



DATE: May 16, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR TRASH REMOVAL,
WEED ABATEMENT AND LANDFILL MAINTENANCE SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Rancho Del Oro Landscaping of Oceanside in the annual amount of \$225,000 for trash removal, weed abatement, landfill maintenance services, and as-needed emergency work as a result of accidents, storms, etc.; and authorize the City Manager to execute the agreement.

BACKGROUND

In an effort to identify potential cost-savings and reduce the budget through privatization, staff solicited proposals from qualified private companies in December 2011 to perform trash removal, weed abatement and landfill maintenance services. These services are currently performed by City staff which consists of four employees and includes trash and weed removal along the City right-of-way, debris collection to support street sweeping operations, removal of illegal dump sites, weed abatement of City-owned parcels, installation of erosion control measures, repair of methane gas extraction lines and soil cap at two closed landfills. Other duties include emergency response to accidents and storms.

Requests for proposals were sent to firms on the City's vendor list, as well as noticed in local newspapers and on the Internet. After receipt of the RFPs, staff compared in-house costs versus contractor costs to see if outsourcing was cost-effective and found it more cost-effective to contract out these services for an annual savings of \$107,000.

The sole benefit of outsourcing this program is cost savings. Possible drawbacks associated with outsourcing are (1) reduction in the level of service to the community by not meeting citizen expectations, (2) reduction in emergency response time, and (3) the need to train current employees who exercise their retreat rights which will create efficiency issues throughout many programs in the Public Works Department.

The privatization of these services will not result in any savings to the General Fund as this program is supported by the Solid Waste Disposal Enterprise Fund which is funded by ratepayers. However, there will be a reduction in City staff and a long-term reduction in

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pension costs which has been a stated City Council goal. Outsourcing of this program will eliminate 4 City employees.

ANALYSIS

City staff costs are provided below and include all labor at the fully burdened rate, materials, tools, equipment and incidentals used to perform these services. The internal service charges are fixed and will continue to be charged to this program, which will provide no additional savings to the City.

• 4 Employees (Maint. Worker IIs - Full Burdened Rate)	\$290,756
• 2 Vehicles - Annual Replacement rate	\$ 10,294
Annual M & O rate	\$ 21,858
• Annual Uniform/Safety Equipment Costs	\$ 1,532
• Trash Bags/Gloves/Hand Tools/Power Tools/Etc.	\$ 7,200
• RCS Radio System Operations Cost	\$ 636
Total \$332,276	
• Internal Service Charge - COC Building Rent/Debt Service	\$ 27,849
• Internal Service Charge - General Administration Allocation	\$ 30,227

Five qualified private companies submitted proposals. Each company's overall qualifications, project understanding and approach, 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 only deciding factor. Exhibit A lists the five companies with their bid amounts. Staff ranked Rancho Del Oro Landscaping first and it was also the low bidder.

The agreement is for a term of two years commencing July 1, 2012, and ending June 30, 2014, for the base agreement price of \$220,128 per year. Included in the agreement is a guaranteed price for emergency work that the City may request, which could potentially increase the agreement value to \$225,000 per year. The City may renew the agreement with the same terms and conditions, except compensation, for two additional one-year terms. The yearly compensation would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego. There are no early termination clauses for the Contractor.

FISCAL IMPACT

The two-year base agreement cost is \$440,256. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However, the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

The Fiscal Year 2012/2013 base agreement cost of \$220,128 will be funded in the Solid Waste – City Services Fund (Fund # 700702731.5305 – Professional Services) after a budget transfer from 700702731.5105 (Regular Employees). This amount could be significantly reduced due to additional budget cuts, and the contractor has agreed to unit prices for all services. Internal service charges which include general administration, building rent and debt service will continue to be charged to this fund as well.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided. The Contractor shall also provide a payment bond (materials and labor) for 100 percent of the agreement price.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

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

RECOMMENDATION

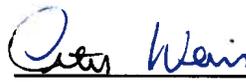
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PREPARED BY:



