

**City OF FULLERTON
MAINTENANCE SERVICES AGREEMENT
WITH
THE SAYLER GROUP, CORP.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2023 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and THE SAYLER GROUP, CORP., a California Corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent Contractor to provide maintenance on Caltrans right-of-way, as more fully described herein.

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services.

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services.

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

E. When it is beneficial to the interests of the the City, the City is authorized to contract with a vendor who has been awarded specific items or services in a contract, within the previous 365 days, resulting from a formal competitive bid by another governmental agency, pursuant to City of Fullerton's Policy and Procedures Manual, Policy No. 4.1.2, Section IV, Part F of the City of Fullerton Policy and Procedures Manual.

F. Costa Mesa conducted a formal bidding process within last 365 days for the same services as is being sought by the City of Fullerton and contracting with the winning vendor upon the same terms as the winning proposal is beneficial of the City of Fullerton.

G. City of Fullerton proposes to elect City of Costa Mesa's procurement procedures utilized to provide "Removal of Trash Debris & Weeds at Caltrans Property", attached hereto as Exhibit "A" – Invitation to Bid ("IFB"), which agreement was entered into upon successful bid award conducted on a competitive basis.

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

1.0. SERVICES PROVIDED BY Contractor

1.1. Scope of Services. Contractor shall provide the services described in its proposal to the City of Fullerton, (the "Proposal") attached hereto as Exhibit "B," and is based on the City of Costa Mesa's Invitation for Bid ("IFB"), attached hereto as Exhibit "A".

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of

Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This project is a “maintenance” project and requires compliance with the Prevailing Wage Laws. 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) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).
- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor’s or any subcontractor’s employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and

correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

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

- (a) Meet with the Contractor to review the quality of the work and resolve the matters of concern within two hours' of notification;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subContractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's total compensation shall not exceed One Hundred Thirty-Four Thousand, Seven Hundred Eighty-Four Dollars (\$134,784.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but not more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Insurance Required. The Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

5.2. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained within the purchase order agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.3. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form # CG 00 01 with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in aggregate and \$5,000,000 in excess.

B. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

5.4. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

5.5. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability

The City, its elected or appointed officials, officers, employees and volunteers and State of California Department of Transportation, it's officers, agents and employees are to be covered as additional insureds with respect to liability arising out of products, materials, or services of the Contractor. Such coverage as an additional insured shall not be limited to the period of time during which the Contractor is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

Commercial General Liability

This insurance shall be primary insurance as respects the City, its officers, employees and volunteers and State of California Department of Transportation, its officers, agents, and employees and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers and State of California Department of Transportation, its officers, agents, and employees shall be excess of this insurance and shall not contribute with it.

B. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. Subcontractors

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

E. Specials 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.

5.6 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite need to the sole satisfaction of the City.

5.7 Verification of Coverage. Contractor shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish copies of all policy endorsements required herein. All

certificates and endorsements must be received and approved by City before work commences or products and materials are delivered. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO Contractor:
The Saylor Group Corp.
Attention: Tom Carney
28699 Fieldgrass Street
Menifee, CA 92584

IF TO City:
City of Fullerton
Public Works Department
303 West Commonwealth
Avenue
Fullerton, CA 92833

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of

Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

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

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


City OF FULLERTON



Name and Title Eric Levitt, City Manager

Date: 7/14/23

Contractor

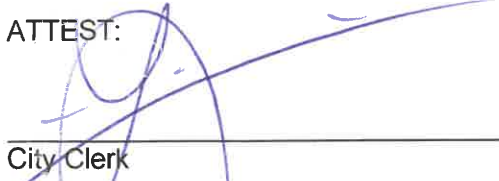


Signature
TOM CARLEY V.P.
Name and Title

Date: 7-13-23

84-2305620
Social Security or Taxpayer ID Number

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Date: 7.13.23

EXHIBIT A
INVITATION FOR BID



INVITATION FOR BID

FOR

REMOVAL OF TRASH DEBRIS & WEEDS AT CALTRANS PROPERTY

IFB NO. 23-05



Public Works Department

CITY OF COSTA MESA

September 29, 2022

IFB NO. 23-05
REMOVAL OF TRASH DEBRIS & WEEDS AT CALTRANS PROPERTY

The City of Costa Mesa (hereinafter referred to as the "City") is requesting bids from a qualified public entity or private firm, to establish a contract for Removal of Trash Debris & Weeds at CALTRANS Property. The term is expected to be for two (2) years with one (1) one-year option to renew.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

