

STAFF REPORT*CITY OF OCEANSIDE*

DATE: July 1, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR CONCRETE REPAIR, PAINTING AND LANDSCAPE SERVICES FOR FISCAL YEAR 2009/10**

SYNOPSIS

Staff recommends that the City Council approve five professional services agreements in amounts totaling \$620,000 for FY 2009-10: with King Masonry of Vista (\$110,000), Doherty Concrete of Oceanside (\$100,000), and J. Leon Construction of Oceanside (\$58,000) for concrete repair services; with H.L. Mahoney Painting of Oceanside (\$80,000) for painting services; and with RDO Landscaping of Oceanside (\$272,000) for landscape services; and authorization for the City Manager to execute the agreements.

BACKGROUND

The City routinely contracts for concrete repair, painting and landscape services that exceed our in-house ability to perform. Staff reviewed the need for these contract services and compared the cost of providing these services with in-house assists versus contract services. Staff found that by continuing to contract for services that are labor- and equipment-intensive or require a greater degree of expertise than journeyman-level, the City could achieve greater flexibility in performing routine services, enhanced response to emergencies, and a labor cost-saving of approximately 15 percent over utilizing current City staff for these specific services.

In May the City solicited proposals from qualified private companies to develop a fair and reasonable price guarantee schedule for quality and prompt reliable service for concrete repair, painting and landscape services for FY 2009/10.

ANALYSIS

The estimated quantities for concrete repair, painting and landscape services used to develop the proposals was an approximation of what the City anticipates needing next fiscal year; this number could be greatly decreased or increased depending on the approved budget and other circumstances. The bid schedules for each individual service requirement were structured to allow the low, responsible bidder for each bid line item to be awarded that work, not the low cumulative bid price for all bid line items

for each service. This allowed the City to select the lowest responsible service provider for each bid line item.

The Bid Schedules of the companies that responded to the three proposals are attached to this report.

A staff panel consisting of field managers, service specialists, and contract manager reviewed each proposal. Proposals were compared on a competitive negotiation basis with two primary objectives: maintaining the current levels of service, and controlling and fixing costs for the next year. Proposing firms' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the deciding factor.

The panel recommended that concrete repair agreements be awarded to King Masonry of Vista in the amount of \$110,000, Doherty Concrete of Oceanside in the amount of \$100,000, and J. Leon Construction of Oceanside in the amount of \$58,000. H. L. Mahoney Painting of Oceanside was the lowest responsible bidder for all the paint line items, and the panel recommended award of a painting agreement to Mahoney in the amount of \$80,000. The panel recommended a landscape services agreement be awarded to RDO Landscape of Oceanside in the amount of \$272,000.

The agreements are summarized as follows:

| | | | |
|-----------------------|-----------|--|----------------|
| Concrete Repair | | | |
| King Masonry | Vista | | \$110,000 |
| Doherty Concrete | Oceanside | | 100,000 |
| J. Leon Construction | Oceanside | | 58,000 |
| Painting Services | | | |
| H.L. Mahoney Painting | Oceanside | | 80,000 |
| Landscape Services | | | |
| RDO Landscaping | Oceanside | | <u>272,000</u> |
| | TOTAL | | \$620,000 |

The term of each agreement is one year beginning July 1, 2009, with one, one-year extension under the same terms and conditions, including compensation.

FISCAL IMPACT

The total cost for all agreements is \$620,000. \$150,000 of the concrete repairs cost will be funded through gas tax funds and \$144,000 in landscape services cost are for El Corazon maintenance and will be funded through the El Corazon CIP account. The remaining funds for the various agreements are contained in the Public Works budget.

The 15 percent labor cost-savings identified in the Background Section is the difference in our labor costs and the estimate labor costs of the contractors, for these specific services. The "labor savings" will be realized by City staff continuing to perform the work they do well and having a contractor perform the work that requires a higher level of expertise, requires equipment we don't possess, and, particularly the landscaping, requires much unskilled labor.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

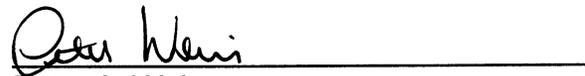
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PREPARED BY:

SUBMITTED BY:



Gary P. Gurley
General Services Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Don Hadley, Deputy City Manager
Joseph Arranaga, Deputy Public Works Director
Teri Ferro, Financial Services Director



Teri Ferro

ATTACHMENTS

Bid Schedules
Professional Services Agreements

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENTS

CONCRETE REPAIR

| | | |
|----------------------|----------------|-----------|
| King Masonry | Vista, CA. | \$110,000 |
| Doherty Concrete | Oceanside, CA. | \$100,000 |
| J. Leon Construction | Oceanside, CA. | \$58,000 |

Painting Services

| | | |
|------------------------|----------------|----------|
| H. L. Mahoney Painting | Oceanside, CA. | \$80,000 |
|------------------------|----------------|----------|

Landscape Services

| | | |
|-----------------|----------------|-----------|
| RDO Landscaping | Oceanside, CA. | \$272,000 |
|-----------------|----------------|-----------|

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated _____, 2009 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and King Masonry, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, 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. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express 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 Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2009 and ending on June 30, 2010, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
 - 3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to

CONCRETE REPAIRS

Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. 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.

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

Comprehensive General Liability Insurance

(bodily injury and property damage)

| | |
|--------------------------------------|---------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |

Commercial General Liability Insurance

(bodily injury and property damage)

| | |
|--|--------------|
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |

| | |
|---------------------------------------|--------------|
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |
|---------------------------------------|--------------|

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage

CONCRETE REPAIRS

provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY 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.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 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.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this 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.

4.10 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 this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors,

CONCRETE REPAIRS

or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of One Hundred Ten Thousand dollars (\$110,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 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.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box,"

CONCRETE REPAIRS

"planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper

CONCRETE REPAIRS

and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

CONCRETE REPAIRS

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect Janitorial Contract operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager daily.

10. ENTIRE AGREEMENT. This Agreement 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.

11. 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 CITY.

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.

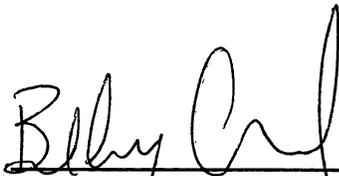
CONCRETE REPAIRS

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.

12. 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.

13. 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 on the dates set below.



King Masonry - President

City Manager



King Masonry CFO

Approved as to form:



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2009-2010. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

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 "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for 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, the following: City of Oceanside Business License and Construction Water Meter.

