

**MAINTENANCE SERVICES AGREEMENT**  
**[Landscape Maintenance Services for Santiago Hills Assessment District]**

**THIS MAINTENANCE SERVICES AGREEMENT** (the “Agreement”) is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF ORANGE, a municipal corporation (“City”) and NIEVES LANDSCAPE INC., a California corporation (“Contractor”), who agree as follows.

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

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

**2. Total Compensation, Annual Compensation and Fee Schedule.**

**a.** Contractor’s total compensation for all services performed under this Agreement, shall not exceed ONE MILLION TWO HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS and 00/100 (\$1,234,140.00) without the prior written authorization of City.

**b.** In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the City’s Project Manager. In anticipation of such contingencies, the sum of ONE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS and 00/100 (\$123,414.00) has been added to the total compensation of this Agreement. The City’s Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the City’s Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City’s Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such

sequence as to assure their completion as expeditiously as is consistent with professional skill and are in accordance with a cost estimate or proposal submitted to and approved by the City's Project manager prior to the commencement of such work or services.

c. The total amount of compensation under this Agreement, including contingencies, shall not exceed ONE MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS and 00/100 (\$1,357,554.00).

d. The compensation for services performed under this Agreement shall be paid as specified in Exhibit "B."

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

### **3. Payment.**

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

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

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

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

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to direct a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

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

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control

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

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

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

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

10. **Term.** The term of this Agreement shall be for four years (4) years, commencing on July 1, 2021, and ending on June 30, 2025.

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

12. **Reserved.**

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

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

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

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

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

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

**17. Indemnity.**

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

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

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

**b.** Reserved.

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

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

**18. Insurance.**

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

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

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

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to

City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

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

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

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

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

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

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

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all

allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

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

**21. Compliance with Laws/Background.**

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

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

**c.** Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract

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

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

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

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

“CONTRACTOR”

“CITY”

Nieves Landscape Inc.  
1629 E. Edinger Ave.  
Santa Ana, CA 92705  
Attn.: Greg Nieves

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Nathan Bluhm

Telephone: 714-641-3071  
E-Mail: info@nieveslandscape.com

Telephone: 714-532-6491  
E-Mail: nbluhm@cityoforange.org

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

**[Remainder of page intentionally left blank; signatures on next page]**

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

**“CONTRACTOR”**

**“CITY”**

NIEVES LANDSCAPE INC., a California corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

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

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]



## ***CITY OF ORANGE***

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COMMUNITY SERVICES DEPARTMENT

[www.cityoforange.org](http://www.cityoforange.org)

PHONE: (714) 744-7274 • FAX: (714) 744-7251

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### **REQUEST FOR PROPOSAL (RFP 20-21.25)**

### **Landscape Maintenance Services for Santiago Hills Assessment District**

**November 5, 2020**

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The documents contained in this Request for Bid document are considered to be the invitation and not the full final representation of the documents needed to submit a successful response to the bid or proposal described herein.

Interested bidders should subscribe to receive bid updates and notifications via the City's website at <https://www.cityoforange.org/Bids.aspx?CatID=17> (two-step verification required), as well as emailing [CommServBids@cityoforange.org](mailto:CommServBids@cityoforange.org) to be added to the contact list for this specific bidder's list in order to receive emailed updates of any revised/additional information and addenda.

It is the responsibility of the interested bidder to request being added to the bidder's list and to check the website frequently to look for any additional updates.

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City Contact: Nathan Bluhm, Landscape Coordinator  
Office Phone: (714) 532-6491  
E-mail: [nbluhm@cityoforange.org](mailto:nbluhm@cityoforange.org)

The City of Orange, a municipal corporation (the "City"), hereby invites the submission of proposals from qualified companies to provide the City with landscape maintenance services for the Santiago Hills Assessment District.

ALL PROPOSALS MUST BE RECEIVED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE PROPOSAL DUE DATE. ANY PROPOSALS RECEIVED AFTER THE DUE DATE/TIME STATED BELOW WILL BE RETURNED TO THE PROPOSERS UNOPENED.

### **INSTRUCTIONS TO PROPOSERS**

1. **SCOPE OF WORK.** The City of Orange, a municipal corporation (herein referred to as the "City"), is requesting proposals from qualified companies to provide landscape maintenance services for THE SANTIAGO HILLS ASSESSMENT DISTRICT. The scope of work for the Santiago Hills Assessment District is described within Attachment No. 3 hereto. **All proposals must include separate line item costs for Exhibit E (Rancho Santiago College Street Scene), and Exhibit F-2 (Fire/Police Facility) as described within Attachment No. 3 hereto.**
2. **PREVAILING WAGES.** While the work which will be the subject of the contract to be awarded is not a "public project" (as that term is defined in Section 22002 of the Public Contract Code of the State of California), Section 1771 of the California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the proposer's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, the proposer will be required, together with any subcontractor under it, to pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations ([www.dir.ca.gov/DLSR/](http://www.dir.ca.gov/DLSR/)).

Accordingly, the proposer selected by the City to enter into a contract for the work, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

3. **PROPOSAL INQUIRIES, INSTRUCTIONS AND QUESTIONS.**

The City representative from whom proposers will receive instructions:

**Nathan Bluhm, Landscape Project Coordinator**  
**Telephone: (714) 532-6491**  
**Email: [nbluhm@cityoforange.org](mailto:nbluhm@cityoforange.org)**

Please note that Mr. Bluhm will lead a pre-proposal general information meeting and ride along tour of the sites at 10:00 a.m., Thursday, November 19, 2020, at Santiago Hills Park (8040 E. White Oak Ridge, Orange, CA 92869).

Questions regarding this RFP should be directed only to Nathan Bluhm. Do not contact any other City employee or official regarding this RFP. If any person or firm contemplating the submittal of a proposal in response to this RFP is in doubt as to the true meaning of any part of this RFP, he/she may submit to Mr. Bluhm a written request for an interpretation or correction thereof. Said request must be submitted via email by 12:00 pm on or before Monday, November 30, 2020. Any interpretation or correction of any part of this RFP will be made only by addendum, duly issued by Mr. Bluhm. Copies of such addenda will be emailed to those who attended the pre-proposal meeting and will be posted on the City's website.

4. **WHERE AND WHEN TO SUBMIT PROPOSALS.**

Proposals, including copies of addenda (if applicable), must be complete and sealed. Three (3) copies of each proposer's proposal must be submitted to the Office of the City Clerk, located at 300 East Chapman Avenue, Orange, CA 92866, no later than **2:00 p.m. on Thursday, December 10, 2020.** Proposals received after this deadline will not be considered.