1. Important Notice: The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** Any City response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be

responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

Release of IFB	September 29, 2022
Deadline for Written Questions	October 4, 2022
Responses to Questions Posted on City's Website	October 6, 2022
Bids Due	October 17, 2022
Approval of Contract	TBD

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample professional services agreement, conditions and **Scope of Work, (Appendix A)**. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the agreement. The sample agreement contained in this solicitation is the proposed agreement for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.
2. **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Bid. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
3. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, (Appendix A)** of this IFB.
4. **Bid (Appendix B):**
 - Bid prices quoted shall be firm for the full term of the contract.
 - Bid prices offered shall reflect all addendum(s) issued by the City.
 - Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
 - The City will only consider firm price bids.

- The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
 - All price/rate decreases will automatically be extended to the City.
 - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
- 5. Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "**no exceptions**" shall be noted in the specifications.
- 6. Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- Preparing its bid in response to this IFB;
 - Submitting that bid to the City;
 - Negotiating with the City any matter related to the bid; and,

- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.
- 8. Submission of Bids:** Complete written Bids must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on October 17, 2022**. Bids will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Bids will not be accepted. **NO EXCEPTIONS.**
- 9. Inquiries:** Questions about this IFB must be posted in the Q&A tab on Planetbids no later than **October 4, 2022 at 2:00 P.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this IFB prior to the Bid due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this IFB is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any Bid for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- 10. Conditions for Bid Acceptance:** This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder

11. Acceptance/Rejection/Award

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive and responsible, Bidder will be recommended for contract award.

- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

12. Checklist of Forms to Accompany Bid: As a convenience to Bidders, following is a list of the **Forms, (Appendix D)** included in this IFB, which should be included with Bids:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

13. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the bid procedure, which are apparent or reasonably should have been discovered prior to receipt of bids shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of bids. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the bids, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Bidder decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify

the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

- a. **Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- The name, address and telephone number of the protester;
 - The signature of the protester or the protester's representative;
 - The solicitation or contract number;
 - A detailed statement of the legal and/or factual grounds for the protest; and
 - The form of relief requested.

14. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

15. Ex Parte Communications: Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set-forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (**Appendix D**) with their bids certifying that they have not had or directed prohibited communications as described in this section.

16. Conflict of Interest: The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.

17. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (**Appendix D**)

18. Maintenance Service Agreement: The firm selected by the City will be required to execute a Maintenance Service Agreement with the City. A sample of the Agreement is enclosed as (**Appendix C**), but may be modified to suit the specific services and needs of the City. **If a Bidder has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Bid. Otherwise, the Bidder will be deemed to have accepted the form of Agreement.**

19. Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

20. Disqualification Questionnaire: Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A bid may be rejected on the basis of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (**Appendix D**).

21. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's. Proposers should check this web page daily for new information.

APPENDIX A
SCOPE OF WORK

I. GENERAL REQUIREMENTS:

- A. No bid shall be considered from a Contractor who, at the time the bids are opened, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived.
- B. The Contractor is responsible for providing the appropriate traffic control, safety equipment and tools as needed.
- C. All vehicle operators shall have and maintain a valid State of California driver's license for the class of vehicle being operated.
- D. The Contractor shall have the ability to modify or curtail certain tasks and operations at the request of the City's Representative.
- E. The Contractor shall have a valid City of Costa Mesa business license and all insurances required by the City prior to starting work.
- F. The Contractor shall maintain work areas with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment.
- G. The Contractor shall recognize that during the course of this contract, the City may have other Contractors conducting other activities and/or operations. Activities may include, but not limited to, the following:
 - Landscape refurbishment
 - Modification or repair
 - Construction
 - Storm related operations

II. SPECIFIC REQUIREMENTS:

- A. The Contractor shall provide trash, debris and weed removal services as specified in the attached cost sheet on an as needed basis to be determined by the City's Representative.
- B. The Contractor shall cover the following tasks on any Cal Trans maintained area within the City of Costa Mesa on an as needed, on-call basis:

