

**AGREEMENT FOR CONTRACTOR SERVICES
NAKAE & ASSOCIATES, INC.**

BOAT LAUNCH BORROW SITE MITIGATION

This Agreement for Contractor Services (the "Agreement") is made and entered into as of December 11, 2018, by and between the City of Lake Elsinore, a municipal corporation ("City") and Nakae & Associates, Inc., a California corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following Contractor services: landscape construction related services for the Boat Launch Borrow Site mitigation site.

B. Contractor has submitted to City a proposal, dated December 4, 2018, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide Contractor services to City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such Contractor services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services described in Contractor's Proposal (Exhibit A). Contractor shall provide such services at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Contractor services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Contractor services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Contractor's Proposal (Exhibit A).

b. Performance Schedule. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term.

The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Contractor's Proposal (Exhibit A).

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through task order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A). In no event shall Contractor's compensation exceed Six Hundred Thirty One Thousand Dollars (\$631,000) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Reserved.

6. Suspension or Termination.

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

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

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to

Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

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

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

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 federal, state and local laws, codes, ordinances and regulations 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.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, reimburse the cost of defense, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the adjudicated willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable. The foregoing obligation of Contractor shall not apply to the extent (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers or (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work

performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Nakae and Associates, Inc
Attn: Reid K. Dowden
11159 Jeffery Road
Irvine, CA 92602

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all

rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and a cap on the costs of mediation. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. The costs of mediation shall be shared equally; provided, however, if the parties are unable to agree on a maximum cost of mediation or if the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

NAKAE & ASSOCIATES, INC., a California corporation

Grant Yates, City Manager

By: _____

Its: _____

ATTEST:

Mark Mahan, Deputy City Clerk

APPROVED AS TO FORM:

Barbara Leibold, City Attorney

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

04 December 2018

LAND IQ RESTORATION

Attn: Travis Brooks
3791 Wade St.
Los Angeles, CA 90066

Re: Proposal for Mission Trail Borrow Site HMMP Area – **Revision #2**

Dear Mr. Brooks:

Thank you for allowing us the opportunity to provide the following **revised** proposal for the above referenced project. Our proposal is based on the "Draft Mission Trail Borrow Site HMMP Area" exhibit and scope of work sent in your email dated 10/02/18 and the 'Table 1' and 'Table 2' seed mixes sent via email dated 11/14/18.

Scope of Work

I. Site Preparation

- **SITE CLEARING:** The 6.63-acre site will be cleared of non-native invasive species and that exist throughout the site.

Site Clearing: 6.63 ac @ \$900.00 / ac..... \$ 5,967.00

YELLOW ROPE FENCING W/ SIGNS: Yellow rope on T-posts spaced at 30' on-center will be installed along areas of the restoration site that is accessible to the public. On the rope, 14" x 6" red signs with white lettering will be installed at 50' on-center. The signs shall read "Environmentally Sensitive Area – Keep Out".

Yellow Rope w/ T-posts: 2,020 lf @ \$1.00 / lf..... \$ 2,020.00

14" x 6" Signs: 40 ea @ \$35.00 / lf..... \$ 1,400.00

Site Preparation Subtotal \$ 9,387.00

II. Temporary Overhead Irrigation System

- A water hydrant currently exists at the end of Malaga Drive, just east of the restoration site. We propose to use this source upon approval from the City of Lake Elsinore and / or the property owner. If this water source location is not approved, an alternative water source will have to be explored which will constitute a change in cost to this proposal.

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Mission Trail Borrow Site – cont.

Directly after the hydrant meter a backflow prevention device will be installed on-grade. From the backflow prevention device, mainline pipe will be installed on grade to the restoration site (mainline pipe will have to cross an asphalt road either by sawcut or boring). Again, if the on-grade mainline run is not approved by the City of Lake Elsinore and / or property owner, we will have to explore an alternative water source which will constitute a change in cost to this proposal.

The 6.63-acres to be watered within the site will be installed with a temporary on-grade overhead sprinkler system which will be manually operated. Our on-grade systems will be comprised of threaded gate valves to be manually opened for water dispersion to the site, on-grade SCH 40 white lateral pipe staked at 20' on-center and low precipitation rate impact sprinkler heads installed on risers.

Overhead Irrigation System Subtotal \$ 99,450.00

III. Site 'Soaping'

- 2 lbs. / 1,000 square feet of household detergent will be spread over the 6.63-acres to be seeded and planted. After spreading, a watering event will take place to drive the detergent into the soil. 'Soaping' the site will help alleviate surface tension in order to help infiltration of water into the soil. This will help in leaching some of the salts and chlorides deeper into the soil.