Kiel Koger
Maintenance and Operations Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Teri Ferro, Financial Services Director

Exhibit A

EXHIBIT A

BID SUMMARY

<u>Bidder</u>	<u>City</u>	<u>Bid Amount (Annual)</u>
1. Rancho Del Oro Landscape	Oceanside	\$220,128
2. Doherty Concrete	Oceanside	\$228,800
3. Singh Group	San Marcos	\$255,590
4. Lopez Works	Trabuco Canyon	\$295,000
5. Cannon Pacific	San Marcos	\$358,565

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PROFESSIONAL SERVICES AGREEMENT

PROJECT: TRASH REMOVAL, WEED ABATEMENT AND LANDFILL MAINTENANCE SERVICES

THIS Agreement is made and entered into this _____ day of _____, 2012, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho del Oro Landscaping, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

3.01 Commencement. The term of this Agreement shall be for a period of two years commencing on July 1, 2012 and terminating June 30, 2014.

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

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

3.03 Termination of Agreement. Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

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

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that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the AGREEMENT.

4. COMPENSATION.

4.01 CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed Two Hundred Twenty Thousand, One Hundred Twenty-Eight Dollars (\$220,128) per year. Agreement Unit Prices and Unit Cost Schedule are set forth in Exhibit "C" attached hereto and by this reference made part of this Agreement. Total AGREEMENT cost plus any additional work shall not exceed \$225,000.

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

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

Definitions:

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

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

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

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

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Percent change in the CPI: The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period from January 1 through December 31, 2013 for the third year renewal and January 1 through December 31, 2014 for the fourth year renewal.

Rent Adjustment Formulas:

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

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

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

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

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

- (a) "Payment Bond" (material and labor bond) that meets the requirements of California Civil Code section 3248, for 50 percent of the agreement award (1 year) to satisfy claims of material suppliers, mechanics, and laborers employed by CONTRACTOR on the work that is the subject of the agreement. The "Payment Bond" must be renewed for the additional 50 percent of the contract award by January 1, 2013, prior to starting the second year.

6. INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence \$ 1,000,000

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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.

6.01.2 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 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.

6.01.3 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 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.

6.01.4 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.

6.01.5 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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

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

6.01.8 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.

6.02 Contractor's Indemnification of City. To the greatest extent allowed by law, 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, 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.

6.03 Workers' Compensation. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement. The certification shall be in accordance with sections 6.01.2 through 6.01.8 of this Agreement

7. CHANGED CONDITIONS

7.01.1 The CONTRACTOR shall promptly notify the CITY in writing of any of the following "changed conditions" before the conditions are disturbed:

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- (a) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing materially from those indicated in the AGREEMENT.
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.

7.01.2 The Project Manager shall promptly investigate the conditions set forth in the CONTRACTOR's notice. If the Project Manager determines that there is a changed condition which causes a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, a change order shall be issued in accordance with the procedures set forth in Section 12. If the Project Manager determines that the conditions set forth in the CONTRACTOR's notice do not entitle the CONTRACTOR to a change order, then the CONTRACTOR will be advised of the determination in writing.

7.01.3 In the event that a dispute arises between the CITY and the CONTRACTOR as to whether there is a changed condition which entitles the CONTRACTOR to a change order, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT in accordance with the Disputed Work provisions set forth in Section 13. Any claim or dispute by the CONTRACTOR shall be submitted to the Project Manager in accordance with Section 13. The CONTRACTOR shall retain any and all rights provided by law which pertain to the resolution of disputes and protests between the CITY and the CONTRACTOR.

8. SITE SAFETY AND PROTECTION OF IMPROVEMENTS

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

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site:

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- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the AGREEMENT, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

8.01.2 The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, except as is otherwise provided in California Government Code Section 4150.

8.01.3 In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Project Manager. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

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

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

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label. The CONTRACTOR shall notify the Project Manager if a specified product cannot be used under safe conditions.

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9. TRAFFIC CONTROL

The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the City Engineering Department.

