

REQUEST FOR PROPOSALS NO. 25-058  
FOR  
MEDIAN AND RIGHT OF WAY LANDSCAPING MAINTENANCE SERVICES



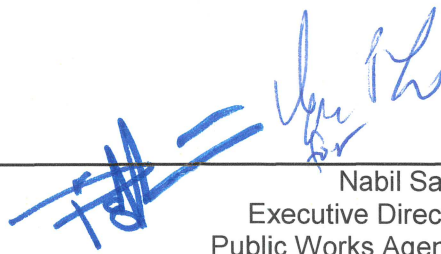
CITY OF SANTA ANA  
Public Works Agency  
220 S. Daisy Ave.  
Santa Ana, CA 92703

**BID CONTACT:**

Jacques Lam

[JLam@santa-ana.org](mailto:JLam@santa-ana.org)

Approved for Release:

  
Nabil Saba  
Executive Director  
Public Works Agency

**KEY RFP DATES:** *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:

[Virtual Mandatory Pre-Proposal Meeting](#)

Deadline for Questions:

**Proposal Due Date:**

Presentations/Interviews (if held) on or about

Friday, April 4, 2025

Monday, April 14, 2025 @ 9:00 A.M.

Friday, April 18, 2025, 4:00 P.M.

**Thursday, May 1, 2025, 4:00 P.M.**

May 5-May 8, 2025



# CITY OF SANTA ANA

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### **EXHIBITS**

*Exhibits provided herein for Proposers' reference only.*

EXHIBIT I – SCOPE OF SERVICES

EXHIBIT II – SAMPLE AGREEMENT

EXHIBIT III –MAINTENANCE SCHEDULES AND MAPS

### **ATTACHMENTS**

- A PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING
- B REFERENCES
- C PROPOSER'S STATEMENT
- D NON-COLLUSION AFFIDAVIT
- E NON-LOBBYING CERTIFICATION
- F NON-DISCRIMINATION CERTIFICATION
- G SUBCONTRACTOR DESIGNATION FORM



## CITY OF SANTA ANA

### I. **BACKGROUND**

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's eleven agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

For more information, please visit <https://www.santa-ana.org/>

### II. **OVERVIEW OF PROJECT**

The City of Santa Ana (City) is seeking proposals from qualified firms and organizations (Proposers) to provide landscaping maintenance and irrigation systems maintenance of street medians and public right-of-way amenities, vacant lots/parcels, slopes, channels, and easements. **See EXHIBIT I for complete Scope of Services.**

The term "Vendor", "Proposer", "Firm", "Consultants", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

### III. **MANDATORY PRE-PROPOSAL MEETING**

A mandatory virtual pre-proposal meeting will be held on the date and time specified on the cover page of this RFP. Proposals will only be accepted from respondents that attended the mandatory meeting.

**Failure to attend this meeting shall result in your firm being disqualified from proposing.**

**Meeting Link:**

**<https://zoom.us/j/98704388674?pwd=jNqhAhjldyrUAJIAWCI3bQgvbsacGF.1>**

The meeting will include a detailed discussion of the project, route schedule, posting programs etc. All questions shall be required to be submitted in written form. After the pre-proposal meeting, City will respond to pre-proposal attendees by e-mail to written questions or requests for clarifications. At a minimum the Contractor Operation/Field Supervisors are required to attend this meeting.



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### IV. TERM OF AGREEMENT

The anticipated term of the agreement is for an initial period of three (3) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed five (5) years.

The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. **The anticipated service start date is tentatively scheduled for July 1, 2025 as determined by the City upon appropriate approvals.**

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.

### V. MINIMUM QUALIFICATIONS

*Proposers not meeting the minimum requirements may be deemed non-responsive.*

- 1) Contractor must have been in business continuously for the most recent five (5) years prior to the date of this RFP.
- 2) Minimum three (3) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.
- 3) The Contractor shall, prior to award of contract and without additional expenses to the City, possess all licenses and permits required for the performance of the work required by this contract, including but not limited to a valid **California Class C-27 – Landscaping Contractor's License**.

### VI. RESPONSE TO RFP

#### A. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer



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to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

### B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Buyer(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

### C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

**Jacques Lam**  
Buyer  
Email: [jlam@santa-ana.org](mailto:jlam@santa-ana.org)

### D. EXCEPTIONS

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications. Should the



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Proposer be considered for award recommendation and progress into the negotiations phase, the requests for exceptions or modifications to the City's terms and conditions will be discussed at that time. The City will not accept any requests after the deadline for questions and reserves the right to reject or strike any requests for exceptions or additional terms and conditions related to Agreement, RFP, and insurance and indemnification terms and conditions.

### E. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

### F. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

### G. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

#### 1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents and be limited to a **maximum of 20 pages** (excluding City's required Certifications listed in Section VIII below; Proposal Cover Letter, section dividers, table of contents, front/back cover pages). The page limitation includes all appendices, attachments, and supplemental information. Additionally, SOQ must include the following:

##### a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. **Cover Letter shall not exceed one page.**

Cover letter must be addressed to the following City Project Manager:



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### **Arturo Rodríguez, Assistant Public Works Maintenance Manager**

City of Santa Ana – Public Works Agency

220 S. Daisy Avenue

Santa Ana, CA 92703

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Exhibit I – Scope of Services**.

c. Agreement Statement

Proposal shall include a statement outlining your concurrence or reference to concerns previously submitted with any and all provisions as contained in **EXHIBIT II – Sample Agreement** of this RFP (if any).

d. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. A general description of the firm, including size and number of employees working directly with the City on this agreement.
- ii. Firm's nearest address serving the City of Santa Ana and headquarters address.
- iii. Name and contact information of the supervising Project Manager/Principal Agent, to be assigned to the agreement. The Project Manager/Principal Agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited to an interview.
- iv. Resumes for all key staff proposed describing relevant experience.

e. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. Anticipated approach to performing services as specified herein;
- ii. Suggestions or special concerns the evaluation committee should take into consideration (if any);
- iii. Description of deliverables and implementation plan. Proposer shall submit a general description of the deliverables, implementation plan, and timeline.

- f. References: Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

## 2. Cost Proposal

All Proposers are required to submit a fixed rate fee with their Cost Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Cost Proposal must include a payment schedule if applicable. City reserves





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the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement. When applicable, if providing hourly rate sheets, Proposer shall not include rate ranges or averages.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure. Any language related to travel reimbursement shall be stricken from the document by the City and if not stricken, shall be deemed invalid.

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

Pricing shall remain firm for the entire initial Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to accept, reject, or negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Long Beach-Anaheim, CA; All Urban Consumers; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

### H. PROTEST PROCEDURES

Only respondents who have actually submitted a proposal may file a "protest" to an RFP with the City's Purchasing Department. In order for a Proposer's protest to be considered valid, the protest must:

1. Be filed in writing before 5:00 p.m. of the 5th business day following the posting of RFP Results/Notice of Intent to Award on the City's online bidding system;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The decision from the Purchasing Manager, or her/her designee, is final and no further appeals will be considered.





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### VII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References
- Attachment C: Proposer's Statement
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification
- Attachment G: Subcontractor Designation Form

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

#### ***PLEASE NOTE:***

- ***All forms above must be signed by a representative of the Firm that is legally authorized to contractually bind the Proposer.***
- ***City will not waive notarization requirement when applicable on any of the required attachments.***

### VIII. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. **Contracts listed must have a minimum award amount of \$200,000 in order to be used as references.** Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

*City may disqualify a Proposer if:*

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

### IX. MINIMUM SCOPE AND LIMIT OF INSURANCE

Contractor shall procure and maintain for the duration of the agreement, the following insurance coverages:



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### MINIMUM SCOPE AND LIMIT OF INSURANCE

Contractor shall maintain limits of insurance coverage in the following minimum amounts and shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- **Automobile Liability (AL):** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with combined single limits of \$1,000,000. In the event Contractor does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance with existing limits, which can be lower than \$1,000,000.
- **Workers' Compensation (W/C):** as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident, per employee, per policy for bodily injury or disease. This requirement can be waived if Contractor has no employees.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CGL and AL policies: City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. All required insurance policies: Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Contractor for City.
3. All required insurance policies: For any claims related to this contract, Contractor's insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. All required insurance policies: A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Each insurance policy required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment.



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6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: (Name of Department Staff Responsible for Agreement), Address of Department Responsible for Agreement, M-XX, Santa Ana, CA 92701. The name and location of the event should be included in the Description of Operations section of each certificate.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

### **Verification of Coverage**

Contractor shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Company must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

### **Subcontractors**

Contractor shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from sub-contractors.

### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **X. SELECTION PROCEDURES & CRITERIA**

- A. Evaluation: The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.



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- B. Scoring Criteria: Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Responsiveness to RFP <ul style="list-style-type: none"><li>Proposal's compliance with the requirements of this RFP.</li><li>Scope of Services offered including ability to provide optional services.</li><li>The value to any new and/or innovative product or service suggestions or other new ideas and enhancements.</li><li>Ability to meet performance schedule</li></ul>	15
Experience of Firm and Personnel <ul style="list-style-type: none"><li>The experience, resources, and qualifications of the firm and individuals assigned to this account, including manager, supervisor and assigned staff.</li></ul>	35
Proposed Pricing <ul style="list-style-type: none"><li>Reasonableness of Cost</li></ul>	50
References <ul style="list-style-type: none"><li>References that are similar in size and project scope to the City.</li></ul>	PASS/FAIL
<b>TOTAL POSSIBLE SCORE (Before interviews – if held)</b>	<b>100</b>
Interviews <ul style="list-style-type: none"><li>The City reserves the right to conduct interviews with the highest-rated firm(s). In the event the City does perform an interview process, the following is the maximum number of additive points that may be applied to the proposal score. Total possible score may exceed 100 points.</li></ul>	20

- C. Rankings: A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.
- D. Interviews: The review committee may invite the proposers to interview. If invited to interview, Proposers must be prepared to include key personnel in the interview and/or presentation. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without



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holding interviews, or further discussions. If interviews are held, up to a maximum of three proposers will be invited for the interviews based on final proposal score.

- E. Selection: The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated. The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

### **XI. WITHDRAWALS**

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

### **XII. GENERAL TERMS AND CONDITIONS**

#### **A. AMERICANS WITH DISABILITIES ACT**

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

#### **B. CITY BUSINESS LICENSE**

The selected proposer must obtain a City of Santa Ana Business License prior to the execution of a contract and must provide a copy to the Buyer assigned to this RFP. The awarded party shall maintain a current business license throughout the term of the resulting contract. Procedure to obtain a City of Santa Ana Business License is available by contacting the Finance and Management Services, Business Tax Office at (714) 647-5447 or on the City's website: [www.santa-ana.org](http://www.santa-ana.org)

#### **C. CITY RIGHT TO REJECT**

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

#### **D. CONFLICT OF INTEREST**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with



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accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

### E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

### F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

### G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.





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### H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

### I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

### J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

### K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT II – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

### L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days



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before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

### M. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

### N. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

### O. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

### P. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected, including but not limited to pricing, hourly labor rates and disposal charges. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded



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successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

### Q. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

### R. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

### S. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

### T. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

### U. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

### V. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of **180 days** at minimum after the submission of the Proposal.

