

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
COMPLETE LANDSCAPE CARE, INC.**

THIS AGREEMENT is made and entered into this 1st day of March, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COMPLETE LANDSCAPE CARE, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide landscape maintenance services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Contractor's Bid Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the

matters of concern;

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the Proposal attached hereto and made a part of this Agreement. Contractor's total annual compensation shall not exceed Seven Hundred and Six Thousand Six Hundred and Ninety Two Dollars (\$706,692.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence immediately upon the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years expiring on February 28, 2020. The term of the Agreement shall thereafter extend for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. At the conclusion of the final term of the Agreement, the City Manager shall have the authority to consent to an extension of the Agreement for a reasonable period of time, on a month to month basis, under the same terms, until a new Agreement is awarded.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor.

The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverage with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent Contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Complete Landscape Care, Inc.
13316 Leffingwell Road
Whittier, CA 90605
Tel: 562-946-4441

Attn: Thomas Murray, President

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-

Fax: (714) 754-

Attn: Bruce Hartley

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Thomas Hatch, Chief Executive Officer

Date: 2/18/15

CONTRACTOR

REDACTED

Signature

Date: 2-11-15

Operations Manager
Name and Title

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

REDACTED

City Clerk and ex-officio Clerk
of the City of Costa Mesa



APPROVED AS TO FORM:
REDACTED

REDACTED

City Attorney

Date: 02/18/15

APPROVED AS TO INSURANCE:
REDACTED

REDACTED

Risk Management

Date: 2-18-15

APPROVED AS TO CONTENT:
REDACTED

REDACTED

Ernesto Munoz

Date: 2.18.15

Director of Public Services

Date: _____

**EXHIBIT A
BID PROPOSAL**

Bid for City of Costa Mesa
Landscape Maintenance Contract

Bid No. 14-4657

Presented to



City of Costa Mesa

Submitted By

 **COMPLETE**
LANDSCAPE CARE, INC.

"Greener Cities are Cleaner Cities"

January 8, 2015

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Bidder's Information Form

Each bid shall set forth the full names and residences of all persons and parties interested in the contract. If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers. If the Bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the Bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder. In case of corporations, include the names of the President, Secretary, Treasurer, and Manager.

The undersigned, as Bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Firm Name: Complete Landscape Care, Inc.

Address: 13316 Leffingwell Rd. Whittier, CA 90605

Telephone: (562) 946-4441 Fax: (562) 941-9943
Area Code Area Code

Federal Tax I.D. Number: REDACTED

Is your firm incorporated: Yes No

REDACTED
Authorized Signature REDACTED

Check one: Owner Partner Officer

Print Name of Authorized Signer: Thomas Murray

Title: President/CEO

Date: 1-5-15

Bidder's Contact Person: Juan Sanchez

Telephone #: 562-755-3541

References

The Bidder is required to state what work of a similar character to that included in the proposed contract he/she has successfully performed (especially for public agencies) and give references which will enable the City to judge his/her responsibility, experience, skill, and business/financial standing. Include at least three references with the name of the firm, address, contact person, phone number, and dollar amount of contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the Bidder's own organization or subsidiary. The City of Costa Mesa reserves the right to contact all references.

City of Santa Fe Springs 11710 E. Telegraph Rd. Santa Fe Springs, CA 90670

Contact: Heleo Espinoza (562) 755-5847 Contract Amount: \$82,593.08 Monthly

City of Bell Gardens 7100 S. Garfield Ave. Bell Gardens, CA 90201

Contact: Carlos Marin (562) 755-9858 Contract Amount: \$11,806.21 Monthly

City of Downey 12324 Bellflower Blvd. Bell Gardens, CA 90201

Contact: Grissel Chavez (562) 904-7196 Contract Amount: \$16,399.42 Monthly

Bidder's Statement of Past Contract Disqualifications

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for landscape maintenance.

A. Have you ever been disqualified from any contract: Yes No

B. If yes, explain the circumstance(s):

Independent Price Determination

I certify that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

REDACTED



Authorized Signature

License Information

Individual/Firm Name: Complete Landscape Care, Inc

State Contractor C-27 License #: 756703

Expiration Date: 12/31/16

County of Orange Business License for Pest Control #: 31405

Pest Control Advisor License #: _____

Name of Individual and License Number: _____

Expiration Date: _____

Qualified Applicator License/Certificate (Category A, B and C):

Name of Individual and License Number: Juan Sanchez 132966 Category B

Expiration date: 12/31/2015

Signing this 5th day of January, 2014

By: REDACTED

Thomas Murray President/CEO
Print Name and Title

Address: 13316 Leffingwell RD. Whittier, CA 90605

Telephone: (562) 946-4441

BIDDER TO INCLUDE WITH THE BID SUBMITTAL COPIES OF LICENSES LISTED BELOW:

- CALIFORNIA C-27 LICENSE**
- CA DPR PEST CONTROL ADVISOR LICENSE(S)**
- CA DPR QUALIFIED APPLICATOR CERTIFICATE(S) and/or LICENSE(S)**

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **756703** **CORP**
Business Name: **COMPLETE LANDSCAPE CARE INC**

Classification: **C27**

Expiration Date: **12/31/2018** www.cslb.ca.gov

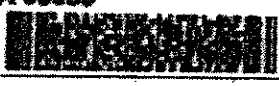


dpr **DEPARTMENT OF PESTICIDE REGULATION**
LICENSING CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE		VALID THROUGH
06/03/2014		12/31/2018
QAL	132966	B
JUAN M SANCHEZ		
13316 LEFFINGWELL RD		
WHITTIER CA 90605		



BID SUMMARY FORM

Bidder is to complete detailed pricing sheets (which follow) and write in total cost.

