



CITY OF LAGUNA NIGUEL

**SYNTHETIC SPORTS TURF AND
FACILITIES MAINTENANCE**

MAINTENANCE CONTRACT

REQUEST FOR PROPOSAL

October 2015

CITY OF LAGUNA NIGUEL

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SCOPE OF WORK

SECTION 11

11.1 SCOPE OF WORK:

- 1.1 The work to be performed shall consist of furnishing all necessary labor, tools, materials, appliances, and equipment necessary to maintain the synthetic sports turf areas belonging to the City of Laguna Niguel.
- 1.2 All work performed by the Contractor shall be professional, current with the times utilizing state-of-art methods and equipment considered to be acceptable under existing synthetic sports turf care standards.
- 1.3 The actual work to be performed, contract requirements and compensation procedures are defined in the following divisions of these documents.
- 1.4 The general performance criteria is as follows:
 - 1.4.1 The synthetic sports turf shall be swept and broomed, to provide a clean and vertical appearance. All trash and debris shall be removed.
- 1.5 A partial listing of tasks involved in maintaining these areas as described includes but not be limited to:
 - 1.5.1 Bi-monthly sweeping of synthetic sports turf areas,
 - 1.5.2 Monthly brooming of synthetic sports turf areas.
 - 1.5.3 Bi Annual decompaction of infill of synthetic sports turf areas.
 - 1.5.4 Annual top-dressing of synthetic sports turf areas.

SCOPE OF WORK – SECTION 11

11.2 DEFINITIONS:

2.1 Areas of maintenance as simplified into categories for bidding:

2.1.1 **Hardscape Area** - This category shall include parking lots, buildings, sidewalks, trails/basketball courts, picnic nodes and gazebo areas that require monitoring, trash and debris pick up.

2.1.2 **Softscape Area** - This category shall include turf/sports turf areas and shrub/groundcover areas that require turf-mow/edge, irrigation maintenance, rodent/pest control, trash and debris pick-up.

2.2 General terms and abbreviations:

2.2.1 **Annually** - Once per year or every twelve (12) months.

2.2.2 **City** - City of Laguna Niguel

2.2.3 **Contract** - The written Agreement providing for the performance of the maintenance services, including, but not limited to, any change orders thereto, the Notice of Request for Proposal, the Request for Proposal, including instructions to bidders and the specifications for providing the required services, and the Proposal submitted by the Contractor.

2.2.4 **Contractor** - The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the work.

2.2.5 **Control** - Regulate/check

2.2.6 **Daily** - Shall include the period of normal workweek, i.e., Monday through Friday.

2.2.7 **Deficient** - Lacking, incomplete, inadequate in amount, quality, etc.

2.2.8 **Director** - Director of Public Works/City Engineer

2.2.9 **E.T.** - Evapotranspiration, meaning the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.

2.2.10 **Green** - The color of vigorous growing turf and plant material.

2.2.11 **Inspector** - Parks Maintenance and Contracts Supervisor

SCOPE OF WORK – SECTION 11

- 2.2.12 Monitor** - To watch or check on
- 2.2.13 Monthly** - Once every thirty (30) days or twelve times per year.
- 2.2.14 Semi-Annually** - Twice per year or every six (6) months.
- 2.2.15 Surety** - Any individual, firm or corporation, bound with and for the contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of obligations incurred.
- 2.2.16 Weekend** – The period from Friday night or Saturday morning to Monday morning.
- 2.2.17 Weekly** – Once per week or fifty-two (52) times per year.
- 2.2.18 Work** - That which is to be done under the contract to include furnishing all labor, materials and equipment.

DIVISION 20

CONTRACT REQUIREMENTS

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TERMS OF CONTRACT

SECTION 21

21.1 LENGTH OF CONTRACT:

- 1.1 This contract shall be for a period of three (3) years from the date of award, subject to renewal by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed five (5) years.

21.2 CONTRACT DOCUMENTS:

- 2.1 In addition to these specifications, the following documents shall be incorporated as though fully set forth herein:
 - 2.1.1 Addendums/Change Orders - which shall be the prime control documents setting forth dates of performance, costs, and special requirements.
 - 2.1.2 Standard Specifications for Public Works Construction - which shall be used as supplement to these specifications particularly in the area of Damage/Repair and Extra Work.
 - 2.1.3 "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways," (by Cal Trans) shall be used as control for all public safety warning device placement.
 - 2.1.4 County of Orange EMA Standard Plans-which shall be used as supplement to these specifications particularly in the area of Damage/Repair and Extra Work.
 - 2.1.5 City of Laguna Niguel Standard Details-which shall be used as supplement to these specifications particularly in the area of Damage/Repair and Extra Work.
 - 2.1.6 Moulton Niguel Water District Standard Specifications for Construction of Domestic Water, Sewer and Recycled Water Facilities-which shall be used as supplement to these specifications particularly in the area of Damage/Repair and Extra Work.

TERMS OF CONTRACT - SECTION 21

- 2.1.7 Moulton Niguel Water District Rules and Regulations for Users of Recycled Water-which shall be used as guidelines for the irrigation system Management and supplement to these specifications particularly in the area of Damage/Repair and Extra Work.
- 2.1.8 City of Laguna Niguel Local Implementation Plan-which shall be used as the rules for the control of surface and groundwater pollution.
- 2.1.9 Management and supplement to these specifications particularly in the area of Damage/Repair and Extra Work.
- 2.1.10 Precedence of Contract Documents:
 - (a) Change Order
 - (b) Contract Documents and Specifications
 - (c) Standard Specifications

21.3 MATERIALS:

- 3.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 3.2 All materials and supplies shall be new, high quality, free of defects and designed for the intended use and shall be subject to the Inspector's approval.
- 3.3 Required materials and supplies shall include but not be limited to chemicals for edging, weed control, rodent/pest control, and tree pests/disease, fertilizers, grass seeds, tree stakes and ties, tree heal compound, irrigation equipment small parts, sand and wood chips.

21.4 EQUIPMENT:

- 4.1 The Contractor shall furnish all the proper vehicles, equipment and tools required to perform the work as described herein.
- 4.2 All vehicles, equipment and tools shall be kept in good repair and conform to all state and local laws. Any equipment deemed by the City Landscape Inspector or the Director of Public Works/City Engineer to be unsafe, in disrepair or unsatisfactory shall be repaired or replaced immediately.

TERMS OF CONTRACT - SECTION 21

4.3 Required proper equipment shall include but not be limited to:

4.3.1 Utility Vehicle(s)

For general maintenance and frequent hauling across turf areas only utility vehicles will be utilized. Examples are Cushman and Daihatsu.

4.4 No equipment may be stored or worked on within any of the areas covered under this work without explicit written approval by the Inspector or Director of Public Works/City Engineer.

21.5 PROPOSAL PREPARATION:

5.1 The following sequence will be followed in accordance with the schedule established by the City.

5.1.1 Submittal of contract documents to prospective contractors.

5.1.2 General meeting with prospective contractors to review contract documents.

5.1.3 Walk-through inspection to review actual worksites.

5.1.4 Proposal Date/Proposal Opening.

5.1.5 Proposal Evaluation/Award of Contract

5.2 If a prospective contractor is in doubt as to the true meaning or intent of any part of the proposal items, specifications, or contract documents or discovers discrepancies in or omissions from the specifications, he may request an interpretation or correction thereof from the City.

Any interpretation or correction will be made only by Bulletin duly issued and delivered to all prospective bidders. All Bulletins shall become a part of the contract documents and contractors shall include all Bulletins in preparation of this proposal. The City will not be responsible for any other explanations or interpretations.

5.3 Before submitting a proposal, prospective contractors shall carefully examine the work sites, read the specifications and proposal documents, fully inform themselves of all existing conditions and limitations, and include in the proposal sum to cover the cost of these items.

TERMS OF CONTRACT - SECTION 21

- 5.4** All proposal items and only the proposal items shall be completed. Unless called for, alternate proposals will not be considered. Unauthorized conditions, limitations, or other provisos attached to the proposal **will** render it unresponsive and may cause rejection.

21.6 PROPOSAL EVALUATION:

- 6.1** Proposals will be evaluated on the following criteria:

6.1.1 Primary considerations:

- (a) Total Annual Cost
- (b) Extra Work Costs
- (c) Contractor's Experience
- (d) Reference Checks

6.1.2 Secondary considerations:

- (a) Addition/Deletion Costs
- (b) Damage/Repair Costs
- (c) Extra Work Materials Discounts
- (d) Additional Mow Costs

- 6.2** The lowest and best bid will be determined by the City from a thorough evaluation of all factors.

21.7 PROPOSAL ORGANIZATION:

- 7.1** In preparing the contract proposal, the Contractor shall package a complete document that is professional and organized. Failure to submit the proposal documents in the following order may render the proposal unacceptable and may not be considered for evaluation.

- 7.2** The Contractor shall organize the proposal package in the following manner:

7.2.1 Three Ring Hard Cover Binder

Proposal shall be enclosed in this binder.