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. 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 seventy-two (72) 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.

2. 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.

3. 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.

4. 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.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid Item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.

4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base,

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material

Portland Cement Concrete design mix

Public Notification Flyer

Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------|
| 1. | Concrete Sidewalk (1 - 100 square feet) | \$675.00 minimum |
| 2. | Concrete Sidewalk (101 - 200 square feet) | \$8.75 |
| 3. | Concrete Sidewalk (201 – 300 square feet) | \$7.95 |
| 4. | Concrete Sidewalk (301 – 500 square feet) | \$6.95 |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | \$5.95 |
| 6. | Concrete Curb & Gutter (1 – 15 linear feet) | \$49.00 |
| 7. | Concrete Curb & Gutter (16 – 30 linear ft) | \$35.00 |
| 8. | Concrete Curb & Gutter (31 In ft and over) | \$31.00 |
| 9. | Concrete Driveway Approach (6" thick) | \$10.50 |
| 10. | Concrete Driveway Approach (8" thick) | \$10.80 |
| 11. | Concrete Cross Gutter (8" thick) | \$10.80 |

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated _____, 2009 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Doherty Concrete, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, 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. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express 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 Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2009 and ending on June 30, 2010, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
 - 3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to

CONCRETE REPAIRS

Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. 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.

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

| | |
|---|---------------|
| <u>Comprehensive General Liability Insurance</u> (bodily injury and property damage) | |
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |
| <u>Commercial General Liability Insurance</u> (bodily injury and property damage) | |
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage

CONCRETE REPAIRS

provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY 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.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 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.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this 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.

4.10 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 this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors,

CONCRETE REPAIRS

or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of One Hundred Thousand dollars (\$100,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 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.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box,"

CONCRETE REPAIRS

"planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

CONCRETE REPAIRS

Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

CONCRETE REPAIRS

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect Janitorial Contract operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager daily.

10. ENTIRE AGREEMENT. This Agreement 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.

11. 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 CITY.

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.

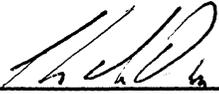
CONCRETE REPAIRS

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.

12. 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.

13. 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 on the dates set below.



Doherty Concrete

City Manager



Doherty Concrete

Approved as to form:



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2009-2010. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

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 "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for 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, the following: City of Oceanside Business License and Construction Water Meter.

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. 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 seventy-two (72) 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.

2. 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.

3. 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.

4. 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.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each location, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid Item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.

4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base,

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material

Portland Cement Concrete design mix

Public Notification Flyer

Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------|
| 1. | Concrete Sidewalk (1 - 100 square feet) | \$9.25 |
| 2. | Concrete Sidewalk (101 - 200 square feet) | \$8.00 |
| 3. | Concrete Sidewalk (201 – 300 square feet) | \$7.95 |
| 4. | Concrete Sidewalk (301 – 500 square feet) | \$7.15 |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | \$5.97 |
| 6. | Concrete Curb & Gutter (1 – 15 linear feet) | \$42.50 |
| 7. | Concrete Curb & Gutter (16 – 30 linear ft) | \$35.00 |
| 8. | Concrete Curb & Gutter (31 In ft and over) | \$32.50 |
| 9. | Concrete Driveway Approach (6" thick) | \$8.00 |
| 10. | Concrete Driveway Approach (8" thick) | \$8.25 |
| 11. | Concrete Cross Gutter (8" thick) | \$12.00 |

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated _____, 2009 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and J. Leon Construction, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, 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. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express 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 Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2009 and ending on June 30, 2010, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
 - 3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to

CONCRETE REPAIRS

Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. 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.

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

| | |
|---|---------------|
| <u>Comprehensive General Liability Insurance</u> (bodily injury and property damage) | |
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |
| <u>Commercial General Liability Insurance</u> (bodily injury and property damage) | |
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage

CONCRETE REPAIRS

provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY 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.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 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.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this 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.

4.10 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 this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors,

CONCRETE REPAIRS

or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Fifty-eight Thousand dollars (\$58,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 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.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box,"

CONCRETE REPAIRS

"planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

CONCRETE REPAIRS

Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

CONCRETE REPAIRS

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect Janitorial Contract operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager daily.

10. ENTIRE AGREEMENT. This Agreement 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.

11. 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 CITY.

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.

CONCRETE REPAIRS

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.

12. 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.

13. 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 on the dates set below.


J. Leon Construction

City Manager


J. Leon Construction

Approved as to form:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On May 20, 2009 before me, Sandi D. Polendo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JAVIER M. LEON
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Sandi D. Polendo
Signature of Notary Public

Place Notary Seal Above

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: Professional Services Agreement
Document Date: May 20, 2009 Number of Pages: 21
Signer(s) Other Than Named Above: None

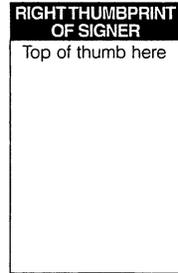
Capacity(ies) Claimed by Signer(s)

Signer's Name: JAVIER M. LEON
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: Self

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



Signer Is Representing: _____

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2009-2010. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

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 "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for 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, the following: City of Oceanside Business License and Construction Water Meter.

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMOBILIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. 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 seventy-two (72) 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.

2. 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.

3. 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.

4. 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.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each location, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid Item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.

4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base,

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material

Portland Cement Concrete design mix

Public Notification Flyer

Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------|
| 1. | Concrete Sidewalk (1 - 100 square feet) | \$10.50 |
| 2. | Concrete Sidewalk (101 - 200 square feet) | \$8.75 |
| 3. | Concrete Sidewalk (201 – 300 square feet) | \$8.50 |
| 4. | Concrete Sidewalk (301 – 500 square feet) | \$8.00 |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | \$7.75 |
| 6. | Concrete Curb & Gutter (1 – 15 linear feet) | \$55.00 |
| 7. | Concrete Curb & Gutter (16 – 30 linear ft) | \$35.00 |
| 8. | Concrete Curb & Gutter (31 In ft and over) | \$35.00 |
| 9. | Concrete Driveway Approach (6” thick) | \$9.00 |
| 10. | Concrete Driveway Approach (8” thick) | \$9.50 |
| 11. | Concrete Cross Gutter (8” thick) | \$15.00 |

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: PAINTING SERVICES

THIS AGREEMENT dated _____, 2009 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and H. L. Mahoney Painting & Decorating, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, 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. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express 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 Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2009 and ending on June 30, 2010, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
 - 3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to

PAINTING SERVICES

Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. 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.