- **Trash, Litter and other Debris** – The Contractor shall inspect all assigned areas and pick up and remove trash, litter and debris. Removed items can be brought to the City Yard for disposal.
- **Weed Removal** – Hand or mechanical removal of weeds. Green waste will be brought to the City Yard for disposal.
- **Homeless Encampments** – The Contractor shall notify the City's Representative of all homeless encampments. The Contractor shall provide a cost to include the removal of all items in the homeless encampment and bring them back to the City Yard for disposal. The Contractor will notify the City's Representative prior to removals.
- **Additional Requests** – The City's Representative at times, may request additional landscape maintenance related work that is not covered in this document. This will be considered an hourly rate cost.

III. LOCATIONS:

The Contractor shall provide maintenance services to Cal Trans maintained areas. These areas are outlined listed in **Attachment A**. Additional areas may be added by the City's Representative at the same hourly cost.

IV. CONTRACTOR REQUIREMENTS:

- A. The Contractor shall meet all specifications and requirements contained herein. No Substitutions will be accepted without prior City written approval.
- B. The Contractor shall provide and furnish all labor, tools, traffic control, equipment and material that are required.
- C. The Contractor shall ensure all precautions for safety are taken.
- D. All Contractor vehicles parked on site shall be secure at all times.
- E. All tools, equipment and materials shall remain secure in the Contractor's possession at all times

ATTACHMENT A

CALTRANS LOCATIONS & MAP

Cal Trans Locations		
1	405 @ HARBOR- OFF RAMP	S/B
2	405 @ NB HARBOR- ON RAMP	S/B
3	405 @ SB HARBOR - ON RAMP	N/B
4	405 from Harbor to 55 Fwy	NB & S/B
	include Fairview Ramps	
5	405 @ 73 - ON RAMP	S/B
6	73 @ BEAR - OFF RAMP	S/B
7	73 @ 55 - ON RAMP	S/B
8	55 from 73 to end + 22ND - OFF RAMP	N/B & SB
9	55 @ DEL MAR - OFF RAMP	N/B
10	55 from 405 to 73 + BAKER - OFF RAMP	N/B & SB
11	73 @ BEAR - OFF RAMP	N/B
12	405 @ BRISTOL - OFF RAMP	S/B
13	405 @ AVE OF THE ARTS - OFF RAMP	N/B
14	405 @ HARBOR - OFF RAMP	N/B