The envelopes containing a proposal must be marked "SANTIAGO HILLS ASSESSMENT DISTRICT," the separate, sealed cost proposal (Attachment 3) must be marked "SANTIAGO HILLS ASSESSMENT DISTRICT COST PROPOSAL." Proposals must be signed by an individual (or individuals) authorized to execute legal documents on behalf of the proposer. Faxed or e-mailed proposals are not acceptable and will not be considered.

If proposals are sent via United States mail, please be advised that the City collects mail from the Post Office at 7:00 a.m. each day. Delivery to the Post Office on December 10, 2020 after 7:00 a.m. will not result in a timely submittal.

**Proposal packets must be labelled appropriately:**

**RFP 20-21.25**

**Landscape Maintenance Services for Santiago Hills Assessment District**

**Attn: Purchasing Department-Nathan Bluhm**

5. **EMPLOYEE INFORMATION AND QUALIFICATIONS.** All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work at public facilities. Contractor is responsible for conducting sufficient background checks before commencing work under this agreement, to ensure no employees performing work in the City of Orange on behalf of the contractor, are listed on the National Sex Offender Public Registry (NSOPR). Contractor shall monitor employee security records to ensure

no existing or new employees performing work under this agreement are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety. Please see the Contract Agreement (“Agreement”) for the specific details that will be required of the Contractor and its employees.

6. **NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT.** All responses to this RFP accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the proposer as business or trade secrets and plainly marked as “trade secret”, “confidential” or “proprietary”. Each element of a proposal which a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.
7. **EXAMINATION OF PROPOSAL.** Each proposer is responsible for examining this RFP including all attachments hereto, and submitting its proposal complete and in conformance with these instructions.
8. **CONDITIONS OF SITE/WORK.** Each Proposer shall carefully examine the attached specifications and exhibits and attachments to this RFP, as well as all of the project sites, to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.
9. **INSURANCE REQUIREMENTS.** Before any work can commence, the selected proposer will be required to execute a written contract in substantially the form attached hereto as Attachment No. 4, with such changes therein as the City determines, in its sole and absolute discretion, to be necessary. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the attached contract. Proof of insurance is not required to be submitted with your proposal but will be required prior to the City’s award of the contract in accordance with the terms of the written contract attached hereto as Attachment No. 4.
10. **AWARD OF CONTRACT.** Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract substantially in the form attached hereto as Attachment No. 4. Except as otherwise provided below, the term of the contract will be four (4) years, commencing July 1, 2021 and terminating June 30, 2025. The proposal must set forth in its response to the RFP the cost, including unit prices, that the proposer will charge the City for the performance of its work and services for each year of the term.

For each of the second through fourth years of the term of the contract, the City shall have the right to terminate, reduce, or change the contract and amend the scope of work if the City Council fails to appropriate the necessary funds for payment in each applicable fiscal year (commencing July 1<sup>st</sup>) as part of its annual budget.

11. **SELECTION CRITERIA:**

Fiscal responsibility is a priority for the City, however the evaluation of proposals will not be limited to price alone.

The successful proposal will demonstrate experience in providing the maintenance services as described within this RFP. While the experience and resources of the successful contractor are important, it is critical that the manager proposed for overall authority on the contract have extensive relevant experience and capability. The contractor will work effectively with City staff and complete assigned tasks accordingly.

The following criteria shall be used in selecting the contractor ultimately chosen for this project:

- A. Contractor's experience and staff qualifications of the specific individuals who will work on the project.
- B. Demonstrated record of success by the contractor on work previously performed for the City and/or other municipalities or enterprises.
- C. Contractor's responsiveness to the Alternative IPM Program Requirement described below.
- D. Contractor's responsiveness to the overall request for information within this RFP.

Based on the information submitted, the Selection Committee will make a final choice, and the successful contractor will execute an agreement with the City of Orange for the completion of this work. An interview may be required with the top scoring contractors. The City of Orange reserves the right to negotiate cost of work within the Request for Proposal.

The City reserves the right to revise this RFP prior to the date the proposals are due. Revisions to the RFP will be sent to all known participants. The City reserves the right to procure or contract for work. All proposals submitted in response to this RFP become the property of the City and are public record. The City reserves the right to delay or cancel, in part or in its entirety, this RFP including, but not limited to: selection schedule; submittal date; and submittal requirements. All known participants shall be notified of any

cancellation or revisions prior to the submittal date. The City also reserves the right to request additional information and clarifications regarding any proposals received.

12. **REQUIRED INFORMATION.** Each proposer is required to complete, execute and deliver with its proposal the following:
  - (a) A Statement of Required Information and Experience in the form attached hereto as Attachment No. 1; and
  - (b) A Certificate of Non-collusion in the form attached hereto as Attachment No.2;
  
13. **ALTERNATE IPM PROGRAM REQUIREMENT.** As an alternative to the City's current program for Integrated Pest Management (IPM), the City is requiring each proposer to provide two (2) additional separate and comprehensive, 'Alternate' IPM programs, including cost information/bid values for each. Each alternate IPM program shall describe in detail the contractor's approach to pest control as well as the expected results, and/or long term effects on the landscape. For each Alternate IPM program, proposers shall include their relative experience with other similar contracts requiring modified IPM practices with similar specifications. Each proposer shall describe their basic practices and the results they experienced implementing the program; separate proposals including each Alternate IPM program shall be based on the following:
  - (a) **Alternate IPM-1:** This Alternate shall include landscape maintenance services consistent with all the specifications herein, with the exception that **no synthetic products shall be utilized for pest control.** Only approved, organic pesticide products and, as necessary, additional labor resources shall be utilized to achieve City standard for landscape maintenance as described herein. The alternate pesticide products shall be recommended by a licensed Pest Control Advisor and submitted for City review and approval. In addition, all products proposed for use shall be listed on the Organic Materials Review Institute ([www.omri.org](http://www.omri.org)) website. **(Include cost information on fee schedule-Attachment #3).**
  - (b) **Alternate IPM-2:** This Alternate shall include landscape maintenance services consistent with all the specifications herein, with the exception that no pesticide products shall be utilized within contract areas. Only additional labor resources shall be utilized as necessary to achieve City standard for landscape maintenance as described herein. **(Include cost information on fee schedule Attachment #3).**
  
14. **BUSINESS PLAN.** Proposers shall include a comprehensive Business Plan in their proposal, detailing how they propose to meet the expectations of the City and its landscape specifications for the Santiago Hills Assessment District. The Business Plan should define why your firm should be considered to enter into a contract with the City to provide the

services described in this RFP and what separates your firm from others that may be proposing to provide similar services to the City.