TERMS OF CONTRACT - SECTION 21

7.2.2 Binder Cover

Binder Cover shall include the following:

- (a) Contract Title - "Proposal for Synthetic Sports Turf and Facilities Maintenance Contract for the City of Laguna Niguel"
- (b) Contractor Name
- (c) Contractor Address
- (d) Contractor Telephone Number
- (e) Contractor Contact Person

7.2.3 Binder Contents

- (a) Index Page
- (b) Contractor Statement(s), if applicable
- (c) Actual Quotation/Bid Proposal Sheets
- (d) Proposal Affidavit
- (e) Proposal Questionnaire
- (f) Statement of Ability to meet Insurance Requirements
- (g) DIR
- (h) Contractors Statement of Past Disqualifications/Removal, if applicable
- (i) Proof of Contractors License (C-27)
- (j) Proof of Contractors Pest Control Advisors License
- (k) Proof of Contractors Pest Control Operators License
- (l) Photographs of Equipment, Yard and Office (3" x 5" minimum in plastic presentation sheets.
- (m) Organization Chart of Entire Company and Specific Crew to be utilized under the Contract

21.8 FUNCTIONS FREQUENCY SUMMARY

8.1 Synthetic Turf	Frequency (per year)
(a) Hand-pick Trash and Debris.....	240
(b) Sweep	24
(c) Broom.....	12
(d) Stripe/Paint Lines	5
(e) Decompact Infil	2
(f) Top-Dress Infill	1

TERMS OF CONTRACT - SECTION 21

21.9 ACREAGE BREAKDOWN

ALICIA SKATE AND SOCCER PARK (Tract No., Lot)		
	SQ. FT.	ACREAGE
SOFTSCAPE		
Synthetic Sports Turf	39,214	.900
Sports Turf Total	39,214	.900

BEAR BRAND PARK (Tract No. 12962, Lot 5)		
	SQ. FT.	ACREAGE
SOFTSCAPE		
Synthetic Sports Turf Field #1	26,119	.599
Synthetic Sports Turf Field #2	30,611	.702
Synthetic Sports Turf Soccer Field	64,800	1.487
Sports Turf Total	121,530	2.788

CHAPPAROSA PARK (Tract 12544 - Lot 1)		
	SQ.FT.	ACREAGE
SOFTSCAPE - TURF		
Synthetic Soccer Field - See renovation plans <input type="checkbox"/> Valve Nos. F12, F13, F14, F16, F17	79,200.000	1.800
Sports Turf Total	79,200.000	1.800

TERMS OF CONTRACT - SECTION 21

ACREAGE BREAKDOWN (cont.)

CROWN VALLEY COMMUNITY PARK (PROPER) SOUTH (Tract No. 7622, Lots 1 - 4)		
	SQ. FT.	ACREAGE
SOFTSCAPE		
Synthetic Sports Turf (Lower Soccer Field)	77,050	1.769
Sports Turf Total	77,050	1.769

LA PAZ SPORTS PARK (Parcel Map 80-173)		
	SQ. FT.	ACREAGE
SOFTSCAPE		
Synthetic Sports Turf B.B. #1, #2 & Soccer	125,411	2.880
Synthetic Sports Turf Baseball Infields	7,945	.182
Synthetic Sports Turf Bull-pens	2,437	.055
Sports Turf Total	135,793	3.117

PROPOSAL

SECTION 22

22.1 PROPOSAL FORMS:

DESCRIPTION	MONTH	YEAR
<u>Alicia Skate and Soccer Park (.900 acres)</u>		
Synthetic Sports Turf Maintenance	\$ _____	\$ _____
<u>Bear Brand Park (2.788 acres)</u>		
Synthetic Sports Turf Maintenance	\$ _____	\$ _____
<u>Chapparosa Park (1.800 acres)</u>		
Synthetic Sports Turf Maintenance	\$ _____	\$ _____
<u>Crown Valley Park (1.769 acres)</u>		
Synthetic Sports Turf Maintenance	\$ _____	\$ _____
<u>La Paz Park (3.117 acres)</u>		
Synthetic Sports Turf B.B. #1, #2 & Soccer	\$ _____	\$ _____
Synthetic Sports Turf Baseball Infields	\$ _____	\$ _____
Synthetic Sports Turf Bull-pens	\$ _____	\$ _____
Sub-Total	\$ _____	\$ _____
GRAND TOTAL - ALL PARKS	\$ _____	\$ _____
<p>For this quotation to be valid, this sheet must be signed.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-top: 1px solid black; width: 80%;"></div> <div style="border-top: 1px solid black; width: 15%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Signature Date </div>		

PROPOSAL – SECTION 22

22.1 PROPOSAL FORMS: (cont.)

DESCRIPTION	Page _____ of _____
<p><u>EXTRA WORK LABOR RATES</u></p> <p>(To include labor at prevailing wage plus all overhead.)</p> <p>Landscape Maintenance Worker _____ per hour Foreman _____ per hour Supervisor _____ per hour</p>	
<p><u>EXTRA WORK EQUIPMENT RATES</u> (TOTAL SHALL INCLUDE OPERATOR)</p> <p>Utility Vehicles: Small Utility Vehicle(s) _____ per hour Trucks: Pick-up Truck(s)..... _____ per hour Utility Trailer(s)..... _____ per hour</p>	
<p><u>MATERIALS MARK-UP PERCENT</u></p> <p>Note: Refer to Section 33.2 "Cost Criteria" for clarification on pricing.</p> <p>Mark-up _____ %</p>	
<p><u>OVERTIME HOURLY LABOR RATE:</u></p> <p>Landscape Maintenance Worker _____ per hour Foreman _____ per hour Supervisor _____ per hour Other _____ per hour</p>	
<p><u>HOLIDAY HOURLY LABOR RATE:</u></p> <p>Landscape Maintenance Worker _____ per hour Foreman _____ per hour Supervisor _____ per hour Other _____ per hour</p>	
<p>For this quotation to be valid, this sheet must be signed.</p>	
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>

PROPOSAL – SECTION 22

22.1 PROPOSAL FORMS: (cont.)

DESCRIPTION	Page _____ of _____
<u>MANPOWER/EQUIPMENT TO BE USED IN PERFORMANCE OF THIS CONTRACT:</u>	
<u>Parks</u>	
<u>Full Time Labor:</u>	
Sweeping Crew	_____ hours/mo.
Brooming Crew	_____ hours/mo.
Trash (Daily)	_____ hours/mo.
Foreman	_____ hours/mo.
Supervisor	_____ hours/mo.
<u>Utility Vehicles:</u>	
Small Utility Vehicle(s)	_____ hours/mo.
<u>Trucks:</u>	
Pick-up Truck(s)	_____ hours/mo.
Utility Trailer(s)	_____ hours/mo.
For this quotation to be valid, this sheet must be signed.	
_____	_____
Signature	Date

PROPOSAL – SECTION 22

22.2 QUESTIONNAIRE

Landscape Contractor:

The City of Laguna Niguel shall consider and evaluate proposals based upon, but not limited to, the following factors, in addition to amount of compensation proposed:

1. The capability of the contractor to perform the work including equipment, support facilities, and qualified personnel.
2. Prior experience in performing similar size and type landscape work in a competent and consistent manner, including review of references of previous contract users.
3. Financial stability of the contractor, including submittal of a contract performance bond or other financial surety, which would assure the successful completion of the work during the life of the contract.
4. That the contract proposal demonstrates that the contractor has considered the standards and performance level required by the CITY and include the necessary personnel, equipment, materials, and other essential elements of the work requested.

In order to allow staff to accurately and fairly evaluate the proposal, the attached questionnaire must be completed and returned with the proposal package.

Failure to submit this questionnaire **in its entirety** will disqualify your proposal.

Please be assured that your response will be confidential and will not be shared with other contractors. For additional assurance the Contractor may stamp all Questionnaire pages "Confidential".

PROPOSAL – SECTION 22

22.3 INFORMATION REQUIRED OF CONTRACTOR

NAME OF CONTRACTOR:

Type of Firm: Individual _____

Partnership _____

Corporation _____

ADDRESS: _____

Contractor's License: State _____ Lic. No. _____

Names and titles of all officers of the firm:

No. of years as a Contractor in maintenance work of this type: _____

Five contracts of this size and type currently or recently performed (not for the City).

Date	Amount	Type of Project	Name, Address and Phone Number of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: If requested by the City the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial conditions.

ADDITIONAL PAPER MAY BE USED TO COMPLETE ANSWERS IF NECESSARY

PROPOSAL – SECTION 22

22.4 EQUIPMENT

List the types of equipment, manufacturer, model # and number of each to be assigned to **this** contract. Provide photograph of each piece of equipment to be assigned to this contract.

Equipment	Contract Yes/No	No. of Pieces	Model/Year
Utility Vehicles:			
Small Utility Vehicle(s)	_____	_____	_____
Trucks:			
Pick-up Truck(s).....	_____	_____	_____
Utility Trailer(s)	_____	_____	_____

Note any equipment that will also be used on another contract.

Will all trucks be uniform in color and with company name/logo?

List the backup equipment available.

22.5 SUPPORT FACILITIES

Give the address of the yard from which work crews will be assigned.

Give address of main office.

What facilities and procedures do you have for equipment maintenance and repair?

What communication system do you presently use to communicate between field and office?

What system will you use on this contract?

What is your local toll-free telephone number?

What telephone number is available for emergency response?

What type of radio system do you use to communicate?

Provide photographs of main office and yard where workers will be assigned from for this contact.

PROPOSAL – SECTION 22

22.6 VENDORS

List the names and addresses of the vendors you currently use for repair supplies and the percent of discount you are given.

List the names and addresses of the manufacturer of rubber infill you currently use for the purchase of infill rubber material and the percent of discount you are given.

List the names and addresses of subcontractors you plan to use in the performance of this contract.

22.7 PERSONNEL

List total number of employees to be assigned to this contract.

List the number of employees by task - (sweeping, brooming, trash pickup, striping/painting, top dressing systems maintenance, etc.).