Spread and Water in Detergent:

1 Event: 6.63 ac @ \$400 / ac..... \$ 2,652.00

IV. Hydroseeding

- Nakae & Associates, Inc. will perform a '2 step' hydroseed process throughout the entire 6.63-acres with two (2) seed mixes designed by Land IQ. Hydroseeding includes the following:

1ST Step:

Seed

500 lbs. / acre Wood Fiber

60 lbs. / acre AM-120 Mycorrhizae

350 lbs. / acre Slow Release Fertilizer

2ND Step:

1,500 lbs. / acre Wood Fiber

160 lbs. / acre M-Binder

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Mission Trail Borrow Site – cont.

Hydroseeding: 6.63 acres @ \$12,300.00 / ac..... \$ 81,549.00

V. Planting

- **SALT GRASS PLUGS:** Salt grass (*Distichlis spicata*) plugs will be planted throughout approximately 4.10-acres as directed by the on-site Biologist. All Salt grass plugs shall be provided by others.

Planting of Salt Grass: 20,000 ea @ \$0.75 / ea \$ 15,000.00

- **HARVEST & INSTALL MULEFAT:** Three hundred (300) Mulefat (*Baccharis salicifolia*) will be harvested from the back bay area on City property and installed along the toe of slope within the restoration site.

Harvest & Install Mulefat: 300 ea @ \$8.50 / ea \$ 2,550.00

Planting Subtotal \$ 17,550.00

VI. ‘Enhancement’ Seed Mix Hand Seeding

- Apply the ‘enhancement’ seed mix by hand seeding around the perimeter of the constructed and naturally forming seasonal ponds in the bottom of the mitigation area. Seeding to be installed fall of 2019.

Hand Seeding Subtotal..... \$ 17,700.00

VII. Plant Establishment & Weed Maintenance

- During the 5-year maintenance period, Nakae & Associates, Inc. will perform all tasks associated with maintaining an operational irrigation system, watering the site to promote plant development and establishment and hand weeding of the seeded and planted areas in order to keep non-native weeds and invasives from inhibiting the growth and establishment of the native seeds and plants. When removed, non-native weeds and invasives will be taken to an off-site legal landfill.

Establishment Year: 4 quarters @ \$19,060.00 / qtr..... \$ 76,240.00
Year 1: 4 quarters @ \$14,750.00 / qtr..... \$ 59,000.00
Year 2: 4 quarters @ \$12,265.00 / qtr..... \$ 49,060.00
Irrigation Removal: 6.63 ac @ \$1,000 / ac \$ 6,630.00
Year 3: 4 quarters @ \$7,790.00 / qtr..... \$ 31,160.00

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 Mission Trail Borrow Site – cont.

Year 4: 4 quarters @ \$5,635.00 / qtr \$ 22,540.00
 Year 5: 4 quarters @ \$3,650.00 / qtr \$ 14,600.00

Maintenance Subtotal..... \$259,230.00

VIII. Contingency

- A 15% contingency has been included below and shall be kept by the client for future items of work not mentioned in this proposal if needed. Any needed
- work that is not mentioned in this proposal can be done on a time and materials basis.

15% Contingency Cost \$ 73,128.00

IX. Bonds (if needed)

- Cost for performance and payment bonds (if needed).

Bonds \$ 12,950.00

TOTAL BASE BID..... \$573,596.00

Notes

This job has been bid with California Prevailing Wage Rate Determinations for "Landscape / Irrigation Laborer / Tender" (Determination # SC-102-X-14-2018-1 and 1A), "Landscape Operating Engineer" (Determination # SC-63-12-33-2018-1) and "Landscape Maintenance Laborer" (Determination # SC-LML-2018-1). All predetermined future increases have also been included herein.

If the proposed water source and installed mainline pipe location is not approved by the City and / or land owner, we will have to explore an alternative source which will constitute a change in cost to this proposal.

Specific Exclusions

- Permits and fees.
- Repair or replacement due to force majeure, vandalism or negligent acts by others, detrimental soil conditions or flooding.

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Mission Trail Borrow Site – cont.

- De-watering.
- Biological monitoring or reports.
- SWPPP (plan or implementation). Nakae & Associates, Inc. will protect existing.
- Erosion and sediment control devices of any kind.
- Buried irrigation. All irrigation systems will be installed on grade.
- Irrigation plans.
- Cost of Salt grass.
- Grow and kill program.
- Container plants other than the Salt grass plugs.
- Mowing during site preparation.
- Irrigation pump(s).
- Export or import of soil.
- Repairs to existing erosion.
- Re-grading or re-seeding due to erosion.
- Plant watering basins.
- Plant basin mulch.
- Cost of water. To be by others.
- Hydrant meter monthly costs. To be by others.

If you have any questions regarding this proposal, please contact me at (949) 786-0405.

Sincerely,



Reid K. Dowden

Attachment(s): Exhibit showing the water source / mainline run to site