



DATE: March 5, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR MEDIAN LANDSCAPE MAINTENANCE SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Midori Gardens, Inc. of Santa Ana in an annual amount not to exceed \$280,000 for median landscape maintenance services and as-needed repair work as a result of accidents, storms, disease, etc.; and authorize the City Manager to execute the agreement.

BACKGROUND

Staff performed a review of the current median landscape maintenance standards in an effort to identify personnel, material and seasonal maintenance requirements that could be relaxed, delayed or eliminated to save money. Standards were set as the minimum necessary to maintain the medians in an acceptable condition. The scope of work includes mowing, trimming, pruning, edging, weed control, pest control, trash clean up, maintenance of irrigation systems, drainage facilities hardscape areas and parking lots. Staff has found it more cost-effective to contract out these services.

In December 2013 the City solicited proposals from qualified private companies to perform the median landscape maintenance services. Requests for proposals were sent to firms on the City's vendor list, as well as noticed in a local newspaper and on the Internet.

ANALYSIS

Four proposals were received. Each company's 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 only deciding factor. Exhibit A lists the four companies with their bid amounts. Staff ranked Midori Gardens, Inc. first and it was also the low bidder.

The agreement is for a term of two years commencing March 10, 2014, and ending March 9, 2016, for the base agreement price of \$240,816 per year. Included in the agreement is a guaranteed price for additional landscaping and irrigation work that the City may request,

which could potentially increase the agreement value to \$280,000 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 agreement cost is not to exceed \$560,000. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However, the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

We anticipate spending \$79,469 in FY 2013-14, \$240,816 in FY 2014-15 and \$161,347 in FY 2015-16 from the Public Works Streets and Median Maintenance Budget Account 600619213.5320. This amount could be significantly reduced due to budget cuts and the Contractor has agreed to unit prices for all landscape maintenance services.

INSURANCE REQUIREMENTS

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

COMMISSION OR COMMITTEE REPORT

Does not apply.

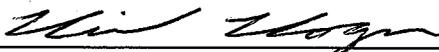
CITY ATTORNEY ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a two-year professional services agreement with Midori Gardens, Inc. of Santa Ana in an annual amount not to exceed \$280,000 for median landscape maintenance services and as-needed repair work as a result of accidents, storms, disease, etc. and authorize the City Manager to execute the agreement.

PREPARED BY:



Kiel Koger
Maintenance and Operations Manager

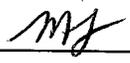
SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



James R. Riley, Financial Services Director



Exhibit A – Bid Summary
Exhibit B – Contractor Proposal Rating Form
Exhibit C – Professional Services Agreement

EXHIBIT A

BID SUMMARY

<u>Bidder</u>	<u>City</u>	<u>Bid Amount (Annual)</u>
1. Midori Gardens	Santa Ana, CA	\$240,816
2. Western Gardens	Carlsbad, CA	\$249,009
3. Pacific Green	Lakeside, CA	\$315,944
4. Executive Landscape	Fallbrook, CA	\$350,280

EXHIBIT B

CONTRACTOR PROPOSAL - RATING FORM

PROJECT: CITYWIDE MEDIAN LANDSCAPE MAINTENANCE SERVICES

CONTRACTORS RATING

ITEMS	POINTS	1 (Midori)	2 (Western)	3	4	5
I. PROJECT UNDERSTANDING AND APPROACH	20	18	12			
II. QUALIFICATIONS OF COMPANY	20	18	15			
III. PERFORMANCE OF SIMILAR WORK: A. Size and scope B. Work in the area	5 5	5 1	2 3			
IV. ABILITY TO PROVIDE SERVICES	15	15	10			
V. QUALITY OF PROPOSAL: (Address all objectives in RFP)	10	10	10			
VI. BID AMOUNT	25	25	23			
VII. TOTAL POINTS	100	92	75			

RANKING:

1. Midori Gardens
2. Western Gardens

* Pacific Green and Executive Landscape were not interviewed as their bid amounts were much higher than the two lowest bidders.

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PROFESSIONAL SERVICES AGREEMENT

PROJECT: MEDIAN LANDSCAPE MAINTENANCE SERVICES

THIS Agreement is made and entered into this _____ day of _____, 2014, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Midori Gardens, Inc. hereinafter designated as "CONTRACTOR."