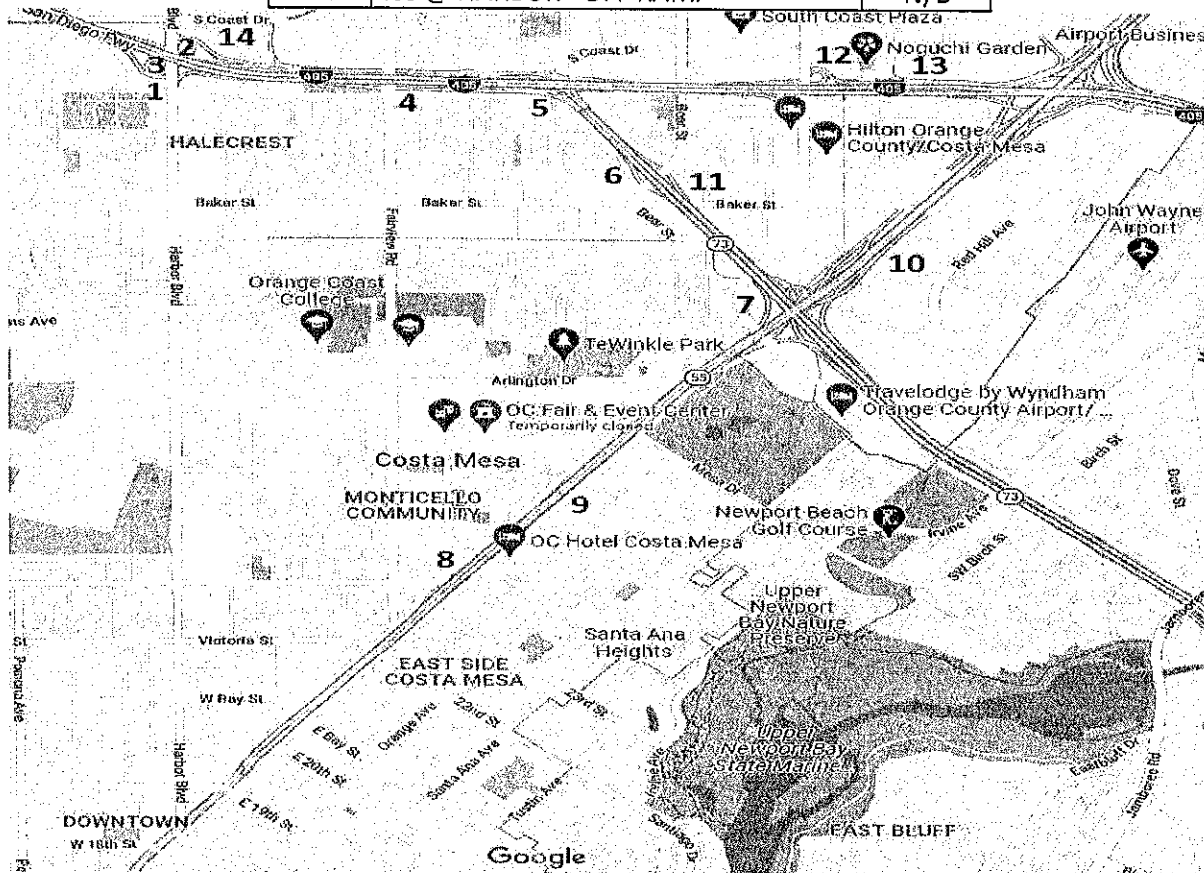


EXHIBIT B
CONTRACTOR'S PROPOSAL

ESTIMATE



The Sayer Group
28699 Fieldgrass st
Menifee, CA 92584

tom@thesayergroup.com
+1 (949) 534-5299
www.thesayergroup.com

City of Fullerton

Bill to

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832

Ship to

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832

Estimate details

Estimate no.: 1041
Estimate date: 06/12/2023
Expiration date: 07/12/2023

	Product or service	Amount
1.	Litter Removal Removal of trash debris and weeds at Caltrans right of way locations within Fullerton city limits. \$36 per man hour will be billed. Projected man hours are 72 hours per week and 288 per month.	288 hrs × \$36.00 \$10,368.00
2.	\$5M in excess insurance City agrees to pay a one-time fee of the difference of insurance cost to add \$5,000,000 in excess umbrella insurance.	\$3,000.00
		Total
Note to customer Please see attached scope of service.		\$13,368.00
		Expiry date 07/12/2023



28699 Fieldgrass St. Menifee, CA 92584

Tel: 949-534-5299

CA Contractor license : 1064554

10/17/2022

City of Costa Mesa

Public Works Department

Removal of Trash Debris and Weeds for Caltrans Property - IFB NO. 23-05

The Sayler Group is a Women Owned business established in June of 2019. We are a regional, commercial lawn care and vegetation management company and are part of your community in Southern California. Our success and growth will always be built on our best resource: our customers and our employees. We hold more than the necessary licenses and qualifications to fulfill the scope of work such as a C-27 and QAL. The Sayler Group holds numerous contracts in similar fields of vegetation removal and landscaping services.

We are more than comfortable performing this contract and the services as describes in the Scope of Work. For your assurance, The Sayler Group has a strong source of financial resources and monetary capacity to maintain a 3 year contract and support payroll for the required term. We are confident and able to do exceedingly more than the services below:

- Vegetation Management (Trimming, Abatement and Removal).
- Cutting, chipping and removal of weeds, brush, and neglected landscaping.
- Removal of leaves, twigs, needles, or duff from grounds as well as in and around buildings.
- Removing branches, limbs, and other plant material onsite.
- Hauling cut vegetation, leaves, needles, and duff to a landfill for proper disposal.
- Litter and brush abatement.

Because of The Sayler Groups determination to grow and expand its services, there's nothing we can't handle. We are overqualified to perform Removal of Trash Debris and Weeds for Caltrans Property as described in the Scope of Work.