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 City Engineering Department.

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 City Engineering Department.

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

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.

10. PREFERENCES FOR MATERIALS

Whenever any particular material, process, or equipment is indicated in the AGREEMENT by patent, proprietary or brand name or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated. Unless the CONTRACTOR clearly indicates in its Proposal that it intends to offer an "equal" product, the Proposal shall be considered as offering the brand name product.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall, at its expense, have

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the material tested as required by the Project Manager to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function, and will sufficiently match other products in use by the CITY on similar landscape and janitorial projects.

Test methods shall be subject to the approval of the Project Manager. Test results shall be reported promptly to the Project Manager, who will evaluate the results and determine if the substitute item is equivalent.

All data and test results submitted by the CONTRACTOR in substantiation of the offered substitute shall be submitted to the Project Manager within thirty-five (35) days after the Notice of Award, unless such submittal date is extended in writing by the Project Manager. The Project Manager shall make a determination to the CONTRACTOR, within ten (10) working days after the CONTRACTOR submits all substantiation of the offer, as to whether or not the offered substitution may be used in the performance of the AGREEMENT. A failure by the Project Manager to issue a written determination to the CONTRACTOR within said ten (10) working days shall be deemed to be a rejection of the offered substitute. The Project Manager's determination shall be final. CONTRACTOR shall not make installation and use of a substitute item unless and until approved by the Project Manager.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material at the price set forth in the Proposal Schedule.

11. CONTROL OF MATERIALS

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

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

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

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

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

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

12. CHANGES IN WORK

12.01.1 Contents of Change Proposals, Change Orders, and Claims. Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the authorized representative of the CONTRACTOR and shall include the information set forth in this Subsection 12.01.1 below. A Change Order issued by the CITY shall be signed by the Project Manager and contain the information set forth in this Subsection 12.01.1 below:

- (a) The project name and number;
- (b) Detailed description of the change or claim;
- (c) The reason for the change or claim; and,
- (d) The increase or decrease in dollar value of the AGREEMENT price resulting from the change or claim, or the method of determining compensation for the change or claim.

12.01.2 Contractor Initiated Changes. The CONTRACTOR may request changes in specific methods of services provided, or changes in the Plans and Special Provisions, by submitting written AGREEMENT Change Proposals to the Project Manager.

The Change Proposal shall be reviewed by the Project Manager, and may be approved by the Project Manager if the change does not materially affect the Work, the change is not detrimental to the Work or the interests of the CITY, and the

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request is received by the Project Manager within ten (10) working days of the start of the condition which caused the change. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand approval of Change Proposals.

12.01.3 CITY Initiated Changes. The CITY may order a change to the Work, if the change is within the scope of work, by written Change Order signed by the Project Manager. The Change Order shall include the information set forth in Subsection 12.01.1 above.

The CONTRACTOR shall promptly and diligently perform in accordance with the AGREEMENT as amended by the Project Manager.

The CONTRACTOR shall, within ten (10) working days of a written request by the Project Manager, submit a proposed change (in accordance with Subsection 12.01.1 above) in AGREEMENT Price which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the CITY and CONTRACTOR in order to reach an agreement as to the impact of the Change Order upon the AGREEMENT Price. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of AGREEMENT Price shall not relieve the CONTRACTOR of its obligation to perform in accordance with the AGREEMENT.

12.01.4 Change of AGREEMENT Price.

- (a) If a change to the Work is covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT then the applicable Agreement Unit Prices or Stipulated Unit Prices shall govern the increase or decrease to the AGREEMENT Price.
- (b) If a change to the Work is not covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT, then the increase or decrease to the AGREEMENT Price shall be the Cost of the Work to the CONTRACTOR calculated in accordance with Subsection 12.01.5 below, unless otherwise agreed in writing between the CITY and the CONTRACTOR.