RECITALS

- A. CITY desires to obtain professional services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide median landscape maintenance 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" attached hereto and by this reference made part of this Agreement.
2. **LOCATION OF WORK.** Various locations within the City of Oceanside which are more particularly described in Exhibit "B" attached hereto and by this reference made part of this Agreement.
3. **TERM.**

3.01 Commencement. The term of this Agreement shall be for a period of two years commencing on March 10, 2014 and terminating March 9, 2016.

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

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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 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 annual compensation for all work performed in accordance with this Agreement, shall not exceed Two Hundred Forty Thousand, Eight

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Hundred Sixteen Dollars and no cents (\$240,816.00) per year. Agreement Unit Prices and Unit Cost Schedule are set forth in Exhibit "C" attached hereto and by this reference made part of this Agreement. Total AGREEMENT cost plus any additional work shall not exceed \$280,000 annually.

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

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

Definitions:

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

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

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

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

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

Compensation 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

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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, two good and sufficient bonds in the amounts listed below:

(a) "Performance Bond" for 50 percent of the agreement award (1 year) to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further guarantee that all materials and workmanship will be free from original or developed defects. The "Performance Bond" must be renewed for the additional 50 percent of the contract award by January 1, 2015, prior to starting the second year.

(b) "Payment Bond" (material and labor bond) that meets the requirements of California Civil Code section 9554, 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, 2015, 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
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
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*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.

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.

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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:

- (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,

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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;
- (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 Public Contract Code Section 7105.

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

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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.

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.

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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 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.

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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.

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,

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- (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 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

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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 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.

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- (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 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.

1. Definition.

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(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.

(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.

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(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.

(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

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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.

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 oral, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the AGREEMENT, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated in 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

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

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 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.

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

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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,
- (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.

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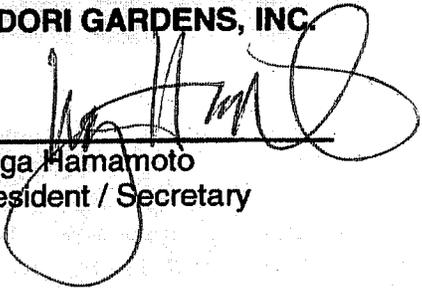
- 20. PERMITS.** CONTRACTOR shall, obtain and maintain throughout the term of this Agreement any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited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

**CITY OF OCEANSIDE
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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 15th day of JANUARY, 2014.

MIDORI GARDENS, INC.



Naga Hamamoto
President / Secretary

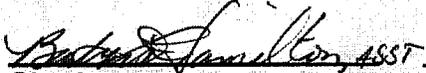
95-3638418

Employer ID No.

CITY OF OCEANSIDE

Steven R. Jepsen
City Manager

Approved as to form:



Barbara J. Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

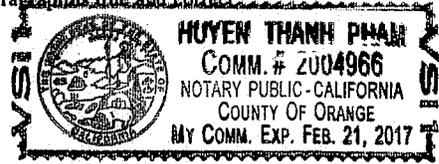
On 1/15/14 before me, HUYNH THANH PHAM

a notary public in and for said state, personally appeared NAGA HAMAMOTO 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 (Seal)



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: AGREEMENT

Document Date: 1/15/14 Number of Pages: 19

Signer(s) other than named above

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual selection with checkmark. List of capacities: INDIVIDUAL, CORPORATE OFFICER(S), PARTNER(S)-LIMITED/GENERAL, ATTORNEY-IN-FACT, TRUSTEE(S), GUARDIAN OR CONSERVATOR, OTHER.

SIGNER IS REPRESENTING:

Blank lines for representing information.

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

SCOPE OF WORK

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

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

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

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

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

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

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

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

1. Maintenance Schedules

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

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EXHIBIT -A - SCOPE OF WORK**

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

- b. **Monthly Route Maps.** CONTRACTOR shall submit maps and charts depicting monthly routes for each area and/or major operation 15 days prior to the beginning of each month.
- c. **Weekly Schedules.** CONTRACTOR shall submit weekly schedules by 8:00 a.m. every Monday morning. The schedules shall be in calendar format and shall outline specific work to be performed for that week by each crew in each area. Included on the schedule will be the name of the foreman and the size of the crew.
- d. **Schedule Modification.** From time-to-time events, both planned and emergency may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the CITY.

2. Extra Work

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

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

3. Trees

- a. **There shall be no topping of trees without the permission of the Project Manager.**
- b. **All trees shall be pruned to allow for efficient irrigation coverage.**
- c. **Tree stakes, ties, and guy wires shall be checked at least monthly and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guy wires. Replace broken stakes as required. CONTRACTOR shall replace any girdled trees at their own expense.**

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EXHIBIT -A - SCOPE OF WORK**

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

4. Shrubs

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

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

sidewalks and streets to provide adequate traffic line of sight and eliminate pedestrian hazards at all times.

