

Due to the differences in costs in the proposals, the SSC scheduled a meeting with Master Landscape and Maintenance Inc. to discuss their proposal to ensure that they had a clear understanding of the required services. No meeting was required of Gardener Tractor Services as they are the current contractor for the City.

Based on evaluation results, Master Landscape and Maintenance, Inc., rated highest as they demonstrated an understanding of the project, offered a work plan that best fit the needs of the City, and offered pricing that was more competitive.

FINANCIAL IMPACT

The new contract with Master Landscape and Maintenance, Inc. for oleander trimming and storm drain maintenance is \$52,133.76, which is available in the public works budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Master Landscape Maintenance, Inc., for oleander trimming and storm drain maintenance in the firm fixed price amount of \$52,133.76 for the first three years with an option to renew the contract for an additional two years; and
- Authorize the City Manager to execute the Agreement on behalf of the City, and to make minor modifications as necessary thereto.



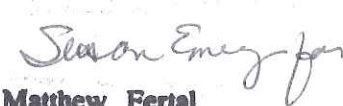
WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer



By: Richard Gosselin
Public Works Supervisor

Attachment: Agreement

Recommended for Approval



Matthew Ferial
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Master Landscape and Maintenance, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide all material, equipment, transportation, traffic control, and labor for trimming of Oleander Bushes and Storm Drain Maintenance at various locations for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three (3) year from full execution of the agreement, with an option to extend said agreement for an additional two (2) years, for a total performance period of five (5) years. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fifty Two Thousand One Hundred Thirty Three Dollars and 76/100 (\$52,133.76), for the first three years, payable in arrears and in accordance with proposal in Attachment "A". All work shall be in accordance with RFP No. S-1100.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance *and provide a Waiver of Subrogation in favor of the City.*

For any hazardous materials or products, please provide MSDS sheets.

WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance *and provide Employers Liability in an amount not less than \$1,000,000.*

INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement *and maintain insurance coverage meeting the requirements herein. City reserves the right to modify these requirements, including but not limited to, limits based on the nature of the work, prior experience, insurer, coverage or other special circumstances.*

- (a) Commercial general liability *in an amount not less than \$1,000,000 per occurrence, including products liability; (claims made and modified occurrence policies are **not acceptable**);* Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability, *for all autos, in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable)*; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, *following form*, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing *products* and completed operations, including products liability, for the policy under section 4.16.6(a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Master Landscape and Maintenance, Inc.
Attention: Robert Whitecotton, President
10171 Northampton Avenue
Westminster, CA 92683
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY,

it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by
CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

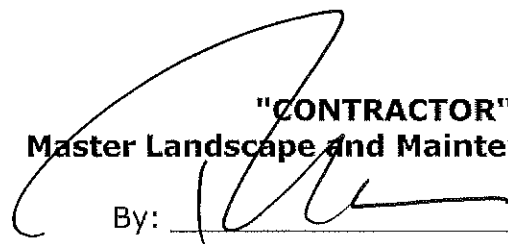
"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Master Landscape and Maintenance, Inc.
By: 

Name: ROBERT D. WHITECOTTON

Title: PRESIDENT, SECRETARY

Date: 8-27-12

Tax ID No. 92-0178322

Contractor's License: 830979

Expiration Date: 1/31/2014

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

8-29-2012
Date

ATTACHMENT "A"

**CITY OF GARDEN GROVE
STATE OF CALIFORNIA**

I. Type of Work: Provide complete trimming and debris pickup of Oleander Bushes

II. Awarding of the contract shall be contingent upon inspection of type and condition of equipment to be used to meet specifications.

III. SPECIFICATIONS AND LOCATIONS OF WORK

A. Equipment:

Provide operator and 110 HP minimum tractor with hydrostatic transmission and Bomford Model 728, side arm drop capable of minimum 25 foot reach - flail slope mower with sharp dropped forged flail cutting blades.

B. Locations:

1.

a. Roan Road Banner to Percheron Road 650 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on Public Works supervisor's direction. Top growth down to 10 feet from top of curb level.

2.

a. Chapman - Knott to Valley View N/S 7,040 Ln. Ft.
b. Chapman - Knott to Valley View S/S 7,200 Ln. Ft.
c. Springdale - N/O Chapman 640 Ln. Ft.
d. Springdale - S/O Chapman 640 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on Public Works supervisor's direction. Top growth down to 8 feet from top of curb level.