12.01.5 Cost of the Work.

- (a) **Daily Reports.** In order to be entitled to an adjustment to AGREEMENT Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this "Cost of the Work" section, the CONTRACTOR shall submit a daily report to the Project Manager in a form subject to the review and approval of the Project Manager. The daily report

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shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Project Manager by 4:00 p.m. of the next workday. The CONTRACTOR and the Project Manager shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:

- 1) The names, classifications, and hours of all laborers;
 - 2) The quantities and types of materials used;
 - 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable;
 - 4) Any other costs for services and expenditures allowable under this Subsection 12.01.5.
- (b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.
- (c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.
- (d) **Equipment Rental.** Equipment Rental shall include the actual direct rental costs of equipment used on the extra work.
- (e) **Other Items.** The CITY may, in its discretion, authorize the direct costs of other items required for the extra work; to the extent those other items are not covered under markup or Subcontractor Work.
- (f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this Subsection 12.01.5. The markup shall cover all indirect costs including but not limited to bond and insurance

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premiums, office overhead, and the purchasing or renting of small tools and equipment.

- (g) **Subcontractor's Work.** In order for the CONTRACTOR to be entitled to an adjustment in the AGREEMENT Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with Subsections 12.01.5(a) through 12.01.5(f) above for the subcontractor's work. The CONTRACTOR shall be entitled to a markup on the subcontractor's costs (direct and markup) equal to ten percent (10%) on the first two-thousand (\$2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand (\$2,000) dollars of the subcontractor's costs.

13. CLAIMS AND DISPUTES

13.01.1 Claims for Additional Compensation. If the CONTRACTOR wishes to make a Claim for additional compensation, the CONTRACTOR shall submit a written claim to the Project Manager within ten (10) working days of the start of the condition which caused the purported increase in AGREEMENT price. The Claim shall include all the information required by Subsection 12.01.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Subsection 12.01.5.

The Project Manager shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Subsections 12.01.4 and 12.01.5.

13.01.2 Disputed Work. In the event that a dispute arises between the CITY and the CONTRACTOR as to the interpretation of AGREEMENT, including change orders, or the compensation for Work, the CONTRACTOR shall not be excused from any Work provided for by the AGREEMENT and shall diligently proceed with all work to be performed under the AGREEMENT. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the CITY unless otherwise agreed to in writing. The CITY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the CITY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

13.01.3 Resolution of Disputed Claims: Administrative Review and Civil Action Procedures.

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1. Definition.

(a) For the purpose of this Section, "claim" means a separate demand by the CONTRACTOR for (A) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the AGREEMENT and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to, or (B) an amount the payment of which is disputed by the CITY.

2. Administrative Review By CITY.

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by AGREEMENT for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the CITY shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the CITY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

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(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

(d) If the CONTRACTOR disputes the CITY's written response, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY's response or within fifteen (15) days of the CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the CITY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

3. Civil Action Procedures.

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be conclude within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen-day (15) period, any party may petition the court to appoint the mediator.

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(b) (1) If the matter remains in disputes, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3, (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equal by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

14. SUSPENSION OF WORK

14.01.1 General. The Work may be suspended in whole or in part when determined by the Project Manager that the suspension is necessary in the interest of the CITY. The CONTRACTOR shall comply immediately with any written order of the Project Manager suspending Work.

14.01.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Project Manager. When resumed, excavation operations within the area of discovery shall be as directed by the Project Manager. Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils.

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The CONTRACTOR may be entitled to an extension of time and compensation for suspension of Work in accordance with the provisions of Subsection 13.01.2.

15. EMERGENCY RESPONSE

Upon verbal, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the AGREEMENT, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated in accordance with Subsection 12.01.5. In the event CONTRACTOR fails to institute corrective action within **one (1) hour**, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the AGREEMENT.