Location of sites and areas to be maintained are listed in Detailed Pricing Sheets.

The undersigned certifies that he/she has read all documents related to this bid and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby proposes to the City of Costa Mesa the following:

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Bidders are expected to carefully examine the site of the proposed work, the proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. It is the responsibility of the bidder to make all measurements to determine his/her bid price. The City of Costa Mesa will not be responsible for determining the areas, or quantities of materials necessary to complete the work specified.

Bidder's Acknowledgement of His/Her Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda. The undersigned Bidder agrees he/she will contract with the City of Costa Mesa to provide all necessary labor, supervision, machinery, tools, apparatus, and other means needed to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed.

Juan Sanchez
Complete Landscape Care, Inc.
Bidder Name (Person, Firm, Corporation)

REDACTED

Signature of Authorized Representative

13316 Leffingwell Rd.
Address

Juan Sanchez
Name of Authorized Representative

Whittier, CA 90605
City, State, Zip Code

Account Manager
Title of Authorized Representative

(562) 946-4441
Telephone Number

(562) 941-9943
Facsimile Number

DETAILED BID PRICING

**Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling & disposal fees, profit, overhead and all other necessary resources to complete the contract requirements as specified.

Price Sheet	Service Areas	Monthly Total	Annual Total
#1	Parkways & Medians	\$ 11,772.00	\$ 141,264.00
#2	Fire Stations	\$ 2,800.00	\$ 33,600.00
#3	Miscellaneous Areas	\$ 8,850.00	\$ 106,200.00
#4	Parks & Facilities	\$ 26,919.00	\$ 323,028.00
#5	Sports Fields	\$ 8,550.00	\$ 102,600.00
#6	Extra Work Pricing	\$ N/A	\$ N/A
	GRAND TOTAL	\$ 58,891.00	\$ 706,692.00

*PLEASE NOTE: WE ARE OFFERING A 2% DISCOUNT IF CURRENT MONTHLY MAINTENANCE INVOICE IS PAID ON/OR BEFORE THE 10TH OF THE FOLLOWING MONTH.

Detailed Bid Pricing for:

- **Parkways & Medians**
- **Fire Stations**
- **Miscellaneous Areas**
- **Parks & Facilities**
- **Sports Fields**
- **Extra Work Items**

