



MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS

BY: RON SIMPSON, PUBLIC WORKS SUPERVISOR

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO CENTRAL COAST EARTHSCAPES, INC. FOR LANDSCAPE MAINTENANCE FOR PROPERTY LOCATED WITHIN THE PARKSIDE VILLAGE AND GRACE LANE ASSESSMENT DISTRICTS

DATE: NOVEMBER 22, 2016

RECOMMENDATION:

It is recommended the City Council:

1. Award a contract to Central Coast Earthscapes, Inc. for Landscape Maintenance of areas within the Parkside Village and Grace Lane Assessment Districts; and
2. Authorize the Mayor to execute the contract.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The Parkside Village Assessment District has a fund balance of \$410,000. Approximately \$42,000 is collected annually for maintenance of the park, landscaped areas and detention basin. The annual cost of the recommended contract to maintain these areas is \$18,072. Grace Lane Assessment District has a fund balance of \$64,000. Approximately \$10,400 is collected annually for maintenance of the Grace Lane Common area and for trail maintenance. The annual cost for bi-monthly landscape maintenance services at that site is \$3,016.20.

BACKGROUND:

The City of Arroyo Grande provides landscape maintenance for four assessment districts, including Parkside Village (Tract 2310), Grace Lane (Tract 2236), Parkview Estates (Tract 1769) and Oak Park Villas/Foremaster (Tract 1158). Landscape maintenance for two of these assessment districts has been provided by contract landscape maintenance companies. The use of contract maintenance allows for better cost tracking and for more efficient use of City staff time.

In 2007, the City accepted maintenance responsibilities for Parkside Village Assessment District. Funds are collected to maintain the landscaping, park, detention basin, block walls, pathways, fencing and French drain. In 2010, the City accepted maintenance responsibilities for the Grace Lane Assessment District. Funds are collected for fuel management, some road maintenance and maintenance of the trails, slopes and storm drains.

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Parkside Village area is being recommended for weekly contractual maintenance to include the park, landscaped areas at the entrances to the development and the detention basin. Work will include mowing and edging the park, planter and parkway maintenance at the entrances and adjacent to the detention basin. Areas of Grace Lane being recommended for bi-monthly contractual maintenance include the landscaped area at the entrance to lots 16-19 and the decomposed granite pathway along Grace Lane. Gopher and mole control at both sites will also be the responsibility of the contractor.

ANALYSIS OF ISSUES:

On September 12, 2016, staff distributed a notice to bidders to local landscape companies for the maintenance of the aforementioned locations. By the October 11, 2016 deadline, three bids were received. The bid summary is attached (Attachment 1). Parkside Village and Grace Lane Assessment Districts are being recommended for contract maintenance because they provide adequate funding to cover all of the associated maintenance costs. The Grace Lane Assessment maintenance price shown on the bid summary represents a weekly service. It has been shown that this area can be properly maintained with bi-weekly service. The annual cost shown above represents the bi-weekly price.

Parkview estates and the Oak Park Villas are not being recommended for contract maintenance because the amount of annual funds collected in these two assessment districts is insufficient to cover the proposed costs.

Three proposals were received by the posted deadline. The contractor with the lowest proposal was Allweather Landscape Maintenance, Inc. However, their proposal contained some mistakes which they were unable to honor. A copy of the communication from Allweather Landscape Maintenance, Inc. withdrawing their bid is attached. (Attachment 2) Central Coast Earthscapes, Inc. provided the second lowest prices and met all the bid requirements. Central Coast Earthscapes, Inc. is also the current contractor maintaining these two locations.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Award the contract to Central Coast Earthscapes, Inc.;
2. Do not award the contract to Central Coast Earthscapes, Inc.;
3. Modify as appropriate and award the contract;
4. Direct staff to request new bids; or
5. Provide direction to staff.

ADVANTAGES:

Awarding the contract for maintenance of the Parkside Village and Grace Lane Assessment Districts should improve the appearance of those locations, will continue to

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free up more time for in house staff to focus on other areas of the City, and will continue to facilitate the accounting for expenditures of assessment district funds.

DISADVANTAGES:

There are no recognized disadvantages to the proposed action.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted in front at City Hall and on the City's website in accordance with Government Code Section 54954.2

Attachments:

1. Bid Summary
2. Bid Withdrawal- Allweather Landscape Maintenance, Inc.

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, is made and effective as of November 22 2016, between **CENTRAL COAST EARTHSCAPES, INC.** ("Contractor"), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2017 and shall remain and continue in effect until December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the sole option to extend this Agreement for two (2) one (1) year options. If the City elects to exercise an option, it shall give written notice not later than three (3) months prior to the initial termination date, or, if an extension has been exercised, three (3) months prior to the extended termination date. The terms and conditions of this Agreement shall be applicable during said extension option unless the parties mutually agree in writing upon any changes.

2. SERVICES

Contractor shall perform the tasks described and comply with all terms and provisions set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

City's Public Works Supervisor, Ron Simpson, shall represent City in all matters pertaining to the administration of this Agreement. Suzanne Morrison, President, shall represent Contractor in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The City agrees to pay the Contractor in accordance with the payment rates and terms set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the 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.

9. **LAWS TO BE OBSERVED.** Contractor shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

12. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Contractor agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
Jim Hill, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Heather Whitham, City Attorney

EXHIBIT A

Scope of Work

TECHNICAL SPECIFICATIONS FOR Landscape Maintenance Services

SECTION 01 - GENERAL

- 1.1 All other portions of this specification notwithstanding, it is the intent of these specifications to provide a high level of maintenance that will present a first-class, landscape industry standard appearance at all times. The contractor is to maintain all areas as specified in these documents, including but not limited to all public areas, to that standard. The City of Arroyo Grande shall be the sole judge as to the adequacy of the maintenance work and/or appearance of the sites.
- 1.2 It is expected that the City will enter into a one-year contract with the successful contractor with the option of two (2) one-year extensions. All work as designated is to be completed at a seasonal frequency as determined by the City of Arroyo Grande. These schedules will be distributed and discussed twice per year. The Contractor is responsible to submit a written monthly schedule of maintenance specifying the anticipated dates for performing the various maintenance tasks. Any notice of non-performance will be provided to the contractor in writing with a requirement to repair/correct within twenty-four (24) hours. Non response shall be considered as a violation of contract requirements and grounds for dismissal.

SECTION 02 – LITTER CONTROL

- 2.1 Litter is to be picked up as encountered during scheduled visits to each designated area. Particular care must be given to the removal of fecal matter from highly traveled and highly visible areas.
- 2.2 Contractor is responsible for trash removal from garbage cans as specified on the Project Area Map. Cans are to be dumped per the distributed seasonal frequency schedule.
- 2.3 The contractor shall remove all debris from the work site at the end of each work day. Disposal is at the expense of the contractor.

SECTION 03 - WALKWAYS/DECORATIVE PAVERS HARDSCAPE

- 3.1 Walkways and median hardscape and decorative road pavers will be cleaned per the seasonal frequency schedule. All foreign objects, trash and weeds are to be removed from surfaces. Trash, clippings and foreign objects will be removed from the site.
- 3.2 A blow pack may be used to clean walkways and median hardscape between 8:00 a.m. and 4:00 p.m., Monday through Friday only. All litter gathered by a blow pack must be picked up

and removed from the site. Courtesy and consideration of citizens and businesses shall be used whenever a blow pack is used to lessen noise and dust problems.

- 3.3 Washing of walkways and median hardscape is not permitted unless prior authorization is issued by the City of Arroyo Grande.
- 3.4 Walkways and median hardscape shall be kept clear of all shrubs and ground cover. The contractor will prune as necessary to maintain safety.