16. SUBSTANDARD PERFORMANCE

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

17. LIQUIDATED DAMAGES

Failure of the CONTRACTOR to complete the services, including the timely submission of schedules, maps, charts and permits as proscribed within the AGREEMENT will result in damages being sustained by the CITY, regardless of whether CITY funds are expended and later recouped from the CONTRACTOR, to complete the services. Such damages are, and will continue to be, impracticable and extremely difficult to determine. A Substandard Performance notification issued in accordance with Section 16 shall serve as the CITY's initial notification to CONTRACTOR of potential damage. In the event the CITY issues a second Substandard Performance notification in accordance with Section 16 for any reason, within a thirty (30) day period or a third Substandard Performance notification in accordance with Section 16 for any reason, within a ninety (90) day period the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of **five percent (5%)** of the monthly AGREEMENT compensation.

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

18. DEFAULT BY CONTRACTOR

If, in the opinion of the Project Manager, there is a reasonable doubt as to the CONTRACTOR's ability to complete performance under the AGREEMENT or the CONTRACTOR is not complying in good faith with the terms of the AGREEMENT, or in the event of a breach of a material requirement of the AGREEMENT, the CONTRACTOR shall be in default of the AGREEMENT.

Upon default, the CITY shall give written notice to the CONTRACTOR and the Surety of the Faithful Performance Bond to cure the default within five (5) working days of the notice or, if more than five (5) working days are reasonably required to cure the default, the notice shall require adequate assurance of due performance within five (5) working days. At a minimum, adequate assurance shall consist of CONTRACTOR's actual performance in accordance with the AGREEMENT, and written documentation of CONTRACTOR's demands for performance to subcontractors and suppliers, and the subcontractor's and supplier's written acknowledgement thereof. If the CONTRACTOR complies with the notice, the AGREEMENT shall remain in full force and effect.

If the Surety gives the CITY written notice that the Surety will assume control and perform the work as successor to the CONTRACTOR, the Surety shall be responsible for completion of all CONTRACTOR obligations under the AGREEMENT and the Surety shall be entitled to all compensation owed to the CONTRACTOR under the AGREEMENT.

If the CONTRACTOR or its Surety does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the CITY may exclude both the CONTRACTOR and its Surety from the premises and take possession of all materials and equipment, and complete the Work by any means allowable under the law.

CITY may also terminate the AGREEMENT upon written notice to CONTRACTOR in the event that:

- (a) CONTRACTOR shall voluntarily file or have involuntarily filed against it any protection under any bankruptcy or insolvency act or law; or,

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**TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES**

- (b) CONTRACTOR shall be adjudicated a bankruptcy; or,
- (c) CONTRACTOR shall make a general assignment for the benefit of creditors.

In the event of an exclusion of the CONTRACTOR and the Surety from the premises, the CONTRACTOR shall not be entitled to receive any further payment until the work is completed. The CONTRACTOR shall be paid the actual amount due in accordance with the AGREEMENT for the amount of work performed at the time of exclusion, less damages caused to the CITY by the CONTRACTOR's default.

The cost to the CITY of completing the work, including any administrative costs and attorney's fees, shall be called "Completion Costs." Completion Costs shall be deducted from any money due or becoming due to the CONTRACTOR under the AGREEMENT. If the sums under the AGREEMENT are insufficient for the CITY to pay Completion Costs, the CONTRACTOR shall pay the CITY the amount of such unpaid Completion Costs within ten (10) working days of receipt of written certification by the CITY of the amount owed.

The provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

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

20. PERMITS. CONTRACTOR shall, obtain and maintain throughout the term of this Agreement any and all permits, licenses, and other authorizations necessary to perform the work.

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

22. 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 CITY. 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

CITY OF OCEANSIDE

**TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES**

work in connection with this project, and all shall be subject to the approval of the CITY.

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

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

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

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

25. 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.

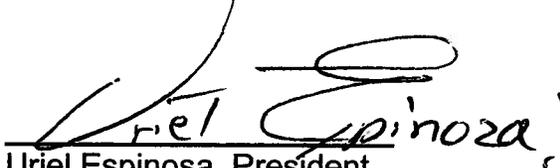
CITY OF OCEANSIDE

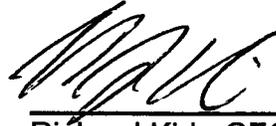
**TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
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26. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this ____ day of _____, 2012.