3.

a. Garden Grove Blvd. - Shackelford to Gilbert 1,200 Ln. Ft.
b. Garden Grove Boulevard at Casa Linda 55 Ln. Ft. section of Oleanders shall be 30 inches in height.
c. Katella Avenue - Fay to Stratford 750 Ln. Ft.
d. Katella Avenue Yana to Mac Murray 2,400 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on City supervisor's direction. Top growth down to 9 feet from top of curb level.

4. Brady Way - S/O Stanford 600 Ln. Ft.

Specifications: Remove side and end growth to a depth of 2 to 2-1/2 feet from the average extending edge of the bush, or 2 to 2-1/2 feet in from the face of the curb; based on City supervisor's direction. Top growth down to 7 feet from top of curb level.

IV. All work shall begin on the date and time determined by the Streets Manager or his duly appointed representative and completed within 15 working days of the starting date.

V. ADDITIONAL SCHEDULE OF SPECIFICATIONS

A. Specifications:

1. Side and end trimming shall be vertical, and top trimming shall be horizontal unless otherwise specified. The area where the top and sides of the Oleander meet shall be trimmed to form a rounded edge rather than a right angle. The radius of the angle shall be approximately two to three feet, which will make that section of the Oleander bush more rounded rather than a square edge.
2. The Contractor shall consider and make adjustments from the original contract specification to provide necessary trimming of any section of the Oleander bushes, so that visual clearness has met City Traffic Control's ordinance requirements.
3. The Contractor shall provide trimming around all wires, poles, buildings, or stationary objects by whatever means necessary to maintain a symmetrical-shaped, trimmed appearing Oleander.
4. When the Oleander bush is protruding through or beyond a fence, those branches shall be trimmed to within 3 inches of the face of the fence. Brady Way, shall be excluded from this specification.
5. A symmetrical form with no extending branches or foliage with a tolerance of 3 inches shall be maintained.
6. Contractor will provide traffic control in accordance with specifications of the work area Traffic Control Handbook, latest edition, which has been approved by the Southern California Chapter of the Public Works Association.

B. Specifications Involving Cleanup by Contractor:

All specifications in this contract are to be included, in addition to the following:

1. Trimming and removal of all brush and debris under, in and around the Oleander including the street and walkway areas.
2. Contractor will provide traffic control in accordance with specifications of the work area Traffic Control Handbook, latest edition, which has been approved by the Southern California Chapter of the Public Works Association.
3. Removal of parked vehicles shall be the responsibility of the Contractor and shall be dealt with in accordance with the Garden Grove Municipal Code and the approval of the Streets Manager.
4. Removal: All debris and other vegetation resulting from Oleander trimming operations shall be promptly removed from the worksite and properly disposed of at the Contractor's expense. All laws and ordinances that are applicable to and governing such disposal shall be fully complied with.
5. Daily Cleaning Up: The street, gutter, parkway, sidewalk, and yard areas of all property shall be left free of debris at the close of each day's operation.
6. Sharp drop flail blades shall be used. Dull drop flail blades which cause ripping of stems and foliage will not be acceptable.
7. The Contractor shall make an additional pruning cut, beginning three feet above curb level at the trimmed vertical face of the Oleander bush; a downward tapering cut will begin, reaching an inward length of 12 inches at curb level.

C. Storm Water Protection: Trimming work activity Best Management Practices shall be adhered to at all times. Trimming work activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), Adopted storm water quality municipal codes and ordinances.

VI. CONDUCT OF OPERATION

- A. Cooperation With Others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause no interference with or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's Supervisor shall make initial contact with the citizen and endeavor to

resolve the problem. The supervisor shall report each daily work schedule on the preceding afternoon before 3 p.m.