Detailed Pricing Sheet #1

PARKWAY AND MEDIAN SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-01	16th Street @ Superior Avenue (2,400 Sq. Ft. Hardscape)	\$ <u>24.00</u>	\$ <u>288.00</u>
M-02	East 17th Street Median (@ Fullerton Avenue) (1,470 Sq. Ft. Turf)	\$ <u>22.00</u>	\$ <u>264.00</u>
M-03	17th Street Medians @ Newport Blvd (2 hardscape medians e/o Newport Blvd) (1 hardscape median w/o Newport Blvd) (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-04	17th Street Parkways & Medians (Orange Avenue to Santa Ana Avenue) (2,644 Sq. Ft. Hardscape)	\$ <u>26.00</u>	\$ <u>312.00</u>
	(3,524 Sq. Ft. Planters)	\$ <u>71.00</u>	\$ <u>852.00</u>
M-05	West 19th Street Parkway (@ Whittier Avenue) (2,870 Sq. Ft. Turf)	\$ <u>80.00</u>	\$ <u>960.00</u>
M-06	E. 19th Street Medians (Park Avenue to Fullerton Avenue) (7,850 Sq. Ft. Planters)	\$ <u>157.00</u>	\$ <u>1,884.00</u>
	(3,342 Sq. Ft. Hardscape)	\$ <u>33.00</u>	\$ <u>369.00</u>
M-07	19th Street @ Newport Boulevard (NW corner) (1,200 Sq. Ft. Planter)	\$ <u>24.00</u>	\$ <u>288.00</u>
M-08	W. 19th Street Parkways & Medians (Park Avenue to Placentia Avenue) (19,000 Sq. Ft. Planters)	\$ <u>380.00</u>	\$ <u>4,560.00</u>
	(1,500 Sq. Ft. Hardscape)	\$ <u>15.00</u>	\$ <u>180.00</u>
Subtotal M-01 thru M-08		\$ <u>852.00</u>	\$ <u>10,224.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-09	Adams Avenue Parkways & Medians (Albatross Drive to Santa Ana River) (0.05 Acres Turf)	\$ <u>20.00</u>	\$ <u>240.00</u>
	(1,446 Sq. Ft. Planters)	\$ <u>29.00</u>	\$ <u>348.00</u>
	(483 Sq. Ft. Hardscape)	\$ <u>10.00</u>	\$ <u>120.00</u>
M-10	Adams Avenue Medians (Mesa Verde Drive West to Fairview Rd) (0.52 Acres Turf)	\$ <u>104.00</u>	\$ <u>1,248.00</u>
	(5,426 Sq. Ft. Planters)	\$ <u>108.00</u>	\$ <u>1,296.00</u>
	(12,848 Sq. Ft. Hardscape)	\$ <u>128.00</u>	\$ <u>1,536.00</u>
M-11	Anton Boulevard Medians (Avenue of the Arts to Sunflower Ave) (0.35 Acres Turf)	\$ <u>70.00</u>	\$ <u>840.00</u>
	(5,236 Sq. Ft. Hardscape)	\$ <u>52.00</u>	\$ <u>624.00</u>
M-12	Arlington Drive Median (Arlington Dr. @ Newport Boulevard) (1,638 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-13	Baker Street Parkways (Babb Street to Fairview Road) (4,583 Sq. Ft. Planters)	\$ <u>92.00</u>	\$ <u>1,104.00</u>
M-14	Baker Street Median (@ 73 Freeway Overpass) (4,200 Sq. Ft. Hardscape)	\$ <u>42.00</u>	\$ <u>504.00</u>
M-15	Baker Street Median (@ 55 Freeway Overpass) (1,137 Sq. Ft. Hardscape)	\$ <u>11.00</u>	\$ <u>132.00</u>
M-16	Bear Street Median (@ Metro Pointe) (0.10 Acres Turf)	\$ <u>20.00</u>	\$ <u>240.00</u>
	(4,452 Sq. Ft. Hardscape)	\$ <u>44.00</u>	\$ <u>528.00</u>
Subtotal M-09 thru M-16		\$ <u>750.00</u>	\$ <u>9,000.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-17	Bear Street Parkways (north and south of Yukon Avenue west side) (8,981 Sq. Ft. Planter & 684 Sq. Ft. Frontage Planter)	\$ <u>194.00</u>	\$ <u>2,328.00</u>
M-18	Bristol Street Medians (Baker Street to Anton Avenue) (0.32 Acres Turf)	\$ <u>222.00</u>	\$ <u>2,664.00</u>
	(14,942 Sq. Ft. Hardscape)	\$ <u>150.00</u>	\$ <u>1,800.00</u>
M-19	Bristol Street / 405 Freeway Entrance (Triangular-shaped hardscape area located on the west side of Bristol Street @ 405 Freeway Entrance) (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-20	Bristol Street Medians (@ 55 Freeway Overpass) (11,672 Sq. Ft. Hardscape)	\$ <u>117.00</u>	\$ <u>1,404.00</u>
M-21	Bristol Street Medians (@ 73 Freeway Overpass) (4,134 Sq. Ft. Hardscape)	\$ <u>41.00</u>	\$ <u>492.00</u>
M-22	California Street Median (Iowa Street to Alaska Avenue) (3,809 Sq. Ft. Turf)	\$ <u>57.00</u>	\$ <u>684.00</u>
M-23	Canyon Drive Parkway (Sea Bluff Drive to Victoria Street west side) (1,245 Sq. Ft. Planters)	\$ <u>25.00</u>	\$ <u>300.00</u>
M-24	Coolidge Avenue Medians (Baker Street to Paularino Avenue) (8,400 Sq. Ft. Planters)	\$ <u>168.00</u>	\$ <u>2,016.00</u>
	(1,400 Sq. Ft. Hardscape)	\$ <u>14.00</u>	\$ <u>168.00</u>
M-25	Elden Avenue @ Del Mar Avenue (NW & NE corners) (1,100 Sq. Ft. Planters)	\$ <u>22.00</u>	\$ <u>264.00</u>
Subtotal M-17 thru M-25		\$ <u>1,030.00</u>	\$ <u>12,360.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Fair Drive Parkways (Harbor Boulevard to Fairview Road) (1.43 Acres Turf)	\$ <u>286.00</u>	\$ <u>3,432.00</u>