What is the average base pay rate?

What is the benefits rate as a percentage of base pay?

Who will be the field supervisor?

What is his/her background?

What is his/her education?

What is his/her salary range?

If not, who will you use to comply with State, County and this contract's requirements?

What are the qualifications of synthetic turf service workers?

What synthetic sports turf maintenance training classes have personnel attended?

What types of repair are personnel capable of completing synthetic sports turf repairs?

What are the proposed hours of operation you plan to use within the City of Laguna Niguel? Please include all break periods and lunch periods.

PROPOSAL – SECTION 22

22.8 PRIOR EXPERIENCE

List all synthetic sports turf work now under contract (include acreage), with names and phone numbers for further checking.

List public agencies with contact person and phone number with which you have had a synthetic sports turf contract within the last five years.

Note the acreage under contract and the type of maintenance involved, i.e. sweeping, brooming, striping, decompaction of infill, top-dressing.

22.9 PROPOSAL PRICE:

Total proposal price shall include all labor services, materials, tools, equipment, supplies, transportation and all other items and facilities necessary to complete this contract. All contractors are to prepare their own cost estimate and fill in all blank spaces in the proposal sheet and questionnaire. The City is not responsible for the contractor's cost estimate.

What percentage of the total bid are each of the following items:

Personnel _____
Equipment _____
Materials _____
Overhead _____
Profit _____
Other (specify) _____

Please note: Budget cuts and monetary adjustments by Federal government, State, County or City may seriously affect the level of service for this contract. Contractor therefore agrees to adjust the level of service without changing other contract conditions herein, if notified to do so within a reasonable time period.

PROPOSAL – SECTION 22

TERMS AND CONDITIONS:

Payment Terms: The City of Laguna Niguel normally pays within 45 days.

QUESTIONNAIRE HEREWITH: Yes _____ No _____

REMARKS: _____

I have seen this project area for this contract upon which I am bidding.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL – SECTION 22

CITY OF LAGUNA NIGUEL

PROPOSAL AFFIDAVIT

SYNTHETIC SPORTS TURF AND FACILITIES MAINTENANCE CONTRACT

To: _____, as Agency.

In accordance with Agency's Notice Inviting Sealed Proposals, the undersigned Contractor hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to provide these services as set forth in the Request for Proposal, including the specifications for performing the work.

Contractor declares that this proposal is based upon careful examination of the Request for Proposal, including the specifications for performing the work, the work sites, and all other contract documents. If this proposal is accepted for award, Contractor agrees to enter into a contract with Agency at the prices set forth in the following Proposal Forms.

Contractor understands the following:

1. Its Proposal is to provide all of the maintenance services required for all the parks and facilities listed in the Request for Proposal.
2. The information provided regarding the parks and facilities is to give the Contractor a general understanding of the parks and facilities and the Contractor is obligated to review each of the parks and facilities before submitting a proposal.
3. The price submitted includes all appurtenant expenses, taxes, royalties and fees.

TO BE SUBMITTED WITH PROPOSAL

Signed _____

Date _____

Company Name _____

Address _____

Telephone No. _____

Seal

PROPOSAL – SECTION 22

**CITY OF LAGUNA NIGUEL
STATEMENT OF ABILITY TO MEET INSURANCE REQUIREMENTS
TO BE SUBMITTED WITH PROPOSAL**

I have reviewed the attached City of Laguna Niguel Insurance Requirements with my insurer and am able to provide verification of coverage after award of the contract.

By: _____
Authorized Signature

Name of Insurance Company/Broker

Print Name of Authorized Signer

Insurance Company/Broker Address

Title of Authorized Signer

City, State, Zip

Name of Company

Insurance Company/Broker Telephone No.

Business Address

City, State, Zip

Business Telephone No.

PROPOSAL – SECTION 22

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

PROPOSAL – SECTION 22

**CONTRACTOR'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS/TERMINATIONS**

The Proposer is required to state any and all instances of being disqualified, removed, or otherwise prevented from proposing on or completing any contract for construction.

1. Have you ever been disqualified or terminated from any contract?

Yes_____ No_____

2. If yes, provide name and address of agency and explain the circumstances:

Agency Name _____

Agency Address _____

Explanation _____

ADDITIONAL PAPER MAY BE USED TO COMPLETE IF NECESSARY

Signature of Contractor

Print Name and Title

LABOR

SECTION 23

23.1 LABOR CODE:

1.1 Prevailing Wage - The Contractor shall hire and maintain for the duration of the contract, a workforce as required under the specifications and pay at a prevailing wage for the work.

1.1.1 Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality and the general prevailing rate for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Laguna Niguel, 27801 La Paz Road, Laguna Niguel, CA 92677, and are available to any interested party on request.

Pursuant to provisions of Labor Code Section 1775, the contractor shall forfeit, as penalty to City not more than fifty dollars (\$50) for each labor, workman, or mechanic employed for each calendar day or portion thereof if such labor, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

1.2 Hours of Labor – Eight (8) hours of labor shall constitute a legal day’s work for all workman employed in the execution of the contract, and the contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

The contractor shall forfeit, as a penalty to City fifty dollars (\$50) for each labor, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said labor, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

1.3 Travel and Subsistence Payments - The Contractor shall pay travel and subsistence payments to workmen needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

LABOR - SECTION 23

- 1.4 Worker's Compensation** - In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure payment of Worker's Compensation to his employees. The Contractor shall supply the certificate required by Section 1861.
- 1.5 Apprentices** - Pursuant to Sections 1777.5 and 1777.6 of the Labor Code, and in accordance with regulations of the California Apprenticeship Council (see Title 8, California Administrative Code, Sections 18000 et seq.) and local apprenticeship standards for the craft or trade, properly indentured apprentices may be employed in prosecution of the work. They must so be employed by any contractor or subcontractor employing workmen in any apprenticeable craft or trade; i.e., a craft or trade determined to be an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council.

Special attention is directed to that portion of Section 1777.5 of the Labor Code which requires such a contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the contract work, a certificate approving the contractor or subcontractor for the employment and training of apprentices in such area. Upon issuance of said certificate, the contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate.

If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in the said area are, but the contractor or subcontractor is not contributing, the contractor or subcontractor shall contribute to said fund or funds in the same manner, amount or upon the same basis as the other contractors do.

For willful failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be denied the right to bid on a public works contract for a period of twelve (12) months from the date the determination is made.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, State Building Annex, 455 Golden Gate Avenue, San Francisco, or from the Division of Apprenticeship Standards and its branch offices.

LABOR - SECTION 23

1.6 Fair Employment Practices - In connection with performance of the work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, national origin or age. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and training.
- (b) The Contractor will permit access to its records by the Fair Employment Practices Commission for investigation of compliance with Fair Employment Practices.
- (c) That should investigation determine that the Contractor has not complied with the Fair Employment Practices, then pursuant to Sections 1735 and 1775 of the Labor Code, the Contractor shall forfeit to the City one hundred Dollars (\$100.00) for each calendar day or portion thereof, for each person so denied employment as a result of non-compliance.

1.7 Public Works Contractor Registration Certification

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

23.2 PERSONNEL:

2.1 Supervisor - The Contractor shall provide one (1) permanent full-time supervisor who will communicate effectively both in written and oral English. The supervisor shall have a minimum of seven (7) years experience in landscape maintenance supervision. The Supervisor shall have knowledge and experience in turf management, plant identification, soils, fertilizers, entomology, park facilities and

LABOR - SECTION 23

irrigation management. Certification as a Certified Landscape Technician from the California Landscape Contractors Association (CLCA) is desired. The supervisor shall be responsible for monitoring and executing the Synthetic Sports Turf and Facilities Maintenance Contract. The supervisor shall be present within the city limits at all times during contract operations. The supervisor shall be solely dedicated to the Synthetic Sports Turf and Facilities Contract and not be shared with any other contracts. Any order or communication shall be deemed as delivered to the Contractor. The Contractor shall receive a deficiency deduction of One Hundred Dollars \$100.00 for each day, or part of the day, the supervisor is not present or found not to be within the city limits without explanation. If supervisor needs to leave the city limits, the Inspector shall be notified by telephone within one (1) hour with an explanation

NOTE: The Supervisor shall be responsible for inspection of all the parks on a daily basis. While inspecting, punch lists of work items deficient and/or work performance shall be reported to the proper personnel and the City Inspector. The Supervisor shall not be a working Supervisor/Foreman.

2.2 Foremen - The Contractor shall provide foremen who communicate effectively both in written and oral English and who shall be present, within the city limits, at all times during contract operations. Any order or communication given to these foremen shall be deemed as delivered to the Contractor.

2.3 Landscape Laborer - The Contractor shall provide adequate numbers of full-time landscape laborers to fulfill the clauses of the contract. The general responsibilities of the landscape laborer shall be turf mowing, edging, aerating, dethatching, trash and debris pick-up, shrubs/groundcover trimming and edging, and rodent and pest control.

2.3.1 The following is a breakdown of the minimal number of full-time landscape laborers:

Trash Pick Up – Adequate to handle performance

Brooming – Adequate to handle performance

Sweeping - Adequate to handle performance

2.4 General Employee Guidelines - No workman shall be employed on any work under these specifications that is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Inspector, shall be discharged immediately and not re-employed to work.

LABOR - SECTION 23

2.5 **Minimum Manpower** – Failure of the Contractor to comply with, Contractor proposed, minimum manpower will result in a deficiency deduction of One Hundred Dollars (\$100.00) per person, per day.

23.3 **RECORDS:**

3.1 Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee.