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

| | |
|---|---------------|
| <u>Comprehensive General Liability Insurance</u> (bodily injury and property damage) | |
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |
| <u>Commercial General Liability Insurance</u> (bodily injury and property damage) | |
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage

PAINING SERVICES

provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY 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.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 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.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this 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.

4.10 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 this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors,

PAINTING SERVICES

or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Eighty Thousand dollars (\$80,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 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.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box,"

PAINTING SERVICES

"planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

PAINTING SERVICES

Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

PAINTING SERVICES

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect Janitorial Contract operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager daily.

10. ENTIRE AGREEMENT. This Agreement 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.

11. 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 CITY.

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.

PAINTING SERVICES

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.

12. 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.

13. 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 on the dates set below.


H. L. Mahoney

City Manager

H.L. MAHONEY PAINTING
702 ROJA STREET
OCEANSIDE, CA 92057-3515



WHEN YOU NEED IT DONE RIGHT

Approved as to form:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

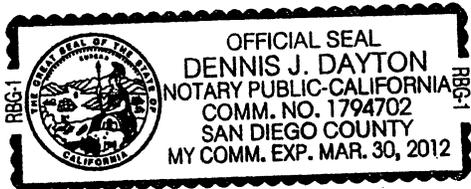
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 5-28-2009 before me, DENNIS J DAYTON NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared H. L. MAHONEY
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
 Signature Dennis J. Dayton
Signature of Notary Public

Place Notary Seal Above

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

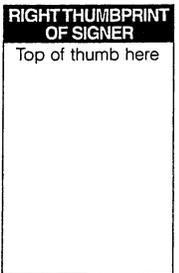
Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT

Document Date: 5-28-2009 Number of Pages: 21

Signer(s) Other Than Named Above: NONE

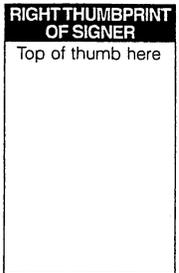
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

Painting and finishing of interior and exterior building items and surfaces. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. There are no guaranteed quantities of work. The type and amount of painting services the City requires during the term of this Agreement could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK

Various locations citywide

WORK SPECIFICS

All of the following items are expected to be performed for each bid item. Full compensation for these items and any and all other materials and equipment, work, time, fees, charges, or related costs associated with and necessary for the work on the various AGREEMENT items and for all other work and operations which must be performed or costs incurred prior to beginning, during and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

1. WORK SITE EXAMINATION

- A. Examine surfaces to be painted before beginning painting work. Work of other trades that has been left or installed in a condition not suitable to receive paint, stain, or other specified finish shall be repaired or corrected by the applicable trade before painting. Painting of defective or unsuitable surface implies acceptance of the surfaces.
- B. Start painting when unsatisfactory conditions have been corrected.
- C. Project manager to designate permanent removal of hardware on pre-job walkthrough.
- D. Existing graffiti as of pre-job walkthrough to be removed by owner prior to job start. After start of job, graffiti removal is the responsibility of the contractor until job acceptance.

2. PROTECTION

- A. Protect adjacent surfaces from paint and damage. Repair damage resulting from inadequate or unsuitable protection.
 - 1. Protect fire sprinklers from paint and damage.
 - 2. Protect decorative tile and grout from paint and damage.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

- B. Furnish sufficient drop cloths, shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation areas.
- C. Place cotton waste, cloths and material that may constitute a fire hazard in closed metal containers and remove daily from site.
- D. Remove electrical plates, surface hardware, signage, graphics, fittings and fastenings, prior to painting operations. Carefully store, clean and replace on completion of painting in each area. Do not use solvent or degreasers to clean hardware that may remove permanent lacquer finish.
- E. Provide "WET PAINT" signs, barricades, and other devices required to protect newly finished surfaces. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3. ENVIRONMENTAL CONDITIONS

- A. Do not paint surfaces that exceed manufacturer specified moisture contents or when none, the following moisture contents:
 - 1. Plaster and Gypsum wallboard: 12 percent.
 - 2. Masonry, Concrete, Concrete Block, and Stucco: 12 percent.
 - 3. Concrete Floors: 7 percent.
- B. Do not paint or coat:
 - 1. Under dusty conditions.
 - 2. When light on surfaces measures less than 15 foot-candles.
 - 3. When ambient or surface temperature is less than 45 degrees Fahrenheit.
 - 4. When relative humidity is higher than 85 percent.
 - 5. When surface temperature is less than 5 degrees Fahrenheit above dew point.
 - 6. When surface temperature exceeds the manufacturer recommendations.
 - 7. When ambient temperature exceeds 90 degrees Fahrenheit, unless manufacturer allows a higher temperature.

4. PREPARATION OF SURFACES

- A. Existing surfaces to be recoated shall be thoroughly cleaned and prepared as per manufacturer's recommendations for each surface.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

Patched and bare areas shall be spot primed with same primer as specified for new work.

- B. Prepare surfaces in accordance with paint manufacturer's instruction or when none, the following shall apply:
 - 1. Aluminum: Remove surface contamination by high-pressure water.
 - 2. Concrete Floors: Remove dirt, loose mortar, scale, powder and other foreign matter by high pressure water.
 - 3. Concrete and Concrete Masonry: Remove dirt, loose mortar, scale, powder and other foreign matter by high pressure water.
 - 4. Stucco and Plaster: Fill hairline cracks, small holes and imperfections with patching plaster. Smooth off to match adjacent surfaces. Wash and neutralize high alkali surfaces where they occur.
 - 5. Unprimed Steel and Iron: Remove grease, rust, scale, dirt, and dust by wire brushing, sandblasting, or other necessary methods.
 - 6. Shop Primed Steel: Sand and scrape to remove loose primer and rust. Feather out edges to make touch-up patches inconspicuous. Clean surfaces. Prime bare steel surfaces.
 - 7. Wood and Millwork: Sandpaper to smooth even surface. Wipe off dust and grit prior to priming.
 - 8. Mildew: Remove by scrubbing with solution of tri-sodium phosphate.
- C. Bar and cover pipes, ducts, hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work shall be cleaned prior to priming.
- D. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer of the same or equal quality.
- E. Prior to painting, wood windows and doors to receive light sanding only.