M-27	Fairview Road Medians (Newport Boulevard to Sunflower Ave) (1.40 Acres Turf)	\$ <u>280.00</u>	\$ <u>3,360.00</u>
	(1,710 Sq. Ft. Planters)	\$ <u>35.00</u>	\$ <u>420.00</u>
	(23,818 Sq. Ft. Hardscape)	\$ <u>239.00</u>	\$ <u>2,868.00</u>
M-28	Fairview Road @ I-405 Slope (@ Boise Way Circle) 11,319 Sq. Ft. Slope	\$ <u>226.00</u>	\$ <u>2,712.00</u>
	4,439 Sq. Ft. Planter)	\$ <u>89.00</u>	\$ <u>1,068.00</u>
	(west side of Fairview Road) 0.42 Acres Slope)	\$ <u>150.00</u>	\$ <u>1,800.00</u>
M-29	Golf Course Dr. Parkway & Medians (Mesa Verde Drive to Tanager Avenue) (3,589 Sq. Ft. Planters)	\$ <u>72.00</u>	\$ <u>864.00</u>
	(815 Sq. Ft. Hardscape)	\$ <u>8.00</u>	\$ <u>96.00</u>
M-30	Harbor Boulevard @ Adams Avenue Parkways & Medians (3,576 Sq. Ft. Hardscape)	\$ <u>36.00</u>	\$ <u>432.00</u>
	(8,663 Sq. Ft. Planters)	\$ <u>173.00</u>	\$ <u>2,076.00</u>
M-31	Harbor Boulevard Medians (North) (Wilson Street to Merrimac to Adams to MacArthur) (0.72 Acres Turf)	\$ <u>144.00</u>	\$ <u>1,728.00</u>
	(1.67 Acres Hardscape)	\$ <u>356.00</u>	\$ <u>4,272.00</u>
M-32	Harbor Boulevard Medians (South) (West 19 th Street to Newport Boulevard) (2,480 Sq. Ft. Hardscape)	\$ <u>25.00</u>	\$ <u>300.00</u>
Subtotal M-26 thru M-32		\$ <u>2,119.00</u>	\$ <u>25,428.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-33	Hyland Avenue @ South Coast Drive (2,000 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-34	Loren Lane @ Watson Avenue (2,600 Sq. Ft. Hardscape & Tree Wells north of Baker Street)	\$ <u>40.00</u>	\$ <u>480.00</u>
M-35	Merrimac Way Medians (Harbor Boulevard to Fairview Road) (0.27 Acres Turf)	\$ <u>54.00</u>	\$ <u>648.00</u>
	(7,017 Sq. Ft. Hardscape)	\$ <u>70.00</u>	\$ <u>840.00</u>
M-36	Mesa Verde Drive Parkways & Medians (Adams Avenue to Adams Avenue) (1.77 Acres Turf)	\$ <u>354.00</u>	\$ <u>4,248.00</u>
	(1,478 Sq. Ft. Hardscape)	\$ <u>16.00</u>	\$ <u>192.00</u>
M-37	Mesa Verde Drive East Medians (Harbor Boulevard to Adams Avenue) (1,062 Sq. Ft. Turf)	\$ <u>66.00</u>	\$ <u>792.00</u>
	(930 Sq. Ft. Hardscape)	\$ <u>9.00</u>	\$ <u>108.00</u>
M-38	Newport Boulevard Parkways & Medians (Industrial Way to 19 th Street) (0.51 Acres Turf)	\$ <u>102.00</u>	\$ <u>1,224.00</u>
	(3.12 Acres Planters)	\$ <u>1,200.00</u>	\$ <u>14,400.00</u>
	(10,643 Sq. Ft. Hardscape)	\$ <u>106.00</u>	\$ <u>1,272.00</u>
M-39	Newport Boulevard Easement (19 th St. to Bristol St. - northbound & southbound Freeway side adjacent to and paralleling 55 Freeway)		
	(2.45 Acres Easement & Planters)	\$ <u>918.00</u>	\$ <u>11,016.00</u>
M-40	Red Hill Avenue Median (@ Airport Loop Drive) (7,780 Sq. Ft. Turf)	\$ <u>116.00</u>	\$ <u>1,392.00</u>
	(3,000 Sq. Ft. Hardscape)	\$ <u>30.00</u>	\$ <u>360.00</u>
Subtotal M-33 thru M-40		\$ <u>3,101.00</u>	\$ <u>37,212.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-41	Sakioka Drive Medians (Sunflower Avenue to Anton Boulevard) (0.13 Acres Turf)	\$ <u>26.00</u>	\$ <u>312.00</u>
	(1,980 Sq. Ft. Hardscape)	\$ <u>20.00</u>	\$ <u>240.00</u>
M-42	South Coast Drive Medians (Harbor Boulevard to Bear Street) (0.66 Acres Turf)	\$ <u>132.00</u>	\$ <u>1,584.00</u>
	(1,590 Sq. Ft. Hardscape)	\$ <u>16.00</u>	\$ <u>192.00</u>
M-43	Sunflower Avenue Parkways (@ Smalley Road) (26,824 Sq. Ft. Planters)	\$ <u>537.00</u>	\$ <u>6,444.00</u>
M-44	Sunflower Avenue Medians (Harbor Boulevard to Bear Street & Avenue of the Arts to Main Street) (0.53 Acres Turf)	\$ <u>106.00</u>	\$ <u>1,272.00</u>
	(17,938 Sq. Ft. Hardscape)	\$ <u>180.00</u>	\$ <u>2,160.00</u>
M-45	Susan Street Medians (Sunflower Ave. to Freeway Entrance) (0.17 Acres Turf)	\$ <u>34.00</u>	\$ <u>408.00</u>
	(7,720 Sq. Ft. Hardscape)	\$ <u>78.00</u>	\$ <u>936.00</u>
M-46	Tanager Drive Parkways (7,000 Sq. Ft. Planters)	\$ <u>140.00</u>	\$ <u>1,680.00</u>
M-47	Victoria Street Parkways & Medians (Harbor Boulevard to Canyon Drive) (5.01 Acres Planters)	\$ <u>1,875.00</u>	\$ <u>22,500.00</u>
	(0.38 Acres Turf)	\$ <u>46.00</u>	\$ <u>552.00</u>
	(3,324 Sq. Ft. Hardscape)	\$ <u>33.00</u>	\$ <u>396.00</u>
M-48	Yukon Avenue Parkways (north side of street; East and West of Klondike Drive) (6,015 Sq. Ft. Planters)	\$ <u>120.00</u>	\$ <u>1,440.00</u>
M-49	Pullman Street Slope (1.54 Acres Slope)	\$ <u>577.00</u>	\$ <u>6,924.00</u>
Subtotal M-41 thru M-49		\$ <u>3,920.00</u>	\$ <u>47,040.00</u>