### W. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

### X. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly



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label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

### Y. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

## **XIII. ADDITIONAL TERMS AND CONDITIONS FOR PUBLIC WORKS PROJECTS**

### A. PREVAILING WAGE

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).

Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

#### Prevailing Wage Compliance and Monitoring

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the



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Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### B. DIR REGISTRATION

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

### C. CAL-OSHA VEHICLE REGULATION

All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

### D. QUALITY ASSURANCE

Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

### E. CONSTRUCTION WASTE MANAGEMENT

Contractor shall keep work areas clean and free from any debris, rubbish, hazardous waste and non-usable material resulting from the work under this Contract and shall be disposed of at the completion of each work day by the Contractor. Hazardous waste must be disposed of in accordance with the Resource Conservation and Recovery Act and all other applicable federal, state, and local laws and regulations.

### F. CHEMICALS

Handling and delivery of all materials must comply with all local, State, and Federal safety regulations and must maintain appropriate hazardous material transportation and handling certifications and licensing as applicable.

### G. SAFETY PROGRAM REQUIREMENTS

Work Site Safety shall be as defined by the Standard Specifications and these special provisions:

Contractor shall be solely responsible for ensuring that all work performed under the contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. Consultant/Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.

The following is required in addition to the requirements of the Standard Specification:

- a. Contractor shall train all employees, or subcontractor personnel in the work practices necessary to safely perform his or her job.



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- b. Contractor shall identify all known potential hazards related to the work performed and train all employees and subcontractor personnel on how to handle the potential hazards.
- c. Contractor, their employees and subcontractors shall follow all safety rules and safe work practices.
- d. Contractor will immediately notify the City of any significant and/or unusual hazards found during the course of work.
- e. Contractor shall submit copies of Safety Data Sheets (SDS) for all hazardous materials to be utilized on site in the performance of work.
- f. Contractor is solely responsible for the legal disposal of hazardous waste generated in the performance of their work.

Safety Indemnification: To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or City, attributable to any alleged act or omission of the Contractor or its subcontractors which is in violation of any Cal OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the Agency, including legal fees and staff costs, associated with any investigation or enforcement proceedings brought by Cal OSHA arising out of the assigned work.

### H. OTHER SAFETY REQUIREMENTS

Contractor shall take all reasonable precautions, as directed by the City, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect City property and adjacent property. Damages to properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the City.

Contractor is responsible for advising and ensuring compliance by Contractor's employees with all applicable environmental and hazardous materials handling laws and regulations.

Contractor shall provide City a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Site Coordinator within twenty-four (24) hours of occurrence.

Contractor shall provide, erect, and maintain all warning devices (i.e., barricades, cones, etc.) as required or necessary to ensure the safety of the public, City, and Contractor's employees.

### I. SPILL LIABILITY

The City does not assume liability for spills or other releases of hazardous wastes which are caused by the negligence of the contractor once hazardous waste materials are in the possession of the contractor or transported off site.

### J. RECORDKEEPING AND REPORTS





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Contractor is required to provide upon request, detailed data and information required by the City. Information may include: generator EPA ID, contractor EPA ID, generator name, waste description, manifest number and line number, date waste shipped, disposal and recycling facilities utilized, final disposal method utilized, quantity shipped (pounds), waste profile number, and any additional information requested.

All records and reports shall be available in electronic (including Excel, Word, and PDF Format) and hard copy format at all times during the term of the contract.

### **XIV. AWARD OF AGREEMENT**

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

#### **A. EXECUTION OF AGREEMENT**

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

### **XV. IMPLEMENTATION**

#### **A. KICK-OFF MEETINGS**

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



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### EXHIBIT I

### SCOPE OF SERVICES

Contractor shall perform services as set forth below and furnish all labor, equipment, materials, and supervision to perform landscape maintenance as described herein including, but no limited to, the following:

#### I. GENERAL REQUIREMENTS

1. Compliance with Applicable Laws and Regulations
  - a. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
  - b. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.
2. All locations and quantities are subject to change at any time in order to respond to unforeseen situations that may arise.
  - a. City will provide Contractor with as much advance notice as reasonably possible to allow Contractor to adjust schedules and workforces accordingly.
3. Oversee workforces to ensure that work is being performed with all due diligence, quickly, and thoroughly and for all the designated work area.
4. Perform scheduled and random checks with Project Manager or designee to ensure that all work is being performed satisfactorily.
5. Provide courteous interaction, direction, information, and referrals to all visitors, property owners, Police Officers, other City employees, or related agencies.
6. Anticipated Service Levels
  - a. Provide the required number of laborers, technicians, supervisors, and workers as specified below and throughout these specifications.
    - i. The City has determined these are the required staffing levels necessary to accomplish all of the work requirements within the allotted hours as indicated in the specifications.
  - b. Provide four (4) crews (12 laborers) each day (Monday – Friday) for scheduled work.
    - i. Contractor shall provide two (2) Irrigation Technicians as well as to conduct daily maintenance, troubleshooting, repairs and necessary work to ensure



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irrigation systems are operating properly.

- c. From time-to-time and site-to-site, more workers will be needed and Contractor must provide additional workers at the rates stated in **Attachment A** for services requested by the Project Manager or his/her designee.
- d. City reserves the right to adjust the staffing levels based on the available budget allocated each year as part of the City's annual budget process.

### II. LANDSCAPE MAINTENANCE CREWS

1. Landscape Maintenance Crews shall be responsible to clean and maintain medians by removing weeds, trash, debris, mowing where applicable and other associated landscaping duties in order to maintain medians in a clean and attractive state.
2. Contractor to provide four (4) Crews as follows:  
Crew size = Three (3) Laborers (12 laborers total)
3. Provide the necessary labor, materials and equipment to remove weeds from all medians, linear parks, sidewalk areas, planters, and public lots.
4. Provide the crews daily. The assignments may change during the day to respond to urgent requests.
  - a. Homeless camp debris removal may occur several times a week.
5. Remove by hand or mechanical means, all weeds from medians, sidewalk and street curb joint.
6. Remove the trash encountered in areas immediately adjacent to street medians including gutters, storm drains, culverts, and bike lanes.
7. Maintain and clean the tree wells to enhance appearance and cleanliness of City parkway tree wells by removing weeds and litter.
8. Remove all unwanted natural or environmental materials, including, but not limited to:
  - a. Bio-waste,
  - b. Hypodermic needles,
  - c. Dirt,
  - d. Silt,
  - e. Feces,
  - f. Soot, and
  - g. Weeds
9. Clean, cut, clear, and remove weeds and remove of light-to-medium amounts of trash by using hand-held equipment like weed eaters, rakes, brooms, and leaf blowers.
  - a. Leave no piles, or residue with rake marks.
  - b. Sidewalk surface shall be clean of leaves, litter, and dirt.



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10. Crew must be self-directed and report directly to the main office of Contractor.
11. Crew must be "on-call" and carry a dedicated cell phone and be available during normal business hours on all workdays.
12. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris, and posted signs at all work sites and dispose of same in a lawful manner per contract requirements at the Contractor's expense.
13. All trash and debris shall be removed from all worksites the same day.
14. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting.
  - a. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop at least weekly or as directed by Projects Manager or designee.
15. After heavy windstorms, the entire contract area shall be cleaned of litter, fallen branches, etc.
  - a. Contractor shall respond to calls from Projects Manager or designee immediately.
  - b. Contractor shall patrol all areas during heavy windstorms for trees down, fallen branches, hanging branches, debris, and other potential hazards.
16. The Contractor shall keep sidewalks and all paved areas in the medians and under overpasses swept and cleaned of any debris, weeds, dirt or soil.
  - a. Tree wells shall be maintained weed free.
17. Additional duties that may be required of the Median Crew may include the following:
  - a. Clear catch basins during winter rain and storms,
  - b. Fill sandbags,
  - c. Remove extra trash and debris generated by special events,
  - d. Remove litter and vegetation at City-owned parcels,
  - e. Remove homeless camp debris, and
  - f. Assist street sweepers in debris removal during weather events, such as wind or rain.

### III. IRRIGATION TECHNICIAN

1. Provide two (2) Irrigation Technicians to perform daily inspections and routine irrigation systems repairs.
2. The Irrigation Technician shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems weekly.
  - a. The Irrigation Technician shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments are necessary, including but not limited to:
    - i. Adjustment of heads or inserts, or
    - ii. Replacing of inserts, etc., to prevent excessive over spray/runoff into street right-of-ways or other areas not intended to receive irrigation over

spray/runoff

- b. A visual inspection of all irrigated areas shall occur, more often, but not less than one time per week.
    - i. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Irrigation Technician shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation.
    - ii. Care shall be exercised to prevent waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures
3. The Irrigation Technician shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of horticulturally acceptable maintenance practices as determined by the Projects Manager or designee.
  - a. When the Projects Manager or designee acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours.
  - b. After 24 hours, the Projects Manager or designee at his discretion may elect to activate the controllers with City forces and deduct estimated time plus overhead from the Contractor's monthly invoice.
4. Contractor shall submit a monthly irrigation report to the Projects Manager or designee.
  - a. The report shall be of the format required by the Projects Manager or designee and shall include, but not be limited to:
    - i. Controller location,
    - ii. Address, type of controller,
    - iii. Number of stations,
    - iv. Schedule, and run times for each station, turf, ground cover or shrub irrigation,
    - v. Condition of site, and
    - vi. Repairs made for each station.
5. Irrigation Technician shall maintain a log at each controller location.
6. Irrigation Technician shall provide efficient use of water at all times.
  - a. The controllers shall be programmed and monitored to maintain adequate moisture, optimal for growth and appearance, while eliminating excessive runoff.
    - i. Adequate soil moisture shall be determined by:
      1. Visual observation, plant resiliency, and turgidity,
      2. Examining cores removed by soil probe,
      3. Moisture sensing devices, and
      4. Programming irrigation controllers accordingly
    - ii. Considerations must be given to:
      1. Soil texture,
      2. Structure,
      3. Porosity,
      4. Water holding capacity,