5. APPLICATION

- A. Apply paint by spray, unless alternate method of application is required by manufacturer, these specifications, or otherwise accepted by the Project Manager. Final coat for indoor painting shall be hand rolled.
- B. Apply each coat at proper consistency.
- C. Tint each coat of paint slightly darker than preceding coat.
- D. Sand lightly between coats to achieve required finish.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

- E. Do not apply finishes on surfaces that are not sufficiently dry.
- F. Allow each coat to finish drying before following coats are applied, unless directly stated by the manufacturer.
- 6. MECHANICAL AND ELECTRICAL EQUIPMENT**
- A. Remove grilles, covers, and access panels for mechanical and electrical systems from location and paint separately.
- B. Finish paint primed equipment with color selected by the Project Manager.
- C. Prime and paint insulated and bare pipes, conduits, boxes, insulated and bare ducts, hangers, brackets, collars and supports, except where items are plated or covered with prefinished coating.
- D. Replace identification markings on mechanical or electrical equipment when painted over or spattered.
- 7. CLEANING**
- A. Carefully remove all spattering, spots, and blemishes caused by work under this section from surfaces throughout the project.
- B. Upon completion of painting work, remove all rubbish, paint cans, and accumulated materials resulting from work in each space. All areas shall be left in a clean, orderly condition.
- C. Runs, sags, misses, stains, or other defects in the painted surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, refinished, or repainted as necessary.
- D. During progress of work, keep premises free from unnecessary accumulation of tools, equipment, surplus materials, and debris.
- 8. SURFACES NOT REQUIRING FINISHING**
- A. Stainless steel, brass, bronze, copper, chromium, and anodized aluminum; specially finished articles such as porcelain enamel, plastic coated fabrics, and baked enamel.
- B. Finished projects such as ceramic tile, windows, glass, brick, resilient flooring, acoustical tiles, board and metal tees; other architectural features, such as finish hardware, furnished in aluminum, bronze or plated ferrous metal, pre-finished panels, or other items that are installed pre-finished.
- C. Exclude all surfaces adjacent to building exterior including but not limited to railings not directly attached to building, bike racks, light poles, concrete floors, landscape curbs, and planter walls located on the north side of City Hall East.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

9. PRODUCTS

ACCEPTABLE PAINT – Project Manager shall provide paint specifications for each job. CONTRACTOR shall recommend specific products and product supplier for Project Manager approval.

10. MATERIALS

Paints: Provide ready-mixed, except field-catalyzed coatings. Pigments shall be fully ground maintaining soft paste consistency, capable of being readily and uniformly dispersed to complete homogenous mixture. Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks and sags.

11. SUBMITTALS

- A. Product Data: Submit description of physical properties of coatings including solids content and ingredient analysis, VO content, temperature resistance, typical exposures and limitations, and manufacturer's standard color chips.

- B. Samples: Submit 8-inch square drawdowns or brush-outs of topcoat finish when requested. Identify each sample as to finish, formula, color name and number, sheen name and gloss units.

- C. Manufacturer's Instructions: Submit:
 - 1. Special requirements for transportation and storage.
 - 2. Mixing instructions.
 - 3. Shelf life.
 - 4. Pot life of material.
 - 5. Precautions for applications free of defects.
 - 6. Surface preparations.
 - 7. Method of applications.
 - 8. Recommended number of coats.
 - 9. Recommended thickness of each coat.
 - 10. Recommended total thickness.
 - 11. Drying time of each coat, including prime coat.
 - 12. Required prime coat.
 - 13. Compatible and non-compatible prime coats.
 - 14. Recommended thinners, when recommended.
 - 15. Limits of ambient conditions during and after application.
 - 16. Time allowed between coats.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

17. Required protections from sun, wind, and other conditions.
18. Tough-up requirements and limitations.
19. Material Safety Data Sheet.

12. QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable codes and regulations of governmental agencies having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with the Specifications, comply with the more stringent provisions.
 1. Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency.
 2. Regulatory changes may affect the formulations, availability of use of specific coatings. Confirm availability of coatings to be used prior to job going out to bid and before start of painting project.
- B. Products: First line or best grade.
- C. Materials for each paint system: By single manufacturer.
- D. Applicator Qualifications: Applicator of products similar to specified products with minimum 3 years experience.
- E. Field Sample: As directed by the Project Manager, prepare one complete coating system panel or section for each color, gloss and texture required. When approved, the sample panel areas will be deemed incorporated into the Work, and will serve as the standards by which the subsequent work of this Section will be judged.
- F. All work shall be subject to approval by the project Manager. The contractor, at their expense, shall correct any work that is determined to be unsatisfactory or does not conform to these specifications.

13. PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products in accordance with manufacturers recommendations.
- B. Remove unspecified and unapproved paints from Project Site immediately.
- C. Deliver container with labels identifying the manufacturer's name, brand name, product type, batch number, date of manufacturer, expiration date or shelf life, color, and mixing and reducing instructions.
- D. Store coatings in well-ventilated facility that provides protections from the sun, weather, and fire hazards. Maintain ambient storage temperature

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

between 45 and 90 degrees Fahrenheit, unless otherwise recommended by the manufacturer.

- E. Take precautions to prevent fire and spontaneous combustion.

14. REIMBURSEABLES

- A. CONTRACTOR shall be reimbursed for project paint approved per Section 9 for the store invoice only.
- B. CONTRACTOR shall only be reimbursed for Project Manager approved rental lift systems. Reimbursement shall be for rental invoice for the approved lift system only.

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 Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for 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, the following: City of Oceanside Business License and Construction Water Meter.

GENERAL

MOBILIZATION/DEMOBILIZATION

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION

CONTRACTOR shall be responsible for Public Notifications.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

TRAFFIC CONTROL

1. Vehicular and Pedestrian Access. 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 seventy-two (72) 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.

2. 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.

3. 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.