SECTION 04- IRRIGATION

- 4.1 All irrigation schedules shall comply with City watering restrictions, if any. It is incumbent upon the contractor to determine if restrictions exist and work with the City of Arroyo Grande to determine the best allocation of water.
- 4.2 Irrigation shall be programmed by the contractor as required to maintain proper plant growth in all areas. This includes, but is not limited to, manual watering by hose bibs, quick couplers and/or drip systems, in conjunction with or in the absence of automatic irrigation systems. Water must not only ensure plant health, but limit inconvenience to citizens using the areas. Automatic irrigation must normally take place during night or early morning hours. Any water run-off or overflow onto roadways, sidewalks and hardscape must be kept to an absolute minimum to avoid pedestrian and/or vehicular liability. The contractor will submit for approval a proposed irrigation schedule for all areas on a quarterly basis (January, April, July & October).
- 4.3 The contractor is responsible for the maintenance and/or replacement of all irrigation systems and their component parts. This includes, but is not limited to, valve boxes and lids, gate valves, quick couplers, mainlines and laterals, all fittings and riser assemblies, hose bibs, sprinkler heads and emitters, wiring, backflow devices, remote control valves, irrigation controllers and enclosures. Maintenance and/or replacement of these items will be done on a time and material basis with prior notification and approval of the City of Arroyo Grande. The contract must provide an hourly rate for both an irrigation specialist and an irrigation laborer that will remain in effect for the length of the contract. A contact person and phone number must also be supplied for 24-hour emergency repairs.
- 4.4 Automatic controllers will be programmed for seasonal water requirements. Each automatic system will be checked at least once a week for proper operation. The contractor shall notify the City, as noted above, of any repairs required to sprinkler control clocks. The contractor is responsible for manual irrigation while the sprinkler control clock is being repaired. The City of Arroyo Grande will authorize and/or repair/replace all malfunctioning sprinkler control clocks.
- 4.5 Where automatic sprinkler systems do not exist, the contractor is responsible for watering all plant material as discussed in paragraph 4.1 and 4.2 of these specifications. The contractor shall supply all hoses, nozzles and sprinklers as necessary. Watering shall be performed such that it encourages healthy growth. Any loss of plant material due to contractor neglect of the provisions of this section is the responsibility of the contractor to replace.

SECTION 05 - PEST CONTROL

- 5.1 The contractor is responsible for the control and elimination of weeds, insects, rodents and diseases affecting all vegetation using material and methods that are non-injurious to the plants as well as citizens and pets. A pesticide application program may be used by the contractor for this purpose. The contractor shall possess all appropriate permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Any pesticide used shall be on the State of California Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the San Luis Obispo County Agricultural Commissioner. In addition, all pesticides used must have the approval of the City of Arroyo Grande three (3) days prior to the application. Herbicides to be used are Roundup Pro for post emergent control and Surflan or Pendulum Aqua Cap for pre-emergent control. Any substitution must have prior City approval.
- 5.2 Traps for rodent control will be permitted only with the express written approval of the City of Arroyo Grande for location and type of traps. Traps will not be permitted in any areas where children could be expected to play.

SECTION 06 – TRAIL MAINTENANCE

- 6.1 The trail will be inspected on a weekly basis, to ensure it is in safe condition. Inspections will include checking the condition of trail surface, for erosion and drainage problems in the trail corridor, for required clearances (vegetation encroachment or fallen trees), and for condition and proper function of trail furnishings and amenities including signs, gates, bollards, fencing, benches, etc. Inspections after storm events are recommended to check for erosion, drainage problems and fallen trees or debris blocking the trail surface. The removal of invasive species from much of the trail will assist in the restoration of native habitats, the diversifying of plant species present along the trail, and the improvement of the health, vigor and longevity of existing vegetation.
- 6.2 Inspect surface on a regular basis, particularly after heavy rains. Maintain original trail width by eradicating encroaching grass, weeds or seedling vegetation. Contact the City of Arroyo Grande to determine best means for eliminating encroaching vegetation (chemical, physical removal, etc.). Repair surface erosion as soon as possible after it occurs to minimize damage and maintain the trail in best condition. Coordinate repairs to minimize conflicts with existing trail users.
- 6.3 The grass shoulder adjacent to the trail shall be kept to a maximum height of 4" throughout the growing season. In highly visible or landscaped areas such as trailheads, the lawn should be kept to a maximum height of 2".
- 6.4 Graffiti and damage from vandalism shall be repaired as quickly as possible after it is discovered to demonstrate the community's commitment to maintaining a high quality trail environment. This demonstrates to trail users that the trail is a valued public space and to vandals this type of behavior will not be tolerated.
- 6.5 Erosion of the trail surface, shoulders, base and sub-base courses can create hazardous conditions for trail users and compromise the structural integrity of the trail. Erosion

damage should be reported to authorities and repaired as soon as possible.

- 6.6 Signs are critical to the safe and convenient functioning of the trail and must be kept graffiti free and free of obstructions, such as vegetation.
- 6.7 Site furnishings and signs are typically constructed of wood or metal. They should be inspected weekly to check for graffiti, splintering, chipped paint or general deterioration or damage. They should operate as designed and be reported to the City of Arroyo Grande for repair if damage is identified. (The Contractor is not responsible for cost to repair damaged trail site furnishings, but is responsible to notify the City of Arroyo Grande on the same day that the damage is discovered.)
- 6.8 A weekly schedule of litter and trash pickup shall be developed to keep the trail clean. Trail users should be encouraged through appropriate signage to clean up after themselves and to pick up litter they find as they use the trail. Dog litter shall be removed weekly

SECTION 07 – SIDEWALK PARKWAYS/ MEDIAN STRIP MAINTENANCE

- 7.1 Edging and pruning is to be done per the seasonal frequency schedule. Plant growth shall not encroach onto sidewalk, roadway or other hardscape, along fences and walls. Chemical application is not an acceptable method for ground cover edging.
- 7.2 All ground cover shall be maintained in a weed free condition.
- 7.3 Ground cover fertilizer shall be a complete slow release fertilizer equal to a ratio of 15-15-15 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, needs prior approval.
- 7.4 All ground cover is to be fertilized per the seasonal task frequency schedule. Fertilizer must be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Following application at each site, the fertilizer must be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande must be notified five (5) days prior to fertilizer application. Contractor shall provide written documentation of the quantity of fertilizer applied at each area needing fertilization immediately after application.
- 7.5 Where specified by the City of Arroyo Grande, the contractor will be responsible for the installation and maintenance of annual color. Installation shall include removal of old plant material, soil preparation and planting of new material. Planting is noted on the seasonal task frequency schedule. Plant material is to be in 4" pots plants 8" on center with type to be approved by the City of Arroyo Grande prior to planting. When delivered, annual color must be budding or will be rejected. Typical installation occurs quarterly.
- 7.6 Groundcover that has died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization or watering practices shall be replaced at the sole expense of the contractor.

7.7 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

7.8 All green waste is to be disposed at the sole expense of the contractor

SECTION 08 – IRRIGATED LANDSCAPE BED MAINTENANCE

8.1 All plants and shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. Pruning shall be done according to the natural growth of each individual species of plant to maintain viability by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub may result. Shrubby adjacent to walkways and roadways must be kept pruned, avoiding safety hazards in traveled areas.

8.2 Irrigated landscape beds shall be maintained in a weed free condition. Weed control may be performed by hand or by the use of selected herbicides upon prior approval of the City of Arroyo Grande. Shrub beds shall be raked free of all debris, weeds and leaves and maintained in a neat condition during each work session.

8.3 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

8.4 Shrubs and shrub beds shall be fertilized per the seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be acceptable. Following application at each site, the fertilizer shall be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande shall be notified five (5) days prior to the date of application of fertilizer.

8.5 Shrub fertilizer shall be a complete slow release fertilizer equal to a ratio of 25-5-5 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, need prior approval. Contractor must provide written documentation of quantity of fertilizer applied to each area immediately after application.

8.6 Shrubs that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.

8.7 All fence lines, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

8.8 All green waste to be disposed of at the sole expense of the contractor.

SECTION 09 - TREE BED/ WALK-ON BARK AREA MAINTENANCE

- 9.1 All ground cover shall be maintained in a weed free condition..
- 9.2 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Walk-on bark or approved equal.
- 9.4 The contractor is responsible to notify the City regarding trees that have died in this area.
- 9.51 All green waste to be disposed of at the sole expense of the contractor.