TOTAL DETAILED PRICING SHEET #1
(M-1 thru M-49)

\$ 11,772.00

\$ 141,264.00

****Enter Total Detailed Pricing amount in the Parkways and Medians Section #1 of the Detailed Bid Pricing Page**

Detailed Pricing Sheet #2

FIRE STATION SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-1	Royal Palm Drive Fire Station		
	2803 Royal Palm Drive (6,729 Sq. Ft. Turf)	\$ <u>189.00</u>	\$ <u>2,268.00</u>
	(3,069 Sq. Ft. Planters)	\$ <u>86.00</u>	\$ <u>1,032.00</u>
	Subtotal FS-1	\$ <u>275.00</u>	\$ <u>3,300.00</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-2	Baker Street Fire Station		
	800 Baker Street (1,982 Sq. Ft. Turf)	\$ <u>148.00</u>	\$ <u>1,776.00</u>
	(517 Sq. Ft. Planters)	\$ <u>15.00</u>	\$ <u>180.00</u>
	Subtotal FS-2	\$ <u>163.00</u>	\$ <u>1,956.00</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-3	Park Avenue Fire Station		
	1865 Park Avenue (8,805 Sq. Ft. Turf)	\$ <u>176.00</u>	\$ <u>2,112.00</u>
	(3,016 Sq. Ft. Planters)	\$ <u>85.00</u>	\$ <u>1,020.00</u>
	Subtotal FS-3	\$ <u>261.00</u>	\$ <u>3,132.00</u>
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-4	Placentia Avenue Fire Station		
	2300 Placentia Avenue (13,468 Sq. Ft. Turf)	\$ <u>223.00</u>	\$ <u>2,676.00</u>
	(414 Sq. Ft. Planters)	\$ <u>12.00</u>	\$ <u>144.00</u>
	Subtotal FS-4	\$ <u>235.00</u>	\$ <u>2,820.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-5	Vanguard Way Fire Station		
	2450 Vanguard Way (3,804 Sq. Ft. Turf)	\$ <u>107.00</u>	\$ <u>1,284.00</u>
	(532 Sq. Ft. Planters)	\$ <u>15.00</u>	\$ <u>180.00</u>
	Subtotal FS-5	\$ <u>122.00</u>	\$ <u>1,464.00</u>

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
FS-6	Sakioka Drive Fire Station		
	3350 Sakioka Drive (5,796 Sq. Ft. Turf)	\$ <u>162.00</u>	\$ <u>1,944.00</u>
	(6,502 Sq. Ft. Planters)	\$ <u>182.00</u>	\$ <u>2,184.00</u>
	Subtotal FS-6	\$ <u>344.00</u>	\$ <u>4,128.00</u>

TOTAL DETAILED PRICING SHEET #2 \$ 2,800.00 \$ 33,600.00
 (FS-1 thru FS-6)

***Enter Total Detailed Pricing amount in the Fire Stations Section #2 of the Detailed Bid Pricing Page

Detailed Pricing Sheet #3

MISCELLANEOUS SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
MISC-1	Joann Bike Trail (3.63 Acres Planters) Site Specific Work Specifications	\$ <u>3,000.00</u>	\$ <u>36,000.00</u>
MISC-2	Broadway Streetscape (1.45 Acres Planters) Site Specific Work Specifications	\$ <u>1,300.00</u>	\$ <u>15,600.00</u>
MISC-3	Adams Avenue (Approx. 500' West of Mesa Verde Dr. East to Bridge Deck @ Santa Ana River) Sidewalk/ROW Cleaning-both sides	\$ <u>500.00</u>	\$ <u>6,000.00</u>
MISC-4	Fairview Road (Wilson to Fair Dr. – both sides) (Fair Dr. to Merrimac – west side) (Conway to McCormack-west side) (Conway to Boise – east side) Sidewalk Cleaning-both sides	\$ <u>800.00</u>	\$ <u>9,600.00</u>
MISC-5	Fairview Rd @ Northbound I-405 Fwy Off-Ramp (0.42 Acres unlandscaped slope) Limited Landscape Maintenance	\$ <u>200.00</u>	\$ <u>2,400.00</u>
MISC-6	AT&T Cabinets (56 Locations) Site Specific Work Specifications	\$ <u>2,520.00</u>	\$ <u>30,240.00</u>
MISC-7	Cadillac Bike Trail (0.32 Acres) Limited Landscape Maintenance	\$ <u>130.00</u>	\$ <u>1,560.00</u>
MISC-8	Elden Avenue / Tulip Lane (0.21 Acres) Limited Landscape Maintenance	\$ <u>100.00</u>	\$ <u>1,200.00</u>

MISC-9	Monaco Road (Riviera to Seville) (0.42 Acres) Limited Landscape Maintenance	\$ <u>200.00</u>	\$ <u>2,400.00</u>
MISC-10	Rue De Cannes (Rue De Cannes @ Monte Vista) (0.21 Acres) Limited Landscape Maintenance	\$ <u>100.00</u>	\$ <u>1,200.00</u>
TOTAL DETAILED PRICING SHEET #3 (MISC-1 thru MISC-10)		\$ <u>8,850.00</u>	\$ <u>106,200.00</u>

***Enter Total Detailed Pricing amount in the Miscellaneous Areas Section #3 of the Detailed Bid Pricing Page

Detailed Pricing Sheet #4

PARK & FACILITY SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-1	Brentwood Park 265 Monte Vista Avenue (1.96 Acres Turf)	\$ <u>392.00</u>	\$ <u>4,704.00</u>
	(1,460 Sq. Ft. Planters)	\$ <u>15.00</u>	\$ <u>180.00</u>
P-2	Canyon Park 970 Arbor Street (4.51 Acres Turf)	\$ <u>902.00</u>	\$ <u>10,824.00</u>
P-3	Civic Center 77 Fair Drive (3.13 Acres Turf)	\$ <u>626.00</u>	\$ <u>7,512.00</u>
	(32,304 Sq. Ft. Planters)	\$ <u>350.00</u>	\$ <u>4,200.00</u>
P-4	Civic Center Park 111 Fair Drive (2.60 Acres Turf)	\$ <u>520.00</u>	\$ <u>6,240.00</u>
	(0.55 Acres Planters)	\$ <u>114.00</u>	\$ <u>1,368.00</u>
P-5	Community Garden 523 Hamilton Street (3,100 Sq. Ft. Turf)	\$ <u>87.00</u>	\$ <u>1,044.00</u>
	(1,900 Sq. Ft. Planters)	\$ <u>32.00</u>	\$ <u>384.00</u>
P-6	Corporation Yard 2310 Placentia Avenue (0.24 Acres Turf)	\$ <u>48.00</u>	\$ <u>576.00</u>
	(0.34 Acres Planters)	\$ <u>175.00</u>	\$ <u>2,100.00</u>
P-7	Costa Mesa Senior Center 695 West 19 th Street (0.35 Acres Turf)	\$ <u>70.00</u>	\$ <u>840.00</u>
	(0.45 Acres Planters)	\$ <u>200.00</u>	\$ <u>2,400.00</u>
Subtotal P-1 thru P-7		\$ <u>3,531.00</u>	\$ <u>42,372.00</u>