4. 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.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

PAINTING SERVICES

EXHIBIT A. SCOPE OF WORK

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each location, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

PAINTING SERVICES

EXHIBIT B. UNIT PRICES

| Item | Description | Unit Price |
|------|--|---------------------------------|
| | Exterior, prep and one coat primer and one flat wall coat finish | |
| 1. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | 75¢ |
| 2. | Stucco (Unit price is per square foot). | 75¢ |
| | Exterior, prep and one coat primer. | |
| 3. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | 50¢ |
| 4. | Stucco (Unit price is per square foot). | 50¢ |
| | Exterior, prep and spot primer | |
| 6. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | 38¢ |
| 7. | Stucco (Unit price is per square foot). | 38¢ |
| 8. | Exterior letters and numbers, prep and one coat primer and one gloss coat finish. (Unit price is per letter/number). | 70¢ to \$9.00 depending on size |
| 9.. | Railings, prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | \$1.50 |
| 10. | Pipes (Including fasteners), prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | \$3.00 |
| 11. | Windows, prep and one coat primer and one coat oil based high gloss. (Unit price is per square foot). | \$3.00 |
| 12. | Windows, one coat oil based high gloss. (Unit price is per square foot). | \$2.00 |

PAINING SERVICES

EXHIBIT B. UNIT PRICES

| | | |
|-----|--|-----|
| 13. | Interior, prep and one coat scrubable paint. (Unit price is per square foot). | 65¢ |
| 14. | Interior, prep and one coat cleanable paint. (Unit price is per square foot). | 60¢ |
| 15. | Interior, prep and one coat enamel paint. (Unit price is per square foot). | 70¢ |
| 16. | Paint. (Unit price is expressed as a percentage add-on to your paint invoice per job). | 0% |
| 17. | Lift System*. (Unit price is expressed as a percentage add-on to your rental invoice per job). | 0% |

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: LANDSCAPE SERVICES

THIS AGREEMENT dated _____, 2009 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Del Oro Landscaping, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, 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. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express 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 Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2009 and ending on June 30, 2010, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
 - 3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to

LANDSCAPE SERVICES

Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. 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.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

| | |
|--------------------------------------|---------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000* |

Commercial General Liability Insurance
(bodily injury and property damage)

| | |
|--|--------------|
| General limit per occurrence | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |

| | |
|---------------------------------------|--------------|
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |
|---------------------------------------|--------------|

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage

LANDSCAPE SERVICES

provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY 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.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 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.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this 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.

4.10 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 this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. 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 negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors,

LANDSCAPE SERVICES

or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. **COMPENSATION.**

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Two Hundred Seventy-two Thousand dollars (\$272,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. **SPECIAL PROVISIONS.**

8.1 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.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box,"

LANDSCAPE SERVICES

"planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, sex, national origin, age ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

LANDSCAPE SERVICES

Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

LANDSCAPE SERVICES

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect Janitorial Contract operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager daily.

10. ENTIRE AGREEMENT. This Agreement 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.

11. 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 CITY.

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.

LANDSCAPE SERVICES

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.

12. 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.

13. 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 on the dates set below.



RDO Landscaping

City Manager



RDO Landscaping

Approved as to form:



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL PURPOSE
Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF San Diego

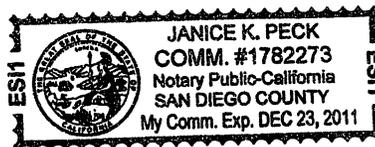
On May 20, 2009 before me, Janice K. Peck, Notary Public,
personally appeared _____
Richard Kirk & Uriel Espinoza

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are sub-
scribed 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice K. Peck



OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document Professional Services Agreement

Document Date _____ Number of Pages 16

Signer(s) Other Than Named Above _____

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

Landscape services such as trimming, pruning, edging, weed control, plant replacements, irrigation repair and installation, erosion control measures, trash cleanup and removal. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. There are no guaranteed quantities of work. The type and amount of landscape services the City requires during the term of this Agreement could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

WORK SPECIFICS

1. Hourly Rate is the cost per item "by the hour" for less than a full days work (8 hours) during normal business hours. A normal business work day is defined as eight work hours Monday-Friday between the hours of 7:00 a.m. till 5:00 p.m. Pacific Standard time and until 6:00 p.m. Pacific Daylight Savings Time and four work hours between 8:00 a.m. to noon on Saturdays.

2. Overtime Rate is the cost per item per hour in excess of a full work day or work required to be preformed outside the normal work day hours. Project Manager must approve all overtime hours prior to working them.

3. Daily Rate is the cost per eight hour day.

4. Weekends and Holidays will be paid at the Overtime rate.

5. Equipment cost shall include all cost associated with the equipment, including but not limited to: operator cost, required set-up, tear down and delivery cost, fuel, maintenance and repair cost.

6. Tree replacement cost shall include all labor, equipment and materials necessary to plant the specific sized tree provided by the City to the job site.

7. Erosion control materials cost shall include the cost of material, labor to install and any other associated cost with their installation.

The City defines manual laborer and foreman as follows:

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

Manual Laborer*

Operates power equipment not limited to weed eaters, blowers, power hedgers, brush hog mower, stump grinder & chipper.

Manually pulls weeds & maintains landscape.

Trench & backfill for irrigation or drains lines.

Installs erosion control, not limited to straw wattles, gravel bags & silt fence.

*Hourly cost includes CONTRACTOR providing the necessary power equipment (Weed eaters, blowers, power had tools, etc.) and landscape hand tools (Rakes, shovels, brooms, hedge trimmers, etc.)

Foreman

Oversees daily work schedule and assigned crews#.

Operates power equipment not limited to weed eaters, blowers, power hedgers, brush hog mower, stump grinder & chipper.

Manually pulls weeds & maintains landscape.

Trench & backfill for irrigation or drains lines.

Installs erosion control, not limited to straw wattles, gravel bags & silt fence.

Operates tractor, bobcat & all vehicles.

Install complete irrigation including controllers & troubleshooting for repairs.

Foreman to manual labor ratio will be established per job by Project Manager.

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 "C-27" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for 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, the following: City of Oceanside Business License and Construction Water Meter.

LANDSCAPE SERVICES
EXHIBIT A. SCOPE OF WORK

GENERAL:

MOBILIZATION/DEMOBILIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

access/ and/or “no parking”. All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary “No Parking Tow Away Zone” signs shall have exact dates and times of construction and/or “no parking” marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday”. Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR’s expense.

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. 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 seventy-two (72) 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.

2. 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.

3. 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.