- e. In general, prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. The Project Manager may make specific requests for various shrub pruning practices throughout each site, such as maximum heights. Once established in a given area, these pruning practices shall thereafter become the standard practice.
- f. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance at all times without a sheared appearance.
- g. Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance after blooming period.
- h. All shrub areas not under planted with ground cover or covered with mulch shall be raked clean once per month.

5. Vines

- a. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. **Do not, under any circumstances, prune vines which should be trained.** Vines are used throughout the City as a part of graffiti control.
- b. Remove stakes from vines when stakes no longer serve the purpose of supporting the vines.
- c. Nails are not an acceptable means of securing vines on masonry walls.
- d. All vines shall be pruned, trained and maintained 6" from the tops of walls/fences.
- e. Deep water vines in pockets which are not provided with sprinklers as required to promote optimum growth.

6. Ground Cover

- a. All ground covers shall be renovated to generate dense, compact growth. This will be accomplished by cutting ground covers back to rejuvenate one time per year. Myoporum shall be cut back to 18" or per direction of Project Manager and Lonicera to 6" two times per year. Ground cover renovation schedules shall be included in the required schedules.
- b. Ground covers and shrubs adjacent to hardscape shall be feathered back at an angle to allow for proper irrigation coverage. Vertical cuts shall not be allowed.

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- c. All leafs shall be raked and cleaned as needed.
- d. Keep ground covers trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow on structures or walls unless otherwise directed. Keep trimmed back approximately 4 inches.
- e. The *Aptenia cordifolia* shall be kept green. Failure to do so by CONTRACTOR will require the CITY to do so. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.
- f. Maintain an 18" clear strip between parking lot fences and railroad right-of-way.

7. Color Corners

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

8. Weeds

- a. The CONTRACTOR shall implement and maintain an aggressive weed control program at all times in both the landscape and adjacent hardscapes. The presence of weeds in any area shall generate a punch list along with possible deductions. Chemical treatment is permissible but is only recognized as a part of the necessary process. Chemically treated weeds shall be mechanically removed within 7 calendar days after spraying. Weeds shall be defined as any plant material that is not a part of the design. This includes pampas grass and volunteer trees (including palm trees).
- b. The CONTRACTOR shall maintain a weed-free lawn at all times by either chemical or manual means. The CONTRACTOR shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. Pre-emergent chemical control is required to reduce weed seed germination. All chemicals applied must be recorded on the Maintenance Schedule Chart and coordinated with the Project Manager. Pre-emergent chemicals shall be applied a minimum of twice a year. Pre-emergent chemicals shall be applied at a rate determined by the Project Manager.

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MEDIAN LANDSCAPE MAINTENANCE SERVICES
EXHIBIT -A - SCOPE OF WORK**

9. Pest Control

- a. The CONTRACTOR shall implement and follow all applicable City, County, State and Federal regulations and laws and assumes full responsibility and liability for the use of all methods of pest control.
- b. Pesticide operations, where required, shall be performed by a California State licensed Pest Control Operator through written recommendation by a California licensed Pest Control Advisor. The CONTRACTOR shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide usage. CONTRACTOR shall provide copies to the Project Manager of his/her license and registration both of his/her Pest Control Advisors and Pest Control Operators licenses. CONTRACTOR shall submit a copy of the Pesticide Use Report to the Project Manager on a monthly basis.
- c. **The CONTRACTOR shall be responsible for any notification or posting during or after pesticide applications that may be applicable by law.**
- d. The CONTRACTOR shall implement an aggressive pest control program that includes all necessary chemical, cultural and mechanical methods to control all pests and diseases at all times. Pests and diseases shall include but not be limited to rodents, insects, mites, vertebrates, invertebrates, pathogens, nematodes, fungi, bacteria, etc.
- e. Included in this AGREEMENT is the control of all nuisance pests that exist in the AGREEMENT areas. A nuisance pest is defined as pests that may not cause damage to the landscape but may create problems or expenses to the site and/or the surrounding properties and structures. This includes but is not limited to ants, bees, wasps, hornets, all rodents or other mammals and marsupials, fungi, viruses, molds and slimes, etc.