- C. Inclement Weather: Work shall be suspended during periods of inclement weather, as determined by the Streets Manager.
- D. Preservation of Property: The Contractor shall carefully protect from damage all existing trees, shrubs, plants, or other growth and fixtures that remain. The Contractor shall be liable for any and all damaged trees, plants, shrubs, other growth, irrigation, public utility boxes lines, etc., any damaged said property shall be replaced or restored to their original condition within a 48-hour period, to the satisfaction of the Streets Manager or his duly appointed representative.
- E. The Contractor shall notify the Streets Manager or his duly appointed representative 24 hours in advance before starting his work required by the contract.
- F. If the Contractor, after having officially started said contract, should discontinue work of any cause, he shall notify the Streets Manager or his duly appointed representative of the date of the restarting of operations.
- G. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours shall not be permitted.
- H. All work shall be completed to the satisfaction of the Streets Manager or his duly appointed representative of the Public Works Department.
- I. Work outside regular hours will not be permitted: Normal working hours shall be between the hours of 7 a.m. and 4 p.m., Monday through Friday, excluding holidays recognized by the City of Garden Grove and City's Friday off. The City may allow the Contractor to work overtime in order that he may finish within his time limit for completion, but the expense for such work shall be included in his bid prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost or overtime inspection.

VII. VARIATION IN QUANTITY

City reserves the right to increase or decrease the quantity to be trimmed under such contract by as much as 10%.

VIII. INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Streets Manager. As soon as possible thereafter, the Streets Manager or his duly appointed representative will make the necessary inspection and if he finds that the work has been properly performed and completed in accordance with all terms of the specifications and contract, he will accept it and notify the City Controller to that effect.

IX. PAYMENT TO THE CITY

- A. The City has reserved the right to make increases or decreases in the quantities of items of work to be performed or furnished under such contract. In the event of any such increases or decreases in the quantity of work to be performed or furnished are so ordered, payment shall be proportionate to the changes.
- B. The City shall make payment only after the entire job has been completed and the contract specifications have been met, to the satisfaction of the Streets Manager or his duly appointed representative.

CITY OF GARDEN GROVE

STATE OF CALIFORNIA

I.Type of Work: Provide complete trimming, weed removal, and debris and sediment pickup of storm drain channels.

II.Awarding of proposal shall be contingent upon inspection type and condition of equipment to be used to meet specifications.

III.SPECIFICATIONS AND LOCATIONS OF WORK

A. Provide all necessary labor, equipment and supplies, to remove all growth and debris from floor, top of banks, along and over fences, under bridges and weep holes of channels. Contractor to clean sites then haul and dump debris from job site.

B. Locations:

Valley View	1.39 miles
Belgrave	1.75 miles
Emerald	0.50 miles
Trask	0.26 miles
Shannon	0.74 miles

IV.ADDITIONAL SCHEDULE OF SPECIFICATIONS

A. SPECIFICATIONS

1. Trim all bushes, vines, trees, etc. extending beyond a fence or wall from private property, in to the flood control channel area. Trim up to 15 feet in height from ground level and within 3 inches of the fence or wall; property line.
2. Remove dirt and weeds from all weep holes to a degree that will allow the weep hole to function as it was originally designed.

3. Remove all weeds, debris, soil, sediment, etc., from the floor and side of the lined channel, including under bridges.
4. Remove all weeds, debris, soil, sediment, etc., from any unlined concrete portions of the channel and roadway, to the limits of the channel property line.
5. City will be responsible for trimming trees and shrubs above the 15-foot height limit from the surface of the roadway or shoulder of the channel. Contractor shall be responsible for picking up trimming debris no later than one working day from the time of the trimming by City crews.
6. All ivy, vines, etc., going down the sides of the channel invert, shall be trimmed to two feet beyond the top edge of the concrete invert.
7. Work shall be scheduled before the rainy season during the months of August through November as directed by Public Works Department.
8. Disposal of all sand, silt sediment, debris, trash, water, etc. shall be the responsibility of the contractor and shall be in compliance with all current State, Federal, and Local laws and regulations.

B. **Storm Water Protection**: Trimming work and cleaning activity Best Management Practices shall be adhered to at all times. Trimming work and cleaning activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), Adopted storm water quality municipal codes and ordinances.

V. CONDUCT OF OPERATION

- A. Cooperation of Others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause no interference with or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's Supervisor shall make initial contact with the citizen and endeavor to resolve the problem. The

supervisor shall report each daily work schedule on the preceding afternoon before 3:00 p.m.