Authorized Signee: *Tom Carney*

Date: 10/17/22

28699 Fieldgrass St. Menifee, CA 92584

Tel: 949-534-5299

CA Contractor license : 1064554

10/17/2022

City of Costa Mesa

Public Works Department

Removal of Trash Debris and Weeds for Caltrans Property - IFB NO. 23-05

To whom it may concern at the Public works Department,

This is an official **Background and Project Summary Section**. We would like to assure you we've read the Scope of Work in its entirety and have determined that we are more than capable of performing the work described here in the Scope of Work. The services are as follows:

- Responsibilities for the Traffic control safety equipment.
- All necessary licenses and qualifications for vehicle being operated
- Proper management and ability to modify the operations per the request of the city representatives.
- Valid business license to work in Orange County.
- Providing all trash, debris, and weed removal services as specified in the SOW.
- Proper maps and knowledge of each site, on and off ramps, highways, and streets that may request services.
- Proper training and pricing for homeless encampments. Knowledge of proper disposal of encampment cleaning.

Best regards,

Tom Carney

Tom Carney
The Saylor Group

APPENDIX B

BID SHEET

Company Name: The Saylor Group Date: 10/14/2022Company Address: 28699 Fieldgrass st., Menifee CA 92584Contact Name: Tom Carney Phone No.: 949-534-5299 E-mail: tom@thesaylergroup.com

The Contractor shall provide unit costs for the following (Labor and equipment cost only. All materials shall be provided by the City):

One (1) man crew: \$ 36 per hour. Each additional crewperson: \$ 36 per hour.

Estimated total number of hours anticipated (For budgeting purposes only):

Hours Per day: 8
Days Per week: 5

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein. All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

The Saylor Group
Company Name

28699 Fieldgrass st
Address

Menifee CA 92584
City State Zip

Tom Carney
Signature of Person Authorized to Sign

Tom Carney
Printed Name

Vice President
Title

Name: Tom Carney

Title: Vice President

Phone: 949-534-5299

Fax: _____

E-mail: tom@thesaylergroup.com

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Erin Carney	President	949-426-3357
Courtney Woods	Secretary	858-616-7846
Mike Pollastro	CFO	949-842-0038
Tom Carney	VP	949-534-5299

Federal Tax Identification Number: 84-2305620

City of Costa Mesa Business License Number: X

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: X

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **IFB No. 23-05 Removal of Trash Debris & Weeds at CalTrans Property** at any time after **September 29, 2022**.

Tom Carney
Signature

Date: 10/15/22

Tom Carney
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **September 29, 2022** with a City Councilmember concerning **IFB No. 23-05 Removal of Trash Debris & Weeds at CalTrans**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No x

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

↖ NONE

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: C-27, QAL B and C, pest control license

Business Address: 28699 Fieldgrass st., Menifee CA 92584

Website Address: www.thesaylergroup.com

Telephone Number: 949-534-5299

Facsimile Number:

Email Address: tom@thesaylergroup.com

Length of time the firm has been in business: 4 years

Length of time at current location: 4 years

Is your firm a sole proprietorship doing business under a different name: ___ Yes
 No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: Tom Carney

Telephone Number: 949-534-5299

Facsimile Number:

Email Address: tom@thesaylergroup.com

Contact person for accounts payable: Tom Carney

Telephone Number: 949-534-5299

Facsimile Number:

Email Address: tom@thesaylergroup.com

Name of Project Manager: Tom Carney

Telephone Number: 949-534-5299

Facsimile Number:

Email Address: tom@thesaylergroup.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: Lincoln Training Center

Contact Name: Gary Griffen

Contract Amount: \$460,000

Email: garyg@lincolntc.org

Address: 2643 Loma Ave., S El Monte CA 91733

Brief Contract Description: Working side by side with Caltrans performing weed abatement on side of freeways

Company Name: Cerrudo

Telephone Number: 209-753-7699

Contact Name: Matt Greenlee

Contract Amount: \$80,000

Email: mgreenlee@bradcoleconstruction.com

Address: San Diego

Brief Contract Description: Weed abatement and herbicide treatments at San Diego/Mexico border wall

Company Name: San Jacinto College

Telephone Number: 951-746-9945

Contact Name: Brian Twitty

Contract Amount: \$92,000

Email: btwitty@msjc.edu

Address: 28237 La Piedra rd., Menifee CA 92584

Brief Contract Description: Full maintenance contract including vegetation control, herbicides and weed abatement