SECTION 10 - TREE MAINTENANCE

- 10.1 All tree pruning activities shall be performed only by trained, experienced personnel. Supervision shall be by a Western Chapter International Society of Arboriculture Certified Arborist complying with WCISA Pruning Standards or ANSI 300 specifications.
- 10.2 All trees shall be pruned to provide pedestrian and vehicular clearance in accordance with Section 7.1. All tree wells are to be kept clear of trash, suckers and weeds. No structural changes are to be made. The need for any additional pruning is to be reported to the City of Arroyo Grande for consideration and prior approval.
- 10.3 The contractor shall assure that all trees are supported sufficiently. This includes, but is not limited to minor repairs consisting of replacing or repairing ties, refastening boards and, braces and removal of nursery stakes. All staking and ties shall be done in a way to avoid tripping hazards. Tree stakes or ties shall be removed promptly once their function has been completed. Guidelines for staking shall be those stated in the University of California Extension Publication No. 2576
- 10.4 Trees that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.
- 10.5 All green waste to be disposed of at the sole expense of the contractor.

SECTION 11 – TURF MAINTENANCE

- 11.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
- 11.2 Turf shall be mowed with a reel type mower equipped with rollers or a rotary type mower. All equipment shall be adjusted to the proper cutting height and shall be adequately sharpened.
- 11.3 Mowing height shall be three inches (3”) for all turf areas. Mowing height may vary for special events and conditions as determined by the City of Arroyo Grande. Any and all litter and trash must be removed before the mowing operation. Walkways shall be cleaned immediately following each mowing operation.

- 11.4 All turf areas will be mowed per the seasonal task frequency schedule. This is generally split into the warm season- April through October, and the cool season- November through March. Mowing will be scheduled Monday through Friday.
- 11.5 All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, ground cover beds, tree basins and open space areas shall be edged to a neat and uniform line; all grass invasion must be eliminated. All turf edges shall be trimmed and limited around sprinklers, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 11.6 Weed-eater type string trimmers may be used for edging. Use of string type trimmers requires caution near trees and plants. The Contractor is responsible for replacement of any damaged trees and plants.

When a power edger with a rigid blade is used, the edging of turf shall be completed as one operation in a manner that avoids damage to concrete sidewalks and borders and results in a well-defined, V-shaped edge that extends into the soil.

Chemical application for edging may be used in and around areas such as planter, areas adjacent to building, trees, fence lines, sprinkler heads, etc. Prior to application of any chemical, all areas shall be trimmed to the property height. Approval is required from the City of Arroyo Grande prior to application of chemicals for edging.

All turf shall be fertilized per seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original un-opened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged will not be accepted. The City of Arroyo Grande is to be notified five (5) days prior to the date of fertilizer application. Turf fertilizer shall be a complete fertilizer, evenly broadcast at the minimum rate of one (1) pound actual available nitrogen per one-thousand (1,000) square feet of turf area, per application. Applications shall be as follows; 16-8-8 applied in May; 22-3-9 (slow release) applied in January. Contractor shall provide written documentation of the quantity of fertilizer applied to each area immediately after application.

Turf areas shall be aerated per the seasonal task frequency schedule.

Turf areas shall be maintained in a weed free condition. The contractor shall apply selective herbicides per the seasonal task frequency schedule to maintain a weed free condition. Additional measure to keep turf weed free shall be performed by hand or through the use of City selected herbicides as necessary.

Turf that has died due to lack of proper maintenance, as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, mowing or turf management shall be replaced at the sole expense of the contractor.

All green waste to be disposed of at the sole expense of the contractor.

SECTION 12 - WEED CONTROL - MICELLANEOUS OPEN SPACE AREAS/DETENTION BASINS

- 12.1 Designated open space, non-irrigated areas and detention basins are to be mowed or weed-whipped seasonally (approximately three to four times per year) as coordinated with City of Arroyo Grande Public Works staff.
- 12.2 All noxious weeds are to be removed and discarded.
- 12.3 All fence lines, light standard bases, tree wells, sidewalks, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

SECTION 13 - INSPECTIONS

- 13.1 Inspection by the City of Arroyo Grande's designated representative of the areas covered by the contract documents and these specifications shall be made bi-monthly or as determined necessary by the City.
- 13.2 If the City's inspector identifies deficiencies and/or items that need repair, written notification will be given to the contractor. Upon notification, the contractor will make corrections/repairs within twenty four (24) hours. If repairs and or deficiencies are not corrected within twenty-four (24) hours from the date of written notification, the City may make repairs or corrections and deduct the cost from amounts otherwise due to Contractor. Contractor's failure to respond to a notice to repair or correct within twenty four hours may be grounds for City to issue a Notice of Default.

SECTION 14 – WORKER SAFETY & TRAFFIC CONTROL

- 14.1 All workers performing work in center medians will be required to wear reflectorized clothing or vests. The contractor will also be required to submit a traffic control plan to the City of Arroyo Grande in advance when closing lanes for work in center medians. All traffic control measures are to comply with the most recent American Public Works Association Work Area Traffic Control Handbook.

SECTION 15 - EXTRA WORK

- 15.1 All work performed that is not contained in these Technical Specifications will be done on a time and material basis with prior request and approval of the City of Arroyo Grande. Time and material rates will be bid and determined prior to authorization of Extra Work. In some cases, while the unit rate has been established, an estimate will still be necessary to determine the scope. The City of Arroyo Grande will make the final determination when work is considered outside the scope of these specifications.

SECTION 16 - PAYMENT

- 16.1 The contractor will bill the City of Arroyo Grande on a unit price basis, determined by the seasonal task frequency schedule, awarded units and confirmed work. The contractor may not charge more than the awarded unit without prior approval from the City of Arroyo Grande. Invoices submitted to the City of Arroyo Grande will be on a monthly basis. Confirmation of billing quantities by the City of Arroyo Grande is required prior to submission for payment.

- 16.2 Compensation provided to the contractor for each unit of work represents all labor, materials, tools, equipment and incidentals necessary to complete and perform all work as set forth in these specifications.
- 16.3 The City of Arroyo Grande reserves the right to adjust task frequency and/or delete any or all portions of work at any time as deemed necessary or advisable.

EXHIBIT B

PAYMENT SCHEDULE

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #1: PARKSIDE ASSESSMENT DISTRICT

Location: Parkside Assessment District Boundary

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

BUSINESS NAME: Central Coast Earthscapes

DATE: 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine monthly cost.

Section/Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 1 Cans ea.	\$7.00	X 4.3	\$30.10
03- Walkways/ Hardscapes/ Weed and Litter	13390 sf.	\$45.00	X 4.3	\$193.50
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	___ lf.	\$ _____	X 2	\$ _____ NA _____
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	1272 sf.	\$17.81	X 4.3	\$76.58
07- Sidewalk Parkways/ Median Strips- Prune	1272 sf.	\$43.25	X 1	\$43.25
07- Sidewalk Parkways/ Median Strips Fertilize	1272 sf.	\$43.25	2 X Yearly (.167)	\$7.22
07- Sidewalk Parkways/ Median Strips Mulch Application	1272 sf.	\$470.64	1X Yearly (.083)	\$39.06
08- Irrigated Landscape areas/ Edge & Weed Control	5888 sf.	\$80.00	X 4.3	\$344.00
08- Irrigated Landscape areas/ Prune	5888 sf.	\$200.00	X 1	\$200.00
08- Irrigated Landscape areas/ Fertilize	5888 sf.	\$200.00	2 X Yearly (.167)	\$33.40
08- Irrigated Landscape beds/ Mulch Application	4304 sf.	\$1592.00	1 X Yearly (.083)	\$132.14
09- Tree Bed/ Walk-on Bark area- Mulch Application	2000 sf.	\$740.00	1 X Yearly (.083)	\$61.42
09- Tree Bed/ Walk-on Bark area- Weed Control	2000 sf.	\$34.00	X 1	\$34.00
10- Trees Maintenance	13 ea.	\$130.00	2 X Yearly (.167)	\$21.71
11- Turf Maintenance/ Mowing & edge	2949 sf.	\$40.00	X 4.3	\$172.00
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	2949 sf.	\$225.00	2 X Yearly (.167)	\$37.57
12- Weed Control/Non-irrigated Open Space Areas	0.5 acre	\$320.00	3 X Yearly (.25)	\$80.00

