

**CITY OF FILLMORE
DEPARTMENT OF PUBLIC WORKS**

PUBLIC LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 09-04

APPROVED BY:

THOMAS G. SCOTT
CITY ENGINEER

RCE 58222

Date

BIDS WILL BE RECEIVED UNTIL

2:00 P.M. - TUESDAY, JANUARY 12, 2010

AT CITY HALL, 250 CENTRAL AVENUE, FILLMORE
VENTURA COUNTY, CALIFORNIA 93015

A mandatory pre-bid conference will be held at **2:00 p.m., on Tuesday, January 5, 2010**
in the City Council Chambers at
City Hall, 250 Central Avenue, Fillmore, California 93015.

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NOTICE INVITING BIDS

**CITY OF FILLMORE
DEPARTMENT OF PUBLIC WORKS**

NOTICE INVITING BIDS

Sealed bids received by the undersigned will be opened in the Council Chambers, City Hall, 250 Central Avenue, Fillmore, California, at 2:00 p.m. on the 12th day of January 2010, for Public Landscape Maintenance Services, Specification No. 09-04.

SPECIFICATION NUMBER: 09-04. This project consists of providing all labor and services and furnishing all the materials, tools, equipment, supplies and transportation as necessary for the performance of the scheduled landscape maintenance services in accordance with these specifications and the Special Conditions attached hereto and made a part of this Notice.

A mandatory pre-bid conference will be held at 2:00 p.m. on Tuesday, January 5, 2009 in the City Council Chambers at City Hall, 250 Central Avenue, Fillmore, California 93015.

The general and special conditions, landscape maps and proposal forms for the services are filed with the following:

Ventura County Contractors Association
1830 Lockwood, No. 110
Oxnard, California 93030
Phone:(805) 981-8088
Fax: (805) 981-8089

Monrovia Plan Center
1333 South Mayflower, 3rd Floor
Monrovia, California, 91016
Phone: (626) 932-6181
Fax: (626) 932-6189

and are by reference made a part of this Notice.

In accordance with the provisions of the Business and Professions Code section 7028.15(e), the City has determined that the contractor shall possess a valid Class C-27 contractor's license at the time that the contract is awarded and maintain such license in good standing throughout the term of the contract. Failure to possess the specified license shall render the bid as nonresponsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER, CONTRACTORS' STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Register of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a

contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bid must be submitted on the Bid Proposal and bid forms furnished by the Department of Public Works, and each bid must include all the items shown on said forms. Substitute forms may be used if specified herein.

Prospective bidders may obtain one free copy of specification, proposal document, contract and special provision at the following location:

City of Fillmore
Public Works Department
250 Central Avenue
Fillmore, California 93015.

Additional paper copies are available at \$20 per copy if obtained at the City or \$40 per copy if requested by mail. No additional charge will be added for postage. Checks shall be received prior to mailing and made payable to the City of Fillmore.

Perspective bidders may also obtain access to electronic copies at the City's Engineering Department FTP site of the same by email request for Public Landscape Maintenance Service Specification No. 09-04 to the following email address and by providing the necessary information for the plan holders list.

ehernandez@ci.fillmore.ca.us

Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the City of Fillmore in the amount of ten percent (10%) of the **total base bid amount of said bid (for first year) Schedules A and B**, must be in the hands of the City Clerk, 250 Central Avenue, Fillmore, California, or submitted with the sealed bids prior to the hour advertised for the opening of bids, and all bids will be opened at the said hour.

The City Council reserves the right to reject any or all bids.

All bids must be submitted in conformance with this Notice and with the instructions contained in the General Conditions/Specifications and Special Conditions, which by this reference is made a part of the Notice Inviting Bids.

INSTRUCTIONS TO BIDDERS

**CITY OF FILLMORE
DEPARTMENT OF PUBLIC WORKS**

INSTRUCTIONS TO BIDDERS

WORK IDENTIFICATION: Public Landscape Maintenance Services – Specification **No. 09-04**

1. Terms Defined

1.1 Terms used in these Instructions To Bidders which are defined in the General Conditions/Specifications have the meaning assigned to them in the General Conditions/Specifications.

1.2 The term "successful bidder" means the lowest, responsible bidder to whom the City makes an award of contract on the basis of the City's evaluation as hereinafter provided.

2. Copies of Contract Documents

2.1 Complete sets of Contract Documents are included in these specifications and also available upon request from the Department of Public Works. The bidder must satisfy for himself that he has received a complete set of Contract Documents. Neither the City nor its agents, officers or employees assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

3. Qualifications of Bidder

3.1 The bidder shall be licensed to perform as prime contractor in accordance with the provisions of the Contractor's State License Law, California Business and Professions Code Section 7000 et seq. Prior to awarding a bid, unless an exemption set forth in Business and Professions Code section 7028.15 applies, the City shall verify that the bidder was properly licensed when the bid was submitted. If a bidder was not so licensed, the bid shall be considered non-responsive and shall be rejected by the City. (Business & Prof. Code § 7000 et seq.)

3.2 In addition to a state license, the contractor must also obtain a City business license before commencing work. The business license may be secured after the bids are opened, but prior to executing the contract.

3.3 In order for the City to determine the successful bidder, the bidder must be prepared to submit in writing, within five (5) days after being requested to do so by the City, such information and data as the City may request, including without limitation, financial data, and previous experience. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is the lowest responsible bidder properly qualified to carry out the contract.

3.4 The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Contract Documents.

4. Examination of Contract Documents and Site

4.1 Before submitting a bid, the bidder must: (i) examine the Contract Documents thoroughly, including without limitation the Contract wherein each of the other Contract Documents is identified; (ii) visit the site and the locality where the work is to be performed to familiarize himself with local conditions that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate bidder's observations with the Contract Documents.

4.2 By submitting a bid, the bidder warrants that he has complied with every requirement of this Article 4, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. Interpretation

5.1 In the event of conflict between requirements as shown in the Special Conditions, the following order of precedence shall govern: change orders; approved revisions to the specifications; general conditions/specifications; special conditions, maps.

5.2 The maps, provided by the City were created for the use of bidding and define the boundaries of the maintenance areas. The contractor is responsible to review each area and determine the extents and amount of work necessary to complete work within each area in accordance with the specifications.

5.3 All questions about the meaning or intent of the Contract Documents shall be submitted to the Director of Public Works in writing not less than five (5) days prior to the date for the opening of bids.

5.4 All interpretations shall be issued by written Addenda, which will be on file in the office of the Director of Public Works at 250 Central Avenue, Fillmore, California, 93015. In addition, Addenda shall be mailed to each bidder recorded by the Department of Public Works as having received the Contract Documents, but it shall be the bidder's responsibility to make inquiry as to Addenda issued. Failure of the bidder to receive any such Addenda shall not relieve the bidder from any obligation under his bid as submitted. Addendums shall also be posted on the City FTP site along with the project specifications.

5.5 Only interpretations issued by written Addenda will be binding; all such Addenda shall become part of the Contract Documents. Interpretations issued orally or by any means other than as specified in this Article 5 shall be without legal effect.

6. Bid Proposal

6.1 Each bid must be on a Bid Proposal furnished by the City as part of the Contract Documents. Any change in, or addition to, the Bid Proposal or any other modification of the Bid Proposal which is not specifically called for in the Contract Documents or the omission from the Bid Proposal of any information or response which is specifically called for in the Contract Documents may result in the City's rejection of the bid as not being responsive to the Notice Inviting Bids.

6.2 All blanks in the Bid Proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the blank shall be responded to with "N.A."

6.3 Bid on all items listed under Schedule of Work and Prices (Schedule "A", Schedule "B" and Schedule "C").

6.4 State in figures on the Bid Schedule the Bid Cost Amounts which shall be the prices for which you propose to supply all services and materials and to perform all services and work required by the Special Conditions and these specifications.

6.5 Include in the items for which bids are entered, all work required by the Special Conditions for which a specific bid item is not provided.

6.6 The Bid Proposal must be completed in ink or in typewritten form.

6.7 The Bid Proposal must not contain any erasures, interlineations or other corrections,. Any corrections shall be made in the bid modification form.

6.8 The Bid Proposal and each Attachment thereto shall be executed in the manner required by the hereinafter Article 7.

6.9 No person, including without limitation, any individual, partnership or corporation, shall make, file or be interested in more than one bid for the work unless alternate bids are specifically called for in the Specifications. A person that has submitted a sub-bid to a bidder or that has quoted prices of materials to a bidder is not disqualified from submitting a sub-bid or quoting prices to other bidders or making a prime bid.

7. Submission of Bid

7.1 The bid shall be submitted within the time and at the place indicated in the Notice Inviting Bids.

7.2 The bid shall be accompanied by Bidder's Security in an amount equal to at least ten percent (10%) of the total base bid amount for first year Schedules A and B, which security shall be lawful money of the United States of America and in one of the following forms: (i) cash; (ii) cashier's check made payable to the City of Fillmore; (iii) certified check made payable to the City; or (iv) bid bond executed by a surety insurer authorized to do business in the State of California and made payable to the City of Fillmore. If the security is a bid bond, it shall be submitted on the form which is part of the Bid Proposal.

7.3 The bid shall be enclosed in an opaque, sealed envelope marked with the project identification and the name and address of the bidder, and shall be accompanied by the Bidder's Security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

7.4 Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

8. Withdrawal of Bids

The bidder may withdraw his bid by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

9. Bids to Remain Open

All bids shall remain valid for one hundred twenty (120) days after the date of the opening of bids. Prior to that date, the City: (i) may, at its sole discretion, release any bid and return the bidder's security, or (ii) shall release all bids and return all Bidders' Security, upon the successful bidder's furnishing of the required bonds and certificate and any other required documents and return to the City the required number of executed copies of the Contract.

10. Errors In Bid

10.1 Except as provided in Section 10.2 below, bidders shall not be released on account of error.

10.2 Where the bidder gives the City notice within five (5) days of the opening of the bid and can establish to the satisfaction of the City that a mistake was made which makes the bid materially different than intended, that the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site or in reading the Special Conditions and/or specifications and specifies how the mistake occurred, the City shall relieve the bidder without forfeiture of security.

11. Award of Contract

11.1 The City reserves the right to reject any and all bids. The City also reserves the right to reject any bid that is not in strict accordance with the Contract Documents or, in the alternative, to waive any irregularity or informality in any bid or in the bidding. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

11.2 If the contract is to be awarded, it shall be awarded to the lowest responsible bidder of the total base bid of Schedule "A" plus Schedule "B". The City reserves the right to either award the bid based on the total of Schedule "A" and Schedule "B" or reject all bids as stated in Article 11.1. Schedule "C" is an additive alternative work that may be ordered by the City from time to time. In additions, the City reserves the right to not have Schedule "C" work performed. The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders. The award, if made, will be within one hundred twenty (120) days after the opening of bids.