10. Rodent Control

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

11. Drainage Facilities

The CONTRACTOR shall be responsible for cleaning of surface drains and inlets located within AGREEMENT areas. These drains shall be cleaned to assure proper functioning. Remove any silt debris or vegetation in the drainage system and at the

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inlet to insure proper flow of water. Prune ground covers and vegetation which encroaches into drainage facilities. CONTRACTOR shall be responsible for cleaning any debris or silt in the storm drain that results from their failure to properly maintain surface drains.

12. Fertilization

- a. Fertilizers shall be applied as often as needed (6X per year minimum) to keep all turf, trees, plant material in a healthy and vigorous state of growth at all times. Included in the AGREEMENT are 12 soil tests by a licensed soils lab. Results will be followed when determining the nutritional requirements of all plant material.
- b. In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. The CONTRACTOR shall be responsible for the removal of all chemical stains from hardscape.
- c. Ailing or stunted trees, scrubs, vines and groundcovers that fail to meet expected growth will receive additional treatments to correct any deficiencies. Once notified by the CITY, the CONTRACTOR shall submit an assessment of the problem(s) along with a remedial treatment program. Additional fertilizations, chemicals, compost, tree well manufacture and maintenance shall be considered a part of this AGREEMENT. The installation of supplemental irrigation shall be considered an extra. The CONTRACTOR shall have 6 months to improve the condition of ailing or stunted trees once identified in writing by the CITY. Failure to take an aggressive approach will result in the replacement of the trees shrubs, ground covers and vines at the CONTRACTOR's expense.
- d. Liquid fertilizers shall be required when dry fertilizer applications are impractical. These areas shall include but not be limited to areas with drip irrigation and planted walls.
- e. Apply fertilizers to provide sufficient nitrogen and other nutrients on a regular basis, minimum of six (6) times a year to keep turf in a healthy condition. Fertilizer will be applied as often as required to maintain turf in a deep green color. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded and supplied to the Project Manager upon request.

13. Plant Additions And/Or Replacements

As part of this AGREEMENT, the CONTRACTOR may be requested to replace or plant additional trees, shrubs, vines, ground cover, or flowers. The CITY will pay for such

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work as extra work based on UNIT PRICES. Plant material shall be installed per City of Oceanside Guidelines and Specifications for Landscape Development.

14. Clean-Up

- a. At no time will CONTRACTOR be allowed to blow grass cuttings/debris into public streets or gutters without sweeping or vacuuming up the grass cuttings/debris.
- b. CONTRACTOR shall remove all debris resulting from the maintenance operations and dispose of it off site. All grass clippings shall be picked up after each mowing or trimming operation.
- c. All debris resulting from any of the CONTRACTOR's operations shall be removed and disposed of legally at the CONTRACTOR's expense. No debris will be allowed to remain at the end of the workday. Debris shall not be blown into the adjacent landscape but picked up and removed from the site.
- d. All walkways will be kept clean/clear of debris at all times. Care shall be taken not to create unnecessary hazards to foot traffic.
- e. The CONTRACTOR shall provide a general clean-up operation on a weekly basis for the purpose of cleaning up papers, trash, leaves, silt or debris that may accumulate in the landscape areas and in hardscape and gutters.
- f. The CONTRACTOR shall remove all branches and debris resulting from inclement weather. The CONTRACTOR shall remain available to assist in any storm related damage repair. The CITY shall pay for such extra work per Subsection 3.16.

15. Graffiti Removal

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

16. Irrigation System

With the current availability and rising costs of water the CONTRACTOR's primary objective relative to irrigation shall be to efficiently provide moisture based on the actual requirements of the plant material. It is imperative that the CONTRACTOR provides all necessary and appropriately trained personnel to meet this objective. **Failure to make appropriate program changes (including seasonal changes) in a timely manner**

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resulting in excess water use will be considered as a failure to perform satisfactorily per Section 16.

- a. The CONTRACTOR shall submit a Water Management Program to the Project Manager at the beginning of each AGREEMENT year describing in detail the means by which the primary objectives shall be met. This shall include the route used and the schedules followed to include all controllers and the means employed to determine the water requirements of each area.
- b. The CONTRACTOR shall review and adjust all irrigation controller programs a minimum of one (1) time per month. The CONTRACTOR shall submit a monthly progress and tracking report for each controller. Tracking sheets shall include information on days of operation, start time(s) and run times for each valve. Include the previous month's program along with changes made for the current month and the reasons for the changes. Progress/Tracking sheets are due before the first day of each month.
- c. The CONTRACTOR shall make every effort afforded by the sophistication of each irrigation system to control and avoid irrigation run-off in the landscape and on hardscape surfaces. This shall be accomplished with proper head and valve adjustments and the use of multiple program cycling.
- d. Every irrigation system shall be physically observed, repaired and adjusted as needed (minimum of every two weeks) to insure good working order.