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5. Drainage,
  6. Compaction,
  7. Precipitation rate,
  8. Runoff,
  9. Infiltration rate,
  10. Percolation rate,
  11. Evapotranspiration,
  12. Seasonal temperatures,
  13. Prevailing wind condition,
  14. Time of day or night,
  15. Type of plant and root structure
7. Irrigation Technician shall be responsible for and bear the cost of service and repair to all irrigation components from the remote control valve, downstream (including the remote control valve).
- a. The responsibility includes, but is not limited to:
    - i. The remote control valve,
    - ii. Flow sensors,
    - iii. Lateral lines,
    - iv. Fittings,
    - v. Risers,
    - vi. All sprinkler heads, and
    - vii. Drip irrigation components
8. Monitoring Systems: Irrigation Technician shall weekly inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the correct operation of the system.
- a. Authorization must be obtained from the Project Manager or designee before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the Project Manager or designee's satisfaction.
  - b. Each irrigation controller(s) and system shall be checked weekly for proper water scheduling and coverage.
  - c. Make all necessary adjustments to heads, which throw onto roadways, walkways, windows, or out of intended area of coverage.
  - d. Irrigation Technician shall clean and adjust sprinkler heads as needed for proper coverage.
  - e. Each system shall be manually operated at the irrigation controller and observed on a bi-monthly basis.
  - f. Controllers shall be programmed to water during nighttime hours between approximately midnight and 7:00 a.m.
    - i. No watering shall occur during the daytime unless associated with irrigation check/repairs or with prior approval by the Projects Manager or designee.
9. Irrigation Technician shall provide irrigation personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment, and repair.
- a. This is to include:
    - i. Diagnosis and repair of controllers,





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- ii. Valve wires,
    - iii. Control valves,
    - iv. Lateral lines,
    - v. Gate valves,
    - vi. Main lines,
    - vii. Strainers,
    - viii. Pressure regulators,
    - ix. Backflow devices,
    - x. Moisture sensors,
    - xi. Master valves, and
    - xii. Electric pedestals.
  - b. Irrigation Technician shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.
10. Automatic controllers and/or enclosures shall be locked while unattended.
11. All controller enclosures must be painted in approved colors, as needed, to prevent rusting and maintain good appearance.
- a. System Maintenance: Once a year during the month of March, Irrigation Technician shall:
    - i. Wipe down the equipment in the irrigation controller cabinet to remove all dust and dirt,
    - ii. Clean all electrical connections,
    - iii. Install bait traps for control of ants,
    - iv. Replace batteries as required,
    - v. Clean and remove intruding soil in valve boxes and
    - vi. Replace gravel, as originally specified
12. Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently provided.
- a. Workmanship shall be performed in accordance with industry standards.
13. Irrigation Technician shall be responsible for regular monitoring of all systems and correcting for:
- a. Coverage,
  - b. Adjustment, and
  - c. Clogging of lines and other sprinkler components.
14. All irrigation systems shall be inspected and adjusted on a weekly basis or more frequently as required, considering the water requirements of each remote control valve.
- a. A written irrigation tracking sheet indicating the system location, date inspected, and watering schedule shall be submitted to the Projects Manager or designee at the end of each week.
15. Irrigation Technician shall observe and note deficiencies occurring from the original design of facilities and review these findings with the Projects Manager or designee so necessary improvements can be considered.



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16. All leaking or defective piping, valves, or other system components shall be repaired within twenty-four (24) hours of detection.
17. Contractor will keep system in operation by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressure.
  - a. This shall be accomplished by valve throttling pressure gaging.
    - i. The valves should be throttled to prevent sprinkler heads from fogging, allowing droplets for effective watering.
  - b. The Projects Manager or designee may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system
18. Contractor shall be responsible for periodic inspection of surface drains located within the landscaped areas.
  - a. These drains shall be checked to assure proper functioning.
  - b. Remove any debris or vegetation that might accumulate at the inlet and prevent proper flow of water

### **IV. TRASH REMOVAL AND DISPOSAL:**

1. The trash likely to be encountered during the course of cleaning includes but is not limited to:
  - a. Litter,
  - b. Trash,
  - c. Bio-waste and hypodermic needles,
  - d. Plastic and cardboard containers,
  - e. Plywood,
  - f. Wsed lumber,
  - g. Discarded furniture, and
  - h. Small appliances, toys and other household items
2. Remove and dispose of items listed above according to all applicable laws, codes, and requirements.
3. Note that trash removal is incidental to weed removal by either crew. It is included so that the areas looks clean after the weed removal work is completed.
4. Trash removal and disposal will be at the Contractors expense and must be included in the hourly price.

### **V. OPTIONAL AS-NEEDED: WEED ABATEMENT , DEBRIS REMOVAL , WEED SPRAYING SERVICES**

1. Crew Size: varies depending on need; City estimates, but does not guarantee or imply guarenteed hours per year for City-requested optional as-needed services.
2. All property (lots, channels, easements, alleys) designated by the City Projects Manager or Inspector and assigned to the contractor for weed abatement and cleaning



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shall be thoroughly cleaned of all weeds, grass, noxious growth, tree volunteers/shooters, trash, and rubbish in the following manner:

- a. These as needed cleaning and services will be compensated at the regular hourly rate on the appropriate Price List item.
  - i. All associated debris will be disposed of by Contractor and billed as an appropriate line item.
- b. All vegetation (weeds, grass) shall be cut or mowed to a height of not more than two (2) inches above the ground.
  - i. Vegetation cut or mowed shall be removed from the site.
- c. Trees with low hanging branches shall be trimmed to allow 7 feet of vertical clearance, as needed.
- d. Trees, hedges, bushes and/or vines shall be trimmed back to property line as to not obstruct the public right of way, as needed.
- e. City will issue a work order request for such work to be performed.
- f. Erosion control wattles (devices made of straw or wood) installed around the perimeter of fenced properties, shall be removed to allow for proper cleaning along the interior and exterior of the fence line.
  - i. Once cleaning is completed, Contractor shall replace wattles along the interior perimeter of the lot or as directed to by Projects Manager
- g. Removal and disposal of trash shall be billed as a separate line item. Pricing must be included in **Attachment A**.
  - i. These services include, but are not limited to:
    1. Removal of litter, vegetation, weeds, and construction debris
    2. Clear catch basins during winter rain and storms
    3. Fill sandbags
    4. Removal of homeless camp debris and rubbish.
- h. Contractor shall have the physical and technical ability, and sufficient staff to provide weed control and pesticide spraying as required by City.
  - i. Weed and pesticide spraying shall be performed in accordance with all applicable state and local regulations and laws.
  - ii. Weed and pesticide spraying shall be charged to the City according to pricing in **Attachment A**. Pricing shall include all labor and material costs.

## VI. OTHER PROVISIONS/ REQUIREMENTS

1. Contractor Data Entry for Maintenance Work
  - a. The City uses a public reporting APP (mySantaAna), or other designated APP, to record all work performed.
  - b. The Contractor will be required to utilize the City's computerized system (APP), or other system, to record ALL maintenance work performed for this contract.
  - c. The City will provide training and instruction to the Contractor on the use of the APP.
  - d. The Contractor will be required to obtain a cellular/Wi-Fi enabled electronic device,



## CITY OF SANTA ANA

cellular phone for each crew, to perform the required data entry in the field.

- i. The Contractor will be solely responsible for maintaining the device in working order to complete the required data entry for the City.
- e. The Contractor will be required to obtain a cellular internet data plan cost using one of the following carriers:
  - i. AT&T wireless,
  - ii. Verizon,
  - iii. T-Mobile or
  - iv. Sprint

### 2 Maintenance Function Checklist and Reports

- a. Daily Attendance Sign in Sheet: Provided by the Contractor on a daily basis by 7:30 am, including the signatures of each laborer and crew assignment, date, and hours to be worked.
  - i. Contractor shall update the hours worked if any laborer leaves early.
- b. Daily Work Report: Prepared by Contractor on a daily basis and specifies the work performed; date performed; and labor, materials and supplies used, and amount of trash and debris collected (measurement method to be agreed upon).
- c. Weekly Report
  - i. Due: Monday of every week
  - ii. Contents: Ensure that the report contains all the required and approved content, which may include, but not limited to:
    1. Description of work completed
    2. Description of the actual inspection, observation, repair and/or maintenance of landscaping, signage, lighting, streetscape, and graffiti
- d. Report Guidelines:
  - i. Submit records in the time required, in the method required, and on the forms required.
  - ii. Include any pertinent information or backup documentation with your reports.
  - iii. Monthly payment will not be made until reports are received by City.
- e. Documentation
  - i. Digital Photo Sampler Report
    1. Take a series of before-and-after photos of items, areas, or incidents that Contractor responds to as specified by City.
    2. Maintain these photos electronically and make them available for inspection by City at any time.
    3. Identify photos by location, description, etc. before or after, date and time of photo taken.

### 3 Meetings

- a. General Guidelines



## CITY OF SANTA ANA

- i. Document all meetings and ensure corresponding action list is generated, initiated, and completed by the time required.
  - b. Attendees
    - i. Project Manager and/or designee and Contract Supervisor must attend meetings, in person, with the Public Works management team.
  - c. Operational Meetings
    - i. Purpose: To address issues regarding:
      - 1. Upcoming events,
      - 2. Blackout dates,
      - 3. Scheduling; and
      - 4. Other issues of concern
    - ii. Held on: Third Thursday of every month or as specified
    - iii. Location: 220 S. Daisy, Santa Ana, CA 92703
  - d. Service Level Inspections
    - i. Provide an English-speaking Contract Supervisor to tour the contracted area with the Project Manager or his/her designee twice a month to determine compliance with the specifications and to discuss required work.
    - ii. Contractor's Supervisor must be authorized to sign documents and/or effect changes to the work being performed.
- 4. Contractor Employees
  - a. Regarding all Contractor Employees:
    - i. Ensure that all Contractor employees performing work in conjunction with this project are always courteous, professional, competent, and do not cause any undue disturbances.
    - ii. Ensure any employee who is determined by the Project Manager or his/her designee to be incompetent, working inefficiently, disorderly, intemperate or otherwise objectionable is immediately removed from work under this agreement and replaced with a satisfactory replacement.
    - iii. The City of Santa Ana is committed to a safe workplace. The Project Manager or his/her designee may direct Contract Supervisor to immediately remove any worker who is unfit for duty.
    - iv. Employees must present a neat, well-groomed appearance at all times.
    - v. Perform the work while minimizing disturbance to the citizens, residences, and businesses.
    - vi. Workers must have basic knowledge, experience, skills and abilities in general labor, custodial maintenance, landscaping maintenance, cleaning, trash handling, landscape care and street safety procedures to perform the scope of work requirements in accordance with the specifications at all times.
      - 1. Workers who do not demonstrate these capabilities shall be replaced at the request of the Project Manager or his/her designee.
- 5. Contract Supervisors and Laborers
  - a. Provide an English-speaking Contract supervisor and laborers who are fully trained and knowledgeable in all aspects of these requirements:



## CITY OF SANTA ANA

- i. Equipped with a working, fully-charged cellular phone, capable of taking and sending photos and emails, to enable immediate contact with Project Manager and/or designee.
  - b. Contract Supervisor and laborers must demonstrate skills including, but not limited to the following:
    - i. Basic principles of supervision, directing, planning, controlling, training and appropriate safety procedures.
    - ii. Contract Supervisor must be able to tour the Area with a Project Manager or his/her designee on an as-needed basis for the purpose of determining compliance with these specifications or to discuss required work.
    - iii. Contract Supervisor is responsible for ensuring the crews are accomplishing the scheduled work per the specifications.
6. Uniform and Safety Vests
  - a. Pay for and bear the maintenance cost of uniforms for all employees working on the project.
    - i. The uniforms must bear Contractor's company name.
  - b. The uniform must be worn as a complete unit and be fitted properly.
    - ii. The uniform must be maintained in a clean and neat order with no rips, tears, or permanent stains present.
  - c. Must wear identification and appropriate safety vest at all times, which must be furnished by the Contractor.
7. Vehicles and Equipment
  - a. Ensure that all contractor vehicles and equipment used in performing work in conjunction with this project are:
    - i. Mechanically and operationally sound;
    - ii. Have well-maintained exteriors;
    - iii. Clean;
    - iv. Have well-organized tool racks;
    - v. Bear Contractor's company name, which is to be visible on both sides of the vehicle;
    - vi. Have current California registrations and licenses
  - b. City of Santa Ana Public Works Agency authorized contractors will be **required to have identification signage on all vehicles at all times** while working in an official capacity for the City.
    - i. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition.
    - ii. All costs associated with the fabrication of such signage shall be borne by the contractor. Contact City Staff prior to ordering.