3.2 These records shall reflect all workmen engaged in the performance of the work in accordance with the provisions of Section 1776, 1812, and 1852 of the Labor Code.

3.3 Said records shall be available upon request of the City and shall be retained for a minimum of three years by the Contractor.

RESPONSIBILITIES OF THE CONTRACTOR

SECTION 24

24.1 INSURANCE:

- 1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- 1.2 The contractor shall not commence any work under the contract until he has secured all insurance required by this section nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self insure such labor, when such labor comes within the protection of such worker's compensation laws.

Contractor shall maintain limits no less than: General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000). Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

All policies shall contain the following: (i) a provision or endorsement naming the City of Laguna Niguel and the Laguna Niguel City Council, City Council appointed Commissions, Boards, and Committee, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Laguna Niguel, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Such certificates shall be on the form provided by City and signed on behalf of the insurer by an authorized representative thereof with his signature being notarized.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

24.2 CONTRACTOR'S LIABILITY:

The City of Laguna Niguel, it's elected officials, officers, agents, consultants, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work.

The contractor will indemnify City and its elected officials, officers, agents, and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of or in connection with the work, operation, or activities of the contractor, his agents, employees, or subcontractors.

The contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

The contractor will promptly pay any judgment rendered against the contractor or City, or its elected officials, officers, agents, consultants, or employees, covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the contractor in connection with the contract, and the contractor agrees to save and hold the same harmless therefrom.

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

In the event City, without fault, is made a party to any action or proceeding filed or prosecuted against the contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the contractor hereunder, the contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorney's fees.

So much of the money due to the contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

24.3 LICENSES/PERMITS:

2.1 Prior to submittal of bids, the Contractor shall be licensed in accordance with the requirements of Division II, Chapter 9 of the Business and Professional Code of the State of California, and shall possess the following license:

- (a) C-27 - Landscape Maintenance
- (b) C-61/D12 Limited Specialty-Synthetic Products

2.2 The Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

2.3 Notarized copies of all required licenses/permits shall be made available to the City upon request at the Contractors expense.

24.4 CONTRACTOR'S OFFICE/FACILITIES:

3.1 The Contractor shall maintain an office or base of operations within **Orange County**. The only exception will be if the Contractor can fully demonstrate that he is capable of meeting all of the requirements including emergency operations specified herein.

3.2 The Contractor shall maintain a telephonic communications system such that:

3.2.1 Twenty-four hour emergency notification to Contractor by the City is possible.

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

- 3.2.2** All calls are returned within one (1) hour.
- 3.2.3** All calls are toll free from Laguna Niguel.
- 3.3** The Contractor shall maintain a radio (Business Band) communications system such that:
 - 3.3.1** Twenty-four (24) hour emergency communication shall take place between the Contractor at all times.
 - 3.3.2** All radio communication shall be capable of communicating to and from the City of Laguna Niguel and the Contractor's main office and any field offices.
 - 3.3.3** The following vehicles/persons shall maintain radio communication:
 - (a)** Home Base Unit (Contractor)
 - (b)** Supervisor
 - (c)** Foreman
 - (d)** Irrigation Specialist(s)
- 3.4** The Contractor shall maintain cellular telephone communication system such that:
 - 3.4.1** Twenty-four (24) hour emergency communication is possible to the Contractor at all times.
 - 3.4.2** Cellular telephone communication may take place to and from the City of Laguna Niguel and the Contractor's main office and any field offices.
 - 3.4.3** The following vehicles/persons shall maintain cellular telephone communication:
 - (a)** Home Base Personnel (Contractor)
 - (b)** Supervisor
 - 3.4.4** In the case of a radio failure, these additional vehicles/persons shall maintain cellular telephone communication:
 - (a)** Foreman
 - (b)** Irrigation Specialist(s)

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

24.5 SAFETY:

- 4.1 The Contractor shall perform all the work required in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe condition of premises and right-of-ways at all times.
- 4.2 The Contractor shall accept the sole responsibility for complying with all applicable local, County, State or other legal requirements including but not limited to full compliance with the intents and terms of the applicable OSHA and Cal/OSHA safety orders at all times so as to protect all persons, including Contractor's employees, agents of the City, members of the public or others from foreseeable injury, or damage to their property.
- 4.3 The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.
- 4.4 The Contractor shall provide and pay for all barricades, lights, signs and other warning devices necessary to comply with all applicable State and County requirements for maintaining public safety. Placement of all warning devices shall be in accordance with the Traffic Manual published by the Department of Transportation, Business and Transportation Agency, State of California.
- 4.5 All incidents out of the norm, including but not limited to, crimes, thefts, vandalism, hazards, etc., shall be reported immediately by phone to the Inspector and followed by confirmation in writing.

24.6 COOPERATION/COLLATERAL WORK:

- 5.1 The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by City forces and other contractors. These activities will include, but are not limited to: Landscape refurbishment, irrigation system modification or repair, construction and storm related operations.
- 5.2 The Contractor may be required to modify, curtail or aid in certain operations and shall promptly comply with any request by the Inspector to cooperate.
- 5.3 It is possible that extent of these requests may cause additional expense to the Contractor. Payment for any additional expense will be made in accordance with Extra Work . . . Section 34.

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

24.7 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

- 6.1** All damage incurred to existing facilities by the Contractor's operations shall be repaired or replaced at Contractors expense.
- 6.2** All repairs shall be completed within the following time limits:
 - 6.2.1** Synthetic sports turf damage shall be repaired prior to the end of the work day See 64-1.5.2
- 6.3** All damage repairs shall be completed in accordance with the following:
 - 6.3.1 Synthetic Turf:** damage to any synthetic turf area shall be corrected by replacement new synthetic turf by the manufacturer.
- 6.4** All damage resulting from chemical operations, either spray drift or lateral leaching shall be repaired in accordance with the above.
- 6.5** All repairs shall meet the approval of the Inspector.

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

24.8 WORKSITE LIMITS:

- 7.1 All operations shall be restricted to City right-of-way.
- 7.2 The Contractor shall not enter upon any adjacent property for the purpose of conducting any operations required under this contract unless the Contractor has obtained written permission from the affected property owner.

24.9 EMERGENCY RESPONSE:

- 8.1 The Contractor shall provide adequate Staff and equipment to respond to after hours emergency calls made by the City of Laguna Niguel such as, placing sandbags during a storm and cleaning up debris.
- 8.2 The Contractor shall within one hour after receiving such emergency calls provide adequate crews and equipment to resolve the emergency situation.
- 8.3 Emergency services provided by the Contractor shall be on a time and materials basis and all charges to the City of Laguna Niguel shall be at those rates set forth in Division 30, Section 33.

24.10 MEETINGS:

- 9.1 The Contractor shall be responsible for attending meetings arranged by the City or other agencies.
- 9.2 The Contractor shall meet with the Public Works Inspector and Parks & Recreation Supervisor on Thursdays at 11:00 a.m. in the Public Works Department Conference Room to discuss maintenance issues and priorities.
- 9.3 The Contractor's representative shall be the Supervisor appointed to the contract.

24.11 UNIFORMS AND APPEARANCE

- 10.1 All Contractors' personnel shall be required to wear uniforms bearing company name while performing work under the contract. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name. Safety vests shall be required in compliance with section 23.5 of this document. Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per occurrence per day.

RESPONSIBILITIES OF THE CONTRACTOR - SECTION 24

24.12 VEHICLES AND VEHICLE APPEARANCE

11.1 All vehicles utilized by employees in the performance of the work shall be owned, registered and insured by the Contractor. Employees of the Contractor shall not drive personal vehicles to any sites to perform work under the contract. Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per vehicle per day.

11.2 All the Contractor's vehicles shall be required to have identification bearing the company name and telephone number while performing work under the contract. The Contractor's vehicle shall bear a City provided seal to while performing work under the contract. The vehicles shall be painted, free of body damage and clean. Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per vehicle per day.

24.13 CITY OF LAGUNA NIGUEL STORMWAER LOCAL IMPLEMENTATION PLAN (LIP):

In accordance with the City of Laguna Niguel Stormwater Local Implementation Plan (LIP) the contractor shall incorporate and implement the Best Management Practices (BMP's).

PROSECUTION OF THE WORK

SECTION 25

25.1 SUBCONTRACTS:

- 1.1** The use of subcontracts shall be in accordance with Section 4100 through 4113 of the Government Code.
- 1.2** The Contractor shall be responsible for all work performed under this contract and shall keep all work under its direct control.
- 1.3** Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as employees. Like employees any subcontractor who is found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable or who fails or refuses to perform the work properly and acceptably shall be discharged immediately and not reemployed on the work.
- 1.4** No payment or claim for payment from any subcontractor will be made or recognized by the City except as provided in Assignment.
- 1.5** The City will not arbitrate nor be a party to any disputes between the Contractor and any subcontractors.

25.2 ASSIGNMENT:

- 2.1** No contract or portion thereof may be assigned without prior written consent of the City. Consent will not be given to any proposed assignment or delegation, which would relieve the Contractor or its surety of their responsibilities under the contract. Nor will the City consent to any assignment or delegation of a part of the work under contract.
- 2.2** The Contractor may assign monies due or to become due under the contract, and such assignment will be recognized by the City if given written notice thereof, to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the contract. All money withheld whether assigned or not, shall be subject to being used by the City for completion of the work, should the Contractor be in default.