P-8	Del Mesa Park 3120 Manistee Drive (2.00 Acres Turf)	<u>\$ 700.00</u>	<u>\$ 8,400.00</u>
P-9	Estancia Park 1900 Adams Avenue (5.95 Acres Flat & Sloped Turf)	<u>\$ 1,190.00</u>	<u>\$ 14,280.00</u>
	(1.05 Acres Sloped Planters)	<u>\$ 200.00</u>	<u>\$ 2,400.00</u>
P-10	Fairview Park 2501 Placentia Avenue (11.34 Acres Turf)	<u>\$ 2,268.00</u>	<u>\$ 27,216.00</u>
	(0.47 Acres Planters)	<u>\$ 100.00</u>	<u>\$ 2,200.00</u>
P-11	Gisler Park 1250 Gisler Avenue (3.37 Acres Turf)	<u>\$ 674.00</u>	<u>\$ 8,088.00</u>
P-12	Harper Park 425 East 18 th Street (0.46 Acres Turf)	<u>\$ 90.00</u>	<u>\$ 1,080.00</u>
P-13	Heller Park 257 East 16 th Street (1.94 Acres Turf)	<u>\$ 388.00</u>	<u>\$ 4,656.00</u>
	(0.49 Acres Planters)	<u>\$ 100.00</u>	<u>\$ 2,200.00</u>
P-14	Jordan Park 2141 Tustin Avenue (1.46 Acres Turf)	<u>\$ 292.00</u>	<u>\$ 3,504.00</u>
	(0.21 Acres Planters)	<u>\$ 50.00</u>	<u>\$ 600.00</u>
P-15	Ketchum-Libolt Park 2150 Maple Street (2,800 Sq. Ft. Turf)	<u>\$ 60.00</u>	<u>\$ 720.00</u>
	(2,900 Sq. Ft. Planters)	<u>\$ 30.00</u>	<u>\$ 360.00</u>
P-16	Lindbergh Park 220 23 rd Street (5.15 Acres Turf)	<u>\$ 1,030.00</u>	<u>\$ 12,360.00</u>
Subtotal P-8 thru P-16		<u>\$ 7,172.00</u>	<u>\$ 86,064.00</u>

P-17	Lions Park 570 West 18 th Street (This location includes: Downtown Recreation Center, Dungan Library, Historical Society and Neighborhood Community Center) (5.50 Acres Turf)	\$ <u>1,100.00</u>	\$ <u>13,200.00</u>
	(1.43 Acres Planters)	\$ <u>208.00</u>	\$ <u>2,496.00</u>
P-18	Marina View Park 1035 West 19 th Street (1.42 Acres Turf)	\$ <u>284.00</u>	\$ <u>3,408.00</u>
	(1.53 Acres Slope)	\$ <u>223.00</u>	\$ <u>2,676.00</u>
P-19	Mesa Verde Park 1795 Samar Drive (1.97 Acres Turf)	\$ <u>394.00</u>	\$ <u>4,728.00</u>
P-20	Mesa Verde Library 2969 Mesa Verde Drive East (0.22 Acres Turf)	\$ <u>44.00</u>	\$ <u>528.00</u>
	(1.21 Acres Planters)	\$ <u>176.00</u>	\$ <u>2,112.00</u>
P-21	Moon Park 3377 California Street (1.06 Acres Turf)	\$ <u>212.00</u>	\$ <u>2,544.00</u>
	(2,439 Sq. Ft Planters)	\$ <u>69.00</u>	\$ <u>828.00</u>
P-22	Paularino Park 1040 Paularino Avenue (1.95 Acres Turf)	\$ <u>390.00</u>	\$ <u>4,680.00</u>
	(0.56 Acres Planters)	\$ <u>81.00</u>	\$ <u>972.00</u>
P-23	Pinkley Park 360 Ogle Street (2.43 Acres Turf)	\$ <u>486.00</u>	\$ <u>5,832.00</u>
P-24	Raleigh Park 2150 Maple Street (1,010 Sq. Ft. Turf)	\$ <u>29.00</u>	\$ <u>348.00</u>
	(1,080 Sq. Ft Planters)	\$ <u>29.00</u>	\$ <u>348.00</u>
Subtotal P-17 thru P-24		\$ <u>3,725.00</u>	\$ <u>44,700.00</u>