The firms with the proposals that are considered to be most responsive will be selected for further review by the City's selection committee. The committee will select the firm that best meets the needs of the City for Maintenance Services for the Santiago Hills Assessment District. The Business Plan of the firm selected to enter into an agreement with the City will be considered part of the firm's proposal and be incorporated into the agreement with the City. All statements, conditions, and representations contained in the Business Plan shall be considered as contractual obligations.

15. **ADDITIONAL INFORMATION:** The following information shall be submitted with this Proposal-limited to fifteen (15) pages (8.5" x 11"):

- a) A Business Profile, which shall include a list of employees who will hold and serve in a managerial/supervisory capacity for the work described within this RFP including their names, training, experience and number of years with your firm.
- b) A Schedule with the number of employees you propose to have assigned to cover the proposed landscape maintenance duties as described within this RFP.
- c) Your firm's methodology for ensuring coverage in the event of staff absences (ie. illness, vacations, and/or terminations).
- d) A brief overview of your firms hiring practices, screening, background checks, DMV checks, etc.
- e) Your firm's methodology that will be used to correct deficiencies and prevent re-occurrences.
- f) Signed proposal on the form(s) provided.

16. **SIGNATURES ON PROPOSAL: PROOF OF AUTHORITY.**

(a) If the proposal is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, AND (ii) the Secretary, and Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer, on the other hand. If the proposal is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the proposal for and on behalf of the corporation.

(b) If the proposal is submitted by a sole proprietorship, the owner's signature is acceptable.

(c) If the proposal is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the proposal.

(d) If the proposal is submitted by a limited liability company and such company operates through officers, it must be signed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, AND any secretary, assistant secretary, the chief financial officers or any assistant treasurer.

(e) If the proposal is submitted by a limited liability company that operates through a manager or managers, it must be signed by at least two such managers or by one manager if the limited liability company operates with the existence of only one manager.

(f) Proposals may be rejected if the proper documentation is not provided.

17. **ADDENDA.** If any person contemplating submitting a proposal for the work and services described herein is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City representative identified above a written request for an interpretation or correction thereof. Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative identified above. Copies of such addenda will be emailed or delivered to those persons who have received this RFP.

18. **ERRORS AND OMISSIONS.** Proposers shall not be allowed to take advantage of any errors in or omissions from this RFP. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

19. **FOLLOW-UP OF EVALUATION PROCESS BY PROPOSER**

Contractors may follow up on the evaluation of the proposals by contacting Natalie Favela by e-mail at [commservbids@cityoforange.org](mailto:commservbids@cityoforange.org).

Each proposer must satisfy the City of its ability to perform the services required, as set forth in the Landscape Maintenance Specifications attached hereto as Attachment No. 3. All proposers must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Each proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the proposer on previous contracts to disqualify any proposer.

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

Evaluation of the proposals will be conducted by Mr. Nathan Bluhm and a committee comprised of other representatives of the City. Mr. Bluhm, together with one or more other City representatives, may interview the most qualified and top-ranked proposer(s) prior to the selection and award of the Contract.

20. **NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT.** All responses to this RFP accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the proposer as business or trade secrets and plainly marked as “trade secret”, “confidential” or “proprietary”. Each element of a proposal which a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.
21. **SPECIFICATIONS NOT CONTRACTUAL.** Nothing contained in this RFP shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP.
22. **WITHDRAWAL OF PROPOSAL.** Any proposer may withdraw its proposal, either personally or by telegraphic or written request, at any time prior to the date and time set for opening of the proposals.
23. **RIGHT TO REVISE SERVICES.** The services constituting the Scope of Work described in paragraph 1, above, represent the maximum level of services to be provided. At any time following execution of a contract, the City reserves the right to decrease or eliminate services and associated compensation based on the needs of the City and amounts budgeted by the City Council.
24. **VEHICLES.** All vehicles used by the contractor are to be identified with door signs (approx. 20” x 16”, magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
25. **UNIFORMS.** All of contractor’s employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor’s name.

26. **BACKGROUND/SECURITY.** All personnel engaged in performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.

**TIMELINE (APPROXIMATE)**

Job Walk:	November 19, 2020 at 10:00 am.
Deadline for questions regarding RFP:	November 30, 2020 by 12:00 p.m.
Proposals Due	December 10, 2020 by 2:00 p.m.
Presentation to City Council:	April 13, 2020



**REQUEST FOR PROPOSAL**  
**(RFR 20-21.25)**  
**Landscape Maintenance Services**  
**for**  
**Santiago Hills Assessment District**  
**Proposal Package**



Office of the City Clerk  
300 East Chapman Ave.  
Orange, CA 92866  
Attn: Purchasing Dept. – Nathan Bluhm

Proposal Due: December 10, 2020 @ 2:00 pm  **COPY**



December 1, 2020

City of Orange  
Community Services Department  
230 E. Chapman Ave.  
Orange, CA 92866

**RE: Request for Proposals Landscape Maintenance Services for Santiago Hills Assessment District**

We would like to thank you for the opportunity to participate in the bidding process for the landscape maintenance services for the Santiago Hills Assessment District for the City of Orange.

**Nieves Landscape, Inc.** is a full-service landscape maintenance company celebrating our 35th year in business, providing similar services to various cities/municipalities throughout Southern California. With our work force of over 300 employees with extensive knowledge and years of experience, we are able to provide the city with the landscape services unmatched by others.

We have thoroughly reviewed the site conditions, the specifications, the scope of work and the sample landscape agreement. **Nieves Landscape, Inc.** is willing and able to sign and comply with the sample agreement. Our understanding of the work to perform is as follows:

- Provide supervision, labor, equipment, and materials necessary to maintain the Santiago Hills Assessment District's landscaped areas in the City of Orange in a manner of highest landscape quality.
- All work to be performed in accordance with the specifications including all reports, schedules, disposal, hardscape care, proactively identifying and eliminating safety hazards, turf maintenance, ground cover, shrubs, vines, inspections, fertilization per schedule, providing pest and weed control as needed, maintenance of drainage facilities, maintaining and repairing of the irrigation system.

Our goal is to provide most economical and professional results that the City of Orange, its residents and visitors can be pleased with.

Contact Info During Bidding Process:

Name: Joshua Cho  
Phone: 714 936-8862  
Email: jcho@nieveslandscape.com

Thank you,

A handwritten signature in blue ink, appearing to read "Greg Nieves", is written over the "Thank you," text.

Greg Nieves  
President



**COMPANY INFORMATION:**

Name: Nieves Landscape, Inc.  
Address: 1629 E. Edinger Ave., Santa Ana, CA 92705  
Phone: 714 641-3071  
Fax: 714 641-8475

President/ Secretary: Greg Nieves

CA Corporation #: C1704312

CA Employer ID #: 328-5431-7

Fed Tax ID#: 33-0458209

DIR#: 1000012716

**SERVICE COVERAGE:**

Service areas include the following counties: Orange, Los Angeles, San Diego and western portion of San Bernardino.