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$1505.95
(Carry amount over to the Summary Bid Form A)

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #2: GRACE LANE ASSESSMENT DISTRICT

Location: Grace Lane Assessment District Boundary

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

BUSINESS NAME: Central Cost Earthscapes

DATE: 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ Cans ea.	\$ _____	X 4.3	\$ <u>NA</u>
03- Walkways/ Hardscapes/ Weed and Litter	22970 sf.	\$31.24	X 2	\$62.48
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	_____ lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	_____ sf.	\$ _____	X 4.3	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Prune	_____ sf.	\$ _____	X 1	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Fertilize	_____ sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	_____ sf.	\$ _____	1X Yearly (.083)	\$ <u>NA</u>
08- Irrigated Landscape areas/ Edge & Weed Control	1800 sf.	\$ 25.20	X 2	\$50.40
08- Irrigated Landscape areas/ Prune	1800 sf.	\$61.20	X 1	\$61.20
08- Irrigated Landscape areas/ Fertilize	1800 sf.	\$61.20	2 X Yearly (.167)	\$10.22
08- Irrigated Landscape beds/ Mulch Application	1800 sf.	\$667.00	1 X Yearly (.083)	\$55.36
09- Tree Bed/ Walk-on Bark area- Mulch Application	_____ sf.	\$ _____	1 X Yearly (.083)	\$ <u>NA</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	_____ sf.	\$ _____	X 1	\$ <u>NA</u>
10- Trees Maintenance	7 ea.	\$70.00	2 X Yearly (.167)	\$11.69
11- Turf Maintenance/ Mowing & edge	_____ sf.	\$ _____	X 4.3	\$ _____
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	_____ sf.	\$ _____	2 X Yearly (.167)	\$ _____
12- Weed Control/Non-irrigated Open Space Areas	_____ acre	\$ _____	3 X Yearly (.25)	\$ _____

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 251.35
(Carry amount over to the Summary Bid Form A)

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Contractor, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and subContractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

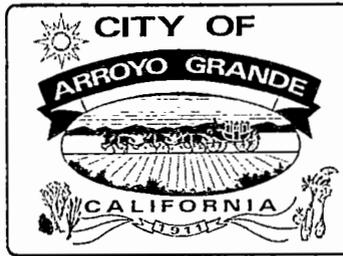
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL



CITY OF ARROYO GRANDE
DEPARTMENT OF PUBLIC WORKS
1375 Ash Street, Arroyo Grande CA 93420
Telephone: (805) 473-5460 * Fax: (805) 473-5462

NOTICE TO BIDDERS
REQUEST FOR PROPOSAL

DATE: SEPTEMBER 12, 2016

SUBJECT: **Assessment District Landscape Maintenance Services**

The City of Arroyo Grande is requesting proposals from established landscape maintenance companies for the routine maintenance of the landscaping and portions of the exterior grounds of (4) maintenance assessment districts. Maintenance responsibilities will include but not limited to: irrigated landscaped areas, landscaped medians, hard-scapes and street trees. The areas are to be maintained according to the attached landscaping technical specifications. The successful Contractor will be responsible for providing all necessary equipment, manpower and supplies to perform the landscape maintenance work as required in the Technical Specifications. It will be expected that the successful Contractor maintain high standards for quality of work on this project. A City of Arroyo Grande Public Works employee will be assigned to monitor the successful Contractor in order to ensure strict compliance with the technical specifications.

BID INFORMATION AND REQUIREMENTS

- **ALL BIDS MUST BE SUBMITTED ON THE FOUR ATTACHED QUOTATION FORMS IN A SEALED ENVELOPE MARKED: ASSESSMENT DISTRICT LANDSCAPE MAINTENANCE SERVICES. FAXED QUOTES WILL NOT BE ACCEPTED.**
- **BIDS MUST BE RECEIVED ON OR BEFORE THE BID DUE DATE AND TIME AT City of Arroyo Grande Public Works Office, 1375 Ash Street, Arroyo Grande, CA 93420**
- **CONTRACTOR MUST POSSESS THE APPROPRIATE LICENSES, AN ARROYO GRANDE BUSINESS LICENSE AND PROVIDE PROOF OF INSURANCE AT THE TIME OF AWARD OF CONTRACT.**
- **A NON-MANDATORY PRE-BID JOB WALK IS SCHEDULED FOR WEDNESDAY SEPTEMBER 28, 2016 AT 2:00 P.M. MEET AT THE ARROYO GRANDE CORPORATION YARD, AT 1375 ASH STREET.**
- **THIS PROJECT IS TO BE BID AT PREVAILING WAGE RATES.**

CITY OF ARROYO GRANDE

DUE DATE: **OCTOBER 11, 2016** **3:00 p.m.** FAXED QUOTES NOT ACCEPTED.

PROJECT: **Assessment District Landscape Maintenance Services**

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required as specifically set forth in documents entitled: **Assessment District Landscape Maintenance Services**

It is also understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, including the Quotation Form, Technical Specifications, Maps and Sample Agreement.
2. The undersigned has, by examination of the various work sites, satisfied itself as to the nature and location of the Work and has fully informed itself as to all conditions and matters which can, in any way, affect the Work or the cost thereof.
3. The undersigned fully understands the Technical Specifications and has checked carefully all words and figures inserted in its Quotation and further understands that the City will in no way be responsible for any errors or omissions in the preparation of the Quotation.
4. The undersigned hereby certifies that this Quotation is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.
5. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract."

6. The undersigned will execute the Agreement without modification and furnish proof of the specified insurance coverage at the time of Award of Contract.
7. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors. The undersigned hereby certifies that they possess, at the time of bid, a State of California License. The undersigned further agrees that they will maintain current throughout the term of this contract this Class C-27 License.
8. The undersigned are hereby notified that, pursuant to Section 1770, et. seq. of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed for each craft or type of worker or mechanic needed to execute the Contract which will be awarded to the successful Bidder. An up-to-date rate schedule can be obtained by contacting the Department of Industrial Relations, Division of Labor Statistics and Research, 455 Golden Gate Avenue, 5th Floor, Room 5184, San Francisco, CA 94102.
9. The undersigned understands that City of Arroyo Grande is required to verify the successful contractors City Business License before awarding the project. Failure of Contractor to be properly licensed upon submission of a quotation may cause the quote to be rejected.
10. The undersigned shall be responsible to call the City of Arroyo Grande Public Works Office at 805-473-5485, 72 hours prior to the bid opening date to confirm the receipt of any Addendum related to this Request for Quotations.
11. Mark the sealed envelope:
 "Assessment District Landscape Maintenance Services"
 *- Include all four (4) bid forms

**Return to: City of Arroyo Grande, Public Works Office,
1375 Ash Street, Arroyo Grande, CA 93420**

For questions regarding the technical specifications, please call Ron Simpson, Public Works Supervisor at (805) 473-5488

BY: _____
 Kelly Wetmore, City Clerk

DATE: _____

QUOTATION SUMMARY FORM A- TOTAL BID AMOUNT AND BIDDER INFORMATION

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

Assessment District Landscape Maintenance Services

BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION

Business Name: _____

Mailing Address: _____

Phone Number: _____

Arroyo Grande Business License Number: _____

Contractor's License Number: _____

County AG spray License Number: _____

Landscape Maintenance Areas

Total Monthly Bid Amount

Total monthly amount from Bid Form #1- Parkside Park	\$
Total monthly amount from Bid Form #2- Grace Lane	\$
Total monthly amount from Bid Form #3- Park View	\$
Total monthly amount from Bid Form #4- Foremaster	
TOTAL MONLTY BID AMOUNT* (For Low Bid Determination)	\$

HOURLY LANDSCAPE INSTALLATION RATE FOR ADDITIONAL WORK: \$ _____ / HR.
(This hourly rate applies to extra work only and is not be considered in total bid amount)

Signature of Bidder: _____ Date: _____

Print Name: _____ Position: _____

BIDS DUE: OCTOBER 11, 2016 3:00 p.m. FAXED QUOTES NOT ACCEPTED

EXHIBIT A
Scope of Work
TECHNICAL SPECIFICATIONS
FOR
Landscape Maintenance Services

SECTION 01 - GENERAL

- 1.1 All other portions of this specification notwithstanding, it is the intent of these specifications to provide a high level of maintenance that will present a first-class, landscape industry standard appearance at all times. The contractor is to maintain all areas as specified in these documents, including but not limited to all public areas, to that standard. The City of Arroyo Grande shall be the sole judge as to the adequacy of the maintenance work and/or appearance of the sites.
- 1.2 It is expected that the City will enter into a one-year contract with the successful contractor with the option of two (2) one-year extensions. All work as designated is to be completed at a seasonal frequency as determined by the City of Arroyo Grande. These schedules will be distributed and discussed twice per year. The Contractor is responsible to submit a written monthly schedule of maintenance specifying the anticipated dates for performing the various maintenance tasks. Any notice of non-performance will be provided to the contractor in writing with a requirement to repair/correct within twenty-four (24) hours. Non response shall be considered as a violation of contract requirements and grounds for dismissal.