### Signage Type and Material Shall Be:

- Plastic with Magnetic Backing. Painted on Vehicle or similar (Taped Signs Not allowed).





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### Such Signage Shall State:

Authorized Contractor  
City of Santa Ana  
Public Works Agency  
and

- Name of Contractor and Contractor Telephone Number

### Signage Letter Minimum Size:

- 2-inches for: Authorized Contractor  
City of Santa Ana  
Public Works Agency
  - 1-inch for all other information
- Vehicles must have 360-degree operational warning lights or traffic notification light bars.
  - Have a suitable stake side compactor truck or trailer for hauling weeds, rubbish, and brush. Trucks should have sufficient capacity to minimize trips and maximize productivity; (typically a 2-ton capacity). The truck shall be equipped with an arrow board for lane closures.
  - Provide power and hand tools of sufficient quantity and quality to handle the job as specified. Examples of such tools are string trimmers (weed eaters), brush cutters, catch bags, sod cutters, loppers, handsaws, and various hand tools.
  - Provide and assure usage of appropriate safety equipment as required by Cal/OSHA for all hand crews, including, but not limited to hearing protection, dust masks, helmets, boots, gloves, goggles, chaps, shin guards).
  - Replace immediately, any equipment that does not meet the foregoing as may be determined by Project Manager and/or designee's sole discretion.
  - Ensure that all crews, equipment, and trash are secure in vehicles at all times.
8. Place of Business
- Maintain an office at a fixed location corresponding to current business license.
  - Maintain an assigned telephone number under Contractor's personal name or the legal company name.
9. Traffic Controls
- Maintain clear ingress and egress areas, sidewalks, vehicle travel lanes, driveways, and the like at all times unless immediate work prohibits such clearance
  - Inspect and identify any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon and keep a log indicating date inspected and action taken.
  - Notify the Project Manager or his/her designee immediately of any unsafe condition that requires major correction.
  - Cooperate fully with City in the investigation of any accidental injury or death occurring on the designated work areas, including a complete written report thereof to the Project Manager or his/her designee within five (5) days following the occurrence.



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- e. Most work should be performed without obstructing the flow of traffic whenever possible.
  - i. If lane closure is required, abide by WATCH manual.
- 10. Performance during inclement weather
  - During periods of inclement weather, i.e. rain/wind; Contractor's workforce shall accomplish work not affected by such weather, i.e. litter pick up/spent blossom removal, preventative maintenance, etc.
  - a. Contractor shall stake and re-tie trees as required.
  - b. Drains shall be checked and cleaned as necessary.
  - c. Contractor shall remove all branches and debris resulting from inclement weather.
  - d. Contractor may be required to perform additional clean-up tasks due to inclement weather.
- 11. Recycling
  - a. All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be recycled through composting or processing for use as mulch.
    - i. Organic waste cannot be taken to the landfill.
  - b. The names and addresses of the licensed green-waste composting or processing companies, and haulers, along with the tonnages used and receipts, shall be provided to the Projects Manager or designee in a monthly written report and an annual written report.
- 12. Disposal
  - a. At least 100% of all landscape debris will be disposed of through a landscape material recycling center or reused in some manner.
    - i. The Contractor shall dispose of all cuttings, weeds, leaves, trash, and other debris from the operation as work progresses.
    - ii. The City shall not be responsible for the disposal. C
    - iii. Contractor shall pay all disposal fees and provide documentation evidence of recycling to include location, tonnage, etc. on a monthly basis to the City.
    - iv. Contractor shall dispose of all trash and debris.
    - v. Contractor shall dispose of all landscape debris through a landscape material recycling center.
    - vi. Contractor shall pay all disposal fees and submit a copy of receipt as part of the landscape monthly reports.
  - b. **At no time is the Contractor permitted to use City dumpsters.**
- 13. Damage Repair
  - a. All damage incurred by the Contractor's operations shall be repaired or replaced in kind and size at the Contractor's expense.
  - b. Irrigation repairs shall be completed within twenty-four (24) hours using approved materials.
  - c. Non-irrigation repairs shall be completed within seven (7) working days and shall be repaired using only pre-approved materials.



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### 14. Vandalism

- a. Contractor shall be responsible for the labor to repair damaged landscaping caused by vandalism or vehicle accidents with material costs to be reimbursed by City.
  - i. The Contractor shall submit invoicing to establish cost of materials.

### 15. Holidays

#### **City Observed Holidays**

- a. The designated Contractor holidays for this contract shall be:
  - i. New Year's Day
  - ii. Martin Luther King Jr. Day
  - iii. President's Day
  - iv. Cesar Chavez Day
  - v. Memorial Day
  - vi. Independence Day
  - vii. Labor Day
  - viii. Veteran's Day
  - ix. Thanksgiving Day Holidays
  - x. Christmas Day Holidays

### 16. Penalties and Fines

- a. Failure to comply with specifications of contract or requests from the Projects Manager or designee and/or creating unnecessary delays, as determined by the Projects Manager or designee, may be cause for fines and penalties in the table below until said request(s) is completed.
  - i. This shall be deducted from routine monthly maintenance payments.

Table: Liquidated Damages

LN	VIOLATION	Amount
1	Failure to perform required/scheduled work: missed or late, in correct number of workers per contract, missed meetings without prior notification.	\$100.00 per occurrence per day
2	Safety violation and/or failure by Contractor to comply with the most current Work Area Traffic Control Manual (W.A.T.C.H.)	\$200.00 per occurrence
3	Failure to remove any significant amount of litter/debris (generated by crews) from work site same day as generated.	\$200.00 per occurrence
4	Blowing or sweeping debris onto private property, public streets, parking lots or into storm drains.	\$200.00 per occurrence
5	Failure to provide reports, schedules and other deliverables without notice and agreement by CR.	\$100.00 per occurrence



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### 17. Maintenance Frequency Schedule

FUNCTION	FREQUENCY
Turf Maintenance	
Mowing	Once/Week
Edging	Once/Week
Clipping Removal	Once/Week
String Trimming	Once/Week
Pest and Weed Control	Weekly
Visual Inspection	Weekly
Chemical Weed Control	As needed
Debris Removal	Once/Week
Ground Cover Maintenance	
Trim	Monthly
Pest and Weed Control	Weekly
Visual Inspection	Once/Week
Debris Removal	Once/Week
Shrub, Vine and Tree Maintenance	
Trim Shrubs	Monthly or sooner if needed
Trim Vines	Four (4) times a year
Visual Inspection	Once/Week
Debris Removal	Once/Week
Hardscape Maintenance	Weekly
Median with no/turf planting	Weekly
Debris Removal	Once/Week
Grounds Policing/Litter Removal	Once/Week
All other Areas	Every week



## CITY OF SANTA ANA

### EXHIBIT II

#### **SAMPLE AGREEMENT**

#### **CONSULTANT-AGREEMENT**

#### **CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

#### **RECITALS**

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

#### **1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit I**, attached hereto and incorporated by reference.

#### **2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

#### **3. TERM**

This Agreement shall commence on [enter a Start Date or "the date first written above"] for a **three (3) year term** with the option for the City to grant up to a **two (2) 1-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

#### **4. INDEPENDENT CONTRACTOR**



## CITY OF SANTA ANA

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### 5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### 6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.



## CITY OF SANTA ANA

**4. Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the City.**

#### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:





## CITY OF SANTA ANA

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

### **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.



## **CITY OF SANTA ANA**

### **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

### **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

### **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

### **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by



## CITY OF SANTA ANA

the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all



## CITY OF SANTA ANA

other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

### 19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, ----- Agency  
City of Santa Ana  
20 Civic Center Plaza (M-xx)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax:

To Contractor:

First & Last Name Title Consultant Firm Name Address City, State, Zip Fax:
---

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

### 20. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature herein below has the power,



## CITY OF SANTA ANA

authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

### ATTEST:

### CITY OF SANTA ANA

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
City Manager

### APPROVED AS TO FORM:

SONIA R. CARVALHO  
City Attorney

### CONSULTANT:

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(name)  
(title)

### RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Executive Director  
[INSERT] Agency



## CITY OF SANTA ANA

### EXHIBIT III

### MAINTENANCE SCHEDULES, MAPS, LOCATIONS

STREET MEDIANS AND ADJACENT AREAS/AMENITIES								
MONDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MEDIAN	MACARTHUR BLVD.	55 FWY TO FLOWER	Y	Y	Y	Y	Y	N/A
PLANTER/IVY/SDWK	MACARTHUR BLVD.	MAIN TO FLOWER NORTH SIDE	Y	Y	Y	Y	Y	N/A
PLANTER/IVY/SDWK	MACARTHUR BLVD.	MAIN TO FLOWER SOUTH SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	SEGERSTROM	FLOWER TO GREENVILLE	Y	Y	Y	Y	Y	N/A
MEDIAN	SEGERSTROM	SHELTON TO BRISTOL NORTH SIDE	Y	N/A	Y	Y	Y	N/A
MEDIAN	SEGERSTROM	HARBOR TO SANTA ANA RIVER	Y	Y	Y	Y	Y	N/A
PLANTER/ IVY	SEGERSTROM	GREENVILLE NORTH EAST CORNER	Y	Y	Y	Y	Y	N/A
MEDIAN	DYER	REDHILL TO FLOWER	Y	Y	Y	Y	Y	N/A
PLANTER/IVY/SDWK	MAIN STREET	SUNFLOWER TO NORTH OF MUPHY	Y	Y	Y	Y	Y	N/A
PLANTER/IVY/SDWK	SUNFLOWER	MAIN TO ROSS NORTH SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	SUNFLOWER TO COLUMBINE	Y	Y	Y	Y	Y	N/A
MEDIAN	GRAND AVE	DYER ROAD TO HOTEL TERRANCE	Y	Y	Y	Y	N/A	N/A
MEDIAN	MACARTHUR BLVD.	FLOWER TO FAIRVIEW	Y	Y	Y	Y	Y	N/A
MEDIAN	MACARTHUR BLVD.	RXR WEST OF SUSAN TO HARBOR	Y	Y	Y	Y	Y	N/A
MEDIAN	HARBOR BLVD.	MACARTHUR TO SEGERSTROM	Y	Y	Y	Y	Y	N/A
MEDIAN	BRISTOL ST	SUNFLOWER TO ALTON	Y	Y	Y	Y	Y	N/A
MEDIAN	PLAZA DR.	SUNFLOWER TO MACARTHUR	Y	Y	Y	Y	Y	N/A
MEDIAN	BEAR ST.	SUNFLOWER TO SEGERSTROM	Y	Y	Y	Y	Y	N/A
SIDEWALK	BEAR ST.	SEGERSTROM TO ALTON WEST SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	RAITT ST	SUNFLOWER TO MACARTHUR	Y	N/A	Y	Y	Y	N/A
MEDIAN	FAIRVIEW ST.	SUNFLOWER TO SEGERSTROM	Y	N/A	Y	Y	Y	N/A
SIDEWALK	FAIRVIEW ST.	SUNFLOWER TO MACARTHUR EAST SIDE	Y	N/A	Y	Y	Y	N/A
MEDIAN	MAIN ST	WARNER TO BROADWAY PL	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	OCCIDENTAL TO POMONA	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	OXFORD TO MCFADDEN	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	MYRTLE TO CHESTNUT	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	PINE TO 1ST STREET	Y	Y	Y	Y	Y	N/A
PLANTER/SIDEWALK	MAIN ST	WARNER TO 1ST STREET	Y	Y	Y	Y	Y	N/A
MEDIAN	MAIN ST	RUSSELL TO MCFADDEN AVE	Y	Y	Y	Y	Y	N/A
MEDIAN	MCFADDEN AVE	ORANGE TO MAIN	Y	Y	Y	Y	N/A	N/A
MEDIAN	MCFADDEN AVE	SUSAN TO DENNIS	Y	Y	Y	Y	N/A	N/A
PLANTER	ALTON PKWY	BEAR TO S SUSAN ST	Y	Y	Y	Y	Y	N/A
MEDIAN	RAITT ST	ADAMS ST - WARNER AV EAST SIDE	Y	Y	Y	Y	Y	N/A
PARKWAY	RAITT ST	MCFADDEN TO EDINGER - E/S	Y	Y	Y	Y	N/A	N/A
LINEAR PARK	LINCOLN	5 FWY TO 17TH STREET	Y	Y	Y	Y	N/A	N/A
PLANTER	LINCOLN	17TH TO FAIRVIEW	Y	Y	Y	Y	Y	N/A



## CITY OF SANTA ANA

STREET MEDIANS AND ADJACENT AREAS/AMENITIES								
TUESDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MEDIAN	WARNER AVE	REDHILL TO BROOKHOLLOW	Y	N/A	Y	Y	Y	N/A
MEDIAN	WARNER AVE	OLIVE TO SHELTON SOUTH SIDE	Y	N/A	Y	Y	N/A	N/A
MEDIAN	WARNER AVE	BRISTOL TO WEST OF FAIRVIEW	Y	Y	Y	Y	Y	N/A
MEDIAN	WARNER AVE	YALE TO SANTA ANA RIVER	Y	Y	Y	Y	N/A	N/A
MEDIAN	LINDA WAY	NORTH OF WARNER	Y	Y	Y	Y	N/A	N/A
MEDIAN	ST GERTRUDE	E/O RAITT	Y	Y	Y	Y	N/A	N/A
MEDIAN	EDINGER	55 FWY TO BRISTOL	Y	Y	Y	Y	N/A	N/A
MEDIAN	KILSON	EDINGER SOUTH OF	Y	Y	Y	Y	N/A	N/A
MEDIAN	KILSON	EDINGER NORTH OF	Y	Y	Y	Y	N/A	N/A
MEDIAN	EDINGER	BROADWAY TO FLOWER SOUTH SIDE	Y	Y	Y	Y	N/A	N/A
MEDIAN	EDINGER	FLOWER TO PARK SOUTH SIDE	Y	Y	Y	Y	N/A	N/A
MEDIAN	EDINGER	PARK TO BAKER SOUTH SIDE	Y	Y	Y	Y	N/A	N/A
MEDIAN	BROADWAY PL	WEST OF MAIN	Y	N/A	Y	Y	N/A	N/A
MEDIAN	ST ANDREW	RITCHEY TO LYON	Y	Y	Y	Y	N/A	N/A
SDK, PKWY, LP	BRISTOL ST	EDINGER AVE TO 1ST EASTSIDE	Y	Y	Y	Y	Y	N/A
SDK, PKWY, LP	BRISTOL ST	EDINGER AVE TO 1ST WEST SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	FAIRVIEW	EDINGER TO MCFADDEN	Y	Y	Y	Y	Y	N/A
MEDIAN	FAIRVIEW ST.	SEGERSTROM AVE TO HARVARD	Y	N/A	Y	Y	N/A	N/A
MEDIAN	FAIRVIEW ST.	SOUTH OF EDINGER	Y	N/A	Y	Y	N/A	N/A
MEDIAN	HARBOR BLVD.	SEGERSTROM AVE TO SANTA ANA RIVER	Y	N/A	Y	Y	N/A	N/A
MEDIAN	FAIRVIEW	EAST SIDE PENDLETON TO HARVARD	Y	N	Y	Y	N/A	N
MEDIAN	EDINGER	KAREN TO CORTA	Y	Y	Y	Y	N/A	N/A
MEDIAN	BRISTOL ST	EDINGER AVE TO 1ST	Y	Y	Y	Y	Y	N/A
MEDIAN	BRISTOL ST	SOUTH OF EDINGER	Y	N/A	Y	Y	N/A	N/A
MEDIAN	FAIRVIEW	MCFADDEN TO WILLITS	Y	Y	Y	Y	Y	N/A
MEDIAN	FAIRVIEW	WILLITS TO 1ST STREET	Y	Y	Y	Y	Y	N/A
MEDIAN	WILLITS	SULLIVAN TO FAIRVIEW - SIDE MEDIAN ON THE NORTH	Y	Y	Y	Y	N/A	N/A





# CITY OF SANTA ANA

## STREET MEDIANS AND ADJACENT AREAS/AMENITIES

WEDNESDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MEDIAN	TUSTIN	AT LENITA EAST SIDE	Y	Y	Y	Y	N/A	Y
MEDIAN	OAKMONT	NORTH OF SANTA CLARA	Y	Y	Y	Y	N/A	Y
MEDIAN	NORTH PARK BLVD.	FLOWER TO BROADWAY STREET	Y	Y	Y	Y	N/A	Y
MEDIAN	FLOWER ST.	17TH ST. TO PARK	Y	Y	Y	Y	N/A	Y
LINEAR PARK	FLOWER ST.	AT SANTIAGO CREEK BRIDGE NORTH WEST	Y	Y	Y	Y	N/A	Y
PKWY	MEMORY LANE	FLOWER TO BRISTOL SOUTH SIDE	Y	Y	Y	Y	Y	Y
PKWY	MEMORY LANE	FLOWER TO WESTWOOD NORTH SIDE	Y	Y	Y	Y	Y	Y
MEDIAN	1ST	BRISTOL TO MAIN	Y	Y	Y	Y	N/A	N/A
MEDIAN	1ST	TOWNSEND TO CENTER	Y	Y	Y	Y	N/A	N/A
MEDIAN	1ST	SULLIVAN TO FAIRVIEW	Y	Y	Y	Y	N/A	N/A
MEDIAN	1ST	SANTA ANA RIVER TO JACKSON	Y	Y	Y	Y	Y	N/A
MEDIAN	1ST	W/O HARBOR	Y	Y	Y	Y	N/A	N/A
MEDIAN	1ST	4920 WEST	Y	N/A	Y	Y	N/A	N/A
IVY/PLANTER	1ST	E/O SANTA ANA RIVER SOUTH SIDE	Y	Y	Y	Y	Y	N/A
IVY/PLANTER	1ST	E/O SANTA ANA RIVER NORTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	1ST	SOUTH SIDE SIDEWALK OVER BRIDGE	N/A	N/A	Y	Y	Y	N/A
SIDEWALK	1ST	NORTH SIDE SIDEWALK OVER BRIDGE	N/A	N/A	Y	Y	Y	N/A
SLOPE	1ST	SOUTH EAST SIDE OF BRIDGE	Y	Y	Y	Y	Y	N/A
SLOPE	1ST	NORTH WEST SIDE OF RIVERBED	Y	N/A	Y	Y	Y	N/A
MEDIAN	1ST	TUSTIN TO GRAND	Y	Y	Y	Y	N/A	N/A
MEDIAN	GRAND	1ST TO 4TH	Y	Y	Y	Y	Y	N/A
PKWY/SDWK	GRAND	1ST TO 4TH EAST SIDE	Y	Y	Y	Y	Y	N/A
PKWY/SDWK	GRAND	1ST TO 4TH, WEST SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	MCFADDEN AVE	MOHAWK TO HURON - SIDE MEDIAN ON THE SOUTH	Y	N/A	Y	Y	N/A	N/A
MEDIAN	MOHAWK	MCFADDEN TO CUBBON	Y	Y	Y	Y	N/A	N/A
MEDIAN	HIGHLAND	WEST OF FAIRVIEW	Y	Y	Y	Y	N/A	N/A
MEDIAN	WILLITS	WEST OF FAIRVIEW - NEIGHBORHOOD ENTRY	Y	Y	Y	Y	N/A	N/A
MEDIAN	MCFADDEN AVE	RITCHEY TO LYON RXR 20'	Y	N/A	Y	Y	N/A	N/A
MEDIAN	MCCLAY	GRAND EAST OF	Y	N/A	Y	Y	N/A	N/A
MEDIAN	RITCHEY	MCFADDEN TO WILSHIRE RXR 20'	Y	N/A	Y	Y	N/A	N/A
MEDIAN	CHESTNUT	AT LYON 3 LOCATIONS	Y	N/A	Y	Y	N/A	N/A
MEDIAN	LYON ST	AT NORMANDY RXR 20'	Y	N/A	Y	Y	N/A	N/A
MEDIAN	GRAND AVE	AT HUNTER RXR 20'	Y	Y	Y	Y	Y	N/A
MEDIAN	CHESTNUT AVE	AT SANTA FE	Y	N/A	Y	Y	N/A	N/A
PLANTER	LYON	SOUTH WEST CORNER PLANTER	Y	Y	Y	Y	N/A	N/A
MEDIAN	1ST	GRAND TO MAIN	Y	Y	Y	Y	N/A	N/A
MEDIAN	CABRILLO PARK	1ST TO 4TH	Y	Y	Y	Y	N/A	N/A
MEDIAN	TUSTIN AVE.	1400 NORTH TO 17TH ST.	Y	Y	Y	Y	N/A	N/A
MEDIAN	4TH STREET	55 FWY TO 5 FWY	Y	Y	Y	Y	N/A	N/A
MEDIAN	SANTA ANA BLVD	GRAND TO SANTIAGO	Y	Y	Y	Y	Y	N/A
MEDIAN	17TH ST.	55 FWY TO CABRILLO PKWY	Y	Y	Y	Y	N/A	N/A