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

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

17. Guarantee And/Or Replacement Policy

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

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18. Turf Plant Material

- a. **General.** All turf areas shall be inspected frequently for early detection of diseases. Because of the susceptibility, watch for rust in the cool months and apply additional treatments as required.
- b. **Watering.** A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept wet, but should dry out somewhat between watering. Allow lawns to dry out before mowing.
- c. **Aeration.** Mechanically aerate all turf areas twice per year, between March 1st and April 1st and between September 1st and October 1st to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. Any areas that show excessive compaction shall receive additional aeration treatment as required to alleviate this condition. Those areas where soil conditions are poor may require top dressing. This will be considered an extra and shall be coordinated with the Project Manager. Additional:
1. Aerate all turf with a mechanical aerator set with ½ core spoons at not more than 6-inch spacing.
 2. Depth of the core shall be no less than 3" in parkways and 8" in lawns and open spaces and sports fields.
 3. Core plugs shall be removed on same day as operation.
 4. The schedule of the aeration schedule will be recorded on the annual maintenance schedule.
 5. The Project Manager shall determine the schedule and order.
- d. **Mowing.** All lawns shall be mowed on a weekly basis. In parks, during the months of November through March, the cost of mowing will be based upon a per site frequency. Mowing at less than the weekly rate will be deducted from the monthly cost. This may be due to turf dormancy or winter rainfalls. Cut lawns to a height of 2" during warm season and reduce to 1-1/2" during winter or cooler seasons. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary mowers with sharp blades. No debris from the operation will be placed in project disposal units, but shall be removed daily and disposed of legally off site. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the lawn areas such as electrical boxes or fixtures. **Do not mow wet areas; that will create wheel ruts.** If ruts are made, repairs will be made at CONTRACTOR's expense. CONTRACTOR shall be responsible to maintain mowing schedule and avoid conflicts with water schedule. Some turf areas may require lower mowing heights and the use of reel mowers. Example: MLK Soccer Fields and Recreation Park's "Padre Stadium". CONTRACTOR shall always have adequate equipment available and have predetermined arrangements for replacement or repair, if needed, so as not to disrupt the

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mowing schedule. Breakdown of equipment shall not be deemed an acceptable excuse for deviation from mowing/edging schedule. CONTRACTOR shall remove all trash prior to mowing. CONTRACTOR shall also remove any trash generated from mowing.

- e. **Trimming and Edging.** Trim around trees, graphic walls, building, curbs, header boards, and pave areas on a weekly basis to present a neat, clean appearance. **No chemicals will be allowed for this purpose.** Damage to tree trunks caused by weed whipping will not be tolerated. CONTRACTOR shall replace damaged trees per Subsection 3i. In parks, sidewalks shall be trimmed with lawn edger type equipment only. Chemical weed or grass control around trees shall be allowed. Borders shall not exceed 10" between outside of tree and grassline.
- f. **Dethatching.** Dethatch all lawn areas once per year at a time when there will be the least amount of stress to the lawn, preferably spring or fall. The scheduling will be recorded on the Maintenance Schedule Chart. It is the responsibility of the CONTRACTOR to mark each irrigation head and appurtenance prior to dethatching. Any damage to the irrigation system as a result of this process shall be the responsibility of the CONTRACTOR. Dethatching will be in accordance with the following methods:
- Step 1:** Aerify entire area with an aerifier with 1/2" tines and minimum of 3 inches in depth in parkways and 8" in other turf.
- Step 2:** Verticut entire area using a thatching machine set to soil line contact. Verticut twice in parallel directions. Pick up debris at completion of this operation.
- Step 3:** Mow with rotary mower at regular cutting height.
- Step 4:** Dethatching shall be completed before annual overseeding.
- g. **Overseeding.** Annual overseeding of all turf will be performed by and at the CONTRACTOR's expense
1. CITY will be responsible for providing grass seed.
 2. Overseeding shall be with annual rye grass.
 3. Rate of application shall be 10 lbs per 1,000 sq. ft.
 4. Overseeding shall be completed between October and November, after dethatching is completed.
- h. **Turf Replacement.** Any replacement of turf by sod or seed will be coordinated with the Project Manager. The Project Manager shall make determination of turf type.