11.3 If the lowest responsible bidder refuses or fails to execute the contract, the City may within forty-five (45) days consider the next lowest bidder to be the lowest responsible bidder. The periods of time, specified above within which the award of contract may be made, shall be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

12. Delivery of Contract

12.1 An official "Notice of Award of Contract" will be mailed to the contractor, enclosing the contract and bond forms for signature.

12.2 Within fifteen (5) days after the Notice of Award of Contract, the successful bidder shall sign and deliver at least three (3) counterparts of the Contract to the Department of Public Works together with security in a form acceptable to the City Attorney's office guaranteeing both one hundred percent (100%) of payment (labor and materials) and one hundred percent (100%) of performance for a period of 6 months, a certificate regarding workers' compensation, liability insurance certificates, proof of a valid City of Fillmore business license and any other documents required by the Contract Documents. Bonds shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the successful bidder.

12.3 The Contract and each Attachment thereto shall be executed in the manner required by the hereinafter Article 13.

12.4 If the successful bidder fails to execute and deliver the Contract and furnish the required bonds, certificates and other documents within fifteen (15) days after the Notice of Award of Contract, the City may annul the award of the contract and the Bidder's Security of the bidder shall be forfeited.

13. Signatures

13.1 The Contract Documents and all attachments thereto shall be executed in the following manner: If the bidder is:

(a) An individual, in the name of the individual and if doing business by a fictitious name, the fictitious name and, if the document is the Bid Proposal or Contract, the business address and telephone number of the individual must be shown below the signature.

(b) A partnership, in the partnership name and signed by a general partner, whose title must appear under the signature and, if the document is the Bid Proposal or Contract, the business address and telephone number of the partnership must be shown below the signature.

(c) A corporation, in the corporate name by a duly authorized officer or agent accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. If the document is the Bid Proposal or Contract, the state of incorporation shall be shown below the corporation name, and the corporate address and telephone number shall be shown below the signatures.

13.2 Attorneys in fact who sign any Contract Document or any attachment thereto must file with the document a certified copy of their power of attorney to sign said document.

13.3 All signatures must be in ink and all names must be typed or printed below the signature.

13.4 Signatures on all bonds must be acknowledged before a notary public and a notary's certificate of each acknowledgment must be filed with the document.

14. Time for Commencement and Completion

14.1 Unless otherwise specified in the Special Conditions, the contractor shall:

(a) commence the work within thirty (30) days after the award of the contract by the City Council, but not before fully complying with Sections 12 and 13 hereof; and

(b) diligently prosecute the work to completion within the allowed number of calendar days specified on first page of the Bid Proposal, counting 14 days after the Notice to Proceed is issued.

14.2 Upon written request of the contractor and if approved in writing by the Director of Public Works, the time for commencement, completion or both may be extended.

BID PROPOSAL

**CITY OF FILLMORE
DEPARTMENT OF PUBLIC WORKS**

BID PROPOSAL

FOR

PUBLIC LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 09-04

In and for the

CITY OF FILLMORE
CALIFORNIA

Term of Contract: February 1, 2010 through January 31, 2014

Bids To Be Received: 2:00 p.m., January 12, 2010

Name of Contractor

Address

Telephone

State Contractor's License Number

BID PROPOSAL

WORK IDENTIFICATION: Public Landscape Maintenance Services, Specification No. 09-04

Before awarding a bid, the City shall verify that Bidder was properly licensed in accordance with section 7000 et seq. of the Business and Professions Code ("Contractors"). Bidder acknowledges that if the bidder was not properly licensed at the time the bid was awarded, the bid shall be considered non-responsive and shall be rejected.

1. Proposal

- (a) Bidder has examined copies of all of the Contract Documents, including without limitation the document wherein each of the other Contract Documents is identified, and accepts all of the terms and conditions thereof.
- (b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Contract for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- (c) This bid will remain valid and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Contract and submit the bonds, certificates and other documents required by the Contract Documents within fifteen (15) days after the date of the Notice of Award of Contract.
- (d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

2. Bid

The City reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Public Works Director.

Bidder acknowledges that the total bid sum shown in this paragraph 3, and all sums shown on any Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and no further compensation shall be granted thereof.

3. Schedule

Bidder proposes that the services and work will be commenced and will be completed as specified herein and in Section 14 of the Instructions to Bidders.

4. Addenda

Bidder acknowledges receipt of Addenda identified as under the bid schedules.

5. Bidder Information

- (a) Bidder has _____ years of experience as a landscape contractor.
- (b) Bidder has recently completed the three (3) following landscape maintenance contracts:

<u>Class Amount</u>	<u>Class of Work</u>	<u>Date Completed</u>	<u>Name/Address/Telephone # of Owner</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Designation of Subcontractors

Bidder must complete the List of Subcontractors in the Bid Proposal and include the percent of contract price applicable to each subcontractor. The bidder shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

PROPOSAL
LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: Public Landscape Maintenance Services – Specification 09-04

NAME AND ADDRESS OF BIDDER:

Completion of this form must comply with Section 7 of the Bid Proposal.

No .	NAME AND ADDRESS OF SUBCONTRACTOR	ITEM(S) OF WORK	PORTION OF WORK - % OF CONTRACT PRICE	
1.				
2.				
3.				
4.				
5.				
6.				
			% of Total Contract First Year Price by Subcontractor (May Not Exceed 50% of Contract Price)	
			% of Total Contract First Year Price by Sub Contractor	
			1.	
			2.	
			3.	
			4.	
			5.	
			6.	

8. Attachments

The following Documents, signed in accordance with Section 13 of the Instructions to Bidders, are attached to, and made a part of, this Bid Proposal:

- (a) Noncollusion Affidavit and made a part of this Bid Proposal.
- (b) Required Bid Security in the form of _____.
- (c) Price List, if required
- (d) Other pertinent Documents (list here and attach to this bid)

Dated this _____ day of _____ 2009.

If BIDDER is:

An Individual

By: _____
(Individuals Name)

doing business as _____

Business address: _____

Telephone Number: (_____) _____

Signature

Date

A Partnership

(Firm Name)

By: _____
(General Partner)

(Title)

Business address: _____

Telephone Number: (_____) _____

Signature

Date

A Corporation

(Corporation Name)

(State of Incorporation)

By: _____
(Person Authorized to Sign)

(Title & Position)

(Corporate Seal)

Attest: _____

Business address: _____

Telephone Number: (_____) _____

Signature

Date

A Joint Venture

(Name)

Address: _____

Telephone Number: (_____) _____

Address: _____

Telephone Number: (_____) _____

Signature

Date

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

City of Fillmore: Public Landscape Maintenance Services, Specifications No. **09-04**

State of California)
)ss.
County of Ventura)

_____ being first duly sworn, deposes and says that he or she is

of _____

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____ Firm (print or type)

_____ Signature

Subscribed and sworn to me on _____

_____ Notary

[Notary Seal]

City Of Fillmore

Public Landscape Maintenance Services, Specification No. 09-04

Bid Schedule "A"

Assessment District Landscape Maintenance Areas

(SHADED AREAS ARE IRRIGATED BY RECYCLED WATER AS NOTED)

CONTRACTOR: _____

ITEM NO.	DESCRIPTION	QTY.	PRICE PER MONTH	ANNUAL PRICE (12 Months)
1	Traditions Parkway Tract 4447	12 Months		
2	Traditions Hillside Tract 4447	12 Months		
3	Barcelona Tract 4603	12 Months		
4	Intercal Tract 4435 Phase 1-3 (Parkway West Side of Central North of River Street)	12 Months		
5	Country Faire / Meadowlark Track 4535 (Excludes the Park)	12 Months		
6	Sorrento Tract 4498 & Tract 4505	12 Months		
7	Tract 4005 Planter on Hwy 126 East of "E" Street (Behind Cottonwood)	12 Months		
8	Riverwalk Linear Park Tract 5099 (Recycled Water Irrigation System)	12 Months		
9	Riverwalk Parkways & Medians Tract 5099 (Recycled Water Irrigation System)	12 Months		
10	Riverwalk Levee Face Adjacent to Santa Clara River (Recycled Water Irrigation System) (Provide annual price only.)	2 TIMES PER YEAR	2 TIMES PER YEAR	
11	Hometown Tract 5160 Phase 1-3	12 Months		

ITEM NO.	DESCRIPTION	QTY.	PRICE PER MONTH	ANNUAL PRICE (12 Months)
12	Hometown Tract 5160 Biofilters	12 Months		
13	Hometown & North Fillmore Entrance Landscape at Goodenough Road Around Railroad Tracts & at Old Telegraph and Area West of Packing House	12 Months		
14	Hometown Phase 4 - Tract 5335 - Landscape Near Well No. 7 and at Frontage of Goodenough Road	12 Months		
15	Hometown Phase 4 - Tract 5335 - Biofilter	12 Months		
16	River Oaks - Tract 5304 - Linear Park (Recycled Water Irrigation System)	12 Months		
17	River Oaks - Tract 5304 - Levee Face Adjacent to Santa Clara River (Recycled Water Irrigation System) (Provide annual price only)	2 TIMES PER YEAR	2 TIMES PER YEAR	
18	River Oaks - Tract 5304 - Traffic Circle at Reading Street & Parkways	12 Months		
19	Masonic Park	12 Months		
20	Heritage Valley Park (Recycled Water Irrigation System)	12 Months		
	TOTAL SCHEDULE "A" =			

NOTE: THIS IS INTENDED TO BE A FIVE (5) YEAR CONTRACT THAT MAY BE EXTENDED BY 5 YEARS IF APPROVED BY CITY COUNCIL. THE CONTRACTOR BY SUBMITTAL OF THIS PROPOSAL AGREES THAT A PRICE ADJUSTMENT BASED ON LOS ANGELES CPI PER YEAR INFLATION SHALL BE ADDED TO THE ABOVE STATED BID EACH YEAR AND NO ADDITIONAL COMPENSATIONS SHALL BE MADE THEREOF.