PROSECUTION OF THE WORK - SECTION 25

25.3 GENERAL ENVIRONMENTAL REQUIREMENTS:

3.1 Sound Control:

- 3.1.1** The Contractor shall comply with all State, County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract, and shall make every effort to control any undue noise resulting from the operation.
- 3.1.2** Each internal combustion engine used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.
- 3.1.3** The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturdays, or at any time on Sunday or a City holiday, shall be in accordance with the Laguna Niguel Municipal Code Provisions on "Noise Control". The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.
- 3.1.4** Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may or may not be owned by the Contractor.

3.2 Water Conservation:

- 3.2.1** Whenever possible, the use of water shall be minimized, particularly during cleanup operations.
- 3.2.2** All irrigation and water supply systems shall be kept in good working condition and leaks shall be repaired promptly.
- 3.2.3** Nothing in this section shall relieve the Contractor from adequately maintaining this area in accordance with these specifications.

3.3 Air Pollution:

- 3.3.1** In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes.

PROSECUTION OF THE WORK - SECTION 25

3.4 Water Pollution:

3.4.1 In accordance with the provisions of the City of Laguna Niguel Local Implementation Plan, the Contractor shall comply with all surface and groundwater protections rules, regulations, ordinances and statutes and shall implement all appropriate Best Management Practices during the course of work. Discharges of sediment or pollutants to surface or groundwaters are prohibited and Contractor will be held fully responsible for any penalties enforced under Federal Clean Water Act provisions

3.4.2 Copies of the above documents are available from the Parks and Recreation Director and the Landscape Inspector.

25.4 TERMINATION/SUSPENSION/REDUCTION:

4.1 Termination:

4.1.1 The Agreement may be terminated by City without cause by giving ninety (90) days written notice to contractor. If the Agreement is terminated by City, contractor shall be compensated for such services up to the point of termination based on the work completed to such date.

Contractor may terminate the Agreement by providing City with written notice, at least ninety (90) days in advance of such termination. If the Agreement is terminated by the contractor, the contractor shall be compensated for services up to the point of termination, based on the work completed to such date.

4.2 Breach of Agreement:

4.2.1 If the contractor defaults in the performance of any of the terms or conditions of the Agreement, the contractor shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event the contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of the Agreement to terminate the Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under the Agreement. The failure of City to object to any default in the performance of the terms and conditions of the Agreement shall not constitute a waiver of either that term or condition or any other term or condition of the Agreement.

PROSECUTION OF THE WORK - SECTION 25

4.3 Suspension:

- 4.3.1 For reasons to include but not limited to renovation/refurbishment or extreme damage, it may not be possible to continue work on areas originally included in the contract work.
- 4.3.2 In these cases, the work in these areas may be suspended until such time as the area is again in such condition that landscape maintenance operations may be resumed.
- 4.3.3 Costs to be deducted from normal payments will be computed in the same manner as additions.
- 4.3.4 Notification will be made in the same manner as additions through a Contract Change Order (Section 35).

4.4 Reductions:

- 4.4.1 This contract may be reduced in scope and quantity by the City without liability for damages, if and when funding reductions are enacted by law, or action of the public, Federal or State authorities.
- 4.4.2 At such time that a reduction occurs, the scope of work and areas under contract will be revised and reduced commensurate with the funding.
- 4.4.3 Adjustment of the contract specifications and corresponding contract prices will be negotiated in accordance with available funding.

25.5 NOTICES:

- 5.1 Any written notices to the parties hereto shall be sufficient if they are deposited in the United States mail in envelopes, postage prepaid, by registered mail, addressed as follows:

CITY

City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

CONTRACTOR

DIVISION 30
COMPENSATION

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PAYMENT-MONTHLY PERFORMANCE

SECTION 31

31.1 INVOICING:

- 1.1** City shall pay to the contractor only for work actually completed in accordance with the specifications and schedules the unit prices and lump sum amounts set forth in accordance with Contractor's Proposal Bid Forms.
- 1.2** The quantities and unit prices listed in the bid schedule will not govern over actual work performed.
- 1.3** At the end of each month, the Contractor shall submit a completely itemized invoice based on work completed that month.
 - 1.3.1** Invoices shall be submitted in duplicate. Copies of the work orders or Notices to Proceed (for damage and repair/extra work) shall accompany each invoice. Note: One invoice per work order or Notice to Proceed.
 - 1.3.2** Invoices shall be submitted on standard company letterhead forms and shall state:
 - (a)** Invoice number
 - (b)** Invoice period (dates)
 - (c)** Park name
 - (d)** Dollar total per park per the original proposal
 - (e)** Total amount requested
 - (f)** Addendums as required
 - (g)** Delivery receipts of any/all products, materials and supplies utilized under the specifications
 - 1.3.3** Invoices shall be mailed to the City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677.
- 1.4** Payment will be made subject to approval by the Agency/Department and normal processing requirements.

PAYMENT - MONTHLY PERFORMANCE - SECTION 31

31.2 DEDUCTIONS:

2.1 Deductions from monthly performance payments shall be divided into four categories:

2.1.1 Performance on schedule:

- (a)** Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained by the City.
- (b)** The sum of Two Hundred Fifty Dollars (\$250.00) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications, except for mowing/mechanical edging which shall be Two Hundred Fifty Dollars (\$250.00) per instance.

2.1.2 Minor Deficiencies: See Section 31.3

2.1.3 Major Deficiencies:

- (a)** An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be City forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeit from payments to the Contractor.
- (b)** Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are not reasonably expected to be taken, the City may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or become due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor or its surety from liability.

2.1.4 Inspection/Administration Cost Limitation: See Section 41-3.

2.1.5 These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the City for inspection and other related costs from failure of the Contractor to complete the work according to schedule.

PAYMENT - MONTHLY PERFORMANCE - SECTION 31

31.3 PAYMENT DEDUCTION SCHEDULE

Refer to City of Laguna Niguel Synthetic Sports Turf and Facilities Maintenance Specifications for specific requirements not contained herein.

1. Performance deficiency. Some examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Landscape Inspectors. Up to \$250 per instance per work day.
2. Failure to comply with minimum City defined bid manpower requirements. Deduction of \$100 per employee per work day.
3. Failure to provide adequate equipment in compliance with City specifications and/or as requested by the Landscape Inspector. May result in a deduction of up to \$250 per instance per workday.
4. Failure to protect Public Health and/or correct safety concerns. These include, but are not limited to policing City property for hazards, responding to emergencies, providing adequate traffic control measures (per W.A.T.C.H. guidelines), \$250 per occurrence.
5. Failure to comply with water restrictions imposed by the Water Authority. Up to \$250 deduction per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
6. Major irrigation deficiencies shall be repaired within eight (8) hours and are subject to a deduction up to \$250 per occurrence.
7. Failure to adequately mow, edge, sweep, pickup trash/debris, rototill tot lots, apply chemicals, and prune are subject to a deduction up to \$250 per occurrence.
8. Minor irrigation deficiencies shall be repaired within sixteen (16) hours and are subject to a deduction up to \$250 per occurrence.
9. Failure to comply with City of Laguna Niguel Local Implementation Plan (L.I.P.) restrictions imposed by the San Diego Regional Water Quality Control Board. Up to \$250 deduction per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.

DAMAGE/REPAIR

SECTION 32

32.1 AUTHORIZATION:

- 1.1** Approximately 85 to 90 percent of all damage/repair work required in performance of landscape maintenance occurs with the fabric glued seams.
- 1.2** Prior to the start of any damage/repair work, the Contractor shall obtain written authorization from the Inspector.
- 1.3** The Contractor shall then complete repairs in accordance with Section 64-1.7.3, i.e., within eight (8) hours after approval on major components, and within sixteen (16) hours after approval on sprinkler heads and minor items.
- 1.4** No approval or compensation will be granted for any damage caused by the Contractor's operations.

32.2 COST CRITERIA:

- 2.1** The Contractor shall include costs for furnishing and installing each item complete to include all labor, materials, tools and overhead in the respective bid item.
- 2.2** No adjustment in price will be granted for any damage caused by the Contractor's operations.

32.3 INVOICING:

- 3.1** At the end of each month, the Contractor shall submit an invoice, which shall summarize all damage/repair, completed during that month.
 - 3.1.1** Invoices shall be submitted in duplicate.

DAMAGE/REPAIR – SECTION 32

3.1.2 Invoices shall be submitted on standard Company letterhead forms and shall state:

- (a) Invoice number
- (b) Invoice period (dates)
- (c) Park name, detailed description of the work and location
- (d) Type and number of manpower
- (e) Number of hours worked and pay rate per hour
- (f) Type of equipment and rate per hour
- (g) Total amount requested

3.1.3 Copies of all damage/repair authorizations shall be attached to the invoice.

3.1.4 Invoices shall be mailed to the City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677.

3.2 Payment will be subject to approval by the Agency/Department and normal processing requirements.

EXTRA WORK

SECTION 33

33.1 AUTHORIZATION:

- 1.1** Extra work may be required by the City to remedy vandalism, accidents, Acts of God, theft, or civil disturbances within the areas covered by the contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.
- 1.2** Extra work may be required by the City in order to add new, to modify existing, or to refurbish existing landscaping and/or irrigation.
- 1.3** Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools and equipment.
- 1.4** No work shall commence without the written authorization of the Inspector.
- 1.5** All overtime must receive prior written approval of the Inspector and must be clearly indicated on authorization.
- 1.6** The only exception to 34-1.3 and 34-1.4, shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case a verbal estimate and authorization may be used. Within twenty-four (24) hours after verbal authorization, the written estimate with approval shall be prepared.
- 1.7** After the approval of work and estimate, the Contractor shall:
 - (a)** Commence and complete the work in accordance with Section 64-1.7.3, i.e., eight (8) hours on major components and sixteen (16) hours on minor components;

OR

 - (b)** Commence work within twenty-four (24) hours and proceed diligently to completion;

OR

 - (c)** Commence work on the specific date established and complete within the time allotted.

