

MAINTENANCE SERVICES AGREEMENT
[Tot-Lot Engineered Wood Fiber Replenish Program (Bid No. 24-25.16)]

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2025 by and between the CITY OF ORANGE, a municipal corporation (“City”) and TURBOSCAPE, INC., a California corporation (“Contractor”), who agree as follows.

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

David Nobbs, Parks Maintenance Supervisor (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor’s total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED FORTY THOUSAND DOLLARS and 00/100 (\$140,000.00) without the prior written authorization of City.

b. The compensation for services performed under this Agreement shall be paid as specified in Exhibit “B”.

c. The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such an assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Term.** The term of this Agreement shall be for four (4) years, commencing on July 1, 2025, and ending on June 30, 2029.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Damages.** If the Contractor does not perform the work in question within the time specified in the notice to proceed or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work or services to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. In the even the Contractor does not perform the work in question, the City has no obligation to pay the contractor for work not performed.

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the general liability insurance or commercial general liability policy. An additional endorsement naming the City of Orange as Additional Insured shall be provided to City along with the certificate of insurance.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with Laws/Background.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. The work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

f. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. All personnel performing any services to City under this Contract shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel performing services under this Contract is listed on the National Sex Offender Public Registry ("NSOPR"). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Contract are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor

shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract.

i. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Turboscape, Inc.
PO Box 1062
Lake Elsinore, CA 92531
Attn: Rebecca Metoyer

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: David Nobbs

Telephone: 866-887-2672
E-Mail: rebecca@turboscape.com

Telephone: 714-532-6468
E-Mail: dnobbs@cityoforange.org


25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.


[Signatures on the next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

TURBOSCAPE, INC., a California corporation

*By: 
Printed Name: Clint Hannon
Title: President

*By: 
Printed Name: Rebecca Metoyer
Title: Office Manager / Secretary

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

- *NOTE:**
- The City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

Turboscape, Inc.

Company Name (Bidder)

BID

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 24-25.16; TOT-LOT ENGINEERED WOOD FIBER REPLENISH PROGRAM**, the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work on under the contract **at the direction of the contract administrator** after the date of issuance by City of Orange of a Notice to Proceed, and complete said work for within four years from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this bid is _____ (\$_____)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City of any other authorized entity or agency).

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be exercised in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

PROJECT DESCRIPTION:

The City of Orange, CA, a Municipal Corporation, is inviting informal bids for a 4-year agreement to provide Certified Engineered Tot-Lot Wood Fiber, also known as wood chips to twelve (12) Playground Sites on an as needed basis per request of City's contract administrator.

GENERAL PROVISIONS:

1. NOTE: All construction work shall be performed in adherence to the City of Orange Public Works Standard Plans and Specifications (available at the Public Works counter for NON-REFUNDABLE charge of \$12.00 (\$15.00 if mailed) and the current edition of the "Green Book" for 'Standard Specifications for Public Works Construction'.
2. Contractor shall, at all times, carry valid insurance which meets all City of Orange insurance requirements as outlined in Attachment No.1.
3. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
4. The contractor is responsible for carrying all pertinent licenses/permits for accomplishing this work.
5. All maintenance work shall conform to the specifications contained in the Request for Bids and any subsequent Agreements.
6. Contractor shall be required to provide a \$1,000.00 deposit for use of a City water meter on a City fire hydrant if required. The Contractor shall be charged \$2.00/day for water meter rental and shall be responsible for all water charges associated with project.
7. Working hours will be per City of Orange ordinance. Weekend work will only take place with permission from the City of Orange.

SCOPE OF WORK AND PROJECT SPECIFICATIONS:

SITE PREPARATION:

1. Supply all equipment and labor necessary for the described work within this Request For Bids (RFB).
2. The contractor is responsible for making himself familiar with all existing site conditions at the various Park sites within the City of Orange including all ingress/egress access and all amenities that are to be protected, as well as existing plant material that is to be protected in place.
3. At the conclusion of each day's work, the contractor shall remove all tools and equipment from the project site. The project site shall be left each day in a clean, neat and safe condition.