**OFFICE & YARD LOCATIONS:**

Corporate Headquarters:  
1629 E. Edinger Ave.  
Santa Ana, CA 92705

Yard Locations:  
Irvine, Laguna Niguel, Walnut and San Dimas

**TECHNICAL ABILITY & EXPERIENCE SIMILAR IN SCOPE:**

Nieves is a full-service landscape company with extensive knowledge and years of experience. We are able to provide to the City of Orange with top notch service with staff with decades of landscape experience. Nieves Landscape has been providing similar services to various cities/municipalities throughout Southern California for over 30 years. With qualified staff and consultants, we are able to provide the city with the landscape services unmatched by others.



## **MANAGERIAL/SUPERVISORY QUALIFICATIONS:**

### **Greg Nieves – President**

- Over 40 years of experience in landscape maintenance and installation experience
- California State Contractor's License – C27 (Landscaping), D49/C61
- Extensive knowledge in landscape design and horticulture
- 35 years with Nieves Landscape

### **Walter Sato – General Manager**

- Over 31 years of experience in landscape maintenance and installation industry
- California State Contractor's License – C27 (Landscaping); C61/ D49
- Mt. San Jacinto College – Plant Identification, Irrigation, Architecture
- Extensive knowledge in landscape design and horticulture
- 13 years with Nieves Landscape

### **Anne Cashman – Office Manager/ Accounting**

- Over 23 years of experience in landscape maintenance and installation industry
- Over 20 years of experience in construction services
- Orange Coast College
- Extensive knowledge in landscape design and horticulture
- 18 years with Nieves Landscape

### **Joshua Cho – Business Development/ Manager**

- Over 30 years of experience in landscape maintenance, installation and design experience
- B.S. in Landscape Architecture – Cal Poly Pomona
- Management Contact
- Quality Control
- 2 years with Nieves Landscape

### **Antonio Gomez Jr. – Operations Manager/ Supervisor**

- Over 15 years of experience in landscape maintenance and installation experience
- California State Contractor's License – C27 (Landscaping)
- QAL
- Traffic Control Technician Certification
- 15 years with Nieves Landscape

### **Sandy Nieves – Operations Supervisor**

- Over 17 years of experience in landscape maintenance and installation experience
- Horticulture Certificate – Fullerton College
- QAL
- BTI Irrigation Certification
- Traffic Control Technician Certification
- 10 years with Nieves Landscape



**LICENSES & CERTIFICATES:**

California State Contractor's License:



Pest Control Advisor's License:



Qualified Applicator's License:





Pest Control Business License:

	<b>CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION</b>	
	1001 I STREET SACRAMENTO, CALIFORNIA 95814	
ISSUED: January 01, 2020	<b>Pest Control Business - Main</b>	
EXPIRES: December 31, 2021	<b>LICENSE</b>	
	LICENSE NO. 33437	
Invalid if insurance and/or qualified person(s) lapse before expiration date.		
Mailing Address	Business Location	
NIEVES LANDSCAPE, INC. 1629 E EDINGER AVE SANTA ANA, CA 92705	NIEVES LANDSCAPE, INC. 1629 E EDINGER AVE SANTA ANA, CA 92705	
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE		

Irrigation Technician Certificate:





**NAMES, QUALIFICATIONS & PROPOSED DUTIES OF PERSONNEL TO BE ASSIGNED:**

Nieves' supervisor assigned to the City of Orange contract will be the primary contact and will act as liaison with the city's representative. This supervisor is the key individual for Nieves Landscape. He will insure quality control in addition to scheduling, dispatching crews, equipment, materials, providing supplies and over-seeing that all landscape tasks are performed safely and perform to meet or exceed the specifications.

The supervisor and the foreman assigned to the contract will be equipped with cellular phones for communications with one another and with the office. Our office is open from 6:00 am to 4:30 pm Monday to Friday with 24-hour answering service for any after hours, weekends and holidays needs, with an on-call staff to address the emergency.

**KEY PERSONNEL:**

<u>Qty</u>	<u>Job Title</u>	<u>Name</u>	<u>Responsibility</u>
1	Supervisor	Ismael Vasquez	Duties include, all project management, oversee all Nieves Landscape's personnel working in Orange & will be the main contact with the city.
1	Foreman	Yovanny Herrera	Carry out daily, weekly schedule - litter, trash, mowing, trimming, weed control & other routine tasks. Operation of equipment, supervision of crew(s), documentation, reporting & communications with Nieves Landscape Supervisor.
3	Laborers	TBD	Routine daily tasks - litter, trash, mowing, trimming, mechanical & manual weed control.
1	Irrigation Tech	TBD	All irrigation monitoring, adjusting, repairs & reporting as needed. Will report to Nieves Landscape Supervisor.
AN	Chemical Applicator	Luis Gomez	Spraying of pre and post emergent herbicides, insecticides (if needed), broadleaf & any other spraying applications. Will report to Nieves Landscape Supervisor.
AN	Seasonal Crew(s)	TBD	Will perform any non-routine tasks and seasonal duties - aeration, dethatching, seeding, fertilization, weed abatement, etc.

AN - as needed



**SCHEDULES OF PROPOSED SERVICES:**

All daily and weekly tasks to be scheduled Monday to Friday for all Santiago Hills Assessment District (SHAD) per the specifications. Non-daily or regular (seasonal) tasks to be performed on a rotation basis or as specified.

<u>Locations</u>	<u>Routine Tasks - Weekly Schedule</u>						
	<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>
Santiago Hills Assessment District		X	X	X	X	X	
Rancho Santiago College Streetscape		X	X	X	X	X	
Santiago Hills Fire/Police Facility		X	X	X	X	X	

Note: detailed schedule(s) to be submitted upon award of contract for review and approval prior to start of contract.

<u>Staff</u>	<u>Routine Tasks - Weekly Schedule</u>						
	<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>
Supervisor		X	X	X	X	X	
Foreman		X	X	X	X	X	
Mow Crew		X	X	X	X	X	
Maintenance Crew		X	X	X	X	X	
Irrigation Tech		X	X	X	X	X	
Applicator	as - needed						
Additional Laborer	as - needed						

Note: above schedules are tentative and are subject to change. Final schedule to be submitted to the city for review and approval prior to start of contract.