City Of Fillmore

Public Landscape Maintenance Services, Specification No. 09-04

Bid Schedule “B”

City Landscape Maintenance Areas

(SHADED AREAS ARE IRRIGATED BY RECYCLED WATER AS NOTED)

CONTRACTOR: _____

ITEM NO.	DESCRIPTION	QTY.	PRICE PER MONTH	ANNUAL PRICE (12 Months)
21	“A” & 3rd Street Park	12 Months		
22	"B" Street Parkway from Old Telgraph Road to Second Street (Recycled Water Irrigation System)	12 Months		
23	Middle School Bike Path (Recycled Water Irrigatin System)	12 Months		
24	Public Works Yard Biofilter at 711 Sespe Place	12 Months		
25	Police Storefront / Villa Rodeo Park	12 Months		
26	Country Faire Park / Meadowlark Tract Park / Pond Park	12 Months		
27	“C” & Sespe Parkway - Tract 2687 & 2718	12 Months		
28	Los Serenos Park (West Side of Los Seranos Drive just North of Hwy 126)	12 Months		
29	Los Serenos at Hwy 126 (Oleanders)	12 Months		
30	Sespe Avenue Medians	12 Months		
31	Police Department Grass & Parkways	12 Months		

ITEM NO.	DESCRIPTION	QTY.	PRICE PER MONTH	ANNUAL PRICE (12 Months)
32	Chamber Park	12 Months		
33	Boys & Girl Club (Recycled Water Irrigation System)	12 Months		
34	Fillmore Aquatic Center (Recycled Water Irrigation System)	12 Months		
35	Main Street Park	12 Months		
36	Fourth Street Medians in Cul De Sacs	12 Months		
37	Stonehedge Parkway & Woodgrove Median Planter	12 Months		
38	3rd Street Stairwell (Recycled Water Irrigation System)	12 Months		
39	Veterans Memorial Building	12 Months		
40	Fillmore Library	12 Months		
41	Intermodal Center / Senior Center Parking Lot	12 Months		
42	City Hall & Fatco Parking Lots	12 Months		
43	Mtn. View & Santa Clara Planters	12 Months		
44	Downtown Planters, Medians & Parking (Recycled Water Irrigation System)	12 Months		
45	Central Park & City Hall (Recycled Water Irrigation System)	12 Months		
46	Shiells Park	12 Months		
47	Delores Day Park	12 Months		

ITEM NO.	DESCRIPTION	QTY.	PRICE PER MONTH	ANNUAL PRICE (12 Months)
48	Delores Day Baseball Field	12 Months		
49	Two Rivers Park (Recycled Water Irrigation System)	12 Months		
50	Railroad Right of Way "B" Street to Central Avenue (Recycled Water Irrigation System)	12 Months		
51	Religious Science Church Parkway	12 Months		
52	Equestrian Center Levee Face (Provide only annual price)	2 TIMES PER YEAR	2 TIMES PER YEAR	
53	Wastewater Treatment Plant Levee Face (Recycled Water Irrigation System) (Provide only Annual Price)	2 TIMES PER YEAR	2 TIMES PER YEAR	
54	Wastewater Treatment Plant Sod Area (Recycled Water Irrigation System)	12 Months		
TOTAL SCHEDULE "B" =				

NOTE: THIS IS INTENDED TO BE A FIVE (5) YEAR CONTRACT THAT MAY BE EXTENDED BY 5 YEARS IF APPROVED BY CITY COUNCIL. THE CONTRACTOR BY SUBMITTAL OF THIS PROPOSAL AGREES THAT A PRICE ADJUSTMENT BASED ON LOS ANGELES CPI PER YEAR INFLATION SHALL BE ADDED TO THE ABOVE STATED BID EACH YEAR AND NO ADDITIONAL COMPENSATIONS SHALL BE MADE THEREOF.

**City Of Fillmore
Public Landscape Maintenance Services, Specification No. 09-04**

Additive Alternative Bid Schedule “C”

City Landscape Maintenance Areas

CONTRACTOR: _____

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE
55	Dethatching Central Park & City Hall	1	EA	
56	Dethatching Main Street Park	1	EA	
57	Dethatching Shiells Park	1	EA	
58	Dethatching Delores Day Park	1	EA	
59	Dethatching Two Rivers Park	1	EA	
60	Overseed & Top Dressing Central Park & City Hall	1	EA	
61	Overseed & Top Dressing Main Street Park	1	EA	
62	Overseed & Top Dressing Shiells Park	1	EA	
63	Overseed & Top Dressing Delores Day Park	1	EA	
64	Overseed & Top Dressing Two Rivers Park	1	EA	
TOTAL SCHEDULE “C” =				

NOTE: THIS IS INTENDED TO BE A FIVE (5) YEAR CONTRACT THAT MAY BE EXTENDED BY 5 YEARS IF APPROVED BY CITY COUNCIL. THE CONTRACTOR BY SUBMITTAL OF THIS PROPOSAL AGREES THAT A PRICE ADJUSTMENT BASED ON LOS ANGELES CPI PER YEAR INFLATION SHALL BE ADDED TO THE ABOVE STATED BID EACH YEAR AND NO ADDITIONAL COMPENSATIONS SHALL BE MADE THEREOF.

TOTAL BID AMOUNT FOR 1 YEAR PERIOD SCHEDULE "A" = \$ _____

TOTAL BID AMOUNT FOR 1 YEAR PERIOD SCHEDULE "B" = \$ _____

TOTAL BASE BID AMOUNT FOR 1 YEAR (SCHEDULE A+B) = \$ _____

TOTAL BID AMOUNT FOR 1 YEAR PERIOD SCHEDULE "C" = \$ _____
(Schedule "C" is additive alternative bid amount.)

The following addenda are acknowledged:

Number: Date: Number: Date:

Number: Date: Number: Date:

Number: Date: Number: Date:

(Bidder must fill in number and date of each addenda or may enter the word "None" if appropriate)
Call (805) 524-1500 ext. 234 to determine addenda that have been issued.

BID MODIFICATIONS
Public Landscape Maintenance Services, Specification No. 09-04

To Agency - Make the following modifications to the prices bid in this Proposal:

BID SCHEDULE ("A", "B", OR "C")	BID ITEM NUMBER	DECREASE TOTAL PRICE BID FOR BID ITEMS INDICATED IN COLUMN No. 2 OF THIS TABLE.	INCREASE TOTAL PRICE BID FOR BID ITEMS INDICATED IN COLUMN No. 2 OF THIS TABLE
Col. 1	Col. 2	Col. 3	Col. 4

- Note: 1. This form may be used to modify the total price bid for an item or group of items on the proposal form without the necessity of re-computing the line totals, unit prices, or the total price bid. It is particularly intended to allow adjustments for last minute material quotes or subcontract bids.
2. The adjustments will be made in accordance with Section 13 of the "Instructions to Bidders".

 Contractor

 Signed

 Month/Day/Year

BID BOND
CITY OF FILLMORE, CONTRACT NO. 09-04

Public Landscape Maintenance Services, Specification 09-04

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (hereinafter "Bidder") intends to submit a bid to the City of Fillmore, California, a municipal corporation, (hereinafter "Agency") for the work described as follows:

Public Landscape Maintenance Services - **Specification No. 09-04** - City of Fillmore

Schedules A and B

NOW, THEREFORE, we, the Bidder, as Principal, and a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Agency, as Obligee, in the sum of _____ dollars (\$_____) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount Schedules A and B for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the Instructions to Bidders in the Contract Documents and Specifications with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof, and such certificates of insurance and other writings as may be specified in the Contract Documents, or in the event of the failure of said Principal to enter such Agreement and give such bonds, certificates and other writings, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the Agency in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto set our hands and seals this
_____ day of _____, 2009.

(Corporate Seal)

(Principal)

(Title)

(Corporate Seal)

(Surety)

By _____

(Title)

**CONTRACT
PUBLIC LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 09-04**

CITY OF FILLMORE,

PUBLIC LANDSCAPE MAINTENANCE SERVICES CONTRACT

SPECIFICATION NO. 09-04

THIS CONTRACT is made and entered by and between the CITY OF FILLMORE, a municipal corporation (hereinafter "City"), and _____ (hereinafter "Contractor").

WHEREAS, the City Council of the City at a meeting held on the _____ day of _____, 2009, authorized the Mayor to enter into this Contract on behalf of City Council.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

1.1 Terms used in this Contract which are defined in the General Conditions/Specifications have the meaning assigned to them therein.

2. Performance of Work

2.1 The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows: Public Landscape Maintenance Services – Specification No. 09-04, in accordance with the Special Conditions attached hereto and by reference made a part of the Contract Documents (hereinafter "work").

2.2 The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 7 hereof.

2.3 The Contractor shall be liable to the City for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the City, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Documents.

3. Schedule

3.1 The Contractor shall commence the work and shall diligently pursue the work to completion within the time stated in Article 14 of the Instructions to Bidders, and upon the work schedule as specified in the Special Conditions, except as such time may be extended in writing by the City in accordance with the provisions of the General Conditions.

4. Contract Price

4.1 The City shall pay to the Contractor as full consideration for the faithful performance of the contract entered into by this Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of

_____dollars (\$ _____).
Schedule A and B for first year.

5. Payments

5.1 The Contractor shall present copies of a monthly invoice including all applicable receipts, on or before the 20th day of each month for all work and services performed during the preceding month as the total compensation for all services to be rendered by the Contractor under the terms and conditions of this contract. The Contractor shall be paid within thirty-five (35) days after submission of the invoice and requested documentation as stated above.

5.2 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim.

6. Legal Requirements

6.1 Pursuant to California Labor Code section 1810 et seq ., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 of each worker employed in the execution of the contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Section 1810. (Labor Code §1813.)

6.4 Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in the employment of persons upon the work because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, martial status, sex or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. The Contractor shall have responsibility for compliance with this section. (Gov't Code §§12940, 12941.)

6.5 Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the work, including but not limited to a valid City Business License, and give all necessary notices and pay all fees and taxes required by law.

6.6 In entering into this contract or a subcontract to supply goods, services, or materials, the contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract or a subcontract. This assignment shall be made and become effective at the time the City tenders payment to the contractor, without further acknowledgement by the parties.

6.7 In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code § 4552.)

6.8 In performing the work required herein, Contractor shall comply with all applicable OSHA requirements.

7. Contract Documents

7.1 The contract entered into consists of the following Contract Documents, all of which are component parts of the contract as if herein set forth in full or attached hereto:

- (a) Notice Inviting Bids
- (b) Instructions to Bidders
- (c) Bid Proposal
- (d) Notice of Award
- (e) Notice to Proceed
- (f) Contract
- (g) Verification of California Contractor's License
- (h) Security for payment (labor and materials)
- (i) Security for performance
- (j) Contractor's Certificate Regarding Workers' Compensation
- (k) Certificate(s) of Liability Insurance
- (l) General Conditions/Specifications
- (m) Special Conditions/Landscape Maintenance Services
- (n) Maps
- (o) Addenda No. _____
- (p) Other documents (listed below)

8. Independent Contractor

The Contractor is and shall at all times remain as to the City a wholly- independent Contractor. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractors officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of the City.