## CITY OF SANTA ANA

STREET MEDIANS AND ADJACENT AREAS/AMENITIES								
THURSDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
LINEAR PARK	BRISTOL STREET	ST. ANDREW NORTH EAST	Y	Y	Y	Y	N/A	Y
LINEAR PARK	BRISTOL STREET	ST. ANDREW NORTH WEST	Y	Y	Y	Y	N/A	Y
LINEAR PARK/SDWK	BRISTOL STREET	NORTH OF WILSHIRE/ EASTSIDE	Y	Y	Y	Y	Y	Y
PKWY/SDWK	BRISTOL STREET	EDINGER TO PINE EAST SIDE	Y	Y	Y	Y	Y	Y
LINEAR PARK/SDWK	BRISTOL STREET	ELDER TO WALNUT WEST SIDE	Y	Y	Y	Y	Y	Y
LINEAR PARK/SDWK	BRISTOL STREET	PINE TO 1ST, EAST SIDE	Y	Y	Y	Y	Y	Y
LINEAR PARK/SDWK	BRISTOL STREET	WALNUT TO 1ST WEST SIDE	Y	Y	Y	Y	Y	Y
PKWY, LP SDWK	BRISTOL STREET	MCFADDEN TO 1ST EAST SIDE	Y	Y	Y	Y	Y	Y
PKWY, LP SDWK	BRISTOL STREET	MCFADDEN TO 1ST WEST SIDE	Y	Y	Y	Y	Y	Y
MEDIAN	FLOWER STREET	AT 10TH STREET	Y	Y	Y	Y	Y	Y
MEDIAN	FLOWER STREET	AT 15TH STREET	Y	Y	Y	Y	Y	Y
MONUMENT	FLOWER STREET	AT 17TH STREET	Y	Y	Y	Y	Y	Y
MEDIAN	17TH STREET	EUCLID TO FAIRVIEW STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	18TH STREET	CABRILLO PKWY TO FLOWER	Y	Y	Y	Y	N/A	N/A
MEDIAN	BRISTOL STREET	WASHINGTON TO 17TH STREET	Y	Y	Y	Y	Y	N/A
PKWY/ SDWK/ PLTR	BRISTOL STREET	WASHINGTON TO 17TH STREET EAST SIDE	Y	Y	Y	Y	Y	N/A
PKWY/SDWK/ PLTR	BRISTOL STREET	WASHINGTON TO 17TH STREET WEST SIDE	Y	Y	Y	Y	Y	N/A
BIKE LANE	BRISTOL STREET	WASHINGTON TO 17TH STREET EAST SIDE	N/A	N/A	Y	Y	N/A	N/A
BIKE LANE	BRISTOL STREET	WASHINGTON TO 17TH STREET WEST SIDE	N/A	N/A	Y	Y	N/A	N/A
MEDIAN	BRISTOL STREET	17TH TO RIVERGLEN	Y	Y	Y	Y	Y	N/A
PARKWAY	BRISTOL STREET	EAST SIDE 17TH TO 18TH	Y	Y	Y	Y	Y	N/A
PARKWAY	BRISTOL STREET	WEST SIDE, N/O 17TH	Y	Y	Y	Y	Y	N/A
MEDIAN	CABRILLO PARK	4TH TO 17TH STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	GRAND AVE	STAFFORD TO 14TH	Y	Y	Y	Y	N/A	N/A
MEDIAN	SANTIAGO STREET	6TH TO SANTA ANA BLVD	Y	Y	Y	Y	N/A	N/A
MEDIAN	BROADWAY	1ST TO 3RD STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	BROADWAY	4TH TO CIVIC CENTER DR.	Y	Y	Y	Y	N/A	N/A
MEDIAN	CIVIC CENTER DRIVE	SYCAMORE TO BROADWAY	Y	Y	Y	Y	N/A	N/A
MEDIAN	FLOWER STREET	1ST TO SANTA ANA BLVD	Y	Y	Y	Y	N/A	N/A
MEDIAN	4TH STREET	WEST OF TERMINAL RXR 20'	Y	N/A	Y	Y	N/A	N/A
MEDIAN	CABRILLO PARK DR	4TH TO 17TH STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	GRAND AVE	STAFFORD TO 14TH STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	SANTIAGO STREET	6TH TO SANTA ANA BLVD	Y	Y	Y	Y	N/A	N/A
MEDIAN	SANTA ANA BLVD	AT MORTIMOR, SOUTH SIDE	Y	Y	Y	Y	N/A	N/A
MEDIAN	SANTA ANA BLVD	AT PARTON STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	3RD STREET	AT BIRCH STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	4TH STREET	AT SYCAMORE STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	5TH STREET	AT SPURGEON	Y	Y	Y	Y	N/A	N/A
MEDIAN	17TH STREET	COLLEGE AVE TO FLOWER	Y	Y	Y	Y	N/A	N/A



# CITY OF SANTA ANA

STREET MEDIANS AND ADJACENT AREAS/AMENITIES								
FRIDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
PKWY	EDINGER AVE	VAN NESS - SOUTH SIDE	Y	N/A	Y	Y	Y	Y
PKWY	EDINGER AVE	SOUTH SIDE AT PARK EAST AND WEST	Y	N/A	Y	Y	Y	Y
PLANTER	EDINGER AVE	AT OLIVE (918 WEST EDINGER)	Y	Y	Y	Y	Y	Y
LINEAR PARK	MCFADDEN AVE	ORANGE SOUTH SIDE E/O	Y	Y	Y	Y	Y	Y
LINEAR PARK	MCFADDEN AVE	ORANGE SOUTH SIDE W/O	Y	Y	Y	Y	Y	Y
LINEAR PARK	OLD MCFADDEN	CYPRESS N/E - END OF CUL-DE-SAC	Y	Y	Y	Y	Y	Y
LINEAR PARK	OLD MCFADDEN	CYPRESS N/W - END OF CUL-DE-SAC	Y	Y	Y	Y	Y	Y
FRWY	17TH STREET	5 FWY OFFRAMP TO 5FWY	Y	Y	Y	Y	Y	Y
FRWY	SANTA ANA BLVD	GRAND AVE ON RAMP	Y	Y	Y	Y	Y	Y
FRWY	GRAND AVE	GRAND AVE ON RAMP	Y	Y	Y	Y	Y	Y
FRWY	PENN WAY	5 FWY OFF RAMP TO 17TH STREET	Y	Y	Y	Y	Y	Y
MEDIAN	PENN WAY	5 FWY TO 17TH	Y	N/A	Y	Y	N/A	Y
FREEWAY	MAIN STREET	5 FWY SOUTH BOUND ON RAMP, NORTH	Y	Y	Y	Y	Y	Y
FREEWAY	MAIN STREET	6 FWY SOUTH BOUND ON RAMP, SOUTH	Y	Y	Y	Y	Y	Y
MEDIAN	BRISTOL STREET	17TH TO RIVERGLEN	Y	Y	Y	Y	Y	N/A
PARKWAY	BRISTOL STREET	EAST SIDE 17TH TO 18TH STREET	Y	Y	Y	Y	Y	N/A
PARKWAY	BRISTOL STREET	WEST SIDE N/O 17TH STREET	Y	Y	Y	Y	Y	N/A
MEDIAN	HARBOR BLVD	1ST TO WESTMINSTER	Y	Y	Y	Y	N/A	N/A
MEDIAN	BRISTOL STREET	1ST TO 10TH	Y	Y	Y	Y	N/A	N/A
PKWY/SDWK/PLTR	BRISTOL STREET	1ST TO CIVIC CENTER DRIVE, EAST SIDE	Y	Y	Y	Y	Y	N/A
PKWY/SDWK/PLTR	BRISTOL STREET	1ST TO CIVIC CENTER DRIVE, WEST SIDE	Y	Y	Y	Y	Y	N/A
MEDIAN	FAIRVIEW STREET	1ST TO NORTH OF 9TH STREET	Y	Y	Y	Y	N/A	N/A
MEDIAN	HARBOR BLVD	1111 SOUTH TO 1ST	Y	Y	Y	Y	Y	N/A
MEDIAN	MEMORY LANE	FLOWER TO WESTWOOD	Y	Y	Y	Y	Y	N/A
PLANTER	MEMORY LANE	AT LOWELL LANE (SE & SW )	Y	Y	Y	Y	N/A	N/A
MEDIAN	MEMORY LANE	AT PACIFIC	Y	N/A	Y	Y	N/A	N/A
MEDIAN	MEMORY LANE	MEMORY LN TO RIVERGLEN LN	Y	Y	Y	Y	N/A	N/A
MEDIAN	MEMORY LANE	HESPERIAN TO N/O 22 FWY	Y	N/A	Y	Y	Y	N/A
SDWK	MEMORY LANE	22 FWY TO NCL WEST SIDE	Y	Y	Y	Y	Y	N/A
PLANTER	PARK LANE	WEST OF BRISTOL STREET	Y	Y	Y	Y	Y	N/A
SIDEWALK	BRISTOL STREET	SANTIAGO CREEK TO MEMORY LANE EAST SIDE	Y	Y	Y	Y	Y	N/A
PLANTER	FLOWER STREET	NORTH CITY CLIMIT - JUST NORTH OF ORANGE ROAD	Y	Y	Y	Y	Y	N/A
MEDIAN	HATHAWAY	NORTH OF SANTA CLARA AVENUE	Y	Y	Y	Y	NA	NA
MEDIAN	MAIN STREET	AT DISCOVERY SCIENCE CENER - WALKE/ SANTAIGO PARK	Y	N/A	Y	Y	N/A	N/A
MEDIAN	MAIN STREET	BUFFALO TO NCL	Y	Y	Y	Y	N/A	N/A
MEDIAN	MEMORY LANE	EAST OF MAIN TO NORTH CITY LIMIT	Y	Y	Y	Y	NA	NA
MEDIAN	PARK LN	EAST OF SANTIAGO	Y	Y	Y	Y	NA	NA