EXTRA WORK – SECTION 33

1.8 The Contractor is not entitled to any extra work. The Inspector may bring in other forces to complete extra work as needed.

33.2 COST CRITERIA:

2.1 Labor:

2.1.1 The cost for labor shall be for actual labor used to perform the extra work.

2.1.2 The unit price for labor shall be as bid and shall include prevailing wage, plus benefits, and all overhead and markup.

2.2 Materials:

2.2.1 The base cost for materials shall be for actual materials used to perform the extra work.

2.2.2 The cost of all materials shall be the actual cost paid by the Contractor at the time of purchase including but not limited to:

(a) any and all discounts and;

(b) any rebates or refunds.

2.2.3 The Contractor shall complete the certification statement on materials cost and submit with each monthly extra work invoice.

2.2.4 Audit:

(a) Periodically the City will compare the cost of materials invoiced against current retail price list and Contractor's discount.

(b) If a discrepancy exists, the City may initiate an audit of past material invoices.

(c) The Contractor shall pay for all audit costs, whether by the City staff or private agency, required to the extent of materials overcharge.

(d) The Contractor shall reimburse the City for all overcharges to include all administrative and process costs.

EXTRA WORK – SECTION 33

2.2.5 The total cost of materials shall include:

- (a) Actual cost (retail cost minus Contractor's discount), per 34-2.2.2 above.
- (b) Applicable sales taxes.
- (c) A markup of _____ percent for all overhead and profits based on Contractor's cost (per 34-2.2.2) not to include sales tax.

2.2.6 All materials used in extra work shall be new and identical to existing materials unless directed otherwise by the Inspector. Plant material shall be healthy, free of disease and pests, of the proper, designated size and not root bound.

2.3 Equipment and Tools:

2.3.1 No payment will be made for the use of tools, which have a replacement value of Three Hundred Dollars (\$300.00) or less.

2.3.2 Regardless of ownership, the rates to be used in determining rental costs shall not exceed local prevailing rates from equipment rental sources.

2.3.3 The rental rates paid shall include the cost of all fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

2.3.4 All equipment shall be in good working condition and suitable for the purpose for which it is to be used.

2.3.5 The reported rental time for equipment shall be only for its actual, continuous use on the extra work and for transportation costs to the site.

2.3.6 The total equipment and tool cost shall include:

- (a) Move-in transportation cost.
- (b) Actual hours equipment is used on the extra work.

EXTRA WORK – SECTION 33

2.3.7 When equipment required under the contract, is used to perform Extra Work, payment may be made when the following conditions are met:

- (a) The Extra Work is separate and distinct from any regular, required work.
- (b) The Extra Work is not performed in conjunction with any regular, required work; nor is it separated from any regular, required work in order to qualify for payment.
- (c) When the equipment is used under these conditions, and such use is to be included for payment, the Extra Work authorization shall list the equipment and rates, and shall have the prior approval of the Inspector.

2.4 Subcontracts:

2.4.1 Labor, equipment, materials and/or services which are different in their nature from those required for the work specified in this contract and which are not ordinarily available from the Contractor may be authorized by the City and performed by subcontract.

2.4.2 Prior to the use of any subcontractor, the Contractor shall list the name and address of the proposed subcontractor and description of the work to be performed with an estimate of cost.

2.4.3 No subcontractor shall be utilized for performance of extra work without prior authorization by the Inspector.

2.4.4 All subcontractors and their employees shall be considered as employees of the Contractor and governed by the requirements of this contract.

33.3 INVOICING:

3.1 At the end of each month, the Contractor shall submit an invoice which shall summarize all damage/repair completed during that month.

3.1.1 Invoices shall be submitted in duplicate.

EXTRA WORK – SECTION 33

3.1.2 Invoices shall be submitted on standard Company letterhead forms and shall state:

- (a) Invoice number
- (b) Invoice period (dates)
- (c) Park name, detailed description of the work and location
- (d) Type and number of manpower
- (e) Number of hours worked and pay rate per hour
- (f) Type of equipment and rate per hour
- (g) Total amount requested

3.1.3 Copies of all damage/repair authorizations shall be attached to the invoice.

3.1.4 Invoices shall be mailed to the City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677.

3.2 Payment will be subject to approval by the Agency/Department and normal processing requirements.

ADDITIONAL BROOMING/SWEEPING

SECTION 34

34.1 ADDITIONAL BROOMING/SWEEPING:

- 1.1** On occasion, special circumstances may exist which dictate that the frequency of brooming/sweeping required in certain areas is greater than that specified in these documents. On these occasions, the inspector may require the Contractor to perform an additional brooming/sweeping.
- 1.2** Contractor shall be notified in writing by the Inspector seven (7) days prior to the required date the additional brooming/sweeping is to be performed.
 - 1.2.1** Notification shall include:
 - (a)** Date additional brooming/sweeping is required.
 - (b)** Number of acres to be broomed/swept.
 - (c)** Location of area to be broomed/swept.
- 1.3** Acreage and boundaries of the area identified as requiring an additional brooming/sweeping shall be determined as described in Inventory - Section 50.
- 1.4** Upon receipt of written notification the Contractor shall indicate the additional brooming/sweeping on the next weekly schedule to be submitted.
- 1.5** Performance of Additional Brooming/sweeping shall be in accordance with Synthetic Sports Turf and Facilities Maintenance - Section 61.

34.2 COST CRITERIA:

- 2.1** Contractor shall include all costs for furnishing all labor, equipment, transportation and overhead costs for performing the additional brooming/sweeping.
- 2.2** No adjustment in price will be granted during the base term of the contract but will be reviewed for renewal terms.

ADDITIONAL BROOMING/SWEEPING – SECTION 34

34.3 INVOICING:

- 3.1** At the end of each month, Contractor shall submit an invoice, which shall summarize all additional brooming/sweepings completed during that month.
 - 3.1.1** Invoices shall be submitted in duplicate.
 - 3.1.2** Invoices shall be submitted on standard company letterhead forms and shall state:
 - (a)** Invoice number
 - (b)** Invoice period (dates)
 - (c)** Park name
 - (d)** Total amount requested.
 - 3.1.3** Copies of all additional brooming/sweeping authorizations shall be attached to the invoice.
 - 3.1.4** Invoices shall be mailed to the City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677.
- 3.2** Payment will be subject to approval by the Agency/Department and normal processing requirements.

CHANGES TO CONTRACT

SECTION 35

35.1 ADDITIONS/DELETIONS:

- 1.1 Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas.
- 1.2 Any and all such changes shall only be made upon written notification in the form of a change order, which shall clearly state the effective date of the change.
- 1.3 Exception to 35-1.2
 - 1.3.1 Due to acceptance time frame difficulties, it will not always be possible to have the actual change order to the Contractor on the effective date.
 - 1.3.2 In lieu of the actual change order, the Request for Proposal with: the contract unit prices and the effective date, signed by the Director, may be substituted.
 - 1.3.3 This shall apply only to those cases where the unit prices are established in the contract or where the Contractor has submitted an acceptable quotation to the City.
- 1.4 **Costs for additions/deletions:**
 - 1.4.1 **Park Hardscape and Softscape Areas:**
 - (a) The costs used for computing of the change shall be those stated on the change order, per acre, per month.
 - (b) The acreage shall be taken from the tract maps or improvement plans and shall be based upon horizontal projections of the area.
 - (c) Upon completion of any new park facilities, the Contractor will be requested to review the site.
 - (d) Any new specifications and a Request of Proposal shall also be reviewed, completed and returned to the City.
 - (e) All costs shall be approved by the City prior to implementation.

CHANGES TO CONTRACT – SECTION 35

- (f) The City reserves the right to award a separate contract for any or all new park facilities.

- 1.5 The effective date for all additions/deletions shall be the first of the month, except in an extreme case when mid-month (the 15th) is absolutely necessary.

35.2 CHANGES IN CONTRACT SPECIFICATIONS:

- 2.1 Changes in contract specifications with no corresponding changes in compensation.

- 2.1.1 Changes in this category shall be changes for clarity or of a minor nature with no impact on contract costs.

- 2.1.2 In all cases these changes must be accepted by the Contractor and the City.

- 2.2 Changes in contract specifications with a corresponding change in compensation.

- 2.2.1 Changes in this category shall be changes where a change in the scope of work is necessary.

- 2.2.2 Changes in this category would include, but not be limited to, additions, deletions, new work, and special requirements for a particular area of work.

- 2.2.3 In all cases, these changes must be mutually acceptable to both the Contractor and the City.

- 2.3 **Implementing these changes:**

- 2.3.1 The proposed change shall be prepared by the City, with assistance by the Contractor, if appropriate.

- 2.3.2 The City shall submit the change to the Contractor in the form of a Request for Proposal.

- 2.3.3 The Contractor shall review the request and prepare a proposal, which shall be returned to the City.

- 2.3.4 If the proposal is acceptable to the City, the change will be implemented.

- 2.3.5 If the quotation is unacceptable, the City and the Contractor shall attempt to negotiate a solution which will be implemented.