9. Indemnification

9.1 The Contractor hereby agrees to indemnify, defend and hold harmless the City, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost and expense, including court costs and attorney's fees, whether or not litigation be commenced, because of injury or death to any person whomsoever or damage to any property whatsoever, arising out of or in any way connected with the performance of the work by the Contractor or any of the Contractor's officers, employees, servants or agents or any subcontractor.

9.2 The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Contractor, of any of the insurance policies specified in this Contract or other Contract Document.

9.3 The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Contract or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

10. Insurance

10.1 The Contractor shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Contract the policies of insurance required by this Article and shall furnish to the Department of Public Works a completed certificate of insurance and endorsements together with the executed copies of this Contract.

10.2 Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall:

(A) Name the City and its officers, employees, servants and agents as additional insured with the Contractor, whether liability is attributable to the Contractor or the City.

(B) Insure the City and the Contractor and their respective officers, employees, servants and agents while acting in the scope of their duties under this Contract against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this Contract by the Contractor or the City.

(C) Bear an endorsement executed by a duly authorized officer of the insurance company, whereby it is provided that such policy provides primary coverage and that any other policy that may afford coverage to the City shall be excess over, and not concurrent with, such policy.

(D) Bear an endorsement executed by a duly authorized officer of the insurance company, whereby it is provided that, in the event of proposed cancellation or amendment of such policy for any reason whatsoever, the City shall be notified by certified or registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the cancellation is effective.

(E) Insurance required by this Contract must be an "Occurrence" policy(s) and may not be a "Claims Made" policy.

10.3 Consistent with the provisions of Paragraphs 10.1 and 10.2 of this Article, the Contractor shall provide public liability and property damage insurance as follows:

General Liability	\$ 500,000	each person
	\$1,000,000	each occurrence
	\$1,000,000	aggregate products and complete operations
Property Damage	\$ 500,000	each occurrence
	\$1,000,000	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

The public liability and property damage insurance shall specifically provide:

(A) That the City of Fillmore as respects any agreement, contract, activity, omission, operation or undertaking of the named insured with the City whether liability is attributable to the insured or to the City, excepting the sole negligence of the City, insofar as and to the extent that such agreement is permitted by the applicable laws. The insurance companies hereunder further agree to defend the City, including investigation and attorney's fees, until a legal determination is made that it was not obligated to do so because of the sole negligence of the City.

(B) That the contractual liability of the named insured as assumed under the terms of its contract with the City, subject to policy terms and conditions.

(C) Broad form property damage including but not limited to underground coverage, explosion and collapse.

(D) Owners or contractors protective, manufactures and contractors, and elevator liability.

(E) Minimum standards of comprehensive general and auto liability.

10.4 Contractor, and every subcontractor, shall provide complete workers' compensation insurance consistent with the provisions of Paragraph 10.1 of this Article, or a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code. Contractor shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance. (Labor Code § 3700.)

11. Documentation of Status of Surety

Contemporaneously with the filing of a bid bond, labor and material bond, and faithful performance bond (or others), the Contractor shall obtain and file with the City the following documents:

- (1) A certified copy of the un-revoked appointment Power of Attorney, By-laws or other instrument entitling or authorizing the person who executed the bond to do so; and
- (2) A certified copy of the Certificate of Authority of the issuer issued by the Insurance Commissioner of the State of California; and
- (3) A certificate from the Clerk of the County where the principle office of the issuer is located that the Certificate of Authority of the issuer has not been surrendered, revoked, cancelled, annulled or suspended or in the event that it has that renewed authority has been granted; and
- (4) Copies of the insurers' most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 of Chapter 1 of Part 2 of Division 1 of the Insurance Code (Section 900 et seq.,).

12. Duration of Contract

The contract shall be in duration for a 5 year term unless terminated per the Right to Terminate section following. This Contract may also be extended for another 5 year term if approved by City Council at the end of the first 5 year term.

13. Right to Terminate

Either party may terminate this Contract, with or without cause upon 60-days written notice to the other party.

14. Claims

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Director, including failure or refusal to issue a change order, or for the happening of any event, thing occurrence, or other cause, unless he shall have given the Director due written notice of potential claim within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

15. Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

16. Notice

16.1 Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Director of Public Works at 250 Central Avenue, Fillmore, California 93015, and to the Contractor at

unless and until different addresses may be furnished in writing by either party to the other.

16.2 Notice shall be deemed to have been served as of the third (3rd) day after the same has been deposited in the United States Postal Service. This shall be a valid and sufficient service of notice for all purposes.

17. Assignment

17.1 The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the City. It is understood and acknowledged by the parties that the Contractor is the lowest responsible bidder qualified to perform the work.

17.2 Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

18. Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

19. Miscellaneous Provisions

19.1 Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

19.2 The contract shall be effective from and after the date that this Contract is signed by the representatives of the City.

19.3 This Contract is made in three (3) original counterparts.

19.4 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

19.5 The remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any remedy at law or in equity to which the City may be entitled.

20. Entire Agreement

20.1 The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

20.2 The Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

20.3 Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

20.4 The Contract Documents shall not be amended except by a writing duly executed by the parties.

20.5 This Contract shall be effective upon the date executed by the Mayor, which execution shall not take place until this Contract is executed by Contractor and all necessary documents are provided to City. It is agreed that subject to City Council approval this contract may be extended for an additional five (5)year periodand the provisions of the Contract Specifications shall apply to the extended contract period. Payments shall be the amounts that are extended in accordance with the cost escalation provisions of these Specification 09-04 as extended for the sixth (6) through the tenth (10th year) of the Contract as extended.

CONTRACTOR

If CONTRACTOR is:

An Individual

By: _____
(Individual's Name)

doing business as _____

Business address: _____

Telephone Number: (_____) _____

Date Signature

A Joint Venture

By: _____
(Name)

(Address and Telephone Number)

By: _____
(Name)

(Address and Telephone Number)

Date Signature

By: _____
(Corporate Seal)

A Corporation

_____ (Corporation Name)

_____ (State of Incorporation)

By: _____
(Person Authorized to Sign)

_____ (Title & Position)

Date _____ Signature _____

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Telephone Number: (_____) _____

Date _____ Signature _____

VERIFICATION OF CALIFORNIA
CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 et seq. and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date
----------------	-------	-----------------

CONTRACTOR (PRINT OR TYPE)

Date

Signature

CERTIFICATE REGARDING
WORKERS' COMPENSATION

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR (PRINT OR TYPE)

Date

Signature

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF FILLMORE, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2009, for work identified as Public Landscape Maintenance Services Contract– Specification No. 09-04, which Agreement is hereby incorporated into and made a part hereof; and

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

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

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

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2009.

(Principal)

(Corporate Seal)

Notary Certificate
Attached

By

(Title)

(Corporate Seal)

Notary Certificate
Attached

(Surety)

By

(Title)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF FILLMORE, CALIFORNIA, a municipal corporation,(hereinafter "City") and _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2009, for work identified as Public Landscape Maintenance Services Contract – Specification No. 09-04, which Agreement is hereby incorporated into and made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 3247, et seq., said Contractor is required to furnish a Labor and Materials Bond;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, or any of his or its subcontractors, shall fail to pay for any materials, equipment, provisions, provender or other supplies or teams, or for rental of the same, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, fails to pay to any of the persons named in Section 3181 of the Civil Code or fails to pay for amounts due under the Unemployment Insurance Act with respect to such work or labor performed under said Agreement and any and all dully authorized extensions and amendments thereto, with or without notice thereof to the surety, or for any amount required to be deducted, withheld and paid over to the Employment Development Department for the wages of employees of the Contractor and subcontractors pursuant to 13020 of the Unemployment Insurance Code with respect to such work and labor the surety hereon shall pay for the same in any amount not exceeding the sums specified in this bond, otherwise the above obligation shall be void.

This bond will inure to the benefit of any and all persons, companies and corporations entitled to file claim under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

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

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2009.

(Principal)

(Corporate Seal)

Notary Certificate
Attached

By

(Title)

(Corporate Seal)

Notary Certificate
Attached

(Surety)

By

(Title)

GENERAL CONDITIONS/SPECIFICATIONS

GENERAL CONDITIONS/SPECIFICATIONS
CITY OF FILLMORE
PUBLIC LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO 09-04

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GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Maintenance

Terms defined herein which are used in other Contract Documents have the meaning assigned herein, unless the context requires a different meaning.

Words used herein in the masculine gender include the feminine and neuter, and vice versa; the singular includes the plural, and vice versa. The word "person" includes a corporation, association or partnership.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phrases having a well-known or technical meaning shall be so construed.

In the event of conflict, the order of precedence of governing documents shall be as set forth in Section 5 of the Instructions to Bidders.

1.2 Terms Defined

Acceptance: The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the specifications and any modifications thereof.

Addendum: The modification of the specifications issued to all prospective bidders during the period when necessary to change, correct, clarify, or further define any phase of the work.

Bidder: Any individual, firm, partnership, corporation, combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City: The City of Fillmore, County of Ventura, State of California

City Clerk: The City Clerk of City.

City Council: The City Council of City.

Director/Engineer: The Public Works Director of City or his/her duly authorized deputies, agents, representatives or inspectors.

Landscape Inspector: That individual or his/her designee designated by the City of Fillmore to be the Landscape Inspector for the City.

Contractor: The successful bidder to whom the contract is awarded.

Days: Calendar days, unless business days or work days, are expressly specified.

Materials: Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to City under the contract.

Project: The project is the total maintenance services of which the work performed under the contract may be the whole or a part of.

Special Conditions: Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

Subcontractor: Any subcontractor under Contractor.

Work: That which is proposed to be maintained or done under the contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

Working Days: A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when work is suspended by the Director, and any other day determined to be non-working in accordance with the Contract Documents.

1.3 Abbreviations

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
AWS	American Welding Society
AWWA	American Water Works Association
EIA	Electronic Industries Association
IEEE	Institute of Electric and Electronic Engineers
ISA	International Society of Arboriculture
LARWQCB	Los Angeles Regional Water Quality Control Board
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NPDES	National Pollution Discharge Elimination System
SSS	State of California Standard Specifications, Latest edition, Department of Public Works, Department of Transportation
VCSS	Ventura County Standard Specifications
WDR	Waste Discharge Requirement

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor shall confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Director.