SCOPE OF WORK:

1. Blow-in Installation required (from street) as requested by City's contract administrator.
2. Replenishment at each tot lot to occur every year based on need. First year, it is anticipated that approximately 800 cu yds. will be needed in the Spring. Additionally, approximately 600 to 800 cu yds. will be needed in each of the years two through four.
3. Provide cubic yard cost for material to include installation (including any applicable taxes or fees.).
4. No driving within parks, tot lots are located within 200' of streets or parking lots, with one exception where park access will be possible. Communication and coordination with City's contract administrator will be required for this effort.
5. Four (4) year replenishing program - Agreement period - July 1, 2025 through June 30, 2029.
6. Chips to meet all CPSC, ADA, and ASTM Standards; contractor to provide 1qt size Ziploc sample with bid proposal. Product certification to be submitted with bid. Chips should be free of foreign

material, pests or other matter not consistent with or conducive to healthy human contact and play activity.

7. Delivery of Chips to occur within two calendar weeks of placement of order.
8. Certification of above standards to be provided with each invoice.

SPECIAL INSTRUCTIONS:

1. The contractor is responsible for the repair of any existing site amenities, concrete, landscape, irrigation lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange.
2. Any damages to City or residential property resulting from the contractor's work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
3. If/when street closures are required in completion of this work; the contractor must first gain permission from the City of Orange.
4. The contractor is required to provide and post appropriate signage directing/re-directing any and all pedestrian traffic in appropriate directions, per City of Orange.
5. The contractor is required to provide with the submittal of Bid not less than 3 references indicating:
 - A description of work including location/address and approximate cost of job.
 - A contact name and phone number for City of Orange staff to call and verify work.
 - Work references must demonstrate commensurate/equal type of experience and skill.
6. The contractor is required to provide the name, title and telephone number of the individual to whom correspondence and communication should be directed during the duration of this work. Said individual is to have full knowledge of this work and the ability to consult/discuss with the City.
7. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.

PROJECT SITES:

(12) Twelve City of Orange Park Sites:

Address:

Hart Park (6,080 sq. ft.)	701 S. Glassell St., Orange, CA 92866
McPherson Athletic Center (9,000 sq. ft.)	333 S. Prospect Avenue, Orange, CA 92869
La Veta Park (5,760 sq. ft.)	3705 E. La Veta Avenue, Orange, CA 92867
Santiago Hills Park (3,560 sq. ft.)	8040 E. White Oak Ridge, Orange, CA 9286
Handy Park (5,695 sq. ft.)	2143 E. Oakmont Avenue, Orange, CA 92867
Grijalva Park (6,560 sq. ft.)	368 N. Prospect Avenue, Orange, CA 92869
Eisenhower Park (8,600 sq. ft.)	2864 N. Tustin St., Orange, CA 92865 (2 tot lots)
Olive Park (3,450 sq. ft.)	2841 N. Glassell St., Orange, CA 92865
Shaffer Park (9,828 sq. ft.)	1930 N. Shaffer St., Orange, CA 92865
Belmont Park (4,125 sq. ft.)	4536 E. Via Escola Avenue, CA 92865

El Camino Real Park (2,600 sq. ft.)

400 N. Main St., Orange, CA 92868

Killefer Park (3,480 sq. ft.)

615 N. Lemon St., Orange, CA 92866

Estimated total sq. ft. of all tot lots = 68,738 sq. ft.

TIMELINE (APPROXIMATE):

- | | |
|--|--------------------------------|
| 1. Deadline for questions regarding project/RFB: | February 20, 2025 by 2:00 p.m. |
| 2. Bids due/bid opening: | March 6, 2025 by 2:00 pm. |
| 3. Presentation to City Council: | May 27, 2025 |
| 4. Notice to Proceed: | TBD |
| 5. Work to be completed by: | TBD |

All questions, requests for clarification, and comments shall be sent to the City by e-mail, and must be clearly titled "Written Questions". All such e-mails shall be sent to Dave Nobbs, Parks Maintenance Supervisor, at dnobbs@cityoforange.org by February 20, 2025 by 2:00 p.m. The City shall not be responsible for its failure to respond to e-mail questions that have not been titled as such, and that have not been sent directly to Mr. Nobbs.