CHANGES TO CONTRACT – SECTION 35

2.3.6 If no solution is reached, the City may either drop the request or seek other means of accomplishment.

35.3 ECONOMIC PRICE ADJUSTMENT:

3.1 Guidelines:

- (a) The Contractor shall notify the City if, at any time during contract performance, the rates of pay for labor or the cost of material either increase or decrease. The Contractor shall furnish this notice within sixty (60) days after the increase or decrease to the Parks and Recreation Director. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices, and shall include all supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.
- (b) Promptly after the Director of Public Works/City Engineer receives the notice and supporting data, the Parks and Recreation Director and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Parks and Recreation Director may postpone the negotiations until an accumulation of increases and decreases in the labor rates and material costs results in an adjustment allowable under subparagraph (c)(1) below. The Parks and Recreation Director shall modify this contract to include the cost adjustment for labor and material and its effective date, to reflect the increase or decrease resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.
- (c) Any price adjustment under this clause is subject to the following limitations:

 - (1) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or costs for material which would not result in a net change of at least three percent (3%) of the then current total contract price.
 - (2) The aggregate of the increases in any contract unit price made under the clause shall not exceed ten percent (10%) of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

INSPECTION/ADMINISTRATION

DIVISION 40

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CONTROL OF WORK

SECTION 41

41.1 CONTROL OF WORK:

1.1 Parks and Recreation Director:

1.1.1 Shall decide any and all questions which may arise as to:

- (a) The quality or acceptability of the materials furnished and the work performed.
- (b) The manner of performance.
- (c) The rate of performance.
- (d) The interpretation of the work specifications.
- (e) The acceptable fulfillment of the contract on the part of the Contractor.

1.1.2 Shall direct the inspection and administration of the work.

1.1.3 Shall have the authority to implement alternative action either by the City forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions.

1.1.4 Shall recommend and provide documentation regarding all claims and compensation.

1.1.5 Shall recommend when preliminary notice (ten percent of contract price deducted) and when final notice (fifteen percent of contract price deducted) should be given to the surety.

1.2 Parks and Recreation Director:

1.2.1 Shall advertise proposal, approve, secure approval of the City Council and execute the contract for the required work.

1.2.2 Shall decide any and all questions which may arise as to claims and compensation.

CONTROL OF WORK - SECTION 41

- 1.2.3 Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out.
- 1.2.4 Shall refer any question or doubt relative to the true meaning of the specifications to the City, whose decision thereon shall be final.
- 1.2.5 Shall secure any separate contract required to accomplish the work and prevent loss or damage.
- 1.2.6 Shall provide control over all insurance and bonds.

41.2 INSPECTION AND ADMINISTRATION:

- 2.1 The daily inspection and administration of the contract work will be made by the Inspector supported by the Parks and Recreation Director.
- 2.2 Any and all questions arising regarding the performance of the work shall first be directed to the Inspector. If the question cannot be answered or if the answer is unacceptable, it will be referred by the Inspector to Parks and Recreation Director as provided in 1.1.1 or 1.2.1 above.
- 2.3 All deficiency notices and calculations of payment deductions shall originate with the Inspector.
- 2.4 Only those Damage/Repair or Extra Work items authorized by the Inspector shall be considered for payment and all others shall be considered as unauthorized and will not be paid for.

41.3 INSPECTION/ADMINISTRATION COST LIMITATION:

- 3.1 The inspection and administration criteria stated in 3.4 shall be used to compute any costs incurred by the City due to inadequate level of maintenance and/or poor administrative preparation by the contractor.
- 3.2 The cost for all time in excess of the stated criteria required due to inadequate level of maintenance and poor administrative preparation shall be deducted and forfeit from payments due to the Contractor.
- 3.3 The stated criteria shall be exclusive from excessive damage from outside sources beyond the Contractor's control requiring additional inspection and administration.
- 3.4 The actual cost computation shall be made using a Parks Maintenance and Contracts Supervisor salary range 5 inclusive of direct and indirect overhead from the salary schedule in effect at the time costs are incurred.

SCHEDULES

SECTION 42

42.1 ANNUAL SCHEDULE:

- 1.1** The annual schedule shall indicate the time frames when items of work shall be accomplished per Division 60 - PERFORMANCE.
- 1.2** The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
- 1.3** Failure to complete work per the annual schedule shall result in \$250.00 per calendar day.

42.2 WEEKLY SCHEDULE:

- 2.1** The weekly schedule form shall indicate the major items of work in accordance with Division 60 - PERFORMANCE and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.
- 2.2** The Contractor shall complete the schedule for each item of work and each area of work.
- 2.3** The initial schedule shall be submitted on or by the effective date of the contract. Thereafter, it shall be submitted weekly on the day and time mutually agreed upon by the Contractor and the Inspector.
- 2.4** Failure to supply the weekly schedule shall result in the deduction and forfeit of Two Hundred Fifty Dollars (\$250.00) from payments to the Contractor for every calendar day the schedules are not received.
- 2.5** Changes to the schedule shall be received by the Inspector at least twelve (12) hours prior to the scheduled time for work.
- 2.6** Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work; even through the work is performed on a subsequent day.
- 2.7** The Contractor shall adjust his schedule to compensate for all holidays.

SCHEDULES – SECTION 42

42.3 PERFORMANCE DURING INCLEMENT WEATHER:

- 3.1** During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
 - 3.1.1** Examples of work to be performed during inclement weather are, but not limited to: Checking and clearing all drains and catch basins, removing trash and debris on walkways, trails, parking lots, removal of downed limbs, dewatering of playground areas, raking and leveling of playground areas, empty trash cans, etc.
- 3.2** The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.
- 3.3** Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- 3.4** When the Contractor makes adjustments to work force the Inspector shall be notified by 9:00 a.m. of the same day as to the adjustment and work tasks.

42.4 PERFORMANCE ON SCHEDULE:

- 4.1** The Contractor has been provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances.
- 4.2** All work shall be completed on the day scheduled (as shown on the weekly schedule).
- 4.3** Failure to complete the work as scheduled will result in the following actions:
 - (a)** The sum of Two Hundred Fifty Dollars (\$250.00) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
 - (b)** For minor deficiencies: an additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted from payments to the Contractor.

SCHEDULES – SECTION 42

42.5 HOLIDAY SCHEDULE:

5.1 The Contractor shall provide Synthetic Turf maintenance services on a daily basis, Monday through Friday inclusive, (five times per week) with Saturday and Sunday trash removal service, except for the regularly scheduled City Holidays.

5.2 City Holidays

5.2.1 New Year's Day

5.2.2 Martin Luther King Jr. Day

5.2.3 President's Day

5.2.4 Memorial Day

5.2.5 Independence Day

5.2.6 Labor Day

5.2.7 Veteran's Day

5.2.8 Thanksgiving Day

5.2.9 Thanksgiving Day After

5.2.10 Christmas Eve Day

5.2.11 Christmas Day

5.2.12 Day After Christmas

5.2.13 New Year's Eve Day

5.3 The Contractor shall complete all work prior to each holiday.

42.6 SERVICE HOURS:

The hours of normal parks and facilities operation are 6 a.m. to 10 p.m., Monday through Sunday. Synthetic Turf maintenance of the park facilities shall normally be performed after 7 a.m. and prior to 5:00 p.m. However, with prior approval of the Contract Inspector, the Contractor may schedule work for other times.

SCHEDULES – SECTION 42

The Contractor shall notify the Inspector by 9 a.m. the next day for any portion of the contract that is not complete. The notification shall come in the form of a note, telephone call or FAX. If no notification is received, it shall be determined that all work has been completed. If work was not completed and no notification was given, the Contractor shall be charged per Payment Deduction Schedule 31.3.

DEFICIENT PERFORMANCE/NOTIFICATION

SECTION 43

43.1 DEFICIENT PERFORMANCE:

- 1.1** The Contractor shall be notified both verbally and in writing, each time its performance is unsatisfactory and corrective action is necessary.
- 1.2** The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - 1.2.1** Major synthetic turf damage within eight (8) hours See 64-1.5.4
 - 1.2.2** Minor synthetic turf damage within sixteen (16) hours See 64-1.5.4
 - 1.2.3** Other deficiencies within three (3) days.
- 1.3** Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on Payment Deduction Schedule.

DIVISION 50

INVENTORY

SECTION

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INVENTORY

SECTION 51

**SYNTHETIC SPORTS TURF AND
FACILITIES MAINTENANCE CONTRACT
CITY OF LAGUNA NIGUEL**

Park Name	Synthetic Turf
Alicia Skate and Soccer	1.800
Bear Brand	2.730
Chapparosa	1.411
Crown Valley Community	1.731
La Paz	3.117
Total	10.789

DIVISION 60

PERFORMANCE

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SYNTHETIC SPORTS TURF MAINTENANCE

SECTION 61

61.1 GENERAL GUIDELINES:

- 1.1 Do not use a motorized sweeper during the heat of the day if the ambient temperature exceeds 90 degrees Fahrenheit.
- 1.2 Do not park any vehicle idling on the synthetic turf for any amount of time to prevent the possibility of burning or melting the turf due to exhaust or overheating. All vehicles utilized on the synthetic turf shall have exhausts that discharge away from the field.
- 1.3 Any vehicle which weighs over 300 lbs., shall have pneumatic tires with a maximum tire pressure of 35 pounds per square inch.
- 1.4 Do not park any vehicles on the synthetic turf, especially in the heat of the day, or leave vehicles on wet turf for long periods of time.
- 1.5 Do not change or add fluids to any maintenance equipment while on the synthetic turf.
- 1.6 Do not perform any maintenance of any equipment while on the synthetic turf.