(b) With respect to any premises, tools or equipment of City made use of in the performance of the contract, Contractor shall have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe condition for the protection of workmen while using them during the performance of the work.

2.2 Materials Furnished By City

No materials shall be furnished by the City of Fillmore except water (for irrigation) and electrical power.

2.3 Warranty

(a) The labor and materials bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in section 3184 of the California Civil Code, and the performance bond must be paid up and in effect for six months after the acceptance of the job by City in accordance with the guarantee required by Subsection 2.3(b).

(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all work for a period of 60 days after the expiration or termination of the Contract and shall repair or replace any of all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship, materials or both within 60 days after the expiration or termination of the Contract without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. The Director will give notice of observed defects with reasonable promptness. Contractor shall notify the Director upon completion of repairs.

(c) In the event Contractor fails to commence the corrective work within ten (10) days after being notified in writing to do so by the Director and prosecute the corrective work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who shall pay costs and charges therefore immediately on demand.

(d) If, in the opinion of the Director, defective work creates a condition which requires immediate corrective work the Director shall attempt to give the notice required by this section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Director, City may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor shall be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in this Section or elsewhere in the contract.

(e) This section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any items for which a manufacturer gives a warranty or guaranty for a longer period. Contractor shall furnish the Director with all appropriate warranty and guaranty certificates upon receipt.

2.4 Liens

No materials, supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials installed or incorporated in the work by Contractor or any subcontractor and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to City free from any claim, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly

retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise City as to owner thereof. Nothing contained in this article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

2.5 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be complied with, except where the contract documents specifically requires deviations.

2.6 Certificates of Compliance

The Director may require certificates of compliance with the specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve Contractor from the requirements of providing materials and manufactured items complying with the specifications even though they have been incorporated into the job.

3. Maintenance Schedule and Commencement of Work

3.1 Proposed Maintenance Schedule

(a) After notification of award and prior to the start of any work, Contractor shall submit to the Director for approval the proposed maintenance schedule. The maintenance schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment. The maintenance schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications.

(b) If Contractor desires to make a major change in its method of operation after commencing maintenance, or if its schedules fails to reflect the actual progress, it shall submit to City a revised maintenance schedule in advance of beginning revised operations.

3.2 Beginning of Work

(a) The delivery to City, for execution and approval of the contract documents properly executed on behalf of Contractor and surety and receipt of the Notice to Proceed from the City, shall constitute Contractor's authority to enter upon the site of the work and to begin operations, subject to its assumption of the risk of the disapproval of the contract, as herein provided, and subject also to the following:

- (1) Contractor shall have received a receipt in writing for the properly executed contract documents, including bonds and certificates of insurance.

- (2) City may, for any reason, order Contractor not to enter upon the site of the work, which order shall nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.
- (3) Notice in writing of Contractor's intention to start work prior to approval, specifying the date on which he intends to start, shall be given to the Director at least 24 hours in advance.
- (4) Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these general conditions/specifications and the special conditions.
- (5) In the event of disapproval, Contractor shall, at its expense, do such work as is necessary to leave the site in a neat condition to the satisfaction of the Director. If the work done affects any existing road or highway, Contractor shall, at its expense, restore it to its former condition or the equivalent thereof to the satisfaction of the Director.
- (6) All work done according to the contract prior to its approval will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

(b) Entry upon the site without authority will be treated as trespassing.

(c) Should Contractor begin work in advance of receiving notice that the contract has been approved as provided above, any work performed by him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved.

(d) Contractor may start work at any time after the Notice to Proceed is issued, but work shall begin within the number of days indicated on the Bid Proposal after the starting date for the contract, or at such other times as may be indicated in the special conditions. The actual date on which Contractor starts work will not affect the required item for completion as provided for in the contract.

(e) If required by the special conditions, Contractor shall start maintenance operations on that part of the project designated by the Director.

(f) The work shall be conducted in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the specifications within the time set forth in the contract.

3.3 Starting of Contract Time

As soon as practicable after the contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the contract time will be fourteen (14) calendar days after the Notice to Proceed is issued, unless otherwise provided in the Notice to Proceed.

4. Subcontracting

4.1 Subcontractors Bound By Contract

Contractor agrees to bind every subcontractor by the terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to City for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and City.

4.2 City Consent to Subcontractors

City's consent to, or approval of, any subcontractor under the contract shall not in any way relieve Contractor of its obligations under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between City and Contractor.

5. Work By Others

5.1 City's Right to Award Other Contracts

(a) City reserves the right to award other contracts in connection with the project. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the site of the project.

(b) If simultaneous execution of any contract is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. Notwithstanding any other provision of these General Conditions, City shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of City respecting the order of precedence in performance of contracts.

5.2 Contractor's Responsibilities

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by City in prosecution of project to the end that Contractor may perform the contract in consideration of such other contracts, if any.

Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project or other City project.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the Director any defects in such work that render it unsuitable for such proper execution and results. Its failure so to do shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

6. Authority of the Director

6.1 General Authority

The Director shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the specifications and all questions as to the acceptable fulfillment of the contract on the part of Contractor and as to compensation. His/her decisions shall be final and it shall have authority to enforce and make effective such decisions and orders.

6.2 Interpretation of Specifications

The Director shall interpret the meaning of any part of the specifications about which any misunderstanding may arise and his/her decision will be final. Should there appear to be any error or discrepancy in or between the specifications, Contractor shall refer the matter to the Director for adjustment before proceeding with the work. Should Contractor proceed with the work without so referring the matter, it does so at its own risk.

6.3 Inspection

(a) The Director shall have full access to all operations involving work under the contract and shall be provided reasonable advance notice of the time and place of operations which he desires to observe. He/she shall be provided with all requested samples of materials and work for testing purposes.

(b) All work shall be under observation of the Director or his/her designee. He/she shall have free access to any or all parts of work at any time. Contractor shall furnish the Director reasonable facilities for obtaining such information as may be necessary to keep him/her fully informed respecting progress and manner of work and character or materials. Inspection of work shall not relieve Contractor from any obligation under the contract. The Director shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees and any subcontractors accordingly.

6.4 Disputes Pertaining to Payment for Work

Should any dispute arise respecting the true value of any work done, of any work omitted, or any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the Director.

7. General Provisions

7.1 Traffic Requirements

(a) Street Closures, Detours, and Barricades

(1) Traffic Plans of street closures or detours shall be approved by the Public Works Director. In addition the Public Works Director has the authority to not allow said closure or detours. Such decisions shall not effect the compensation as bid by the contractor. No adjustments shall be made thereof.

(2) All costs involved in complying with the following requirements for street closures, detours and barricades shall be borne for by Contractor.

(3) Contractor shall notify the Public Works Director or his designee, at least five (5) working days before closing or partially closing any street. The Public Works Director will arrange detour routes and issue signing instructions, if required.

(4) Contractor shall notify the following agencies, at least forty-eight (48) hours in advance of the closing, partial closing, or opening of any street or alley:

Fillmore Police Department
Fillmore Fire Department
Fillmore Department of Public Works

(5) Contractor shall install, maintain, and remove all temporary barricades, lights, warning signs, and other facilities necessary to control traffic as specified in the Manual of Warning Signs, Lights & Devices for Use in Performance of Work Upon Highways, which is compiled in accordance with section 21400 of the California Vehicle Code. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition, and otherwise meet the requirements of new materials. (Veh. Code § 21400.)

(6) If at any time any portion of the street is obstructed to traffic, Contractor shall post "No Parking Anytime" signs on both sides of the street for a distance of three hundred (300) feet beyond the obstructed portion of the street.

(7) In addition to the lane width specified in subparagraph (b) below, Contractor shall maintain a minimum clearance of three (3) feet to excavations and a minimum of two (2) feet to curbs and other obstructions. When traffic patterns required by the work are such that opposing lanes of traffic must cross the existing centerline, Contractor shall separate the opposing lanes at intervals, not to exceed fifty (50) feet, or as directed by the Public Works Director.

(b) Minimum Requirements for Maintaining Traffic Flow: Traffic in both directions shall be maintained on all side streets at all times. Minimum ten (10) foot lanes shall be used.

7.2 Earthquake and Damage

When the Governor of California or the President of the United States declares that the area where the work is being performed is a disaster area due to earthquakes Contractor will be relieved of the responsibility for repairing damage to the work caused by earthquake, unless such damage results from negligent acts or omissions of Contractor.

8.0 Acceptance of Work

8.1 No Waiver of Legal Rights

(a) City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from

showing the true amount and character of the work performed and materials furnished by Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract.

(b) City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from Contractor or its surety, or both, such damages as it may sustain by reason of Contractor's failure to comply with the terms of the contract.

(c) Neither the acceptance by the Director nor by his/her representative nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Director shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

(d) A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

8.2 Non-Complying Work

Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

8.3 Fulfillment of Contract

Contractor shall, at its sole expense, protect and care for all work until the contract has been fulfilled to the satisfaction of, and the work has been accepted in writing by the Director. The date upon which the Director accepts the work as complete shall be the date that Contractor is relieved from responsibility to protect the work.

8.4 Correction of Work Before Acceptance

(a) Contractor shall promptly remove from premises all work condemned by the Director as failing to conform to contract, whether or not installed or incorporated. Contractor shall promptly replace and re-execute the work to comply with the Contract Documents without additional expense to City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

(b) If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, City may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

8.5 Deductions for Uncorrected Work

If City deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from contract price shall be made therefore.

8.6 Final Clean Up

Upon completion of the work and before acceptance and final payment shall be made, Contractor, as its sole expense, shall clean the work area and all premises occupied by him in connection with the work. All rubbish, excess materials, falsework, temporary structures, tools and equipment shall be removed and all parts of the work shall be left in a neat and presentable condition.

8.7 Certificate as-to Compliance With Certain Regulations

Contractor shall file with Director, prior to the acceptance of the work, a certificate in form substantially as follows:

I (We) hereby certify that all work has been performed and materials supplied in accordance with the specifications and Contract Documents for the above work and that:

- (a) There have been no unauthorized substitutions of subcontractors; nor have any unauthorized subcontracts been entered into;
- (b) No subcontract was assigned or transferred or performed by anyone other than the original subcontractor.
- (c) All claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

9 Assignment of Rights

9.1 Assignment to City

In entering into this landscape maintenance service contract or a subcontract to supply goods, services, or materials pursuant to this landscape maintenance service contract, Contractor or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this landscape maintenance service contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

9.2 Agreement to Assign

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code § 4552.)