CONTRACTOR


Uriel Espinosa, President
RDO Landscaping, Inc.


Richard Kirk, CFO/Secretary
RDO Landscaping, Inc.

91-2124481
Employer ID #

CITY

Peter A. Weiss
City Manager

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 April 6, 2012 before me, Janice K. Peck, Notary Public,
personally appeared _____
Uriel Espinoza & Richard Kirk

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 _____

Signer(s) Other Than Named Above _____

**CITY OF OCEANSIDE
TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES
EXHIBIT A – SCOPE OF WORK**

SCOPE OF WORK

The CONTRACTOR's primary responsibility is to provide trash cleanup and weed removal along the city right-of-way, debris collection to support street sweeping operations, weed abatement of city-owned parcels, installation of erosion control measures, repair of methane gas extraction lines and soil cap at two closed landfills and any other duties assigned by the project manager such as emergency response, debris removal in alleys and waterways and customer complaint response. The specifics that follow shall serve to define this prime directive.

The CONTRACTOR shall provide a sufficient work force of manual laborers daily from 7:00 a.m. to 3:30 p.m. for the AGREEMENT. All employees shall carry a cell phone. **The CONTRACTOR shall provide an emergency phone number for after hours to respond to immediate requests.**

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

1. **MAINTENANCE SCHEDULES.**

a. **SCHEDULE.** Daily work schedules will be provided to the CONTRACTOR by the CITY (See Exhibit B). From time-to-time events, both planned and emergency may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the CITY.

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

Emergency work, when directed by the CITY, shall be completed as soon as possible and will be charged as an extra.

The CONTRACTOR shall provide a sufficient work force of manual laborers daily from 7:00 a.m. to 3:30 p.m. to complete the work as specified.

All manual laborers shall be able to perform the following:

- Pick-up trash and pull weeds.
- Use hand tools such as rakes, shovels and brooms.
- Operate power equipment such as weed whips, blowers, power hedgers and chainsaws.

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TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES
EXHIBIT A – SCOPE OF WORK**

- Operate small construction equipment such as a backhoe, skiploader, etc...
- Install erosion control measures such as straw wattles, gravel bags and silt fence.
- Trench and backfill for gas extraction lines, spread mulch and backfill eroded areas.
- Possess an appropriate, valid driver's license.
- Communicate both verbally and in writing in proficient English.

CONTRACTOR shall be required to respond to CITY service requests, safety issues and emergencies when notified. An after hours emergency contact number for a supervisor MUST be provided.

3. DEBRIS DISPOSAL. CONTRACTOR shall legally dispose of all debris collected under the performance of this agreement by hauling it to the City of Oceanside Operations Center at 4927 Oceanside Boulevard or La Salina Wastewater Treatment Plant at 1330 South Tait Street. The CONTRACTOR is not responsible for said debris disposal costs as these costs are already included in the City's trash haul agreement with Waste Management.

**CITY OF OCEANSIDE
TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES
EXHIBIT B – ROUTE SCHEDULE**

The routes are scheduled based on needed frequency and are geographically arranged to facilitate completion. Responsibilities include:

- Litter Abatement
- Gutter and Cross Drain Cleaning
- Sidewalk and Parkway Weed Removal
- Illicit Sign Removal
- Bus Stop Maintenance
- Monitoring of Contractual Obligations of Waste Management Curbside Can Service
- Shopping Cart Removal

In addition to this route schedule, various routine responsibilities include:

- Maintenance of the Transfer Ramps and Bins at La Salina Wastewater Treatment Facility
- Maintenance of the Transfer Ramps and Bins at City Operations Center
- Loading Street Sweepings and Maintenance of the Street Sweeping Maintenance Station at City Operations Center
- Aesthetic Maintenance of the Landfill Sites and Gate Closure at Mission Ave Landfill

The responsibilities are split into 2 areas, east and west, with **TEAM 1** being responsible for all complaints from El Camino Real to Pacific St. and **TEAM 2** being responsible for everything east. Complaints will always have priority over the route schedule, with each assigned team leader responsible for maintaining route completion as time allows.