The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services and is to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

BID SUBMISSION:

Provide response to the above REQUEST FOR BIDS on attached Bid Sheet and return all pages of the Request for Bids including the scope and specification sections. Bids must be received by the City Clerk's Office by **2:00 P.M. on March 6, 2025** via Electronic Bid Submission, or at the City of Orange, City Clerk's Office located at: **300 East Chapman Avenue, Orange CA 92866**.

OPTION 1:

Electronic Bids may be submitted through the following link at [Electronic Bid Submissions](#) and must include all required attachments listed in the Request for Bid document. 1-6.1.3

Procedure for Proposal Submittal

Each bid shall be made on blank proposal forms provided by the City of Orange and shall be accompanied with a certified or cashier's check or a bid bond for not less than 10% of the amount of bid, made payable to the City of Orange. For electronic bid submittals, wet signed bid bond shall be submitted to the City and must be received no later than five (5) calendar days following the bid opening deadline. No proposal shall be considered unless this requirement is met. Within seven (7) calendar days following the bid opening deadline, the lowest bidder shall submit the liability insurance as described in Section 5-4 to the City. A sample of insurance is included in Appendix A.

OPTION 2:

Responses may be sent via U.S. Mail or delivered personally to the office of the City Clerk at the address listed above. **Please provide three copies of bid packets.**

BID PACKETS MUST BE LABELLED APPROPRIATELY:

RFB 24-25.16 – Four Year Tot Lot Engineered Wood Fiber Replenish Program
Attn: City of Orange, City Clerk's Office

The City reserves the right to reject any and all **Bids** and any item or items therein, and to waive any non-conformity of Bids with this Request for Bid, whether of a technical or substantive nature, as the interest of the City may require.

**RFB 24-25.16
TOT LOT ENGINEERED WOOD FIBER REPLENISH PROGRAM**

BID SHEET

Date: 2/7/2025

Bid Submitted by: Rebecca Metoyer

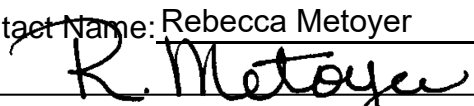
Company Name: Turboscape, Inc.

Address: PO Box 1062
Lake Elsinore, CA 92531

Phone Number: (866) 887-2672

E-mail Address: rebecca@turboscape.com; info@turboscape.com

Contact Name: Rebecca Metoyer

 Rebecca Metoyer
Signature of Responsible Officer or Employee Print Name

PROJECT SITES

Location Names: Hart Park, McPherson Park, La Veta Park, Santiago Hills Park, Handy Park, Grijalva Park, Eisenhower Park (2 sites), Olive Park, Shaffer Park, Belmont Park, El Camino Park, Killefer Park

Addresses: (see page B-5 and B-6 for addresses)

Contact Name: Dave Nobbs, Parks Maintenance Supervisor

Phone #: 714-532-6468

Fax #: 714-744-7251

E-Mail Address: dnobbs@cityoforange.org

The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

BID AMOUNT (per cubic yard install regardless of annual quantity):

- Including any applicable taxes or fees
- Bid must include sample certification of material to be used

Year one \$ 51.00 per cubic yard

Year two \$ 52.50 per cubic yard

Year three \$ 54.00 per cubic yard

Year four \$ 55.50 per cubic yard

EXHIBIT “B”

COMPENSATION FOR SERVICES

[Beneath this sheet.]

COMPENSATION FOR TURBOSCAPE, INC.

**TOT-LOT ENGINEERED WOOD FIBER REPLENISH PROGRAM
FOUR-YEAR TERM
JULY 1, 2025 TO JUNE 30, 2029**

Sub-Term Time Frame	Max Billable Rate Per Cubic Yard	Not-to-Exceed Annual Amount
YEAR 1: 07/01/2025 through 6/30/2026	\$51.00	\$35,000.00
YEAR 2: 07/01/2026 through 6/30/2027	\$52.50	\$35,000.00
YEAR 3: 07/01/2027 through 6/30/2028	\$54.00	\$35,000.00
YEAR 4: 07/01/2028 through 6/30/2029	\$55.50	\$35,000.00

Aggregate Agreement Total Compensation Amount = \$140,000.00