10 Prohibited Interests

No official, employee, or agent of City, nor any member of their immediate family, shall have any direct or indirect interest in the contract.

11 Labor Code Requirements

11.1 Working Hours

(a) Contractor shall comply with all applicable provisions of section 1810 et seq. of the California Labor Code relating to working hours. Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

(b) Withholding for unpaid wages: City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages as provided for in section 11.5 (a) above.

11.2 Workers Compensation

(a) In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of its employees.

(b) In accordance with the provisions of section 1861 of the California Labor Code, each contractor to whom a contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Work Identification: Public Landscape Maintenance Services – Specification No. 09-04

1. Scope of Work

This specification establishes the standards for the maintenance of the landscaped areas within the City of Fillmore.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility will be to integrate innovative and progressive 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.

The Contractor shall meet with the City's Director of Public Works, Landscape Inspector and the current Public Landscape Maintenance Contractor to develop a transition plan for the Contract Services. At that meeting specifics of the landscape areas covered by the Contract will be discussed including the current schedules for Fertilization, Pesticide and Herbicide application and other schedule related work such as any planting, trimming, and pruning related activities. The Contractor shall have the appropriate personnel that will be providing landscape maintenance under the Contract in attendance, the costs related there to shall be included in the first year maintenance services bid amounts.

Maintenance of the landscaping shall include, but not be limited to: mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, deep root watering, dethatching, and plant replacement. Contractor will be responsible for the removal of trash and accumulated debris from site and appurtenant maintenance services specified hereunder within the boundaries of the maintenance areas. It is the intent and requirement for contractor to schedule maintenance to keep the sites in a state of healthy vigorous growth.

The Contractor will submit a maintenance schedule to the Landscape Inspector, scheduling the maintenance operations that includes, but is not limited to: tree pruning, aeration, dethatching, insecticide/herbicide application, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf.

Appendix "A" attached shows the Landscape Maintenance areas delineated on recent aerial photographs of the City for ease of reference

Utilities

Water and electricity will be provided by City at no cost to Contractor.

Interpretation of Contract and Specifications

Should there appear to be any uncertainty, ambiguity or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any portion hereof of the applicability of the provisions hereof to the Contractor or the performance required

hereunder, the Public Works Director shall be consulted and his/her decision thereon shall be final and conclusive.

Terms and Exclusiveness of Contract

From the date of award, this contract shall be in effect for 12 months. Under the terms of this contract, the City has the option to extend the contract for additional 12 months or any portion thereof for a total period of 5 years. That decision will be based on the general satisfaction of the services provided. The contractor shall receive a cost of living and inflationary adjustment to the original contract amount for each additional year the City extends the contract to a maximum of 5 years based on Consumer Price Index. The CPI used shall be based on the annual percentage change for the Los Angeles/Riverside/Orange County area for All Urban Consumers as determined by the Bureau of Labor Statistics. No additional compensation shall be given therefore.

If the City elects to extend the contract it shall notify Contractor 120 days prior to expiration.

From the date of award, Contractor shall have the exclusive duty, right and privilege of performing the scope of work for this contract. In return for the exclusiveness of said contract and other considerations provided herein, Contractor agrees to provide landscape maintenance services.

Scheduling

Contractor shall provide a monthly maintenance schedule to City Landscape Inspector prior to commencement. This shall include mowing, shrub maintenance, tree trimming, fertilizations, irrigation maintenance and other duties in the areas involved. Any changes shall be reported in writing or by submittal of revised schedule to the Landscape Inspector prior to commencement of work.

The Director or his/her representative shall have the right to alter or change this schedule on a temporary or permanent basis to best meet the needs of the City provided such changes do not increase the frequency of service resulting in an increased cost not anticipated in the original bid.

Storage Facilities

City shall not provide any storage facilities for Contractor. Any storage facilities provided by Contractor must be located outside the boundaries of the Contract for which landscape maintenance services are performed, unless prior arrangements are made by the Director.

Office for Inquiries and Complaints

Contractor shall maintain an office at a fixed location and shall maintain a telephone thereat, listed in the telephone directory in his/her own name or in the firm name by which he/she is most commonly known and shall at all times, have a responsible person(s) employed by Contractor to take the necessary action regarding all inquiries and complaints that may be received from property owners or from the Director.

This person(s) shall be reachable twenty-four hours per day. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of complaint(s) within one (1) hour of the beginning of Contractor's workday. The telephone of said Contractor shall be on the exchange or exchanges within the City or a toll-free number.

Contractor shall provide sufficient personnel at areas of responsibility everyday for emergency purposes and to provide normal maintenance. In the event Contractors crews are not scheduled to work everyday in the City of Fillmore, they shall be able to respond within 2 hours upon notification of complaints.

Contractor shall maintain a written log of all such complaints, the date thereof and the action taken pursuant thereto or the reason for non-action. This log shall be given to the Landscape Inspector at such time contractor submits invoice to the City.

All complaints shall be abated as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately in writing, the reason for not abating such complaints.

The Contractor may be requested by the Landscape Inspector or the Public Works Director to perform special tasks that are above his normal scheduled work (i.e., citizen action requests, coordination with utility locations or special work orders). It is intended that the specifications are indicative of the work to be anticipated by the Contractor and will allow for additional work at no additional cost to the City considered normal maintenance to meet the specifications.

2. Irrigation

Irrigate as required to maintain adequate growth rate and appearance and in accordance with a schedule agreed to by the Director and Contractor. The Contractor shall change the irrigation schedule if so directed by the Public Works Director. The Contractor shall not be liable for impacts associated with requested changes to the irrigation schedule.

There are two separate sources of water for irrigation: A) potable water from the City's domestic water system and B) recycled water from the City's Water Recycling Plant (WRP) operated by American Water Operations and Maintenance, Inc (AWOM, Inc). The Contractor is responsible for repairs and replacement of all materials after the water meter for all systems using potable water and those portions of the irrigations systems using recycled water using surface sprayer bubbler irrigation including, but not limited to the following:

- * Flow sensors
- * Mainlines
- * Valves
- * Lateral lines
- * Sprinkler heads
- * Controller enclosures
- * Electrical repairs
- * Hose bibs
- * Drip hoses and emitters
- * Valve boxes and lids
- * Quick couplers
- * Fertilizer injectors
- * Irrigation controllers, solenoids, wiring, batteries, communication cables and antennas.

For the subsurface drip irrigation (SDI) areas, AWOM, Inc. is responsible for the operation and maintenance of the irrigation systems including the head works and the SDI tubes and related equipment. The Contractor is responsible to coordinate operations and maintenance of these recycled water use areas with AWOM, Inc. and to report any leaks or damage to AWOM, Inc. for their action. The SDI irrigated areas are shown in the Bid Schedules.

Irrigation controllers, solenoids, wiring, batteries, and communication cables for the systems operated and maintained by the Contractor shall be repaired and replaced as required by the Contractor. The City will be responsible for the cost of these parts in excess of \$500 per year. The City will pay for these parts at the wholesale cost. All labor is to be provided by the contractor at no additional cost to the City.

- (a) The Contractor shall provide competent and fully trained irrigation personnel. Irrigation personnel shall be fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment, programming and repair. Irrigation personnel may be required to pass a test given by the Landscape Inspector to prove his competency in this field. Failure to pass such test shall preclude this individual from working on City irrigation systems.

Portions of the areas irrigated and maintained pursuant to the contract are irrigated using Recycled water. The Contractor and all personnel that work with recycled water in Fillmore shall attend an annual three hour recycled water training sponsored by the City. The Contractor shall be thoroughly familiar with the State and Local requirements relative to the use of Recycled water for landscape irrigation. Specifically the Contractor shall comply with the requirements set forth in the following publications and any updates thereto:

- California Health Laws Related to Recycled Water, "The Purple Book," June 2001 Edition
- Guidelines for Distribution of Non-potable Water California-Nevada Section American Water Works Association, 1992
- Title 22 Code of Regulations, June 2001 Edition
- Title 22 Engineering Report for the Proposed Use of Recycled Water in the City of Fillmore, October 2008 by AECOM

Copies of these documents are on file at the Fillmore City Hall. The Contractor will be responsible for being certain that its employees are fully familiar with the above documents and the requirements.

It shall be the responsibility of the Contractor to maintain the subject City facilities with the signage, sprinkler heads and other equipment in compliance with the above referenced Regulations. Should the Contractor note areas where the City's facilities are not in compliance with these requirements the Contractor shall take the necessary actions to attain compliance. If facilities are not in place at the time the Contractor commences work on the contract the City representative shall be notified, in writing, so that the City can bring the facilities into compliance or direct the Contractor to take the necessary corrective action for which it will be compensated as additional work by the City.

- (b) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and the relationship of conditions which affect day and night watering.

- (c) Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for coverage, adjustment, clogging of lines and removal of obstacles, including plant materials that obstruct the spray, or the clogging of drip systems.

As noted above recycled water for several of the irrigation systems is provided by AWOM Inc. The Contractor shall coordinate its operation relative to the various systems using Recycled water with AWOM Inc, to schedule any component repairs, maintenance and operations. This is essential so that the various irrigation systems which use Recycled water are available for disposal of the Recycled water from the WRP.

- (d) Contractor shall check all systems weekly, including slope areas, and adjust and/or repair sprinkler heads causing excessive runoff or which throw directly onto the roadways or sidewalks. All repairs shall be made prior to the next scheduled irrigation cycle. In the event that repairs cannot be made prior to the next scheduled irrigation cycle, the system shall be shut down and the Landscape Inspector shall be immediately notified. A monthly operational test of the entire system shall be made, and irrigation test reports shall be filled out at that time. Test reports must be of a format approved by the City.
- (e) All irrigation controllers will be scheduled for routine watering between the hours of 11:00 p.m. to 5:00 a.m. daily. Contractor shall maintain battery backup on all electrical controllers in case of power failure and maintain solar irrigation controllers. It is the intention of City to conserve water as much as possible while still allowing ample water to stimulate plant growth. The City's Landscape Inspector will review the watering schedule with Contractor regularly and will review water consumption. The City's Landscape Inspector will make the final determination of the amount of time set for watering for each controller. Contractor shall notify the City 24 hours prior to running irrigation systems during restricted watering hours.
- (f) Contractor shall turn off all irrigation controllers during rainstorms or before expected rainstorms, or as directed by the City representative.
- (g) Contractor shall turnoff all controllers when the temperature drops below or when the temperature is expected to drop below 45' Fahrenheit to prevent possible icing of walkways and roadways. Contractor will return to normal operations as conditions improve.
- (h) The Sub Surface Drip (SDI) systems that use Recycled water shall not be shut down during periods of low temperature without first receiving City approval in writing.
- (i) A soil probe or tensiometer shall be used to determine the soil moisture content in various areas.
- (j) Contractor shall observe and note deficiencies occurring from the original design and review these findings with the Director so necessary improvements can be considered. Defective irrigation controllers shall be reported immediately.
- (k) Contractor shall repair all leaking, dysfunctional, or defective valves, heads, emitters, risers, and mainline breaks within twenty-four (24) hours unless extended by the Landscape Inspector. In the event of such extension, it shall be the Contractors' responsibility to shut down the system, and Contractor shall be required to provide water to affected areas.