Attention to detail and thoroughness of work is paramount with the declining areas of responsibility Citywide. Teams are expected to spend more time on their routes to ensure the City right of way is kept to the highest standard.

Route Listing

- 1) **Sweep Area 1 – North Townsite, Seaside, Crown Heights and Capistrano Areas** - Assistance to the street sweeping program. Includes cross-drains, pine needles, and parkway maintenance nearby Coast Highway. In the Capistrano area, maintenance along San Raphael and at all of the dead end barricades, including San Luis Rey Dr., Santa Anita/Loretta, etc. (**bi-weekly – 1st and 3rd Mondays**) **Team 1**
- 2) **Sweep Area 2 – South City, I-5 to Pacific Street, south of Wisconsin St.** - Assistance to the street sweeping program. Includes palm frond removal and gutter assistance. Also, right-of-way maintenance along Broadway/South Myers Railroad easements, starting at Morse and Pacific. 400-600 Morse, 1600 Griffin,

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MAINTENANCE SERVICES
EXHIBIT B – ROUTE SCHEDULE**

1600-1800 Freeman, 1600-2000 S. Tremont. **(bi-weekly - 2nd and 4th Mondays)**
Team 1

- 3) Uptown/Downtown Lots and Sidewalks** – All public lots in the beach and downtown areas. Includes the lot at Ditmar and Seagaze, the lots on Tremont St., and the “mulch lots” along Pacific Street. All sidewalk and public right-of-way should be checked and needed maintenance performed from Pacific Street to Coast Highway, Neptune to Seagaze. This includes tree rings and alleyways. **(3x weekly M/W/F)**
Team 2 – Monday, Team 1 - Wednesday/Friday
- 4) Coast Highway North – Harbor Drive to Wisconsin Ave.** – Includes all parkways, sidewalks, and tree wells along Coast Hwy., and one block east and west on each side of the street. Walkway from San Luis Rey Dr. to Monterey Dr. Special attention to “gateways” to Coast Hwy at Harbor, Hwy 76, and Mission Ave. **(1st and 3rd M, every F, and alternating W) Team 1**
- 5) Coast Highway South – Wisconsin Ave. to South City Limits** – Includes all parkways, sidewalks, and tree wells along Coast Hwy., and one block east and west on each side street. 500-700 Godfrey south side. Special attention to the southern City Limits “gateway” at the Buena Vista Lagoon. **(2nd and 4th M, every F, and alternating W) Team 1**
- 6) Mission Ave. – Pacific St. to Mesa Dr.** – All sidewalk and parkway areas. Look for illegal signs. Weeds near Canyon Dr. **(every M) Team 1**
- 7) San Diego Street/Bush/Brooks/Archer/Maxson/Canyon Drive from Mission to Hwy 76/Loretta at Hwy 76** – Mid-town areas including area of the Post Office, and the heavily traveled streets in the Eastside Area. Bush Street Bridge at I-5. Canyon Dr. from Mission to Hwy 76 including the center median and weeds. Right-of-way from Hwy 76 to Loretta St. Remove illegal signs. **(every Tu) Team 1**
- 8) Canyon Drive – Mission to Oceanside Blvd./Greenbrier/Apple**– All sidewalks and slopes along Canyon Dr. Parkway along Apple. Problem area at Greenbrier/Greenbrier. Barnes St., Mission to Maxson St. **(every Tu) Team 1**
- 9) Mission Ave. – Mesa Drive to Dead End at Hwy 76/North Foussat Drive** Parkway and bus stop maintenance. North Foussat from Hwy 76 to Rivertree including dead end by drive-in. Note problem private lots for code enforcement referral. City lots in the area of 3549 Mission (Mike’s Liquor II), and Rancho del Oro, southwest corner. **(every W) Team 1**
- 10)Oceanside Blvd. – Pacific Street to El Camino Real and Side Streets**– Parkway and right-of-way maintenance. Special attention to RR crossing and RR easements 1700-2000 Oceanside Blvd. Side streets to check one block each