P-25	Shiffer Park 3143 Bear Street (4.77 Acres Turf)	<u>\$ 954.00</u>	<u>\$ 11,448.00</u>
	(0.45 Acres Planters)	<u>\$ 66.00</u>	<u>\$ 792.00</u>
P-26	Smallwood Park 1646 Corsica Place (2.50 Acres Turf)	<u>\$ 500.00</u>	<u>\$ 6,000.00</u>
	(500 Sq. Ft Planters)	<u>\$ 14.00</u>	<u>\$ 168.00</u>
P-27	Suburbia II Park 3302 Alabama Circle (0.69 Acres Turf)	<u>\$ 138.00</u>	<u>\$ 1,656.00</u>
	(500 Sq. Ft Planters & Ivy Hedge)	<u>\$ 14.00</u>	<u>\$ 168.00</u>
P-28	Tanager Park 1780 Hummingbird Drive (7.51 Acres Turf)	<u>\$ 1,502.00</u>	<u>\$ 18,024.00</u>
	(1.45 Acres Planters)	<u>\$ 209.00</u>	<u>\$ 2,508.00</u>
P-29	TeWinkle Park 970 Arlington Drive (22.39 Acres Turf)	<u>\$ 4,478.00</u>	<u>\$ 53,736.00</u>
	(1.43 Acres Planters)	<u>\$ 209.00</u>	<u>\$ 2,508.00</u>
	(0.55 Acres Slope)	<u>\$ 125.00</u>	<u>\$ 1,500.00</u>
P-30	Vista Park 1200 Victoria Street (6.46 Acres Turf)	<u>\$ 1,292.00</u>	<u>\$ 15,504.00</u>
	(6,000 Sq. Ft. Planters)	<u>\$ 25.00</u>	<u>\$ 300.00</u>
	(0.87 Acres Slope)	<u>\$ 127.00</u>	<u>\$ 1,524.00</u>
P-31	Wakeham Park 3400 Smalley Road (8.24 Acres Turf)	<u>\$ 1,648.00</u>	<u>\$ 19,776.00</u>
	(0.69 Acres Planters)	<u>\$ 101.00</u>	<u>\$ 1,212.00</u>
Subtotal P-25 thru P-31		<u>\$ 11,402.00</u>	<u>\$ 136,824.00</u>

P-32	Westside Sub-Station @ Parking Lot 567 West 18 th Street (2,170 Sq. Ft. Turf)	<u>\$ 60.00</u>	<u>\$ 720.00</u>
	(1,056 Sq. Ft. Planters)	<u>\$ 50.00</u>	<u>\$ 600.00</u>
P-33	Wilson Park 360 West Wilson Street (1.97 Acres Turf)	<u>\$ 394.00</u>	<u>\$ 4,728.00</u>
P-34	Wimbledon Park 3440 Wimbledon Way (2.75 Acres Turf)	<u>\$ 550.00</u>	<u>\$ 6,600.00</u>
	(5,632 Sq. Ft. Planters)	<u>\$ 35.00</u>	<u>\$ 420.00</u>
Subtotal P-32 thru P-34		<u>\$ 1,089.00</u>	<u>\$ 13,068.00</u>
TOTAL DETAILED PRICING SHEET #4 (P-1 thru P-34)		<u>\$ 26,919.00</u>	<u>\$ 323,028.00</u>

***Enter Total Detailed Pricing amount in the Parks and Facilities Section #4 of the Detailed Bid Pricing Page

Detailed Pricing Sheet #5

SPORTS FIELD SERVICE AREAS

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
SP-1	Balearic Center Fields 1975 Balearic Drive (8.00 Acres Turf includes all turfgrass from Adams to Balearic Drive, including Community Center, play area; excluding slope	\$ <u>1,600.00</u>	\$ <u>19,200.00</u>
SP-2	Luke Davis Field @ Lions Park 570 West 18 th Street (3.00 Acres Turf)	\$ <u>600.00</u>	\$ <u>7,200.00</u>
SP-3	Fairview Developmental Center Fields 2501 Harbor Boulevard (5.50 Acres Turf)	\$ <u>1,100.00</u>	\$ <u>13,200.00</u>
SP-4	Jack Hammett Sports Complex 2750 Fairview Road (14.70 Acres Turf)	\$ <u>2,940.00</u>	\$ <u>35,280.00</u>
	(1.04 Acres Planters)	\$ <u>900.00</u>	\$ <u>10,800.00</u>
SP-5	TeWinkle Athletic Complex 970 Arlington Drive (5.80 Acres Turf)	\$ <u>1,160.00</u>	\$ <u>13,290.00</u>
	(8,208 sq. Ft. Planters)	\$ <u>250.00</u>	\$ <u>3,000.00</u>
TOTAL DETAILED PRICING SHEET #5 (SP-1 thru SP-5)		\$ <u>8,550.00</u>	\$ <u>102,600.00</u>

***Enter Total Detailed Pricing amount in the Sports Fields Section #5 of the Detailed Bid Pricing Page

LANDSCAPE MAINTENANCE

EXTRA WORK PRICING

LANDSCAPE MAINTENANCE EXTRA WORK DETAILED PRICING BID FORM

GENERAL LANDSCAPE MAINTENANCE

Turf \$ 0.025 sq. ft. per month

 \$ 275.00 acre per month

Landscape \$ 0.025 sq. ft. per month

 \$ 275.00 acre per month

EXTRA WORK HOURLY RATES

	<u>REGULAR</u>	<u>OVERTIME</u>
<u>Foreman</u>	\$ <u>27.00</u>	\$ <u>40.50</u>
<u>Laborer</u>	\$ <u>22.00</u>	\$ <u>33.00</u>
Specialty Personnel		
<u>Irrigation Technician</u>	\$ <u>45.00</u>	\$ <u>67.50</u>
<u>Irrigation Laborer</u>	\$ <u>27.00</u>	\$ <u>40.50</u>
<u>Pesticide Applicator (1 person)</u>	\$ <u>55.00</u>	\$ <u>82.50</u>
<u>Rodent Control (1 or 2 persons)</u>	\$ <u>55.00</u>	\$ <u>82.50</u>

TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

1. Mowing \$ 0.020 per sq. ft.
 \$ 200.00 per acre
2. Edge \$ 0.015 per 1,000 linear feet
3. Fertilization (placement only) \$ 50.00 acre
4. Hollow Core Aerification (w/removal of cores) \$ 550.00 acre
5. De-thatching (including removal) \$ 550.00 acre
6. Weed Control-Chemical (including material) \$ 75.00 per 1000 sq. ft.