- (l) The responsibility of testing and certifying all irrigation backflow prevention devices will continue to be the responsibility of City.
- (m) In the course of making repairs, no open holes shall be left unattended unless properly covered and barricaded. No thoroughfares such as sidewalks and streets are to be blocked without prior written approval of the Director.
- (n) Replacements will be of original materials unless otherwise approved by the Landscape Inspector.
- (o) Irrigation Controllers:
 - 1) Controllers will be monitored weekly for proper operation, proper setting for water application and time of day of application.
 - a) All areas will be watered between the hours of 11:00 p.m. to 5:00 a.m., unless other times are authorized.
 - b) Water can only be on during daylight hours for repairs or for special authorized conditions except as outlined in section (e) above.
 - 2) Repair - Controllers will be serviced and/or repaired within seven (7) days of notification by City. In the event that such repairs are being made Contractor shall provide a "loaner panel" or water systems manually until such repairs have been made. The City, at its discretion may replace non-repairable or obsolete controllers.
 - 3) Wiring and Solenoids - The Contractor is responsible for proper maintenance and repair of wiring and solenoids from the main source to the automatic timer and from the automatic timer to each valve in the system. All splices to wiring shall be in approved pull boxes, with the wire identified with a "Christy" I. D. Tag, corresponding to the valve sequence number. All communication and sensing cable shall be protected in place and shall be repaired by the Contractor when necessary. In no case shall the integrity of the wiring system be compromised.

(p) Main Line:

The main line begins on the discharge side of the water meter. The Contractor is responsible for its proper repair and maintenance. Should extensive damage develop due to a main line break caused by persons or events other than the Contractor, the Contractor will repair the damage. He will bear the total labor cost and a maximum of \$500 of the wholesale material costs. The City will pay the balance upon approval. All labor is to be provided by the contractor at no additional cost to the City.

(q) Valves:

All valves will be monitored for leaks and repairs weekly or as needed for proper operation. Leaking valves must be repaired within 24 hours of notification. All automatic valve replacements will be equal to existing manufacturer's specifications or better. Valve boxes shall be kept free of all debris and valves shall be readily accessible.

(r) Lateral Lines:

All pipes from the valves are lateral lines. These lines will be kept in good working conditions at all times. Repairs are the Contractors responsibility.

(s) Sprinkler Heads:

All sprinkler or irrigation heads will be monitored daily or as needed in order to maintain proper operation and coverage over turf, shrubs and groundcover. This includes adjustment, cleaning, repairs and replacement of missing or non-repairable heads and emitters.

(t) Irrigation Enclosures:

The Contractor shall be responsible for providing and installing standardized locks on all enclosures. Keys shall be supplied to the Landscape Supervisor.

Contractor shall be fully responsible for all equipment, which has not been provided with locks.

(u) Electrical Repair:

The Contractor shall be responsible for care of all electrical beginning at the meter for each system.

(v) Vandalism and Theft:

The Contractor will bear the total labor and material costs arising from acts of vandalism and/or theft to City property which has not been caused by Contractor' operations, Contractor, or their employees. The Director shall be notified immediately by the Contractor in regards to any committed acts of vandalism and/or theft.

3. Turf Care

- (a) All turf areas are to be mowed weekly to maintain the height specified below with clippings mechanically collected and the borders neatly edge. From October to March the mowing frequency shall be controlled by the turf height. However, Central Park & City Hall shall be mowed on Thursday's prior to 2:00 p.m. Mechanically trim around sprinkler heads as needed to provide maximum water coverage. Trim around planters, mowing strips trees and walkways. All walkways, parking lots, and street areas shall be cleaned, and the debris properly disposed of. Mechanical blowing devices shall not be used after 8:00 a.m. at Central Park or City Hall. Additionally, they shall not be used in the vicinity of parked vehicles or when pedestrians are present. Irrigation shall not have run within 24 hours PRIOR to mowing.

Mow to the following heights:

Bluegrass-1-3/4" to 2-1/4" Perennial Rye – 1-0" to 1-1/4" Fescue- 1-3/4" to 2-1/4"
Hybrid Bermuda 1/2" to 1"

- (b) Irrigate as necessary to maintain proper growth rate and optimum appearance. Spot-check soil moisture by taking tensiometer readings every other week. Records of these readings shall be kept and made available to the City Landscape Inspector upon request.
- (c) Maintain lawn areas in a weed-free condition.
 - (1) A pre-emergent weed grass and broadleaf control shall be applied to all turf between January 1 and February 15 of each year.
 - (2) Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a "weed-free" turf condition, with applications a minimum of eight (8) times per year. This shall be the program for all turf grass areas. Landscape Inspector shall be notified of all chemical applications in writing.
- (d) Aerate a minimum of once a year between February 1 and March 31. No aeration shall be conducted on areas of Subsurface Drip Irrigation Systems. Prior to aeration the contractor shall mark all surface fixtures such as but not limited to irrigation sprinkler heads, control valves, irrigation boxes and other appurtenances. Aerate all turf by removing ½ " diameter by 4" deep cores of sod with an aerator machine at not more than 6" spacing. Immediately prior to aeration, mow turf to a height of one-inch (1").

Bare spots, upon notification by the Landscape Inspector, shall be reseeded within seven (7) days. Bare spots are to be reseeded with seed identical to the type of grasses already growing in that particular area and with proper topping. All such areas shall be maintained in the same manner as any newly planted area. Seed shall be spread at a rate of twelve (12) pounds per 1,000 square feet, or a rate agreed upon by the Landscape Inspector. These seeds must be approved in advance by the Landscape Inspector.

- (e) Turf shall be dethatched and debris removed as directed by Public Works Director shall be paid at the unit bid price. The City reserves the right to not dethatch. If ordered it shall be completed by "Rail type" dethatching machine prior to over seeding. Contact City's representative prior to work.
- (f) Overseed all turf areas after dethatching prior to October 15. Overseeding shall be completed after removal of weeds. Seed with Marathon 2 or seed approved by the Landscape Inspector, at recommended overseed rates. Reseeding of hybrid Bermuda sod shall only be with hybrid Bermuda. After seeding, apply 1/4" of a suitable, approved top dressing material (Agromin Topper mix or equal) and adjust water timing as needed. Overseeding shall only occur if requested by the Public Works Director and shall be paid for at the unit price provided in bid Schedule "C". The City reserves the right not to have this work performed.
- (g) Fertilization: All turf areas are to be fertilized a minimum of seven (7) times a year as follows:

During the months of November and January: Nitra King 22-3-9 or equivalent. Apply material to achieve application of 1 Pd of actual nitrogen per 1,000 sq. ft.

During the months of February and April, Turf Supreme 16-6-8 or equivalent. Apply material to achieve an application if 1 Pd of actual nitrogen per 1,000 sq. ft.

During the months of May and September: Sulfur Turf 25-5-5 sulfur coated product or equivalent. Apply to achieve an application of 3/4 Pd actual nitrogen per 1,000 sq. ft.

During the month of October: Turf Supreme or equivalent. Apply to achieve an application of 1 Pd of actual nitrogen per 1,000 sq. ft.

4. Shrubs, Vines, and Ground Cover Care

Contractor shall perform the following services:

Fertilization:

Shrubs, trees, vines and groundcovers shall be fertilized every ninety (90) days.

Granular: Apply a balanced fertilizer (Apex 21-7-6 Super Iron Top Dress) or equivalent at manufactures suggested rate.

Shrubs

Maintain three-inches (3") of City-approved mulch material (Agromin ES2) on all areas not covered by foliage.

Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.

Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with City Landscape Inspector.

Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.

Remove any spent blossoms or dead flower stalks weekly to present a neat clean appearance.

Shrubs and mounding shall not exceed two-feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.

Roses

Roses shall be pruned every three months. This pruning shall consist of removal of all dead wood and undesirable growth. This pruning shall be considered major pruning and shall conform to the latest principals of pruning as outlined by the American Rose Society. After major pruning, the roses shall be treated with a dormant oil spray per manufactures directions. Roses shall be fertilized monthly throughout the season (March-December) with Bandini Rose food per manufacturer's directions. Spent blossoms shall be removed weekly and all weeds and debris promptly removed from site. Minor trimming shall be conducted continually throughout the growing period to promote maximum bloom and vigor.

Vines

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. Do not use nails to secure vines on masonry walls. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth. Pruning of vines will be in accordance with good horticultural practices. Vines shall be trimmed to prevent their creeping into planter beds, trees, flood control channels and to prevent their detachment from walls. Height of vines shall be maintained as specified by City, (typically within 6" of the height of the object upon which they are growing).

Groundcover

Trim groundcover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height. Landscape Inspector shall be responsible for determining objectionable height. Remove weeds by chemical or mechanical means as approved by City Landscape Inspector.

Prevent soil compaction by cultivating or appropriate means of aeration of the soil regularly all groundcover areas.

Any paper or litter that accumulates in groundcover areas shall be picked up on a weekly basis (minimum).

Keep groundcover trimmed back from all controller units; valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow groundcover to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four-inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with City Landscape Inspector.

Bare soil areas shall be cultivated a minimum of once per month.

5 Tree Care

City will be responsible for major tree maintenance. Contractor shall be responsible for minor tree maintenance on trees up to ten feet (10') from the ground within the landscape maintenance area of contract. Trees shall be pruned in accordance with the latest International Society of Arboriculture (ISA) recommendations. During the months of June through October, a deep watering of trees designated by the Landscape Inspector shall be completed every fourteen days (14). Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Additional tree stakes, ties and guys will be a Contractors expense. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys per City specification. Replace broken stakes as required. Fertilizer shall be applied as indicated under item 4, above.