**CITY OF OCEANSIDE
TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES
EXHIBIT B – ROUTE SCHEDULE**

side include: Tremont, Nevada, Vine, Statetree, Saratoga, Greenbrier, Crouch, Industry—its entirety, Hoover, MacDonald, Foussat, and Greenbrier. **(every Th) Team 1**

- 11)Mesa Drive – Mission Ave. to North Santa Fe. – General Right-of-way maintenance. Check sidewalks near Sea Mesa neighborhood. 300 Garrison, barricade, illicit signs. (every W) Team 2**
- 12)Oceanside Blvd. – El Camino Real to Eastern City Limits – Right-of-way, slope maintenance. Special attention to the “four comers” at Melrose Dr. (every Th) Team 2**
- 13)El Camino Real – Hwy 78 to Douglas/Area of Via Esmarca and Geneva/Alley 200 S. ECR/Peyri/Los Arbolitos/Pala/Coco Palms – Right-of-way maintenance. Via Esmarca area for shopping carts and code enforcement referral issues. Alleyway off 200-300 S. ECR check for issues for code enforcement and areas not covered by the sweeper. Sidewalks along Pala. Special attention to the bus stop at Oceanside Blvd. and east side of ECR at El Corazon. Also, the slope at Emerald Isle golf course. (every Th) Team 2**
- 14)Vista Way/Rancho Del Oro – Right-of-way maintenance on Vista Way from Jefferson to Thunder Dr. Rancho del Oro, Vista Way to Mission Ave. 2100 Lagoon View, illegal dumpsites and debris. (bi-weekly Tu) Team 2**
- 15)“Dempsey’s Corner” – Haymar/Plaza/Lake Blvd./Cannon Rd. – Right-of-way maintenance including the dead-ends, south end College, Haymar, and Cannon Rd. (bi-weekly Tu) Team 2**
- 16)College Blvd./Olive/Emerald/North Ave. – College Blvd.- Lake Blvd to North River, Olive and Emerald Intersection, North Ave., Vista Pacific dumpsite. Weeds, median maintenance, illegal signs. (every F) Team 2**
- 17)Douglas Drive – Mission to Vandegrift/North River Rd./Vandegrift – Right-of-way, weeds, litter, and debris. Look for illegal dumpsites for referral. Monitor bus stop can service. (bi-weekly Tu) Team 2**
- 18)North Santa Fe – Melrose to Hwy 76/Guajome Lake Rd./Melrose/Old Ranch Rd./Frazee/Old Grove/Pala/RDO – Check the length of North Santa Fe, then the side streets in the area off of Hwy 76. Dumpsites along the south end of Guajome Lake and Old Ranch Rd., weeds and right-of-way maintenance elsewhere. (bi-weekly Tu) Team 2**

**CITY OF OCEANSIDE
TRASH REMOVAL, WEED ABATEMENT AND LANDFILL
MAINTENANCE SERVICES
EXHIBIT C – UNIT COST SCHEDULE**

The prices quoted as the **UNIT PRICES** below are guaranteed for the duration of the contract for **TRASH REMOVAL SERVICES**.

<u>Description</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>	<u>Overtime Rate</u>
Manual Laborer	\$22.00	\$176.00	\$33.00
Foreman	\$25.00	\$200.00	\$37.50
Truck up to one ton	\$10.00	\$80.00	N/A

Hourly Rate is the cost per 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. and 3:30 p.m.

Daily Rate is the cost per eight hour day.

Overtime Rate is the cost 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.

Weekends and Holidays will be paid at the Overtime rate.

All quoted rates shall include the necessary power equipment, (weed whips, blowers, etc.) hand tools (rakes, shovels, brooms, etc.), trash supplies (trash bags, pickers) and transportation.