7. Pest Control-Chemical (including material) \$ 75.00 per 1000 sq. ft.

LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECIFICATIONS)

1. Edge & Trim \$ 0.015 per 1000 linear feet
2. Weed Removal & Clean-up \$ 55.00 per 1000 sq. ft.
3. Fertilization (placement only) \$ 50.00 acre
4. Pest Control-Chemical (including material) \$ 55.00 hour
5. Pruning/Shearing Shrubs \$ 25.00 per 1000 sq. ft.
7. Vertical Mulch Trees \$ 5.00 each
8. Vegetation Removal \$ 0.03 sq. ft.
9. Clean Hardscape/Sidewalks \$ 0.015 sq. ft.

SPORTS TURF MAINTENANCE (PER SPECIFICATIONS)

1. Mowing - hybrid bermudagrass \$ 0.025 acre
2. Mowing - other \$ 0.020 acre
2. Edge & Trim \$ 0.010 per linear foot
3. Fertilization (placement only) \$ 50.00 acre
4. Hollow Core Aerification (w/removal of cores) \$ 575.00 acre
5. De-thatching (including removal) \$ 575.00 acre
6. Weed Control (w/chemical & boom) \$ 350.00 acre
7. Pest Control-Chemical (including material) \$ 350.00 acre

PLANT MATERIAL (INSTALLED)


1. Annual Color (4" container) \$ 12.00 each
2. Ground Cover \$ 10.00 flat
3. One (1) Gallon \$ 3.00 each
4. Five (5) Gallon \$ 7.00 each
5. Fifteen (15) Gallon \$ 17.00 each

6. 24" Box Size Tree w/triple staking system \$ 275.00 each
7. Seeded & Top Dressed Turf Repair \$ 0.10 per sq. ft.
8. Sodded Turf (remove, soil preparation & replacement) \$ 1.75 per sq. ft.
9. Hydroseeding to include: binder & fertilizer (seed excluded) \$ 2.25 per sq. ft.


**PEST CONTROL BUSINESS
COUNTY REGISTRATION**

2015

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
PEST MANAGEMENT AND LICENSING BRANCH

	REGISTRATION EXPIRATION DATE: DECEMBER 31, 2015 (YEAR)	
	FOR REGISTRATION IN COUNTY OF: ORANGE	BUSINESS LOCATION <input checked="" type="radio"/> MAIN <input type="radio"/> BRANCH
REGISTRATION FEE RECEIVED \$ 60.00 CIC# 018724 Orange County Agricultural Commissioner 222 E. Bristol Lane Orange, CA 92865-2714	BUSINESS NAME COMPLETE LANDSCAPE CARE, INC.	
	BUSINESS LICENSE NO. LIC# 31405	
ADDRESS 13316 Leffingwell Rd.		
	CITY Whittier	TELEPHONE NUMBER 562-946-4441
	ZIP CODE 90605	
	QUALIFIED APPLICATOR'S SIGNATURE <i>Juan Sanchez</i>	DATE 12-29-14
	Required Material Possession Permit (RMP) No restricted material may be possessed except in accordance with any attached conditions. This is not a permit to apply.	CONDITION(S) ATTACHED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	AGRICULTURAL COMMISSIONER'S SIGNATURE <i>Cardice Stromyoshi</i>	DATE 12/11/15
<p>DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM</p>  <p>QUALIFIED APPLICATOR LICENSE DATE OF ISSUE: 06/05/2014 VALID THROUGH: 12/31/2015 JUAN M SANCHEZ 13316 LEFFINGWELL RD WHITTIER CA 90605</p>		
<p>Registration fees: Pest Control Business - \$60.00* Maintenance Gardener Business - \$25.00*</p> <p>Not applicable if registrant is a...</p> <p>Make checks payable to: ORANGE COUNTY TREASURER</p> <p>Email Address: JSANCHEZ@COMPLETELANDSCAPE.COM</p> <p>I need a User Name & Password to submit use reports online: <input type="checkbox"/></p>		

PHOTOCOPY PEST CONTROL BUSINESS LICENSE HERE

 <p>CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION 1001 I STREET SACRAMENTO, CALIFORNIA 95814</p>	
<p>ISSUED: January 01, 2015 EXPIRES: December 31, 2016</p>	<p>PEST CONTROL BUSINESS MAIN LICENSE LICENSE NO. 31405</p> <p>Invalid if insurance and/or qualified person(s) lapse before expiration date.</p>
<p>Mailing Address</p> <p>COMPLETE LANDSCAPE CARE, INC. 13316 LEFFINGWELL RD WHITTIER, CA 90605</p>	<p>Business Location</p> <p>COMPLETE LANDSCAPE CARE, INC. 13316 LEFFINGWELL RD WHITTIER, CA 90605</p>
<p>POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE</p>	

**EXHIBIT C
CITY COUNCIL POLICY 100-5**

Council Policy – Drug-Free Workplace

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, Contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to Contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT

DRUG-FREE WORKPLACE

**POLICY
NUMBER**

100-5

**EFFECTIVE
DATE**

8/08/89

PAGE

3 OF 3

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

Drug-Free Workplace Acknowledgement

The Contractor acknowledges that he/she has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" included above and hereby agrees to comply with required policy.

REDACTED

Authorized Signature