SECTION 02 – LITTER CONTROL

- 2.1 Litter is to be picked up as encountered during scheduled visits to each designated area. Particular care must be given to the removal of fecal matter from highly traveled and highly visible areas.
- 2.2 Contractor is responsible for trash removal from garbage cans as specified on the Project Area Map. Cans are to be dumped per the distributed seasonal frequency schedule.
- 2.3 The contractor shall remove all debris from the work site at the end of each work day. Disposal is at the expense of the contractor.

SECTION 03 - WALKWAYS/DECORATIVE PAVERS HARDSCAPE

- 3.1 Walkways and median hardscape and decorative road pavers will be cleaned per the seasonal frequency schedule. All foreign objects, trash and weeds are to be removed from surfaces. Trash, clippings and foreign objects will be removed from the site.
- 3.2 A blow pack may be used to clean walkways and median hardscape between 8:00 a.m. and 4:00 p.m., Monday through Friday only. All litter gathered by a blow pack must be picked up

and removed from the site. Courtesy and consideration of citizens and businesses shall be used whenever a blow pack is used to lessen noise and dust problems.

- 3.3 Washing of walkways and median hardscape is not permitted unless prior authorization is issued by the City of Arroyo Grande.
- 3.4 Walkways and median hardscape shall be kept clear of all shrubs and ground cover. The contractor will prune as necessary to maintain safety.

SECTION 04- IRRIGATION

- 4.1 All irrigation schedules shall comply with City watering restrictions, if any. It is incumbent upon the contractor to determine if restrictions exist and work with the City of Arroyo Grande to determine the best allocation of water.
- 4.2 Irrigation shall be programmed by the contractor as required to maintain proper plant growth in all areas. This includes, but is not limited to, manual watering by hose bibs, quick couplers and/or drip systems, in conjunction with or in the absence of automatic irrigation systems. Water must not only ensure plant health, but limit inconvenience to citizens using the areas. Automatic irrigation must normally take place during night or early morning hours. Any water run-off or overflow onto roadways, sidewalks and hardscape must be kept to an absolute minimum to avoid pedestrian and/or vehicular liability. The contractor will submit for approval a proposed irrigation schedule for all areas on a quarterly basis (January, April, July & October).
- 4.3 The contractor is responsible for the maintenance and/or replacement of all irrigation systems and their component parts. This includes, but is not limited to, valve boxes and lids, gate valves, quick couplers, mainlines and laterals, all fittings and riser assemblies, hose bibs, sprinkler heads and emitters, wiring, backflow devices, remote control valves, irrigation controllers and enclosures. Maintenance and/or replacement of these items will be done on a time and material basis with prior notification and approval of the City of Arroyo Grande. The contract must provide an hourly rate for both an irrigation specialist and an irrigation laborer that will remain in effect for the length of the contract. A contact person and phone number must also be supplied for 24-hour emergency repairs.
- 4.4 Automatic controllers will be programmed for seasonal water requirements. Each automatic system will be checked at least once a week for proper operation. The contractor shall notify the City, as noted above, of any repairs required to sprinkler control clocks. The contractor is responsible for manual irrigation while the sprinkler control clock is being repaired. The City of Arroyo Grande will authorize and/or repair/replace all malfunctioning sprinkler control clocks.
- 4.5 Where automatic sprinkler systems do not exist, the contractor is responsible for watering all plant material as discussed in paragraph 4.1 and 4.2 of these specifications. The contractor shall supply all hoses, nozzles and sprinklers as necessary. Watering shall be performed such that it encourages healthy growth. Any loss of plant material due to contractor neglect of the provisions of this section is the responsibility of the contractor to replace.

SECTION 05 - PEST CONTROL

- 5.1 The contractor is responsible for the control and elimination of weeds, insects, rodents and diseases affecting all vegetation using material and methods that are non-injurious to the plants as well as citizens and pets. A pesticide application program may be used by the contractor for this purpose. The contractor shall possess all appropriate permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Any pesticide used shall be on the State of California Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the San Luis Obispo County Agricultural Commissioner. In addition, all pesticides used must have the approval of the City of Arroyo Grande three (3) days prior to the application. Herbicides to be used are Roundup Pro for post emergent control and Surflan or Pendulum Aqua Cap for pre-emergent control. Any substitution must have prior City approval.
- 5.2 Traps for rodent control will be permitted only with the express written approval of the City of Arroyo Grande for location and type of traps. Traps will not be permitted in any areas where children could be expected to play.

SECTION 06 – TRAIL MAINTENANCE

- 6.1 The trail will be inspected on a weekly basis, to ensure it is in safe condition. Inspections will include checking the condition of trail surface, for erosion and drainage problems in the trail corridor, for required clearances (vegetation encroachment or fallen trees), and for condition and proper function of trail furnishings and amenities including signs, gates, bollards, fencing, benches, etc. Inspections after storm events are recommended to check for erosion, drainage problems and fallen trees or debris blocking the trail surface. The removal of invasive species from much of the trail will assist in the restoration of native habitats, the diversifying of plant species present along the trail, and the improvement of the health, vigor and longevity of existing vegetation.
- 6.2 Inspect surface on a regular basis, particularly after heavy rains. Maintain original trail width by eradicating encroaching grass, weeds or seedling vegetation. Contact the City of Arroyo Grande to determine best means for eliminating encroaching vegetation (chemical, physical removal, etc.). Repair surface erosion as soon as possible after it occurs to minimize damage and maintain the trail in best condition. Coordinate repairs to minimize conflicts with existing trail users.
- 6.3 The grass shoulder adjacent to the trail shall be kept to a maximum height of 4" throughout the growing season. In highly visible or landscaped areas such as trailheads, the lawn should be kept to a maximum height of 2".
- 6.4 Graffiti and damage from vandalism shall be repaired as quickly as possible after it is discovered to demonstrate the community's commitment to maintaining a high quality trail environment. This demonstrates to trail users that the trail is a valued public space and to vandals this type of behavior will not be tolerated.
- 6.5 Erosion of the trail surface, shoulders, base and sub-base courses can create hazardous conditions for trail users and compromise the structural integrity of the trail. Erosion

damage should be reported to authorities and repaired as soon as possible.