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

4. 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.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

LANDSCAPE SERVICES

EXHIBIT B. UNIT PRICES

| <u>Item</u> | <u>Product Description</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> | <u>Daily Rate</u> |
|-------------|---|--------------------|----------------------|-------------------|
| 1. | Manual labor | \$22.00 | \$31.00 | \$176.00 |
| 2. | Foreman | \$25.00 | \$37.50 | \$200.00 |
| 3. | Qualified Applicators certified to apply any allowed herbicide or pesticides. (With full PPE) | \$35.00 | \$42.75 | \$280.00 |
| 4. | Truck up to one ton. | N/C | | |
| 5. | Truck, flat bed, dump, one ton | \$15.00 | \$15.00 | \$200.00 |
| 6. | Tractor with disk or mower | \$50.00 | \$50.00 | \$400.00 |
| 7. | Truck & chipper | \$40.00 | \$40.00 | \$320.00 |
| 8. | Stump grinder | \$25.00 | \$25.00 | \$200.00 |
| 9. | Brush mower | \$12.00 | \$12.00 | \$96.00 |
| 10. | Trencher | \$25.00 | \$25.00 | \$200.00 |
| 11. | Bobcat | \$48.00 | \$48.00 | \$384.00 |
| 12. | Plant replacement (5 gallon tree w/ 2-8'x2" lodge pole stakes) | \$25.00 | | |
| 13. | Plant replacement (15 gallon tree w/ 2-10'x2" lodge pole stakes) | \$90.00 | | |
| 14. | Plant replacement (24" box tree w/ 2-10'x2" lodge pole stakes) | \$250.00 | | |

LANDSCAPE SERVICES

EXHIBIT B. UNIT PRICES

| | | <u>Cost per item</u> | | |
|-----|--|--------------------------|--|--|
| 15. | Straw wattles w/ 18" stakes (8 per wattle) per wattle placed | \$47.00 | | |
| 16. | 16" 3/4" Gravel Bags per bag placed | \$1.50 | | |
| 17. | Staked Silt Fence per roll placed | \$107.00 | | |
| 18. | Straw bales w/ (2) 4' stakes each per bale placed | \$12.00 | | |
| 19. | 6-mil visqueen for spillways w/ staples per roll placed | \$484.00 | | |
| 20. | Straw blanket w/ HD staples per roll placed | \$128.00 | | |
| 21. | Jute netting w/staples per roll placed | \$91.00 | | |

EXHIBIT B

BID SCHEDULES

CONCRETE REPAIR

| | | <u>PAGE</u> |
|----------------------|----------------|-------------|
| King Masonry | Vista, CA. | 1 |
| Doherty Concrete | Oceanside, CA. | 2 |
| J. Leon Construction | Oceanside, CA. | 3 |

Painting Services

| | | |
|----------------------------------|----------------|---|
| H. L. Mahoney Painting | Oceanside, CA. | 4 |
| Industrial Coating & Restoration | Oceanside, CA. | 5 |
| Painting and Décor LTD | Orange, CA. | 6 |

Landscape Services

| | | |
|------------------------|----------------|---|
| RDO Landscaping | Oceanside, CA. | 7 |
| McKowski's Maintenance | Poway, CA. | 8 |

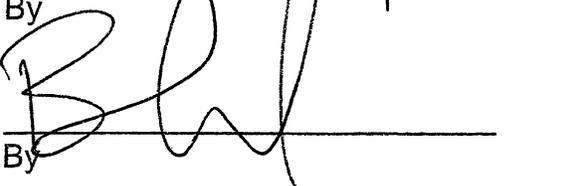
Concrete Repair FY 2009-10

2.17 BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------------------------|
| 1. | Concrete Sidewalk (1 - 100 square feet) | \$ 675.00 <small>minimum</small> |
| 2. | Concrete Sidewalk (101 - 200 square feet) | \$ 8.95 # |
| 3. | Concrete Sidewalk (201 - 300 square feet) | \$ 7.95 ✓ |
| 4. | Concrete Sidewalk (301 - 500 square feet) | \$ 6.95 ✓ |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | \$ 5.95 ✓ |
| 6. | Concrete Curb & Gutter (1 - 15 linear feet) | \$ 49.00 |
| 7. | Concrete Curb & Gutter (16 - 30 linear ft) | \$ 35.00 ✓ |
| 8. | Concrete Curb & Gutter (31 In ft and over) | \$ 31.00 ✓ |
| 9. | Concrete Driveway Approach (6" thick) | \$ 10.50 |
| 10. | Concrete Driveway Approach (8" thick) | \$ 10.80 |
| 11. | Concrete Cross Gutter (8" thick) | \$ 10.80 ✓ |

King Masonry 899335
CONTRACTOR

1137 oak dr Vista CA 92081
Address

Brad Grander president
By 

Address

(760) 727-8830
Telephone Number

Concrete Repair FY 2009-10

2.17 BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> | |
|-------------|---|-------------------|---|
| 1. | Concrete Sidewalk (1 - 100 square feet) | # 9.25 | |
| 2. | Concrete Sidewalk (101 - 200 square feet) | # 8.00 | ✓ |
| 3. | Concrete Sidewalk (201 - 300 square feet) | # 7.95 | ✓ |
| 4. | Concrete Sidewalk (301 - 500 square feet) | # 7.15 | |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | # 5.97 | |
| 6. | Concrete Curb & Gutter (1 - 15 linear feet) | # 42.50 | ✓ |
| 7. | Concrete Curb & Gutter (16 - 30 linear ft) | # 35.00 | ✓ |
| 8. | Concrete Curb & Gutter (31 In ft and over) | # 32.50 | |
| 9. | Concrete Driveway Approach (6" thick) | # 8.00 | ✓ |
| 10. | Concrete Driveway Approach (8" thick) | # 8.25 | ✓ |
| 11. | Concrete Cross Gutter (8" thick) | # 12.00 | |

Doherty Concrete
CONTRACTOR

1302 Crestridge Dr oceanside
Address

Charlie Doherty
By

2850 INDUSTRY RD oceanside
Address


By

760 535 9895
Telephone Number

Concrete Repair FY 2009-10

2.17 BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|---|-------------------|
| 1. | Concrete Sidewalk (1 - 100 square feet) | 10.50 |
| 2. | Concrete Sidewalk (101 - 200 square feet) | 8.75 |
| 3. | Concrete Sidewalk (201 - 300 square feet) | 8.50 |
| 4. | Concrete Sidewalk (301 - 500 square feet) | 8.00 |
| 5. | Concrete Sidewalk (501 sq. ft. and over) | 7.75 |
| 6. | Concrete Curb & Gutter (1 - 15 linear feet) | 55.00 |
| 7. | Concrete Curb & Gutter (16 - 30 linear ft) | 35.00 |
| 8. | Concrete Curb & Gutter (31 In ft and over) | 35.00 |
| 9. | Concrete Driveway Approach (6" thick) | 9.00 |
| 10. | Concrete Driveway Approach (8" thick) | 9.50 |
| 11. | Concrete Cross Gutter (8" thick) | 15.00 |