### **STAFFING COVERAGE:**

Nieves' methodology for staffing coverage in regards to illness, vacations and/or terminations are as follows: Nieves has the capability to cover for unforeseen illness, vacations and/or terminations with adequate additional manpower distributed throughout the company. We currently train all employees on all facets of their job duties. We have a level of training based on experience which relates to the position of the employee that doesn't report to work scheduled or unscheduled. We have found this to be the perfect solution in maintaining the quality of specific assignments throughout our company. This additionally gives us the time to train employees for future jobs that require very diverse conditions.

### **HIRING PRACTICES:**

In regards to Nieves' policy for new employment, there are many factors that is considered as well as implemented prior to adding the candidate to our team. Nieves first receive an interested candidate and a completed application for employment. Upon reviewing the completed application, a pre-interview is scheduled with one of our supervisors. The supervisor then writes a written review of their evaluation, experience and fit in our company. Depending on the position they are applying for and have the experience for, we then set up a second interview with the supervisor, operation manager and the general manager. Upon completion of this second interview again they are given separate written reviews from each of the interviewing staff. This information is discussed and agreed upon prior to moving to the next phase of hiring. Upon the agreement to move forward the perspective employee is sent to our medical facility for a pre-employment physical and drug screen. We simultaneously send out the perspective employee's information to our service for a background check.

In the event that this position is a driving position their information is sent to our insurance company for approval to drive as well as any and all infractions related throughout the years. A DMV check will be performed internally or by our insurance provider.

After all screening, reports and/or checks are received acceptable to our standards they are given an offer letter for employment.

We value our employees and understand the investment from them as well as us to create the best possible work environment.

Effort, quality and teamwork go hand in hand in making our company continuously striving to be the very best we can.



## **CORRECTING DEFICIENCIES:**

City contracts ultimately have numerous "customers", city representatives/officials, residents and the general public. With so many customers, Nieves will do our utmost to keep everyone satisfied with our work. But at times we know that there will be complaints and dissatisfaction reported, Nieves will address and remedy the issues and or the problems in the follows manner:

- Address/ identify issue(s) or problem(s)
- Communicate with city representative with findings and a plan of action
- Take corrective measures and address the issue(s)
- Follow up with city representative of corrective measures taken (via phone call, email and/ or site visit)
- Take proactive measures by communicating and training our crews to prevent reoccurrence of same types of deficiencies.

Nieves will take all measures necessary to complete the project. If necessary, additional crew(s), equipment(s) or material(s) needed will be brought in to meet any requirements at not additional cost to the customer.

## **QUALITY CONTROL:**

Our understanding of the work to be performed is as follows:

- To provide the Supervision, Labor equipment, and materials necessary to maintain all areas in a manner of highest landscape quality.
- Including all schedules prior to commencement of the following weeks work, trash collection, cleaning of amenities, proactively identifying and eliminating safety hazards, maintaining turf to include aerating, and dethatching, maintain ground cover, shrubs, vines, trees, replenishing and proper fertilization, disposal of trash and recyclables to proper facilities, providing pest and weed control, and monitoring irrigation system regularly.

Our supervisor will walk the entire job continuously to keep the quality that Nieves Landscape, Inc. requires. We as a team will discuss any areas of concern. These areas will be walked with the inspector to determine the best solution for the situation. We will comply with the scope of work by providing schedules of work to come. Punch lists created by us and completed then sent via e-mail to the inspector everyone understands the progress achieved.

Nieves Landscape believe we are the best qualified firm for the services requested. That is proven statement that can be supported with other contracts of similar work that we have listed on our reference sheet. These City Inspectors/clients will confirm satisfaction regarding our level of proactive commitment to each responsibility set forth. From the owner's hands-on approach to the length of our existing long-term accounts and employees, we take pride in our work and it shows.



## **CUSTOMER SERVICE PROGRAM:**

Nieves Landscape believes that customer service is one of the key aspects to our success. We are committed to customer satisfaction and we will go to great lengths to have satisfy our customers. The city representatives will have a contact list with cell phone numbers of managers and supervisors for any emergency that may arise 24-hours a day, 7 days a week.

Our office is open from 6:00 am to 4:30 pm Monday through Friday. With 24-hour answering service for after-hours, weekends & holidays, with an on-call staff to address any issues.

Nieves believes in building long-term relationships with our customers. For the relationship to endure we must provide good communications and excellent service. The communications will begin at the start of the contract with a kick off meeting to discuss any issues, concerns and expectations. During the contract the communications will continue on a regular basis to ensure that the work is being performed to the city's satisfaction.

If any issues arise, the Supervisor, the Operations Supervisors and/or the Operations Manager will take any necessary action to remedy the issue.

Our goal is to keep our customers satisfied to develop and sustain a mutually beneficial long-term relationship.



## **SAFETY TRAINING PROGRAM:**

Nieves Landscape is committed to create a safety culture that encourages workers to establish safe habits, emphasizing the importance of safety and not taking risks or shortcuts. Providing safety training to employees to improve their knowledge and awareness of workplace hazards to help them perform their work more efficiently and safely. Our training module provided in language workers understand includes and is not limited to:

- Documented Tailgate meeting
- Roadway Safety and Drivers Training
- Heat & Illness Prevention Training
- Injury and illness Prevention Program
- First Aid Training
- Proper use and maintenance of equipment and tools
- Regular Inspections of Personal protective equipment (PPE) such as safety glasses, boots, gloves, high-visibly vest, and hearing protection.
- Emergency Action Plan
- Code of Safe Practices
- Fire Protection and Prevention
- Hazard Assessments and Safety Data Sheets
- Pesticide Training
- Noise Exposure and Hearing Protection
- Fall Protection
- Accident Investigation Program
- Near miss Accident Investigation
- Monthly Safety Training

Most accidents can be prevented by recognizing and controlling hazards in advance as well as training employees on safe work practices and effective use of personal protective equipment.



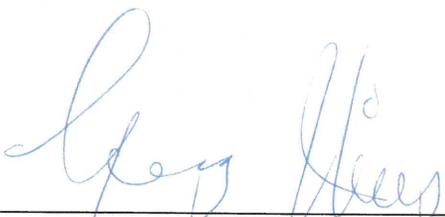
**SIGNATURE ON PROPOSAL: PROOF OF AUTHORITY**

This proposal is being submitted by Nieves Landscape, Inc. As a corporation requiring signatures from the President and Secretary are included below.