- 6.6 Signs are critical to the safe and convenient functioning of the trail and must be kept graffiti free and free of obstructions, such as vegetation.
- 6.7 Site furnishings and signs are typically constructed of wood or metal. They should be inspected weekly to check for graffiti, splintering, chipped paint or general deterioration or damage. They should operate as designed and be reported to the City of Arroyo Grande for repair if damage is identified. (The Contractor is not responsible for cost to repair damaged trail site furnishings, but is responsible to notify the City of Arroyo Grande on the same day that the damage is discovered.)
- 6.8 A weekly schedule of litter and trash pickup shall be developed to keep the trail clean. Trail users should be encouraged through appropriate signage to clean up after themselves and to pick up litter they find as they use the trail. Dog litter shall be removed weekly

SECTION 07 – SIDEWALK PARKWAYS/ MEDIAN STRIP MAINTENANCE

- 7.1 Edging and pruning is to be done per the seasonal frequency schedule. Plant growth shall not encroach onto sidewalk, roadway or other hardscape, along fences and walls. Chemical application is not an acceptable method for ground cover edging.
- 7.2 All ground cover shall be maintained in a weed free condition.
- 7.3 Ground cover fertilizer shall be a complete slow release fertilizer equal to a ratio of 15-15,15 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, needs prior approval.
- 7.4 All ground cover is to be fertilized per the seasonal task frequency schedule. Fertilizer must be delivered to the site in the original unopened container, bearing the manufacture's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Following application at each site, the fertilizer must be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande must be notified five (5) days prior to fertilizer application. Contractor shall provide written documentation of the quantity of fertilizer applied at each area needing fertilization immediately after application.
- 7.5 Where specified by the City of Arroyo Grande, the contractor will be responsible for the installation and maintenance of annual color. Installation shall include removal of old plant material, soil preparation and planting of new material. Planting is noted on the seasonal task frequency schedule. Plant material is to be in 4" pots plants 8" on center with type to be approved by the City of Arroyo Grande prior to planting. When delivered, annual color must be budding or will be rejected. Typical installation occurs quarterly.
- 7.6 Groundcover that has died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization or watering practices shall be replaced at the sole expense of the contractor.

7.7 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

7.8 All green waste is to be disposed at the sole expense of the contractor

SECTION 08 – IRRIGATED LANDSCAPE BED MAINTENANCE

8.1 All plants and shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. Pruning shall be done according to the natural growth of each individual species of plant to maintain viability by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub may result. Shrubby adjacent to walkways and roadways must be kept pruned, avoiding safety hazards in traveled areas.

8.2 Irrigated landscape beds shall be maintained in a weed free condition. Weed control may be performed by hand or by the use of selected herbicides upon prior approval of the City of Arroyo Grande. Shrub beds shall be raked free of all debris, weeds and leaves and maintained in a neat condition during each work session.

8.3 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Gorilla Hair or approved equal.

8.4 Shrubs and shrub beds shall be fertilized per the seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be acceptable. Following application at each site, the fertilizer shall be thoroughly watered into the soil within twenty-four (24) hours. The City of Arroyo Grande shall be notified five (5) days prior to the date of application of fertilizer.

8.5 Shrub fertilizer shall be a complete slow release fertilizer equal to a ratio of 25-5-5 evenly broadcast at the minimum rate of five (5) pounds per one thousand (1,000) square feet of ground cover area, per application. Changes in the type and rate of fertilizers used, need prior approval. Contractor must provide written documentation of quantity of fertilizer applied to each area immediately after application.

8.6 Shrubs that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.

8.7 All fence lines, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

8.8 All green waste to be disposed of at the sole expense of the contractor.

SECTION 09 - TREE BED/ WALK-ON BARK AREA MAINTENANCE

- 9.1 All ground cover shall be maintained in a weed free condition..
- 9.2 Bark mulch will be maintained in shrub beds as per the task frequency schedule. Mulch is to be refreshed seasonally and/or as needed. Contractor to submit product for approval prior to installation. Walk-on bark or approved equal.
- 9.4 The contractor is responsible to notify the City regarding trees that have died in this area.
- 9.51 All green waste to be disposed of at the sole expense of the contractor.

SECTION 10 - TREE MAINTENANCE

- 10.1 All tree pruning activities shall be performed only by trained, experienced personnel. Supervision shall be by a Western Chapter International Society of Arboriculture Certified Arborist complying with WCISA Pruning Standards or ANSI 300 specifications.
- 10.2 All trees shall be pruned to provide pedestrian and vehicular clearance in accordance with Section 7.1. All tree wells are to be kept clear of trash, suckers and weeds. No structural changes are to be made. The need for any additional pruning is to be reported to the City of Arroyo Grande for consideration and prior approval.
- 10.3 The contractor shall assure that all trees are supported sufficiently. This includes, but is not limited to minor repairs consisting of replacing or repairing ties, refastening boards and, braces and removal of nursery stakes. All staking and ties shall be done in a way to avoid tripping hazards. Tree stakes or ties shall be removed promptly once their function has been completed. Guidelines for staking shall be those stated in the University of California Extension Publication No. 2576
- 10.4 Trees that have died due to lack of proper maintenance as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, pest management or pruning shall be replaced at the sole expense of the contractor.
- 10.5 All green waste to be disposed of at the sole expense of the contractor.

SECTION 11 – TURF MAINTENANCE

- 11.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
- 11.2 Turf shall be mowed with a reel type mower equipped with rollers or a rotary type mower. All equipment shall be adjusted to the proper cutting height and shall be adequately sharpened.
- 11.3 Mowing height shall be three inches (3") for all turf areas. Mowing height may vary for special events and conditions as determined by the City of Arroyo Grande. Any and all litter and trash must be removed before the mowing operation. Walkways shall be cleaned immediately following each mowing operation.

- 11.4 All turf areas will be mowed per the seasonal task frequency schedule. This is generally split into the warm season- April through October, and the cool season- November through March. Mowing will be scheduled Monday through Friday.
- 11.5 All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, ground cover beds, tree basins and open space areas shall be edged to a neat and uniform line; all grass invasion must be eliminated. All turf edges shall be trimmed and limited around sprinklers, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 11.6 Weed-eater type string trimmers may be used for edging. Use of string type trimmers requires caution near trees and plants. The Contractor is responsible for replacement of any damaged trees and plants.

When a power edger with a rigid blade is used, the edging of turf shall be completed as one operation in a manner that avoids damage to concrete sidewalks and borders and results in a well-defined, V-shaped edge that extends into the soil.

Chemical application for edging may be used in and around areas such as planter, areas adjacent to building, trees, fence lines, sprinkler heads, etc. Prior to application of any chemical, all areas shall be trimmed to the property height. Approval is required from the City of Arroyo Grande prior to application of chemicals for edging.

All turf shall be fertilized per seasonal task frequency schedule. Fertilizer shall be delivered to the site in the original un-opened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged will not be accepted. The City of Arroyo Grande is to be notified five (5) days prior to the date of fertilizer application. Turf fertilizer shall be a complete fertilizer, evenly broadcast at the minimum rate of one (1) pound actual available nitrogen per one-thousand (1,000) square feet of turf area, per application. Applications shall be as follows; 16-8-8 applied in May; 22-3-9 (slow release) applied in January. Contractor shall provide written documentation of the quantity of fertilizer applied to each area immediately after application.

Turf areas shall be aerated per the seasonal task frequency schedule.

Turf areas shall be maintained in a weed free condition. The contractor shall apply selective herbicides per the seasonal task frequency schedule to maintain a weed free condition. Additional measure to keep turf weed free shall be performed by hand or through the use of City selected herbicides as necessary.

Turf that has died due to lack of proper maintenance, as determined by the City of Arroyo Grande, including but not limited to inadequate fertilization, watering practices, mowing or turf management shall be replaced at the sole expense of the contractor.

All green waste to be disposed of at the sole expense of the contractor.

SECTION 12 - WEED CONTROL - MICELLANEOUS OPEN SPACE AREAS/DETENTION BASINS

- 12.1 Designated open space, non-irrigated areas and detention basins are to be mowed or weed-whipped seasonally (approximately three to four times per year) as coordinated with City of Arroyo Grande Public Works staff.
- 12.2 All noxious weeds are to be removed and discarded.
- 12.3 All fence lines, light standard bases, tree wells, sidewalks, curbs, gutters, asphalt berms, parking lots, signs and other structures shall be free of all weeds. Herbicides may be used for weed control upon approval of the City of Arroyo Grande prior to application of chemicals.

SECTION 13 - INSPECTIONS

- 13.1 Inspection by the City of Arroyo Grande's designated representative of the areas covered by the contract documents and these specifications shall be made bi-monthly or as determined necessary by the City.
- 13.2 If the City's inspector identifies deficiencies and/or items that need repair, written notification will be given to the contractor. Upon notification, the contractor will make corrections/repairs within twenty four (24) hours. If repairs and or deficiencies are not corrected within twenty-four (24) hours from the date of written notification, the City may make repairs or corrections and deduct the cost from amounts otherwise due to Contractor. Contractor's failure to respond to a notice to repair or correct within twenty four hours may be grounds for City is issue a Notice of Default.