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19. Refurbishment Of Turf Areas

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

20. Dog Waste

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

21. Trash Cleanup

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

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

Regular Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

The CONTRACTOR may be asked to provide extra trash pickup on a holiday weekend. Example: On Memorial Day weekend provide a crew to remove trash at specific downtown locations as an extra.

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EXHIBIT B – LOCATION OF WORK**

B. LOCATION OF WORK

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

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Fire Station #4, 21,124 sq. ft. at Thunder Drive and Lake Boulevard.

Fire Station #5, 16,250 sq. ft. at N. River Road and Redondo Drive.

Fire Station #6, 33,795 sq. ft. at N. Santa Fe and Mesa Drive.

Fire Station #7, 77,200 sq. ft. at Mission and Copperwood. Requires once a year mowing of the native hydroseed area.

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

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- y. **North River Road:** 68,120 sq. ft. of landscaped and irrigated medians, parkways and parking lot open area between Fire Station #5 and College Boulevard.
- z. **Oceanside Boulevard Medians/West:** 25,628 sq. ft. of landscaped and hardscape medians generally located between Temple Heights and Beverly Glen.
- aa. **Oceanside Boulevard at Peacock:** 58,000 sq. ft. of newly planted trees, shrubs and ground covers along the Oceanside Boulevard parkway and median.
- bb. **Old Grove Road:** 39,526 sq. ft. of irrigated and landscaped medians generally located between Mission Avenue and Godwit Drive.
- cc. **Pacific Promenade:** 63,785 sq. ft. of irrigated landscaping generally located in the parkway on Pacific Street from Wisconsin to Sportfisher. **Trash pickup shall be 3 times per week.** Provide wash down of sidewalks and seating areas one time per month. Show on schedule.
- dd. **Cleveland Street Parking Lot:** 11,745 sq. ft. of irrigated landscaping. **Trash pickup shall be 3 times per week.**
- ee. **Pier View Under Crossing:** 32,480 sq. ft. of irrigated and landscaped slopes and planters located between Meyers Street and Cleveland Street. **Trash pickup shall be 3 times per week.**
- ff. **Regal Theater Parking Lots:** 14,700 sq. ft. of landscaped and irrigated planters in two parking lots on Cleveland Street (north and south of Mission Avenue). **Trash pickup shall be 3 times per week.**
- gg. **Rancho Del Oro Drive:** 17,170 sq. ft. of non-irrigated drought tolerant landscape generally located between Mesa Drive and Via Rancho Road. Shrubs must be kept low for traffic sight distance. Includes hardscape.
- hh. **Rancho Del Oro Park Slopes:** 175,000 sq. ft. of irrigated landscaping on College Boulevard, Mesa Drive and Avenida Empressa.
- ii. **Seagaze Drive and Myers Street:** 19,681 sq. ft. of irrigated landscaping. Includes weekly parkway turf mowing. Does not include parkway tree trimming. **Trash pickup shall be 3 times per week.**
- jj. **Skyhaven:** 80 sq. ft. landscaped traffic calming island at Skyhaven and Calavera Lane.

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- kk. **Skyline Drive:** 42,000 sq. ft of landscaped and irrigated parkway east of El Camino Real.
- ll. **South Coast Highway Gateway Improvements:** 6,690 sq. ft. of irrigated and landscaped parkway located on the west side of South Coast Highway south of Eaton Street.
- mm. **Sportfisher Drive:** 20,108 sq. ft. of irrigated landscaped parkways including trees and turf. **Trash pickup shall be 3 times per week.**
- nn. **Sub Station Parking Lot:** 1800 sq. ft. of parkway with irrigated landscaping located at the southeast corner of Mission Avenue and Tremont Street. **Trash pickup shall be 3 times per week.**
- oo. **Surfrider Way Parking Lot:** 1,830 sq. ft. of irrigated landscaping including parkway. **Trash pickup shall be 2 times per week.**
- pp. **Surfrider Way to Breakwater Way:** 36,898 sq. ft. of irrigated landscaping. Included are trees that require annual pruning and a slope behind the chain link fence. **Trash pickup shall be 2 times per week.**
- qq. **Surfrider Way Median/Parkways:** 17,898 sq. ft of irrigated and landscaped medians and parkways between Coast Highway (some on Coast Highway) and Pacific Street. **Trash pickup shall be 2 times per week.**
- rr. **Via Rancho Parkway:** 36,323 sq. ft. of landscape maintenance only, irrigation by others. Located adjacent to El Camino High School on Via Rancho Parkway east of Rancho Parkway east of Rancho Del Oro Drive.
- ss. **Vista Way (Phase 1):** 35,000 sq. ft. of irrigated landscaping (mostly drip) on the north side of Vista Way generally located between El Camino Country Club and Rancho Del Oro Drive. Includes crib walls.
- tt. **Vista Way (Phase 2):** 50,000 sq. ft. of landscaped and irrigated parkways (including Keystone Wall and above) on north side of Vista Way generally located between Rancho Del Oro Drive and College Boulevard. Proposal to include landscaped area between sidewalk and plants. Hydroseeded area behind plant material (except top of wall) to receive periodic maintenance by direction from CITY. Do not include as a part of this Proposal. Hydroseeded area above Keystone Wall is part of this Proposal and shall receive regular maintenance.
- uu. **Vista Way at Stewart:** 2,000 sq. ft. island between North Coast Highway and Stewart Street.
- vv. **Wisconsin Avenue Lot:** 4,503 sq. ft. of irrigated landscaping.
- ww. **North Coast Hwy:** 2497 sq. ft. irrigated and landscaped parkway from Sportfisher