  
\_\_\_\_\_

Date: December 1, 2020

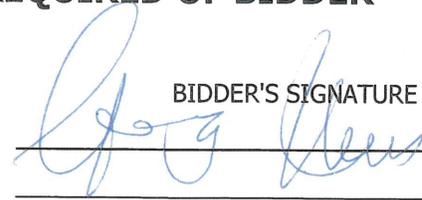
**Greg Nieves, President**

  
\_\_\_\_\_

Date: December 1, 2020

**Greg Nieves, Secretary**

### INFORMATION REQUIRED OF BIDDER

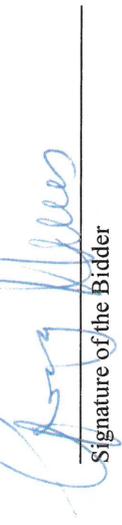
ADDENDUM	DATE RECEIVED	BIDDER'S SIGNATURE
1	12/4/2020	

**LIST OF SUBCONTRACTS**

A.  The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 2.3 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO. DIR REG NUMBER	BID ITEM NUMBER(S)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY SUBBED	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID AMOUNT
						\$

B.  The undersigned DOES NOT INTEND to subcontract any portion of this project.  
 NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.

  
 \_\_\_\_\_  
 Signature of the Bidder

## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not X been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, 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 a safety regulation?

Yes \_\_\_\_\_ No X

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

---

### Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **Noncollusion Affidavit**

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

To the CITY OF ORANGE – DEPARTMENT OF PUBLIC WORKS

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

**NO EXCEPTIONS**

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 12/1/2020



[Handwritten Signature]

\_\_\_\_\_  
President

\_\_\_\_\_  
Signature and Title of Bidder

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF BIDDER Nieves Landscape, Inc.

BUSINESS P.O. BOX n/a

CITY, STATE, ZIP n/a

BUSINESS STREET ADDRESS 1629 E. Edinger Avenue

CITY, STATE, ZIP Santa Ana, CA 92705 (Please include even if P.O. Box is used)

PLACE OF BUSINESS (Include City & State) Santa Ana, CA

PLACE OF RESIDENCE (Include City & State) n/a

Telephone No. (714) 641-3071 Fax No. (714) 641-8475

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 674709 LICENSE CLASS C-27

DIR NUMBER 1000012716 DUNS NUMBER 155539794

**RFP 20-21.25: ATTACHMENT 1**  
**STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE**

All proposers are required to supply the following information. Additional sheets may be attached if necessary:

1. The bidder shall provide the following:

A. Company Name: Nieves Landscape, Inc.

B. License Number: 674709

C. License Class: C-27

D. License Expiration Date: 7/31/2021

2. Number of years experience as a licensed Contractor engaged in landscape maintenance work for public agencies 28.

3. List at least (3) public agencies or contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past five (5) years.

A. Name: City of Laguna Hills

Address: 24035 El Toro Road

City: Laguna Hills State: CA Zip: 92653

Contact: Ryan Hanley Telephone: (949) 707-2652

Type of Project: Citywide landscape & irrigation maintenance

Contract Duration: 5 yrs + option yrs Contract Amount: \$ 1,068,888.00/ yr

B. Name: City of Mission Viejo

Address: 27204 E. La Paz Road

City: Mission Viejo State: CA Zip: 92692

Contact: Jerry Hill Telephone: (949) 470-3085

Type of Project: Land. & irrig. maint. of medians, prkwys, slopes, facilities, trails & parks

Contract Duration: 2 yrs + option yrs Contract Amount: \$ 3,281,539.80/ yr

C. Name: City of Lake Forest

Address: 100 Civic Center Drive

City: Lake Forest State: CA Zip: 92630



- 4) Irrigation Technician **1 man/24 hours (minimum)** 1 full time with irrigation truck
- 5) Maintenance Laborers 4 full time with truck(s)
- 6) Pest Control Applicator as needed with spray rig
- 7) Mowing Crew Size (manpower) 3-4 man crew w/ truck, trailer & mow equip.

**B. Resume of Supervisor** (Refer to GENERAL REQUIREMENTS, SECTION G-6 Supervision and Contractor Personnel, for minimum work experience requirements.)

**Name of Supervisor:** Ismael Vasquez

**Supervisor's current job description** (Include dates of time period working with your company)

Supervise, manage & schedule landscape crews to perform routine, seasonal  
and extra work. Customer service, billing, generate proposals, staffing and staff  
scheduling. Procurement of materials & supplies.

2010 - present          Nieves Landscape, Inc.

**Supervisor's previous work experience** (List all pertinent work experience executing supervisory responsibilities only, list time period of experience and include names of other companies, phone numbers and name of respective manager, superintendent or director of overseeing supervisors.)

Over 10 yrs of experience in landscape & irrigation maintenance and installation.

Extensive knowledge in irrigation and irrigation repairs.

Completed water management course.

Training in chemical use, traffic control, first aid and driver safety.

**C. Resume of Foreman** (Refer to GENERAL REQUIREMENTS, SECTION G-6 Supervision and Contractor Personnel, minimum work experience requirements)

**Name of Foreman:** Yovanny Herrera

**Foreman's previous work experience** (List all pertinent work experience executing foreman responsibilities only, list time period of experience and include names of all other companies, phone numbers and name of respective supervisor's, superintendent or director overseeing foremen.) Over 5 yrs of experience in landscape maintenance & irrig. knowledge.

---

**D. Equipment Program:**

1. Mowing Equipment

(A) Number & Type of Mowers:

Qty. 1 Type John Deere 997 - 72"

Qty. 1 Type 21" Honda Walk Behind (as needed)

Qty. -- Type ---

Qty. -- Type ---

Qty. -- Type ---

Note: strike all blank lines NOT used to present mower types.

2. Other Equipment

List as necessary (or qualify) all other equipment necessary to complete work as specified:

(A) Edger - walk behind

(B) Backpack blowers

(C) Hedge trimmer(s)

(D) Extended hedge trimmer(s)

(E) Landscape trailer (as needed)

(F) Gator utility vehicle

(G) Chain saw (as needed)

(H) Irrigation remote

(I) Tractor & attach.: aerator, dethatcher, hopper(s) (as needed)

(J) Fertilizer spreader

(K) Misc. hand tools

Note: strike all blank lines NOT used to present equipment types.