SECTION 14 – WORKER SAFETY & TRAFFIC CONTROL

- 14.1 All workers performing work in center medians will be required to wear reflectorized clothing or vests. The contractor will also be required to submit a traffic control plan to the City of Arroyo Grande in advance when closing lanes for work in center medians. All traffic control measures are to comply with the most recent American Public Works Association Work Area Traffic Control Handbook.

SECTION 15 - EXTRA WORK

- 15.1 All work performed that is not contained in these Technical Specifications will be done on a time and material basis with prior request and approval of the City of Arroyo Grande. Time and material rates will be bid and determined prior to authorization of Extra Work. In some cases, while the unit rate has been established, an estimate will still be necessary to determine the scope. The City of Arroyo Grande will make the final determination when work is considered outside the scope of these specifications.

SECTION 16 - PAYMENT

- 16.1 The contractor will bill the City of Arroyo Grande on a unit price basis, determined by the seasonal task frequency schedule, awarded units and confirmed work. The contractor may not charge more than the awarded unit without prior approval from the City of Arroyo Grande. Invoices submitted to the City of Arroyo Grande will be on a monthly basis. Confirmation of billing quantities by the City of Arroyo Grande is required prior to submission for payment.

- 16.2 Compensation provided to the contractor for each unit of work represents all labor, materials, tools, equipment and incidentals necessary to complete and perform all work as set forth in these specifications.
- 16.3 The City of Arroyo Grande reserves the right to adjust task frequency and/or delete any or all portions of work at any time as deemed necessary or advisable.

EXHIBIT E

CONTRACTOR'S PROPOSAL

QUOTATION SUMMARY FORM A- TOTAL BID AMOUNT AND BIDDER INFORMATION

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

Assessment District Landscape Maintenance Services

BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION

Business Name: CENTRAL COAST EARTHSCAPES, INC.

Mailing Address: PO Box 5405

SAN LUIS OBISPO CA 93403

Phone Number: 805-545-9600

Arroyo Grande Business License Number: BL13-56909

Contractor's License Number: 598255 (C-27)

County AG spray License Number: QAC #87582

Landscape Maintenance Areas	Total Monthly Bid Amount
Total monthly amount from Bid Form #1- Parkside Park	\$ 1506.00
Total monthly amount from Bid Form #2- Grace Lane	\$ 381.00
Total monthly amount from Bid Form #3- Park View	\$ 1873.00
Total monthly amount from Bid Form #4- Foremaster	1752.00
TOTAL MONLTY BID AMOUNT* (For Low Bid Determination)	\$ 5512.00

HOURLY LANDSCAPE INSTALLATION RATE FOR ADDITIONAL WORK: \$ 40.00 / HR.
(This hourly rate applies to extra work only and is not be considered in total bid amount)

Signature of Bidder: _____ Date: 10/10/2016

Print Name: SUZANNE MORRISON Position: President

BIDS DUE: OCTOBER 11, 2016 3:00 p.m. FAXED QUOTES NOT ACCEPTED

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #1: PARKSIDE ASSESSMENT DISTRICT

Location: Bakeman Ln

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

BUSINESS NAME: CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 1 Cans ea.	\$ <u>7.00</u>	X 4.3	\$ <u>30.10</u>
03- Walkways/ Hardscapes/ Weed and Litter	13390 sf.	\$ <u>45.00</u>	X 4.3	\$ <u>193.50</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	na lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	1272 sf.	\$ <u>17.81</u>	X 4.3	\$ <u>76.58</u>
07- Sidewalk Parkways/ Median Strips- Prune	1272 sf.	\$ <u>43.25</u>	X 1	\$ <u>43.25</u>
07- Sidewalk Parkways/ Median Strips Fertilize	1272 sf.	\$ <u>43.25</u>	2 X Yearly (.167)	\$ <u>7.22</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	1272 sf.	\$ <u>470.64</u>	1X Yearly (.083)	\$ <u>39.06</u>
08- Irrigated Landscape areas/ Edge & Weed Control	5888 sf.	\$ <u>80.00</u>	X 4.3	\$ <u>344.00</u>
08- Irrigated Landscape areas/ Prune	5888 sf.	\$ <u>200.00</u>	X 1	\$ <u>200.00</u>
08- Irrigated Landscape areas/ Fertilize	5888 sf.	\$ <u>200.00</u>	2 X Yearly (.167)	\$ <u>33.40</u>
08- Irrigated Landscape beds/ Mulch Application	4304 sf.	\$ <u>1592.00</u>	1 X Yearly (.083)	\$ <u>132.14</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	2000 sf.	\$ <u>740.00</u>	1 X Yearly (.083)	\$ <u>61.42</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	2000 sf.	\$ <u>34.00</u>	X 1	\$ <u>34.00</u>
10- Trees Maintenance	13 ea.	\$ <u>130.00</u>	2 X Yearly (.167)	\$ <u>21.71</u>
11- Turf Maintenance/ Mowing & edge	<u>2949</u> sf.	\$ <u>40.00</u>	X 4.3	\$ <u>172.00</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	<u>2949</u> sf.	\$ <u>225.00</u>	2 X Yearly (.167)	\$ <u>37.60</u>
12- Weed Control/Non-irrigated Open Space Areas	.5_ acre	\$ <u>320.00</u>	3 X Yearly (.25)	\$ <u>80.00</u>

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 1506.00
(Carry amount over to the Summary Bid Form A)

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #2: GRACE LANE ASSESSMENT DISTRICT

Location: Grace Lane Assessment District Boundary

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

BUSINESS NAME: CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ Cans ea.	\$ _____	X 4.3	\$ <u>NA</u>
03- DG Walkways/ Hardscapes/ Weed and Litter	22970 sf.	\$ <u>31.24</u>	X 4.3	\$ <u>134.33</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	_n/a lf.	\$ _____	X 2	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	_n/a sf.	\$ _____	X 4.3	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips- Prune	_n/a sf.	\$ _____	X 1	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Fertilize	_n/a sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	_n/a sf.	\$ _____	1X Yearly (.083)	\$ <u>NA</u>
08- Irrigated Landscape areas/ Edge & Weed Control	1800 sf.	\$ <u>25.20</u>	X 4.3	\$ <u>108.36</u>
08- Irrigated Landscape areas/ Prune	1800 sf.	\$ <u>61.20</u>	X 1	\$ <u>61.20</u>
08- Irrigated Landscape areas/ Fertilize	1800 sf.	\$ <u>61.20</u>	2 X Yearly (.167)	\$ <u>10.22</u>
08- Irrigated Landscape beds/ Mulch Application	1800 sf.	\$ <u>667.00</u>	1 X Yearly (.083)	\$ <u>55.36</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	_n/a sf.	\$ _____	1 X Yearly (.083)	\$ <u>NA</u>
09- Tree Bed/ Walk-on Bark area- Weed Control	_n/a sf.	\$ _____	X 1	\$ <u>NA</u>
10- Trees Maintenance	<u>7</u> ea.	\$ <u>70.00</u>	2 X Yearly (.167)	\$ <u>11.69</u>
11- Turf Maintenance/ Mowing & edge	<u>n/a</u> sf.	\$ _____	X 4.3	\$ <u>NA</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	<u>n/a</u> sf.	\$ _____	2 X Yearly (.167)	\$ <u>NA</u>
12- Weed Control/Non-irrigated Open Space Areas	n/a_ acre	\$ _____	3 X Yearly (.25)	\$ <u>NA</u>

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 381.00
(Carry amount over to the Summary Bid Form A)

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #3: PARKVIEW ASSESSMENT DISTRICT

Location: Oak Park Blvd and Farroll Ave.