- C. Inclement Weather: Work shall be suspended during periods of inclement weather, as determined by the Streets Manager, or his representative.
- D. Preservation of Property: The Contractor shall carefully protect from damage, all existing trees, shrubs, plants, or other growth and fixtures that remain. The Contractor shall be liable for any and all damaged trees, plants, shrubs, other growth, irrigation, public utility boxes, lines, etc., any damaged said property shall be replaced or restored to their original condition within a 48-hour period at the Contractor's expense and to the satisfaction of the Streets Manager, or his representative.
- E. The Contractor shall notify the Streets Manager, or his representative, 24 hours in advance before starting his work required by the contract.
- F. The Contractor, after having officially started said contract, shall work consecutive 8-10 hour days during normal City working hours until project is completed.
- G. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours, shall not be permitted.
- H. All work shall be completed to the satisfaction of the Streets Manager, or his representative of the Public Works Department.
- I. Work outside regular hours will not be permitted: Normal working hours shall be between the hours of 7 a.m. and 4 p.m., Monday through Friday, excluding holidays recognized by the City of Garden Grove and City's Friday off. The City may allow the Contractor to work overtime in order that Contractor may finish within his time limit for completion, but the expense for such work shall be included in Contractor's proposal prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost of overtime inspection.
- J. The City has reserve the right to make increases or decreases in the quantities of items of work to be performed or furnished under such contract. In the event of any such increases or decreases in the quantity of work to be performed or furnished are so ordered, payment shall be proportionate to the changes.

- K. The City shall make payment only after the entire job has been completed and the contract specifications have been met to the satisfaction of the Streets Manager.

VI.VARIATION IN QUANTITY

City reserves the right to increase similar type of work in areas other than major channels, not to exceed \$5,000.00 beyond the original proposal.

VII.INSPECTION

When work is completed and ready for final inspection, the Contractor shall so notify the Streets Manager. As soon as possible thereafter, the Streets Manager or representative will make the necessary inspection and if he finds that the work has been properly performed and completed in accordance with the terms of the specifications and contract, he/she will accept it and notify the City Controller to that effect.

ATTACHMENT "B"

RATE SCHEDULE FOR ITEM ONE:

The undersigned, having carefully examined the Specifications for Oleander trimming and cleanup, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Specifications for the price named in the previous schedule of specifications.

I.1 Designated locations of Oleander trimming to be bid on:

1.	Brady Way - S/O Stanford	600 Ln. Ft.
2.	Chapman - Knott to Valley View N/S	7,040 Ln. Ft.
3.	Chapman - Knott to Valley View S/S	7,200 Ln. Ft.
4.	Garden Grove Blvd. - Shackelford to Gilbert	1,200 Ln. Ft.
5.	Katella Avenue - Fay to Stratford	750 Ln. Ft.
6.	Katella Avenue Yana to Mac Murray	2,400 Ln. Ft.
7.	Roan Road Banner to Percheron Road	650 Ln. Ft.
8.	Springdale - N/O Chapman	640 Ln. Ft.
9.	Springdale - S/O Chapman	640 Ln. Ft.

I.1 Proposal prices are for each designated locations (a-i)

1. Mechanical Mowing/Cleanup and Misc. Trimming

(a) Brady Way - S/O Stanford	\$ 221.76
(b) Chapman - Knott to Valley View N/S	\$ 2,681.28
(c) Chapman - Knott to Valley View S/S	\$ 2,741.76
(d) Garden Grove Blvd. - Shackelford to Gilbert	\$ 463.68
(e) Katella Avenue Stratford to Fay	\$ 282.24
(f) Katella Avenue Yana to Mac Murray	\$ 907.20
(g) Roan Road Banner to Percheron Road	\$ 241.92
(h) Springdale - N/O Chapman	\$ 241.92
(i) Springdale - S/O Chapman	\$ 241.92

2. **Total Proposal Price for Item One:**
Mechanical mowing, traffic control, cleanup and miscellaneous trimming

8,023.68

It is understood and agreed that:

After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.

ATTACHMENT "B"
RATE SCHEDULE FOR ITEM NUMBER TWO

The undersigned having carefully examined the Plans and Specifications for Storm Drain Channel Maintenance and Cleanup, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum price of:

LOCATION		PROPOSAL
1.	Valley View 1.39 miles	\$ <u>2,802.²⁴</u>
2.	Belgrave 1.75 miles	\$ <u>3,528.⁰⁰</u>
3.	Emerald 0.50 miles	\$ <u>1,008.⁰⁰</u>
4.	Trask 0.26 miles	\$ <u>524.¹⁶</u>
5.	Shannon 0.74 miles	\$ <u>1491.⁸⁴</u>
Total Proposal Price for Item Two:		\$ <u>9,354.²⁴</u>

It is understood and agreed that:

After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.