7. **PROPOSED MAN-HOURS**

A. WEEKLY MAINTENANCE

MAN-HOURS/WEEK

Supervision	<u>40</u>	man-hours/week
Weed Control	<u>20</u>	man-hours/week
Turf Care	<u>48</u>	man-hours/week
Ground Cover Care	<u>30</u>	man-hours/week
Shrub and Vine Care	<u>30</u>	man-hours/week
Walkway /Hardscape Care	<u>20</u>	man-hours/week
Trash Collection & Disposal	<u>4</u>	man-hours/week
Surface Drainage Facilities	<u>2</u>	man-hours/week

B. SPECIALTY MAINTENANCE

Supervision	<u>40</u>	man-hours/week
Fertilization	<u>2</u>	man-hours/week
Aeration	<u>1</u>	man-hours/week
Dethatch & Overseed	<u>2</u>	man-hours/week
Pest Control	<u>8</u>	man-hours/week
Pre-emergent Applications	<u>2</u>	man-hours/week
Tree Care	<u>3</u>	man-hours/week
Native Weeds & Grass Clearing	<u>1</u>	man-hours/week

**RFP 20-21.25 ATTACHMENT 2**  
**FORM OF CERTIFICATE OF NON-COLLUSION**

**[Note: This form must be completed, signed by an authorized representative of the bidder, and returned with your bid.]**

Be it known that Greg Nieves (name), being first duly sworn, deposes and testifies that he/she is the President (relationship with bidding firm), of Nieves Landscape, Inc. (legal name of bidding firm), making the foregoing bid:

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.
2. That no Councilman, officer, agent, or employee of the City of Orange is personally interested, directly or indirectly, in the Contract, or the compensation to be paid thereunder.
3. That the bid is genuine and not collusive or a sham.
4. That said bidder has not directly or indirectly solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.
5. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, not to similarly seek limit or establish any overhead, profit or cost element of such bid price.
6. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
7. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.
8. That all the above statements are true to the best of my knowledge.

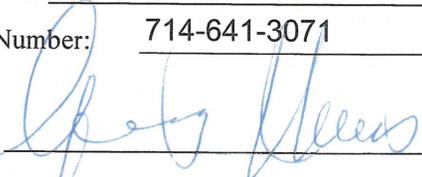
Name of Entity Submitting Bid: Nieves Landscape, Inc.

Type of Entity: Corporation

Business Address: 1629 E. Edinger Ave., Santa Ana, CA 92705

Email Address: info@nieveslandscape.com

Telephone Number: 714-641-3071

By:  \_\_\_\_\_

Printed Name: Greg Nieves

Title: President/ Secretary

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**ATTACHMENT NO. 3**

**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR**  
**SANTIAGO HILLS ASSESSMENT DISTRICT**

(Behind this sheet.)

**THIS DOCUMENT MUST BE SUBMITTED IN A SEALED  
ENVELOPE SEPERATELY FROM ALL OTHER BID DOCUMENTS.**

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## INTRODUCTION

This proposal document was prepared to provide landscape maintenance specifications and a proposed program with special landscape maintenance conditions specific to the **Santiago Hills Assessment District**.

**Santiago Hills Assessment District** includes Assessment District, Handy Creek Corridor, Paseo Greenbelts, Park Slope area, Newport Boulevard, Jamboree Road, Chapman Avenue, Santiago Canyon Road, Canyon View Avenue, Fort Road, Fire/Police Facility and Old Camp Road.

**Santiago Hills Assessment District (SHAD)** work includes, but shall not be limited to, all planting care, irrigation system care, recreation trail areas, walkway care, and graffiti removal for Newport Boulevard, Jamboree Road, Chapman Avenue, Santiago Canyon Road, Fort Road, White Oak Ridge, Trails End Lane, Aspen Street, Handy Creek Road, Handy Creek Corridor, Skylark Place, Fire/Police Facility Old Camp Road and Paseo Greenbelts; generally depicted by categorical square footage estimates provided within **Exhibits A, B, C,D,E, F-1, F-2,G, H,I J,K,L,M,N,O, and P (see page 6 of 38 herein)**.

Maintenance work excluded from this program are the Jamboree Road, Handy Creek Corridor and greenbelt paseo underground drainage (piping) system care, community walls and fencing care, entry monumentation wall care and all concrete walkway repair.

## SCOPE OF WORK

All maintenance areas for the City of Orange **Santiago Hills Assessment District**, herein collectively referred to as "Contract Area" with corresponding maintenance maps for Exhibits A through P are listed below with specific work items to be maintained at each area and referenced to the maintenance specification for procedures at each area.

### **1. SANTIAGO HILLS ASSESSMENT DISTRICT:**

#### SPECIFIC WORK TASKS

- California Native Plant Material Care
- General Hardscape Care
- Graffiti Removal/Clean-up
- Ground Cover Care
- Integrated Pest Management
- Irrigation Systems Care
- Native Weeds and Grass Clearing
- Surface Drainage Facilities
- Trash Collection and Disposal
- Tree Care, Shrub and Vine Care
- Turf Care
- Weed Control

#### **PROPOSAL NOTES:**

**Landscape Maintenance Assessment District area landscape inventories for each exhibit are estimates only. The Contractor shall be responsible for determining actual quantities and costs for providing landscape maintenance services to the City of Orange.**

**SANTIAGO HILLS ASSESSMENT DISTRICT  
SQUARE FOOTAGE SUMMARY**

**A. Exhibit A - Chapman Avenue Streetscene and Medians:**

1. Turf and Trees.....	68,650 s.f.
2. Groundcover with Trees, Shrubs and Vines.....	15,850 s.f.
3. Approximate Total Landscape Area.....	<b>84,500 s.f.</b>

**B. Exhibit B - Newport Boulevard Streetscene and Medians:**

1. Turf and Tress.....	28,700 s.f.
2. Groundcover with Trees and Shrubs.....	400 s.f.
3. Approximate Total Landscape Area.....	<b>29,100 s.f.</b>

**C. Exhibit C - Santiago Canyon Road Streetscene and Medians:**

1. Turf and Trees.....	49,040 s.f.
2. Groundcover with Trees and Shrubs.....	15,350 s.f.
3. Approximate Total Landscape Area.....	<b>64,390 s.f.</b>

**D. Exhibit D - Jamboree Streetscene and Medians (North of Chapman):**

1. Turf and Trees.....	59,190 s.f.
2. Groundcover with Trees and Shrubs.....	7,450 s.f.
3. Approximate Total Landscape Area.....	<b>66,640 s.f.</b>

**E. Exhibit E - Rancho Santiago College Streetscene:**

1. Turf and Trees.....	22,500 s.f.
2. Groundcover with Trees and Shrubs.....	5,000 s.f.
3. Approximate Total Landscape Area.....	<b>27,500 s.f.</b>

**F. Exhibit F - Fort Road Streetscene (North & South Parkways and Fire/Police Facility):**

1. North and South Parkways:	
a. Turf and Trees.....	3,960 s.f.
b. Groundcover with Trees, Shrubs and Vines.....	3,960 s.f.
c. Approximate Total Landscape Area.....	<b>7,920 s.f.</b>
2. Fire/Police Facility:	
a. Turf and trees.....	2,070 s.f.
b. Groundcover with Trees and Shrubs.....	11,880 s.f.
c. Approximate Total Landscape Area.....	<b>13,950 s.f.</b>