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

BUSINESS NAME: CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 0 Cans ea.	\$ _____	X 4.3	\$ _____ NA
03- Walkways/ Hardscapes/ Weed and Litter	2500 sf.	\$ <u>27.20</u>	X 4.3	\$ <u>116.96</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	_____ lf.	\$ _____	X 2	\$ _____ NA
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	5000 sf.	\$ <u>70.00</u>	X 4.3	\$ <u>301.00</u>
07- Sidewalk Parkways/ Median Strips- Prune	5000 sf.	\$ <u>170.00</u>	X 1	\$ <u>170.00</u>
07- Sidewalk Parkways/ Median Strips Fertilize	5000 sf.	\$ <u>170.00</u>	2 X Yearly (.167)	\$ <u>28.39</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	5000 sf.	\$ <u>1850.00</u>	1X Yearly (.083)	\$ <u>153.55</u>
08- Irrigated Landscape areas/ Edge & Weed Control	8000 sf.	\$ <u>112.00</u>	X 4.3	\$ <u>481.60</u>
08- Irrigated Landscape areas/ Prune	8000 sf.	\$ <u>272.00</u>	X 1	\$ <u>272.00</u>
08- Irrigated Landscape areas/ Fertilize	8000 sf.	\$ <u>272.00</u>	2 X Yearly (.167)	\$ <u>45.42</u>
08- Irrigated Landscape beds/ Mulch Application	8000 sf.	\$ <u>2960.00</u>	1 X Yearly (.083)	\$ <u>245.68</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	_____ sf.	\$ _____	1 X Yearly (.083)	\$ _____ NA
09- Tree Bed/ Walk-on Bark area- Weed Control	_____ sf.	\$ _____	X 1	\$ _____ NA
10- Trees Maintenance	<u>35</u> ea.	\$ <u>350.00</u>	2 X Yearly (.167)	\$ <u>58.45</u>
11- Turf Maintenance/ Mowing & edge	_____ sf.	\$ _____	X 4.3	\$ _____ NA
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	_____ sf.	\$ _____	2 X Yearly (.167)	\$ _____ NA
12- Weed Control/Non-irrigated Open Space Areas	_____ acre	\$ _____	3 X Yearly (.25)	\$ _____ NA

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 1873.00
(Carry amount over to the Summary Bid Form A)

QUOTATION FORM

LANDSCAPE MAINTENANCE AREA #4: FOREMASTER ASSESSMENT DISTRICT

Location: Oak Park Blvd and Meadowlark Dr.

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Quotation Form and with the attached Project Area maps, Technical Specifications and Sample Agreement for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully perform the described work (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully perform the work and complete it in a workmanlike manner) in strict accordance with all applicable state and local laws for the per occurrence quotation of:

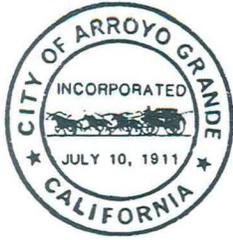
BUSINESS NAME: CENTRAL COAST EARTHSCAPES **DATE:** 10/10/2016

Enter a price for ONE time performance of each task, multiply by the monthly frequency to determine the monthly cost.

Section/ Task	Approx. Quantity*	Price per Occurrence	Monthly Frequency	Total Price/Mo.
02- Litter- Trash Cans	All areas/ 0 Cans ea.	\$ _____	X 4.3	\$ _____ NA
03- Walkways/ Hardscapes/ Weed and Litter	6500 sf.	\$ <u>22.18</u>	X 4.3	\$ <u>95.37</u>
04- Irrigation- Schedule & system check		<i>included</i>	<i>As needed</i>	
05- Pest Control		<i>included</i>	<i>As needed</i>	
06- Trail Maintenance	___ lf.	\$ _____	X 2	\$ _____ NA
07- Sidewalk Parkways/ Median Strips- Edge & Weed Control	3095 sf.	\$ <u>43.33</u>	X 4.3	\$ <u>186.32</u>
07- Sidewalk Parkways/ Median Strips- Prune	3095 sf.	\$ <u>105.23</u>	X 1	\$ <u>105.23</u>
07- Sidewalk Parkways/ Median Strips Fertilize	3095 sf.	\$ <u>105.23</u>	2 X Yearly (.167)	\$ <u>17.57</u>
07- Sidewalk Parkways/ Median Strips Mulch Application	3095 sf.	\$ <u>1145.15</u>	1X Yearly (.083)	\$ <u>95.04</u>
08- Irrigated Landscape areas/ Edge & Weed Control	7000 sf.	\$ <u>98.00</u>	X 4.3	\$ <u>421.40</u>
08- Irrigated Landscape areas/ Prune	7000 sf.	\$ <u>238.00</u>	X 1	\$ <u>238.00</u>
08- Irrigated Landscape areas/ Fertilize	7000 sf.	\$ <u>238.00</u>	2 X Yearly (.167)	\$ <u>39.75</u>
08- Irrigated Landscape beds/ Mulch Application	7000 sf.	\$ <u>2590.00</u>	1 X Yearly (.083)	\$ <u>214.97</u>
09- Tree Bed/ Walk-on Bark area- Mulch Application	___ sf.	\$ _____	1 X Yearly (.083)	\$ _____ NA
09- Tree Bed/ Walk-on Bark area- Weed Control	___ sf.	\$ _____	X 1	\$ _____ NA
10- Trees Maintenance	<u>50</u> ea.	\$ <u>500.00</u>	2 X Yearly (.167)	\$ <u>83.50</u>
11- Turf Maintenance/ Mowing & edge	3500 sf.	\$ <u>49.00</u>	X 4.3	\$ <u>210.70</u>
11- Turf Maintenance/ Fertilize, Aerate & Broadleaf spray	3500 sf.	\$ <u>2660.00</u>	2 X Yearly (.167)	\$ <u>44.42</u>
12- Weed Control/Non-irrigated Open Space Areas	___ acre	\$ _____	3 X Yearly (.25)	\$ _____ NA

* ALL MEASUREMENTS ARE APPROXIMATE AND REPRESENTATIVE ONLY. BIDDERS ARE RESPONSIBLE TO MAINTAIN ALL AREAS SPECIFIED ON THE MAP REGARDLESS OF QUANTITY DIFFERENCES BETWEEN THE ACTUAL AND LISTED QUANTITIES.

Total Monthly Cost - All Items: \$ 1752.00
(Carry amount over to the Summary Bid Form A)



**CITY OF ARROYO GRANDE
BID OPENING LOG SHEET**

DEADLINE: TUESDAY, OCTOBER 11, 2016 – 3:00 PM
**PROJECT NAME: ASSESSMENT DISTRICT LANDSCAPE
 MAINTENANCE SERVICES**
ESTIMATED CONSTRUCTION COST: Not Required

<u>SUBMITTED BY:</u>	<u>MONTHLY BID</u>
1. Evergreen Pismo Beach, CA 93448	\$15,976.32
2. Allweather Landscape Maint. Santa Maria, CA 93456	\$3,186.89
3. Central Coast Earthscapes San Luis Obispo, CA 93403	\$5,512.00

Glenda Boner

Glenda Boner, Administrative Secretary

C: Director of Public Works
 Public Works Supervisor
 City Manager
 City Website

From: Neil Towery [<mailto:neil.allweather@gmail.com>]
Sent: Monday, October 17, 2016 6:47 AM
To: Ron Simpson
Subject: Re: Revised Maintenance Proposal

Mr. Simpson

First and foremost, let me apologize for the critical error that I made on the individual bid sheet. I can not honor the original bid sheet that was submitted, do to this confusion. I have resubmitted my new prices, and I hope this is still acceptable and my prices are as well to move this contract forward. Thank you

On Fri, Oct 14, 2016 at 3:15 PM, Neil Towery <neil.allweather@gmail.com> wrote:
Can I send this back to you as an email

On Fri, Oct 14, 2016 at 3:01 PM, Ron Simpson <rsimpson@arroyogrande.org> wrote:

Neil,

I will show the new numbers to the my Director. I will need a letter from you stating that there was a mistake on your original bid and that you can't honor those original totals.

Thanks,

Ron Simpson
City of Arroyo Grande
Public Works Supervisor
805-473-5488

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From: Neil Towery [<mailto:neil.allweather@gmail.com>]
Sent: Friday, October 14, 2016 2:52 PM
To: Ron Simpson
Subject: Revised Maintenance Proposal

Hello Ron

I have revised the proposal for your view, thank you for the heads up on the mulch and you were 100% correct.I hope my revised price is still acceptable to get the contract..Thank you and have a great weekend.

General Manager

Neil Towery

Neil.allweather@gmail.com

(805)868-7643