J. LEÓN CONSTRUCTION
CONTRACTOR

By Javier M. León

By _____

4785 N. RIVER RD.
Address OCEANSIDE, CA 92057

Address _____

760-594-2919
Telephone Number _____

4.23 BID SCHEDULE

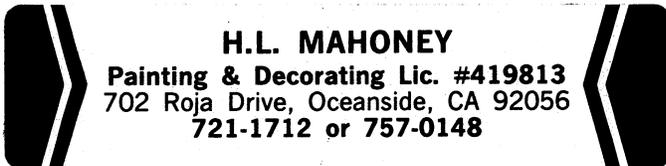
| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|--|-------------------------------------|
| | Exterior, prep and one coat primer and one flat wall coat finish | |
| 1. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .75 |
| 2. | Stucco (Unit price is per square foot). | .75 |
| | Exterior, prep and one coat primer. | |
| 3. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .50 |
| 4. | Stucco (Unit price is per square foot). | .50 |
| | Exterior, prep and spot primer | |
| 6. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .38 |
| 7. | Stucco (Unit price is per square foot). | .38 |
| 8. | Exterior letters and numbers, prep and one coat primer and one gloss coat finish. (Unit price is per letter/number). | .70 to 9.00 Depending on size |
| 9.. | Railings, prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | 1.50 |
| 10. | Pipes (Including fasteners), prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | 3.00 |
| 11. | Windows, prep and one coat primer and one coat oil based high gloss. (Unit price is per square foot). | 3.00 |
| 12. | Windows, one coat oil based high gloss. (Unit price is per square foot). | 2.00 |

BID SCHEDULE

PAINTING SERVICES 2009-10

| | | |
|-----|--|-----|
| 13. | Interior, prep and one coat scrubable paint. (Unit price is per square foot). | .65 |
| 14. | Interior, prep and one coat cleanable paint. (Unit price is per square foot). | .60 |
| 15. | Interior, prep and one coat enamel paint. (Unit price is per square foot). | .70 |
| 16. | Paint. (Unit price is expressed as a percentage add-on to your paint invoice per job). | 0 % |
| 17. | Lift System*. (Unit price is expressed as a percentage add-on to your rental invoice per job). | 0 % |

* If you own your own lift system (s) include the cost to use the system and identify how that cost is arrived at, i.e. hourly, daily, job.



CONTRACTOR

Harold S. Mahoney
By

By

Address

702 Roja ST. O'side
Address

760-721-1712
Telephone Number

4.23 BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|--|-------------------|
| | Exterior, prep and one coat primer and one flat wall coat finish | |
| 1. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | 1.50 |
| 2. | Stucco (Unit price is per square foot). | 1.00 |
| | Exterior, prep and one coat primer. | |
| 3. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .75 |
| 4. | Stucco (Unit price is per square foot). | .75 |
| | Exterior, prep and spot primer | |
| 6. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | 1.50 |
| 7. | Stucco (Unit price is per square foot). | 1.50 |
| 8. | Exterior letters and numbers, prep and one coat primer and one gloss coat finish. (Unit price is per letter/number). | 2.00 |
| 9.. | Railings, prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | 2.00 |
| 10. | Pipes (Including fasteners), prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | 3.00 |
| 11. | Windows, prep and one coat primer and one coat oil based high gloss. (Unit price is per square foot). | 2.00 |
| 12. | Windows, one coat oil based high gloss. (Unit price is per square foot). | 1.50 |

BID SCHEDULE

PAINTING SERVICES 2009-10

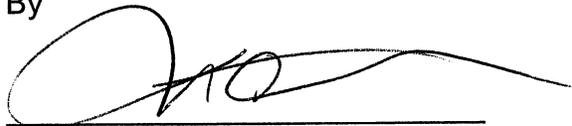
| | | |
|-----|--|------|
| 13. | Interior, prep and one coat scrubable paint. (Unit price is per square foot). | 1.00 |
| 14. | Interior, prep and one coat cleanable paint. (Unit price is per square foot). | 1.00 |
| 15. | Interior, prep and one coat enamel paint. (Unit price is per square foot). | 1.25 |
| 16. | Paint. (Unit price is expressed as a percentage add-on to your paint invoice per job). | 25 % |
| 17. | Lift System*. (Unit price is expressed as a percentage add-on to your rental invoice per job). | 30 % |

* If you own your own lift system (s) include the cost to use the system and identify how that cost is arrived at, i.e. hourly, daily, job.

Industrial Coating - Restoration
 CONTRACTOR 880502

Mahmoud Merzi President

By



By

2534 Oceanside Blvd.
 Address

Oceanside CA 92054

Address

760.500.9264

Telephone Number

BID SCHEDULE

PAINTING SERVICES 2009-10

4.23 BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Unit Price</u> |
|-------------|--|-------------------|
| | Exterior, prep and one coat primer and one flat wall coat finish | |
| 1. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | \$ 1.23 |
| 2. | Stucco (Unit price is per square foot). | \$ 1.23 |
| | Exterior, prep and one coat primer. | |
| 3. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .67 |
| 4. | Stucco (Unit price is per square foot). | .67 |
| | Exterior, prep and spot primer | |
| 6. | Masonry, Concrete, Concrete Block (Unit price is per square foot). | .32 |
| 7. | Stucco (Unit price is per square foot). | .32 |
| 8. | Exterior letters and numbers, prep and one coat primer and one gloss coat finish. (Unit price is per letter/number). | \$ 15.00 |
| 9.. | Railings, prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | \$ 5.50 |
| 10. | Pipes (Including fasteners), prep and one coat primer and two coats oil based high gloss. (Unit price is outside pipe surface area per square foot). | \$ 5.50 |
| 11. | Windows, prep and one coat primer and one coat oil based high gloss. (Unit price is per square foot). | \$ 10.25 |
| 12. | Windows, one coat oil based high gloss. (Unit price is per square foot). | \$ 5.25 |

BID SCHEDULE

PAINTING SERVICES 2009-10

| | | |
|-----|--|-----|
| 13. | Interior, prep and one coat scrubable paint. (Unit price is per square foot). | .71 |
| 14. | Interior, prep and one coat cleanable paint. (Unit price is per square foot). | .71 |
| 15. | Interior, prep and one coat enamel paint. (Unit price is per square foot). | .71 |
| 16. | Paint. (Unit price is expressed as a percentage add-on to your paint invoice per job). | 2 % |
| 17. | Lift System*. (Unit price is expressed as a percentage add-on to your rental invoice per job). | 2 % |

* If you own your own lift system (s) include the cost to use the system and identify how that cost is arrived at, i.e. hourly, daily, job.