6. Weed Control

All weeds will be removed by either cultivation, chemical eradication, mechanically or by hand. Weeds are to be removed from all turf, shrub, tree wells, vine pockets, curbs, gutters, streets, paved medians, walkways, and groundcover areas within seven days (7) of becoming visible.

In Riparian Habitat Areas such as found in Riverwalk, Equestrian Center, River Oaks and the Two Rivers Park/WWTP, the contractor shall weed the area of invasive species twice (2) a year the first week of September and the third week of October. After cutting the Castor Bean, Tamarisk or arundo the contractor shall spray or brush full concentration Aquamaster on the top of the remaining stem within two minutes of cutting.

7. Pest Control

Contractor shall control all pests, including but not limited to gophers, moles, ground squirrels, fungus and disease, snails and insects. Contractor shall also be responsible for all rodent stations and for restoration and replanting of all damaged plant materials caused by pests. Any damage to plants, shrubs, turf, trees, electrical lines irrigation lines or other related materials caused by pests will be the sole responsibility of the Contractor.

8. Installation of Annual Flowers, Ground Cover and Shrubs

The Contractor shall be responsible to plant Annuals (flowers) at City Hall, Central Park, and Central Avenue Parking/Planters & Medians as part of their routine maintenance. Annuals shall be replaced every three months (3) with appropriate varieties for each season to be approved by the Landscape Inspector prior to planting. Plant size shall be 4-inch pot size.

Contractor shall replace in kind plants that have been removed due to vandalism within Central Park, City Hall, and the Downtown Planters Medians & Parking areas within a week.

9. Slope Maintenance (Will be done bimonthly)

- (a) Irrigate as required to maintain a reasonable appearance and conserving water as much as possible.
- (b) All areas shall be fertilized every ninety (90) days with the rate of each application to be one (1) pound of actual Nitrogen per 1,000 square feet using a 16-16-16 formula with trace elements.
- (c) Control pests, including rodents and snails, as needed, to provide a healthy environment for plants and public.
- (d) Maintain slopes weed-free. A weed is defined as an undesirable plant, which will be determined by City's representative or Fire Department during by Weed Abatement Notice. At receipt of such notice, contractor shall fully provide all work to comply with the requirements.
- (e) Physical inspection of the irrigation system is to be done a minimum of once a week. Repair orders or emergency work to be done immediately.

- (f) Trim and edge to maintain sidewalks, curbs and ditches free of plant growth and debris. Fallen branches shall be removed from site, and slope areas shall have debris raked and removed a minimum of twice a year.
- (g) Height of shrubs and ground cover shall be maintained as specified by the Landscape Inspector (typically four feet). All other areas of maintenance on slopes shall be per the requirements of the applicable sections of these specifications.
- (h) Soils that have moved off the hills to street, sidewalk or swale or curb and gutter shall be cleared as part of the weekly maintenance.

10. Use of Chemicals (Pesticides)

Contractor shall perform and/or provide the following services:

- (a) Chemical Application: All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
- (b) Permits: Any chemicals requiring a special permit for use must be registered by Contractor, at the Contractor's expense, with the County Agricultural Commission's Office and a permit obtained.
- (c) Compliance with Regulations: All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- (d) Log: Contractor shall provide the City with a monthly log indicating the date, time, location, quantity and type of material applied. This log shall include, but not be limited to: fertilizers, pesticides, herbicides, seeds, amendments, mulches and growth regulators.
- (e) Contractor shall insure compliance with all current regulations regarding the use of pesticides and chemicals as they become adopted by Local, State and/or Federal authorities. Contractor shall follow best management practices as set forth in the City of Fillmore's National Pollutant Discharge Elimination (NPDES) Permit.
- (f) The Contractor shall fully comply with the requirements of the City of Fillmore's Waste Discharge Requirements (WDR) issued to it by the Los Angeles Regional Water Quality Control Board (LARWQCB). A copy of the WDR's is attached as Appendix B to these specifications and a copy is on file at the office of the City of Fillmore Public Works Director.

11. Maintenance and Repair of Walkways and Miscellaneous Improvements

- (a) Walkways: Broken or damaged walkways will be the responsibility of City, except those walkways that have been damaged by Contractor, which shall be repaired at Contractors' expense. All walkways, parking lots, and sidewalks within the project shall be cleaned when work is done in the project, with all areas cleaned a minimum of once a week. All debris shall be removed from site and properly disposed.

- (b) Ornamental Iron Gates and Fences: All ornamental iron gates and fences will be repaired by City except those damaged by Contractor which shall be repaired at Contractor's expense.
- (c) The trees within the walkway of Central Park and City Hall drop leaves seasonally. These leaves should be captured for disposal. Leaves that fall under the stationary railroad cars near City hall shall be collected by blowing the leaves out from under the cars and collected for disposal.
- (d) Contractor shall keep the sidewalks clear of overgrowth within or adjacent to the areas subject to maintenance.

12. Maintenance Inspections

Contractor shall, at the discretion of the Director:

- (a) Perform a maintenance inspection during daylight hours of all facilities. Such inspection shall be both visual and operational. The operational inspection shall include operation of all sprinkler systems to check for proper operational condition and reliability. Landscape Inspector shall be notified of daytime testing.
- (b) Have a responsible Field Supervisor on the job at all times when work is in progress. This Supervisor shall have the authority to make decisions as the work progresses. Supervisor shall be capable of communicating effectively both in written and spoken English. Contractor's Field Supervisor shall meet with the Landscape Inspector at least once a month at the City's Corporation Yard; and on occasion will be available to meet Landscape Inspector upon request.
- (c) Contractor shall have a sufficient number of workers on the job sites to adequately perform the obligations of the Contract.

13. Compensation

- (a) Monthly Payment: Contractor shall present copies of a monthly invoice on or before the 20th day of each month for all work performed during the preceding month as the total compensation for all services to be rendered by Contractor under the terms and conditions of this Contract. Additional compensation will be paid for extra work only if such work is or has been approved, in writing, by the Director or his authorized representative.

Said payment shall be made on or before the 30th day of each succeeding month provided all required certifications for work performed during the preceding month have been submitted as requested by the Director in accordance with the provision of these specifications and the Contract.

- (b) Additional compensation will be paid for extra work only if such work is or has been approved in writing by the Director or his authorized representative.
- (c) All extra work within this contract shall be authorized in writing before the work begins. If Contractor wishes to use his/her own company work order form, this will be authorized providing the Director approves the form in advance.

- (d) Contractor shall adhere to all conditions and schedules within these specifications. Failure to comply with the conditions, schedules or work in any of the phases above will be cause for the City to delay payment or not authorize payment for that week for the area involved.
- (e) Newly developed landscape areas may be added to this contract at City's option during the period that the contract is in force. In the event additions are completed, a monthly rate will be negotiated for all areas added. Said rate shall be compatible with initial rates for similar work. Deletions to the scope of work will be negotiated in the same manner. In either instance, City will provide Contractor with written documentation and Contractor will acknowledge by returning a signed copy of said documentation with his signature either accepting or declining.

14. Reimbursement from Third Party

Contractor will assume the responsibility of obtaining reimbursement from any third party if third party is identified, for costs arising from damage to irrigation systems, plants and shrubs.

15. Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures) located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

16. Reporting & Requirements of Solid Waste Management

The contractor shall obtain permit, approvals and complete all necessary forms to comply with City Ordinance 99-792 for the disposing of material and debris in connection with the maintenance of all areas of landscape. The contractor shall coordinate and satisfy the City's Solid Waste Manager. Solid Waste Manager can be contacted at (805) 524-1500 ext. 321.

17. Scheduled Work

If normally scheduled work is not completed, payment for that portion of the work not completed will be deducted from the Contractor's monthly billing.

18. Application of Fertilizer in Areas of SDI

Application of fertilizer at Two Rivers Park shall be by injection in the maintenance building.

19. Biofilter Entrance Areas

Landscape Maintenance areas that are or contain storm drain treatment systems shall be monitored for debris build up at the entrance of the biofilter and near the drains of the biofilters. These areas shall be cleared or lowered as necessary to allow water to flow from the drain or gutter into the grass. The top 3-inches of sand in the sand filters needs to be removed and replaced once a month

or as necessary to keep them percolating and prevent standing water. These areas are to be monitored weekly. Nuisance water drain grates shall be cleared of grass and debris during each mowing of the grass.

20. Weed Abatement

Traditions Hillside shall be cleared once a year by cutting weeds to near the ground surface. This shall be maintained once a year at the time directed by the Fire Department. The weeds shall be cut to the satisfaction of the Fire Chief to meet the weed abatement ordinance and Contractor shall obtain Fire Department clearance of the work completed for weed abatement.

21. Levee Face

The faces of the levee along Santa Clara River and along the Equestrian Center shall be maintained to remove invasive species. The area for this maintenance is measured from the bike path fence south 150 feet or to the flow of water, whichever is less. This maintenance shall occur twice a year on the last week of September and the last week of October during the time most of the plants are going dormant. If possible the invasive plant should be uprooted. If cut the invasive plant, especially arundo, shall be cut and a 5% solution of Aquamaster applied to the stump within two minutes of cutting. Any small growth plants shall have their foliage sprayed with Aquamaster.

The levee faces have irrigation systems. Contract shall included in the bid item the control of watering and irrigation system maintenance as required by these specifications.

22. Two River Park

Reel type of lawn mower shall be used. If the City will request to have this area overseeded per and topdressing the Contractor bid for Schedule C shall consider that that this area may not be established and removal of weeds and seeding in the spring may be requested by the City and the cost for the first year may be greater then the cost when this area is established.

23. Fountain Maintenance

Fountains at the entrance to Heritage Valley Parks shall be included in the price to maintain Heritage Valley Park line item. The fountain in front of City Hall shall be included in the line item for Central Park and City Hall line item.

Fountain water quality shall be checked weekly and maintained for proper Ph level, to keep free of algae and to clean water deposits. From time to time fountain may be vandalized and loaded with soap. It will be the contractors responsibility to clear and replace the water should this occur.

Should pumps need to be maintained, the City will be responsible for maintenance of the pumps.

APPENDIX A

WASTE DISCHARGE REQUIREMENTS

The City has a permit with the Regional Water Quality Control board. This permit regulated the disposal of the reclaimed water by the City. This permit is made a part of these specification by reference.

No activity by the Contractor shall violate the requirements of the permit.

Copies of the permit shall be available by request from the City and also posted at the City FTP site for view and download during the bid process.

APPENDIX B

AERIAL MAPS OF LANDSCAPE MAINTENANCE AREAS

These maps show the area of each line item to be bid in Schedule “A” & “B”

(35 Sheets)

