four inch pot	\$ <u>2.25</u>
One gallon shrub	<u>9.50</u>
Five gallon shrub	<u>25.00</u>
Fifteen gallon shrub	<u>85.00</u>
One gallon tree	<u>12.00</u>
Five gallon tree with 8'x2" lodge pole stake	<u>42.00</u>

CITY OF OCEANSIDE

PARK LANDSCAPE MAINTENANCE

EXHIBIT C – UNIT PRICE

	<u>Unit Price</u>
Fifteen gallon tree with 10'x2" lodge pole stake	\$ 115.00
30" box tree w/2 10'x2" lodge pole stakes	TBA
36" box tree w/2 10'x2" lodge pole stakes	TBA
24" box tree w/2 10'x2" lodge pole stakes	\$ 250.00
Ground cover @ 64 rooted cuttings per flat (no soil prep)	25.00/Flat
Soil prep per 1000 sq. ft. with 4 cu yds. Liners	TBA
Nitrolized compost 150 lbs. agricultural gypsum and 15 lbs. 16-6-8 commercial fertilizer	TBA
Hourly rate for landscape foreman	\$45.00
Hourly rate for landscape labor	\$28.00

2. Irrigation

2.1. Sprinkler heads (Sprinkler heads to be Rainbird unless otherwise noted.) Price from tee to bottom inlet of head (not including tee) and includes all materials and labor necessary for installation.

	<u>Unit Price</u>
Shrub spray on 12" riser w/swing & stake	\$ 11.50
4" plastic pop-up w/swing	14.00
4"above w/built-in ADV	17.00
6" plastic pop-up w/swing	21.00
6"above w/built-in ADV	23.00
12" plastic pop-up w/swing	25.00
12"above w/built-in ADV	27.00
Shrub rotor w/stake (Hunter-P)	30.00
Above w/built-in ADV	34.00
Pop-up rotor (Hunter-P)	30.00
Above w/built-in ADV	31.00
12" pop-up rotor (Hunter-P)	42.00
Above w/built-in ADV	45.00

2.2. Valves (Valves to be Rainbird unless otherwise noted.) Price includes all materials and labor necessary for installation.

	<u>Unit Price</u>
Rainbird 100 GB	\$ 223.00
Rainbird 125 GB	264.00
Rainbird 150 GB	285.00

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EXHIBIT C – UNIT PRICE

Rainbird 200 GB	\$ <u>337.00</u>
Wilkins 2" Pressure Regulator	<u>694.00</u>

Unit Price

Solenoid	\$ <u>107.00</u>
1" Diaphragm	<u>100.00</u>
1 1/2" Diaphragm	<u>114.00</u>
2" Diaphragm	<u>130.00</u>

2.3.	Irrigation Labor	
	Hourly rate for irrigation foreman	<u>45.00</u>
	Hourly rate for irrigation labor	<u>32.00</u>