## CITY OF SANTA ANA

RIGHT OF WAY LOCATIONS: MONUMENTS, TRAFFIC CALMING DEVICES, BIKE LANES, MISC.								
MONDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
SIDEWALK	SUNFLOWER	FLOWER TO STEVENS/ FLOOD CHANNEL	Y	N/A	Y	Y	Y	N/A
MONUMENT	MACARTHUR	FLOWER NORTHWEST CORNER	Y	Y	Y	Y	Y	N/A
MONUMENT	MACARTHUR	FLOWER SOUTHWEST CORNER	Y	Y	Y	Y	Y	N/A
SIDEWALK	MACARTHUR	FLOWER TO TOWNER NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	MACARTHUR	FLOWER TO BOMO KORAL PARK SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	MACARTHUR	BEAR TO RAITT SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	MACARTHUR	GRISSET PARK TO GREENVILLE SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	MACARTHUR	FAIRVIEW TO GREENVILLE SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	EAST AND WEST OF ROSEWOOD SOUTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	W/O BRISTOL TO GREENVILLE SOUTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	EAST OF THORTON PARK TO BRISTOL NORTH SIDE	Y	Y	Y	Y	Y	N/A
MONUMENT	SEGERSTROM	RAITT NORTH WEST CORNER	Y	Y	Y	Y	Y	N/A
MONUMENT	SEGERSTROM	DOUGLAS SOUTH EAST CORNER	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	HARBOR TO SANTA ANA RIVER SOUTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	SOUTHSIDE WEST OF RAITT	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	DOUGLAS TO RAITT NORTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	CRODDY TO SANTA ANA RIVER NORTH SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	SEGERSTROM	RAITT TO GREENVILLE NORTH SIDE	Y	Y	Y	Y	Y	N/A



# CITY OF SANTA ANA

RIGHT OF WAY LOCATIONS: MONUMENTS, TRAFFIC CALMING DEVICES, BIKE LANES, MISC.								
TUESDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
SDWK	WARNER	BRISTOL TO FLOWER NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	WARNER	PACIFIC TO FAIRVIEW SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	WARNER	RENE TO RAITT NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	WARNER	CENTER TO W/O EVERGLADE NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	WARNER	HARBOR TO SANTA ANA RIVER NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	WARNER	HARBOR TO SANTA ANA RIVER SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
MONUMENT	ST ANDREW	1237 WEST SAINT ANDREW	Y	Y	N/A	Y	N/A	N/A
MONUMENT	ST ANDREW	1238 WEST ST. ANDREW	Y	Y	N/A	Y	N/A	N/A
SDWK	EDINGER	MINNIE TO CYPRESS NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	EDINGER	CEDAR TO MAPLE SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	EDINGER	BROADWAY TO FLOWER NORTH SIDE	Y	Y	Y	Y	Y	N/A
I/Y	EDINGER	BROADWAY TO FLOWER	Y	Y	Y	Y	Y	N/A
PLANTER	EDINGER	MAGNOLIA N/E C/O	Y	Y	Y	Y	N/A	N/A
SDWK	EDINGER	FLOWER TO MAGNOLIA NORTH SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	EDINGER	NEWHOPE TO GENOA NORTH SIDE	Y	Y	Y	Y	Y	N/A
SDWK	FAIRVIEW ST.	HARVARD TO POMONA EAST SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	FAIRVIEW ST.	HARVARD TO CENTENNIAL ROAD WEST SIDE	Y	N/A	Y	Y	Y	N/A
SIDEWALK	FAIRVIEW ST	MCFADDEN TO EDINGER WEST SIDE	Y	Y	Y	Y	Y	N/A
SIDEWALK	FAIRVIEW ST	EDINGER TO 1ST EAST SIDE	Y	Y	Y	Y	Y	N/A
PLANTER	EDINGER	AT MOHAWK TO SANTA ANA RIVER (NEIGHBORHOOD ENTRANCE)	Y	Y	Y	Y	Y	N/A
PLANTER	EDINGER	AT FLOWER	Y	Y	Y	Y	Y	N/A
PLANTER	ST ANDREW	N/E BROADWAY	Y	Y	Y	Y	Y	N/A
PLANTER	ST ANDREW	S/E BROADWAY	Y	Y	Y	Y	Y	N/A
PLANTER	SOUTH GARNSEY	2148 SOUTH GARNSEY	Y	Y	Y	Y	Y	N/A
T CIRCLE/BULBOUT	ORANGE	AT ANAHURST	Y	N/A	Y	Y	N/A	N/A
T CIRCLE/BULBOUT	ORANGE	AT OCCIDENTAL	Y	N/A	Y	Y	N/A	N/A
T CIRCLE/BULBOUT	ORANGE	AT POMONA	Y	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	WARNER	AT BROADWAY	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	WARNER	AT BIRCH	N/A	N/A	Y	Y	N/A	N/A
PLANTER	EDINGER	302 W EDINGER	Y	Y	Y	Y	Y	N/A
TRAFFIC CIRCLE	BUSH	AT 3RD	Y	Y	Y	Y	Y	N/A
TRAFFIC CIRCLE	BUSH	AT 8TH	Y	Y	Y	Y	Y	N/A
T/CIRCLE/BULB OUT	BUSH	AT 9TH	Y	Y	Y	Y	Y	N/A
BULB OUTS	BUSH	AT 10TH	Y	Y	Y	Y	Y	N/A
TRAFFIC CIRCLE	BUSH	AT 12TH	Y	Y	Y	Y	Y	N/A
TRAFFIC CIRCLE	BUSH	AT 16TH	Y	Y	Y	Y	Y	N/A



## CITY OF SANTA ANA

RIGHT OF WAY LOCATIONS: MONUMENTS, TRAFFIC CALMING DEVICES, BIKE LANES, MISC.								
WEDNESDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
BIKE LANE	EDINGER	BRISTOL TO THE RIVERBED	Y	Y	Y	Y	N/A	N/A
BULB OUT	BISHOP	939 WEST	Y	Y	Y	Y	N/A	N/A
BULB OUT	BISHOP	ACROSS FROM 939 WEST	Y	Y	Y	Y	N/A	N/A
BULB OUT	BISHOP	1017 WEST	Y	Y	Y	Y	N/A	N/A
BULB OUT	BISHOP	1026 WEST	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	BISHOP	AT SHELTON	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	BISHOP	AT BAKER	Y	Y	Y	Y	N/A	N/A
BIKE LANE	EDINGER	BRISTOL TO THE RIVERBED	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	WILLITS	AT PACIFIC	Y	Y	Y	Y	N/A	N/A
TRAFFIC DIVERTER	PACIFIC	AT MYRTLE	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	PACIFIC	AT WALNUT	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	PACIFIC	AT RICHLAND	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	PACIFIC	AT WISTERIA	Y	Y	Y	Y	N/A	N/A
BIKE LANE	EDINGER	BRISTOL TO THE RIVERBED	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	SHELTON	AT MYRTLE	Y	Y	Y	Y	N/A	N/A
TRAFFIC CIRCLE	SHELTON	AT HIGHLAND	Y	Y	Y	Y	N/A	N/A
TRAFFIC DIVERTER	FLOWER	AT BORCHARD	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	FLOWER	AT WILSHIRE	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	FLOWER	AT RUSSELL	N/A	N/A	Y	Y	N/A	N/A
BIKE LANE	EDINGER	BRISTOL TO THE RIVERBED	Y	Y	Y	Y	N/A	N/A
TRAFFIC DIVERTER	MCFADDEN	AT GARNSEY	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	MCFADDEN	AT PARTON	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	MCFADDEN	AT VAN NESS	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	MCFADDEN	AT ROSS	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	MCFADDEN	AT BIRCH	N/A	N/A	Y	Y	N/A	N/A



## CITY OF SANTA ANA

RIGHT OF WAY LOCATIONS: MONUMENTS, TRAFFIC CALMING DEVICES, BIKE LANES, MISC.								
THURSDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MONUMENTS	MCFADDEN	AT CEDAR WEST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	MCFADDEN	AT CEDAR EAST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	CYPRESS	AT WALNUT WEST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	CYPRESS	AT WALNUT EAST SIDE	Y	Y	Y	Y	N/A	N/A
SIDEWALK	MCFADDEN	FAIRVIEW TO SUSAN SOUTH SIDE	Y	Y	Y	Y	Y	N/A
SLOPE	MCFADDEN	E/O SANTA ANA RIVER SOUTH SIDE SLOPE	Y	N/A	Y	Y	Y	N/A
SLOPE	MCFADDEN	E/O SANTA ANA RIVER NORTH SIDE SLOPE	Y	N/A	Y	Y	Y	N/A
SDWK	MCFADDEN	NEWHOPE TO SHANNON SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	MCFADDEN	NEWHOPE TO W/O 4117 - NORTH SIDE	Y	N/A	Y	Y	Y	N/A
BULB OUT	CIVIC CENTER	AT FRENCH WEST SIDE	Y	Y	Y	Y	Y	N/A
BULB OUT	CIVIC CENTER	AT FRENCH EAST SIDE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT MINTER, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT LACY, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT GARFIELD, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT POINSETTIA, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT SANTIAGO, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
MONUMENTS	FRENCH STREET	AT CIVIC CENTER DRIVE	Y	Y	Y	Y	Y	N/A
MONUMENTS	10TH STREET	AT SPURGEON STREET	Y	N/A	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT BUSH STREET	Y	Y	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT LOUISE STREET	Y	Y	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT OLIVE STREET	Y	Y	Y	Y	Y	N/A