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to Neptune Way. (West side).

- xx. Windward @ Pacific Parking lot:** 6,000 sq. ft. of parking lot, landscaped planters and irrigation (West side).
- yy. Downtown Parking Structure:** 34,106 sq. ft. Three story complex of landscaped planters, hardscape & parking lot at Seagaze/Cleveland Street.
- zz. Downtown Redevelopment Area:** 21,673 sq. ft., Misc. parkways between Civic Center Drive to Mission and Cleveland to Tremont.
- aaa. North River Rd. @ Redondo:** 22,600 sq. ft. of landscaping and irrigation along parkway.
- bbb. Mission Ave @ Canyon:** 5000 sq. ft. of median hardscape landscape and irrigation.

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 MEDIAN LANDSCAPE MAINTENANCE
 EXHIBIT C – UNIT COST SCHEDULE**

<u>LOCATION</u>	<u>SQ. FT</u>	<u>COST PER YEAR</u>
ADAMS STREET	1,356	\$120.00
CAPISTRANO DR	21,520	\$1,512.00
COASTAL RAIL TRIAL	81,000	\$5,724.00
COC MEDIANS	33,520	\$2,364.00
COLLEGE BOULEVARD	65,933	\$5,304.00
COLLEGE BL AND LAKE	43,000	\$1,176.00
COLLEGE BL AND 78	271,395	\$29,904.00
COLLEGE BL ST IMPROVEMENTS	27,517	\$3,036.00
CRESTVIEW DR	24,000	\$2,640.00
DOWNS STREET	580	\$24.00
EL CAMINO REAL	245,500	\$12,420.00
EL CORAZON	30,000	\$2,412.00
FIRE STATION #2	6,344	\$1,608.00
FIRE STATION #3 SLOPE	23,312	\$2,796.00
FIRE STATION #4	21,124	\$5,364.00
FIRE STATION #5	16,250	\$816.00
FIRE STATION # 6	33,795	\$1,044.00
FIRE STATION # 7	77,200	\$6,048.00
FOUSSAT RD	3,000	\$180.00
FRAZEE RD	8,265	\$456.00
FRAZEE RD (NEW)	24,751	\$2,724.00
GATEWAY	71,000	\$11,592.00
I-5 @ MISSION AVENUE	50,019	\$5,016.00
LAKE PARK SLOPE	42,140	\$4,644.00
LOS ARBOLITOS	5,400	\$432.00
MELROSE DR	265,000	\$29,196.00
MISSION AVENUE (EAST)	8,000	\$648.00
MISSION AVENUE EXTENSION	3,166	\$2,040.00
MISSION AVENUE (WEST)	5,316	\$636.00
MISSION AVENUE AND CANYON	5,000	\$348.00
NORTH RIVER ROAD/ COLLEGE	68,120	\$4,800.00
OCEANSIDE BL. MEDIANS/WEST	25,628	\$2,820.00
OCEANSIDE BL. AT PEACOCK	58,000	\$6,960.00
OLD GROVE ROAD	39,526	\$3,180.00
PACIFIC PROMENADE	63,785	\$3,708.00

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 EXHIBIT C - UNIT COST SCHEDULE**