61.2 DEBRIS CONTROL:

- 2.1 All synthetic turf areas shall have regular program of debris pick up utilizing **“hand removal”**, supplemented by **“mechanical removal”** of all foreign objects other than synthetic turf and cryonic rubber.
 - 2.1.1 Hand removal shall be employed as often as necessary to maintain the synthetic turf in a “debris free” condition.
 - 2.1.2 Mechanical removal shall be employed twice a month or twenty-four (24) treatments per year to aid in maintaining the synthetic turf in a “debris free” condition.
 - 2.1.3 Mechanical removal shall be completed utilizing a lightweight multi-purpose utility/tow vehicle with wide turf type wheels. The vehicle shall tow three (3) Astro Play (Parker Sweepers) AP8336 36” Trailing Lawn Sweepers.

SYNTHETIC SPORTS TURF MAINTENANCE – SECTION 61

- 2.1.4 The sweeper shall have synthetic fiber bristles such as nylon or polyolefin. The minimum brush length shall be 2.5”.
- 2.1.5 The proper use of the sweeper shall not remove the rubber filling in the synthetic turf. The brush setting shall be monitored. The actual setting shall be set so that it barely touches the tips of the fibers of the synthetic turf. **DO NOT SET THE BRUSH SO LOW THAT IT DIGS INTO THE TURF PILE, IN FILL MATERIAL OR BACKING.**
- 2.1.6 All synthetic turf shall be “Cross Brushed” swept by brushing against the grain, nap or sweep of the synthetic turf fibers of the fabric.

61.3 GROOMING:

- 3.1 All synthetic turf shall have a regular program of fiber grooming utilizing a mechanical “Greens Groomer” to raise the fiber pile.
 - 3.1.1 Mechanical grooming shall be employed once per month for twelve (12) treatments per year.
 - 3.1.2 All grooming shall be performed by going against the grain, nap or sweep of the synthetic turf.

61.4 STRIPING/PAINTING LINES:

61.5 DECOMPACTION OF BACKFILL:

61.6 TOP-DRESSING:

CITY OF LAGUNA NIGUEL
SYNTHETIC SPORTS TURF
AND FACILITIES MAINTENANCE

NOTICE OF REQUEST FOR PROPOSAL

PUBLIC NOTICE IS HEREBY GIVEN that City of Laguna Niguel is accepting proposals for the Synthetic Sports Turf and Facilities Maintenance Contract. Proposals will be received at the office of the Public Works Department, City of Laguna Niguel **until 2:00 p.m. on October 22nd, 2015.**

Proposals shall be prepared on the approved proposal forms included in the "Request for Proposal" bid package. Proposal packages may be purchased at a cost of \$30.00 per set and are obtainable from the Public Works Department, 30111 Crown Valley Parkway, Laguna Niguel, California 92677, telephone number (949) 362-4337.

Proposals shall be submitted in sealed envelopes marked on the outside, "REQUEST FOR PROPOSAL FOR SYNTHETIC SPORTS TURF AND FACILITIES MAINTENANCE CONTRACT - DO NOT OPEN WITH REGULAR MAIL".

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Laguna Niguel Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at the Public Works Department at 30111 Crown Valley Parkway, Laguna Niguel, at 10:00 a.m. on October 15, 2015. Synthetic Turf Maintenance specifics will be discussed and any questions or comments will be addressed at that time. All interested bidders are invited; attendance is required for proposal submittal purposes.

SCOPE OF WORK

The work to be performed shall consist of furnishing all labor, materials, and equipment necessary to maintain the synthetic turf areas consisting of Sports Parks and similar areas within the City of Laguna Niguel.

LICENSE REQUIREMENTS

At the time of contract award, the Contractor shall possess a Class C-27 Contractor's License or C-61/D12 Limited Specialty/Synthetic Products. No proposal will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California at the time the proposal is submitted.

PROPOSAL SUBMITTAL

The City has issued a Request for Proposal for Synthetic Sports Turf & Facilities Maintenance. Contractors are invited to submit proposals per the Requests for Proposal. The City will select the lowest and best proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions.

ATTACHMENT A
SAMPLE AGREEMENT

AGREEMENT FOR MAINTENANCE SERVICES
SYNTHETIC TURF AND FACILITIES MAINTENANCE

THIS AGREEMENT is made and entered into the 1st day of December, 2015, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and Contractor Name , a California Corporation, hereinafter the "Contractor."

R E C I T A L S:

1. City requires specialized and extensive synthetic turf and facilities maintenance services at various parks and facilities throughout the City.
2. The City sought proposals for synthetic turf and facilities maintenance.
3. The Contractor submitted its 'Proposal for Synthetic Turf and Facilities Maintenance Contract for the City of Laguna Niguel', which is dated (Date of Proposal), and which is Exhibit "B" to this Agreement.'
4. Contractor has the proper (Contractors License) Contractors license, many years of experience and other qualifications to render the required services.
5. City desires to enter into an agreement with the Contractor for Synthetic Turf and Facilities Maintenance Services.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall provide the synthetic and facilities maintenance services described in its the Scope of Work in a manner satisfactory to City. The Scope of Work consists of the City's Request for Proposal 'City of Laguna Niguel Synthetic Turf and Facilities Maintenance Request for Proposal June 2015' and the Contractor's Proposal 'Proposal for Synthetic Turf and Facilities Maintenance (Date of Proposal), which are attached hereto respectively as Exhibits "A" and "B."

(b) In the event of any conflict or inconsistency between Exhibits "A" and "B" and this Agreement, this Agreement shall take precedent over Exhibits "A" and "B."

2. Additional or Different Services. Any proposed changes in the Scope of Work shall be made only by written amendment to this Agreement.

3. Term. The Contractor shall commence providing the required services on October 1, 2015, and this Agreement shall continue in full force and effect until September 30, 2018, subject to termination as provided in paragraph 17. The agreement may be extended for two one-year terms if the contractor's performance is satisfactory and that it is in the interest of the City.

4. Payment for Services. City agrees to pay Contractor for providing the services which are described in Exhibit "A," and to pay for those services in the amount and in the manner and at the times set forth in Exhibit "B."

5. Contractor to Supply Instrumentalities. Contractor shall supply all necessary labor, tools, materials, appliances, and equipment to provide the required services.

6. Licenses; Standard of Care.

(a) Contractor represents and agrees that all personnel engaged by Contractor in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals to provide the services and work required to be performed by this Agreement. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

(b) Contractor shall perform the services under this Agreement in a skillful and competent manner. The Contractor shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Contractor be found in such services, Contractor shall correct the errors at no additional charge to City by redoing the work.

7. Legal Responsibilities.

(a) Contractor shall keep itself informed of all State and Federal laws and regulations which may in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

(b) The City and its Council members, officers, employees, agents, representatives and consultants are not responsible or liable for any claims, losses or damages that may arise from injury to any person, including employees of Contractor or any subcontractor, or from damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the required services.

8. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Subcontracting Subject to Approval. Contractor may not subcontract any portion of the work required by this Agreement to other persons or firms unless Contractor first obtains the written consent of City to engage in such subcontracting.

10. Independent Contractor. Contractor is and shall at all times remain as to 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 Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Contractor shall have no authority, expressed or implied, to act on behalf of City, and Contractor shall have no authority, expressed or implied, to incur any obligation or liability against the City. Contractor shall be responsible for and pay all taxes and other payments for Contractor and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

11. Administration. This Agreement will be administered by the Public Works Department. The Director of Public Works or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The Director of Public Works or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

12. Indemnification. Contractor shall indemnify, protect, defend and hold harmless, City and its Council members, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or are in any way related to Contractor's performance of work pursuant to this Agreement. This provision shall survive the term of this Agreement.

13. Liability Insurance.

(a) Without limiting Contractor's indemnification of City, as described in paragraph 12, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California, which contain the coverage described below. The policy or policies shall be provided to City prior to the Contractor providing services pursuant to this Agreement.

- (1) Comprehensive Liability Insurance, vehicular and non-vehicular, for claims for bodily injury, death, or property damage which may arise from the performance of the Contract. Such insurance shall be in an amount of at least \$2 million per occurrence and \$4 million in the aggregate.
- (2) Certificates of Insurance shall be provided by Contractor as evidence of the above-indicated policies.

- (3) The City of Laguna Niguel, the City Council, and the City's officers, employees, agents and representatives shall be named as additional insureds under these policies.
- (4) Said Certificates of Insurance shall provide that 30 days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

(b) Contractor shall include subcontractors, if any, as insureds under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverage for each subcontractor shall comply with the requirements of this paragraph.

14. State Labor Code.

(a) Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

(b) Contractor's attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced.

(c) Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

(d) Section 1777.5 of the Labor Code requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

(e) Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810, and Contractor shall comply with the requirements concerning working hours set forth in Labor Code Section 1810 et seq.

15. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

16. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17. Termination. Either party may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least ninety (90) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in paragraph 3. If City terminates this Agreement pursuant to this paragraph, Contractor's compensation shall be paid based on the percentage of the required services performed.

18. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel
Attn: Director of Public Works
30111 Crown Valley Parkway
Laguna Niguel, California 92677

CONTRACTOR: Name of Contractor

19. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit "A" hereto by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

20. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

22. Breach of Agreement. If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days [or some other appropriate time] after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

23. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

26. Authority to Sign. The person executing this Agreement on behalf of the Contractor warrants and represents that he has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind the Contractor to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____
Rod Foster

Title: City Manager

ATTEST:

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures are to be notarized; attach Acknowledgment. Obtain two signatures if contractor is a corporation.]