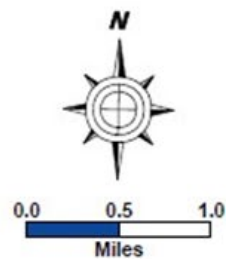
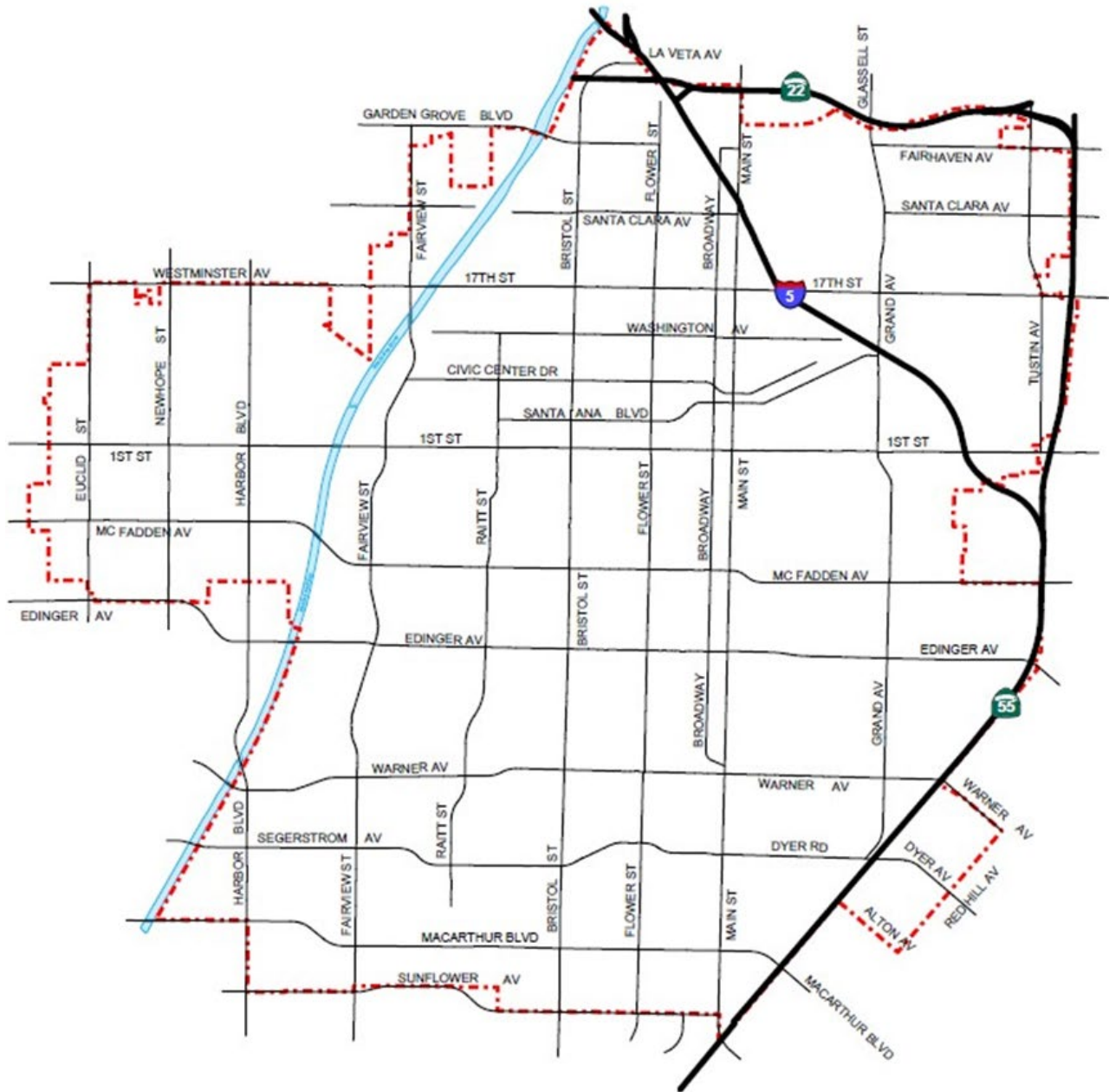
# CITY OF SANTA ANA

RIGHT OF WAY LOCATIONS: MONUMENTS, TRAFFIC CALMING DEVICES, BIKE LANES, MISC.								
FRIDAY								
CODE	WORKSITE	LOCATION	WEEDED	TRIMMED	BLOWN	TRASH	SIDEWK	MOWED
MONUMENTS	MCFADDEN	AT CEDAR WEST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	MCFADDEN	AT CEDAR EAST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	CYPRESS	AT WALNUT WEST SIDE	Y	Y	Y	Y	N/A	N/A
MONUMENTS	CYPRESS	AT WALNUT EAST SIDE	Y	Y	Y	Y	N/A	N/A
SIDEWALK	MCFADDEN	FAIRVIEW TO SUSAN SOUTH SIDE	Y	Y	Y	Y	Y	N/A
SLOPE	MCFADDEN	E/O SANTA ANA RIVER SOUTH SIDE SLOPE	Y	N/A	Y	Y	Y	N/A
SLOPE	MCFADDEN	E/O SANTA ANA RIVER NORTH SIDE SLOPE	Y	N/A	Y	Y	Y	N/A
SDWK	MCFADDEN	NEWHOPE TO SHANNON SOUTH SIDE	Y	N/A	Y	Y	Y	N/A
SDWK	MCFADDEN	NEWHOPE TO W/O 4117 - NORTH SIDE	Y	N/A	Y	Y	Y	N/A
BULB OUT	CIVIC CENTER	AT FRENCH WEST SIDE	Y	Y	Y	Y	Y	N/A
BULB OUT	CIVIC CENTER	AT FRENCH EAST SIDE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT MINTER, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT LACY, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT GARFIELD, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT POINSETTA, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
T/CIRCLE/ BULB OUT	CIVIC CENTER	AT SANTIAGO, 4 CORNERS AND CIRCLE	Y	Y	Y	Y	Y	N/A
MONUMENTS	FRENCH STREET	AT CIVIC CENTER DRIVE	Y	Y	Y	Y	Y	N/A
MONUMENTS	10TH STREET	AT SPURGEON STREET	Y	N/A	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT BUSH STREET	Y	Y	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT LOUISE STREET	Y	Y	Y	Y	Y	N/A
MONUMENTS	WASHINGTON AVENUE	AT OLIVE STREET	Y	Y	Y	Y	Y	N/A
BIKE LANE	HAZARD	HARBOR TO WEST CITY LIMIT	Y	Y	Y	Y	Y	N/A
MONUMENT	SANTIAGO	AT 20TH	Y	Y	Y	Y	N	N/A
PLANTER	FAIRHAVEN	WEST OF EASTWOOD AT RAIL ROAD TRACKS - DEAD END CULDESAC	Y	Y	Y	Y	Y	N/A
MONUMENT	EDGEWOOD	EAST OF MAIN, NORTHSIDE	Y	Y	Y	Y	N/A	N/A
MONUMENT	EDGEWOOD	EAST OF MAIN SOUTHSIDE	Y	Y	Y	Y	N/A	N/A
MONUMENT	EDGEWOOD	AT MAIN EAST SIDE	Y	Y	Y	Y	Y	N/A
MONUMENT	BUSH	EDGEWOOD AND BUSH	Y	Y	Y	Y	N/A	N/A
BIKE LANE	HAZARD	HARBOR TO WEST CITY LIMIT	Y	Y	Y	Y	Y	N/A
PLANTER	ENGLISH	AT 15TH	Y	Y	Y	Y	Y	N/A
PLANTER	LOUISE	SOUTH OF 17TH	Y	Y	Y	Y	Y	N/A
PLANTER	WASHINGTON	EAST OF HARBOR	Y	Y	Y	Y	N/A	N/A
MONUMENTS	JACKSON	N/E C/O 1ST	Y	N/A	Y	Y	N/A	N/A
MONUMENTS	JACKSON	N/W C/O 1ST	Y	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	5TH	AT TOWNSEND	N/A	N/A	Y	Y	N/A	N/A
TRAFFIC DIVERTER	CELESTE	AT WEST	N/A	N/A	Y	Y	N/A	N/A
BIKE LANE	HAZARD	HARBOR TO WEST CITY LIMIT	Y	Y	Y	Y	Y	N/A
MONUMENT	BROADWAY	5 FRY TO SANTA CLARA	Y	Y	Y	Y	N/A	N/A
MONUMENT	SANTA CLARA AVENUE	AT BROADWAY	Y	Y	Y	Y	Y	N/A
MONUMENT	19ST STREET	AT BROADWAY	Y	Y	Y	Y	Y	N/A
MONUMENT	19ST STREET	AT JEFFERSON PLACE	Y	Y	Y	Y	Y	N/A
BIKE LANE	HAZARD	HARBOR TO WEST CITY LIMIT	Y	Y	Y	Y	Y	N/A
PLANTER	MEMORY LANE	AT LOWELL LANE (SE & SW)	Y	Y	Y	Y	N/A	N/A
PLANTER	TOWNER STREET	NORTH OF SANTA CLARA AVENUE	Y	Y	Y	Y	N/A	N/A
PLANTER MEDIAN	LOWELL LANE	AT SANTA CLARA AVENUE	Y	Y	Y	Y	Y	N/A
MONUMENT	SANTA CLARA AVENUE	AT BRISTOL STREET	Y	Y	Y	Y	Y	N/A
PLANTER	FLOWER ST.	NORTH CITY CLIMIT - JUST NORTH OF ORANGE ROAD	Y	Y	Y	Y	Y	N/A



## CITY OF SANTA ANA

# City of Santa Ana





## CITY OF SANTA ANA

### ATTACHMENT A

#### PROPOSER'S CERTIFICATION, PROPOSAL PRICING

### CITY OF SANTA ANA REQUEST FOR PROPOSALS MEDIAN AND RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**PROPOSER'S STATEMENT:** I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

#### MEDIAN AND RIGHT OF WAY LANDSCAPING MAINTENANCE SERVICES PRICING

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT QUANTITY	UNIT PRICE	EXTENDED TOTAL PRICE
1.	Landscape Maintenance Crew-Laborer (2,000 Hours)	12	Hour	24,000	\$	\$
2.	Irrigation Technician (2,000 Hours)	2	Hour	4,000	\$	\$
<b>TOTAL BASE CONTRACT AMOUNT (ADD ITEMS 1 &amp; 2)</b> <b>NOTE : RFP AWARD WILL BE BASED ON THE TOTAL BASE CONTRACT AMOUNT</b>						\$
<b>ADDITIONAL AS-NEEDED: WEED ABATEMENT, DEBRIS REMOVAL &amp; WEED/PESTICIDE SPRAYING SERVICES</b>						
4.	Weed Abatement & Debris Removal Crew – Laborer (2,000 Hours)	1	Hour	2,000	\$	\$
5.	Weed Abatement & Debris Disposal Charge	N/A	TON	N/A	N/A	\$
6.	Weed Spraying – Streets, Gutters, Sidewalks, Alleys, Channels, Easements	1	Hour	2,000	\$	\$
7.	Tree Trunk Pesticide Spraying for Aphids	1	Tree	1,000	\$	\$



## CITY OF SANTA ANA

---

LEGAL NAME OF COMPANY

---

PHONE AND FAX NUMBERS

---

BUSINESS ADDRESS

---

PRINTED NAME OF AUTHORIZED AGENT

---

TITLE

---

SIGNATURE OF AUTHORIZED AGENT      DATE

---

E-MAIL ADDRESS

---

FEDERAL ID NUMBER (IF APPLICABLE)

---

CONTRACTOR LICENSE NUMBER  
(IF APPLICABLE)

---

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT B

### REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. **Contracts listed must have a minimum award amount of \$100,000 per year in order to be used as references.** The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### REFERENCE

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

#### REFERENCE

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

#### REFERENCE

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT C

### PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm \_\_\_\_\_

Signed and Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**





## CITY OF SANTA ANA

### ATTACHMENT E

#### NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



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or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT G SUBCONTRACTOR DESIGNATION FORM

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid. Additional sheets may be attached if needed.

Subcontractor Name:	Location:
Portion of Work/Trade:	Bid Amount
Contractor's License Number	DIR Registration No.
Subcontractor Name:	Location:
Portion of Work/Trade:	Bid Amount:
Contractor's License No:	DIR Registration No:
<input type="checkbox"/> Contractor will not be subcontracting any portion of work.	