<u>LOCATION</u>	<u>SQ. FT</u>	<u>COST PER YEAR</u>
CLEVELAND ST PARKING LOT	11,745	\$2,700.00
PIERVIEW WAY UNDER CROSSING	32,480	\$5,808.00
DOWNTOWN PARKING STRUCTURE	34,106	\$2,400.00
DOWNTOWN REDEVELOPMENT AREA	21,673	\$1,740.00
NORTHRIVER RD @ REDONDO	22,600	\$2,484.00
REGAL THEATER PARKING LOTS	14,700	\$2,928.00
RANCHO DEL ORO DRIVE	17,170	\$576.00
RANCHO DEL ORO PARK SLOPES	175,000	\$19,284.00
SEAGAZE DR (1ST) AND MYERS ST	19,681	\$3,456.00
SKYHAVEN DRIVE	80	\$12.00
SKYLINE DRIVE	42,000	\$5,040.00
SOUTH COAST HWY GATEWAY	6,690	\$540.00
SPORTFISHER DR	20,108	\$7,176.00
SUB STATION PARKING LOT	1,800	\$1,848.00
SURFRIDER WAY PARKING LOT	1,830	\$1,392.00
SURFRIDER WAY TO BREAKWATER	36,898	\$5,604.00
SURFRIDER WAY MEDIAN/PARKWAY	17,898	\$3,408.00
VIA RANCHO PARKWAY	36,323	\$588.00
VISTA WAY	35,323	\$3,888.00
VISTA WAY (PHASE 2)	50,000	\$3,024.00
VISTA WAY at STEWART	2,000	156.00
WISCONSIN AVENUE LOT	4,503	\$2,448.00
NORTH COAST HIGHWAY	2,497	\$300.00
WINDWARD @ PACIFIC PLOT	6,000	\$300.00
MISSION AVE @ VALLEY HEIGHTS	252	\$24.00
TOTAL ONE YEAR COST		\$240,816.00

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

1. Landscape	<u>Unit Price</u>
Four inch pot	\$ 22.00
One gallon shrub	8.00
Five gallon shrub	18.00
Fifteen gallon shrub	65.00
One gallon tree	9.00
Five gallon tree with 8'x2" lodge pole stake	25.00
Fifteen gallon tree with 10'x2" lodge	

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pole stake	<u>25.00</u>
30" box tree w/2 10'x2" lodge pole stakes	<u>300.00</u>
36" box tree w/2 10'x2" lodge pole stakes	<u>325.00</u>
24" box tree w/2 10'x2" lodge pole stakes	<u>250.00</u>
Ground cover @ 64 rooted cuttings per flat (no soil prep)	<u>30.00</u>
Soil prep per 1000 sq. ft. with 4 cu yds. Liners	<u>.65</u>
Nitrolized compost 150 lbs. agricultural gypsum and 15 lbs. 16-6-8 commercial fertilizer	<u>.85</u>
Hourly rate for landscape foreman	<u>35.00</u>
Hourly rate for landscape labor	<u>30.00</u>

2. Irrigation

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

	<u>Unit Price</u>
Shrub spray on 12" riser w/swing & stake	\$ <u>15.00</u>
4" plastic pop-up w/swing	<u>18.00</u>
4"above w/built-in ADV	<u>20.00</u>
6" plastic pop-up w/swing	<u>20.00</u>
6"above w/built-in ADV	<u>22.00</u>
12" plastic pop-up w/swing	<u>25.00</u>
12"above w/built-in ADV	<u>27.00</u>
Shrub rotor w/stake (Hunter-P)	<u>35.00</u>
Above w/built-in ADV	<u>37.00</u>
Pop-up rotor (Hunter-P)	<u>35.00</u>
Above w/built-in ADV	<u>37.00</u>
12" pop-up rotor (Hunter-P)	<u>39.00</u>
Above w/built-in ADV	<u>41.00</u>

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

	<u>Unit Price</u>
Rainbird 100 GB	\$ <u>200.00</u>
Rainbird 125 GB	<u>225.00</u>
Rainbird 150 GB	<u>250.00</u>
Rainbird 200 GB	<u>275.00</u>
Wilkins 2" Pressure Regulator	<u>600.00</u>
Solenoid	<u>50.00</u>

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1" Diaphragm	<u>60.00</u>
1 1/2" Diaphragm	<u>70.00</u>
2" Diaphragm	<u>80.00</u>

2.3. Irrigation Labor

Hourly rate for irrigation foreman	<u>35.00</u>
Hourly rate for irrigation labor	<u>35.00</u>