Painting and Decor LTD

CONTRACTOR

P.O. Box 5926

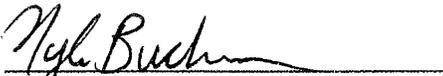
Address

Nyle Buchner, Managing Partner

By

Orange, CA 92863

Address



By

949-888-2565

Telephone Number

Exhibit B

Landscape Services FY 2009-10

3.11 BID SCHEDULE

| <u>Item</u> | <u>Product Description</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> | <u>Daily Rate</u> |
|-------------|---|--------------------|----------------------|-------------------|
| 1. | Manual labor | 22.00 | 31.00 | 176.00 |
| 2. | Foreman | 25.00 | 37.50 | 200.00 |
| 3. | Qualified Applicators certified to apply any allowed herbicide or pesticides. w/ FULL PPE | 35.00 | | 280.00 |
| 4. | Truck up to one ton. | N/C | | — |
| 5. | Truck, flat bed, dump, one ton * | 15.00 | 15.00 | 120.00 |
| 6. | Tractor with disk or mower | 50.00 | 50.00 | 400.00 |
| 7. | Truck & chipper | 40.00 | 40.00 | 320.00 |
| 8. | Stump grinder | 25.00 | 25.00 | 200.00 |
| 9. | Brush mower | 12.00 | 12.00 | 96.00 |
| 10. | Trencher | 25.00 | 25.00 | 200.00 |
| 11. | Bobcat | 48.00 | 48.00 | 384.00 |
| 12. | Plant replacement (5 gallon tree w/ 2-8'x2" lodge pole stakes) | 25.00 | | |
| 13. | Plant replacement (15 gallon tree w/ 2-10'x2" lodge pole stakes) | 90.00 | | |
| 14. | Plant replacement (24" box tree w/ 2-10'x2" lodge pole stakes) | 250.00 | | |

BID SCHEDULE

LANDSCAPE SERVICES 2009-10

| | | <u>Cost per item</u> | | |
|-----|--|----------------------|--|--|
| 15. | Straw wattles w/ 18" stakes (8 per wattle) per wattle placed | 47. ⁰⁰ | | |
| 16. | 16" 3/4" Gravel Bags per bag placed | 1.50 ⁻ | | |
| 17. | Staked Silt Fence per roll placed | 1.07 | | |
| 18. | Straw bales w/ (2) 4' stakes each per bale placed | 12. ⁰⁰ | | |
| 19. | 6-mil visqueen for spillways w/ staples per roll placed | 484. ⁰⁰ | | |
| 20. | Straw blanket w/ HD staples per roll placed | 128. ⁰⁰ | | |
| 21. | Jute netting w/staples per roll placed | 91. ⁰⁰ | | |

Services will be purchased by city staff throughout the fiscal year on an as-needed basis.

RANCHO DIZ ORO LANDSCAPE MAINTENANCE, INC

Company

Uriel Espinoza

By

[Signature]

By

4167 AVENIDA de la PLATA # 109

Address OCEANSIDE, CA. 92056

4167 AVENIDA de la PLATA #109

Address OCEANSIDE, CA

760-726-0215

Telephone Number

Exhibit B

Landscape Services FY 2009-10

3.11 BID SCHEDULE

| <u>Item</u> | <u>Product Description</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> | <u>Daily Rate</u> |
|-------------|---|--------------------|----------------------|-------------------|
| 1. | Manual labor | \$ 19.50 | \$ 29.25 | \$ 156.00 |
| 2. | Foreman | \$ 28.50 | \$ 42.75 | \$ 228.00 |
| 3. | Qualified Applicators certified to apply any allowed herbicide or pesticides. | \$ 28.50 | \$ 42.75 | \$ 228.00 |
| 4. | Truck up to one ton. | \$ 75.00 | \$ 112.50 | \$ 600.00 |
| 5. | Truck, flat bed, dump, one ton | \$ 150.00 | \$ 225.00 | \$ 1200.00 |
| 6. | Tractor with disk or mower | \$ 200.00 | \$ 300.00 | \$ 1600.00 |
| 7. | Truck & chipper | \$ 187.50 | \$ 281.25 | \$ 1500.00 |
| 8. | Stump grinder | \$ 200.00 | \$ 300.00 | \$ 1600.00 |
| 9. | Brush mower | \$ 75.00 | \$ 112.50 | \$ 600.00 |
| 10. | Trencher | \$ 75.00 | \$ 112.50 | \$ 600.00 |
| 11. | Bobcat | \$ 90.00 | \$ 135.00 | \$ 720.00 |
| 12. | Plant replacement (5 gallon tree w/ 2-8'x2" lodge pole stakes) | \$ 56.75 | ⊖ | ⊖ |
| 13. | Plant replacement (15 gallon tree w/ 2-10'x2" lodge pole stakes) | \$ 75.00 | ⊖ | ⊖ |
| 14. | Plant replacement (24" box tree w/ 2-10'x2" lodge pole stakes) | \$ 210.00 | ⊖ | ⊖ |

BID SCHEDULE

LANDSCAPE SERVICES 2009-10

| | | <u>Cost per item</u> | | |
|-----|--|----------------------|--|--|
| 15. | Straw wattles w/ 18" stakes (8 per wattle) per wattle placed | \$45. ¹² | | |
| 16. | 16" ¾" Gravel Bags per bag placed | \$22. ⁷⁰ | | |
| 17. | Staked Silt Fence per roll placed | \$52. ²⁴ | | |
| 18. | Straw bales w/ (2) 4' stakes each per bale placed | \$43. ⁵⁰ | | |
| 19. | 6-mil visqueen for spillways w/ staples per roll placed | \$117. ⁴⁰ | | |
| 20. | Straw blanket w/ HD staples per roll placed | \$78. ⁰⁵ | | |
| 21. | Jute netting w/staples per roll placed | \$71. ¹⁰ | | |

Services will be purchased by city staff throughout the fiscal year on an as-needed basis.

McKawski's Maintenance

Company

By



By

12125 Paine St.

Address

Poway, CA 92064

Address

(858) 679-4700

Telephone Number