**G. Exhibit G - Canyon View Avenue Streetscene and Median:**

1. Turf and Trees.....	13,730 s.f.
2. Groundcover with Trees and Shrubs.....	9,770 s.f.
3. Approximate Total Landscape Area.....	<b>23,500 s.f.</b>

**H. Exhibit H - Old Camp Road Streetscene:**

1. Ground cover and Shrub.....	<b>1,850 s.f.</b>
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**I. Exhibit I – Paseo Greenbelt between Lots 16 and 18:**

1. Turf and Trees.....	5,040 s.f.
2. Groundcover with Trees and Shrubs.....	15,090 s.f.
3. Approximate Total Landscape Area.....	<b>20,130 s.f.</b>

**J. Exhibit J - Jamboree Road, Medians, Parkway & Slope, Canyon View Parkway and Paseo:**

1. Medians - Turf and Trees.....	165,300 s.f.
2. Native Weeds and Grass Clearing Jamboree Road West Slope.....	37,700 s.f.
3. Native Weeds and grass Clearing, East Parkway.....	63,420 s.f.
4. Native Weeds and Grass Clearing Canyon View South Parkway.....	7,600 s.f.
5. Ground Cover Jamboree Road South Parkway.....	12,040 s.f.
6. Ground Cover, Shrubs and Trees Jamboree Road MWD Dip Area.....	21,500 s.f.
7. Ground Cover, Shrubs and Trees Paseo.....	13,600 s.f.
8. Approximate Total Landscape Area.....	<b>321,160 s.f.</b>

**K. Exhibit K - Streetscene Newport Boulevard and Chapman Avenue:**

1. Turf and Trees.....	36,300 s.f.
2. Groundcover with Trees and Shrubs.....	44,760 s.f.
3. Approximate Total Landscape Area.....	<b>81,060 s.f.</b>

**L. Exhibit L - Canyon View Avenue, White Oak Ridge, Trails End Lane and Handy Creek Road Streetscene and Medians:**

1. Turf and Trees.....	76,446 s.f.
2. Groundcover with Trees and Shrubs.....	123,704 s.f.
3. Approximate Total Landscape Area.....	<b>200,150 s.f.</b>

**M. Exhibit M - Handy Creek Drainage Easement:**

1. Turf and Trees.....	69,530 s.f.
2. Groundcover with Trees and Shrubs.....	185,000 s.f.
3. Approximate Total Landscape Area.....	<b>254,530 s.f.</b>

**N. Exhibit N – Paseo Greenbelt:**

- 1. Turf and Trees.....52,910 s.f.
- 2. Groundcover with Trees and Shrubs.....85,970 s.f.
- 3. Approximate Total Landscape Area.....**138,880 s.f.**

**O. Exhibit O - Park Slope:**

- 1. Groundcover with Trees and Shrubs.....**21,250 s.f.**

**P. Exhibit P - Newport Boulevard and Skylark Place:**

- 1. Turf and Trees.....30,620 s.f.
- 2. Groundcover with Trees and Shrubs.....35,780 s.f.
- 3. Approximate Total Landscape Area.....**66,400 s.f.**

**SANTIAGO HILLS ASSESSMENT DISTRICT  
TOTAL SQUARE FOOTAGE SUMMARY**

- 1. Turf and Trees:.....683,986 sq. ft.
- 2. Ground Cover With Trees and Shrubs (includes Native type listings):.....738,924 sq. ft.

---

- 3. **Approximate Total Square Footage.....1,422,910 sq. ft.**

BID PROPOSAL SCHEDULE  
Year 1 (July 1, 2021-June 30, 2022)

**I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, equestrian trail and fencing, and sidewalk, from face of masonry wall to mow curb to back of street curb as existing in the field and identified on **Exhibits A, B, C, D, F-1, G, H, I, J, K, L, M, N, O and P**. Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls,, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 24,170.00

Word Form ( Twenty four thousand one hundred seventy dollars )

Total Cost Per Twelve (12) Months \$ 290,040.00

Word Form ( Two hundred ninety thousand forty dollars )

**II. RANCHO SANTIAGO COLLEGE STREETSCENE:**

Monthly and yearly cost for maintaining all planting areas, irrigation, surface drainage and facilities and sidewalk, as existing in the field and identified on **Exhibit E**:

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 573.00

Word Form ( Five hundred seventy-three dollars )

Total Cost Per Twelve (12) Months \$ 6,876.00

Word Form ( Six thousand eight hundred seventy-six dollars )

**III. SANTIAGO HILLS FIRE/POLICE FACILITY:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, sidewalk, and parking lots as existing in the field and identified on **Exhibit F-2:**

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 207.00

Word Form (Two hundred seven dollars)

Total Cost Per Twelve (12) Months \$ 2,484.00

Word Form (Two thousand four hundred eighty-four dollars)

**IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT:**

**TOTAL COST PER MONTH: \$** 24,950.00

Word Form (Twenty-four thousand nine hundred fifty dollars)

**Total Cost Per Twelve (12) Months \$** 299,400.00

Word Form (Two hundred ninety-nine thousand four hundred dollars)

BID PROPOSAL SCHEDULE  
Year 2 (July 1, 2022-June 30, 2023)  
YEARLY INCREASE SHOULD NOT EXCEED 2%

**I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, equestrian trail and fencing, and sidewalk, from face of masonry wall to mow curb to back of street curb as existing in the field and identified on **Exhibits A, B, C, D, F-1, G, H, I, J, K, L, M, N, O and P**. Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls,, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 24,654.00

Word Form (Twenty-four thousand six hundred fifty-four dollars)

Total Cost Per Twelve (12) Months \$ 295,848.00

Word Form (Two hundred ninety-five thousand eight hundred forty-eight dollars)

**II. RANCHO SANTIAGO COLLEGE STREETSCENE:**

Monthly and yearly cost for maintaining all planting areas, irrigation, surface drainage and facilities and sidewalk, as existing in the field and identified on **Exhibit E**:

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 585.00

Word Form (Five hundred eighty-five dollars)

Total Cost Per Twelve (12) Months \$ 7,020.00

Word Form (Seven thousand twenty dollars)

**III. SANTIAGO HILLS FIRE/POLICE FACILITY:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, sidewalk, and parking lots as existing in the field and identified on **Exhibit F-2:**

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 212.00

Word Form ( Two hundred twelve dollars )

Total Cost Per Twelve (12) Months \$ 2,544.00

Word Form ( Two thousand five hundred forty-four dollars )

**IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT:**

**TOTAL COST PER MONTH: \$** 25,451.00

**Word Form** ( Twenty-five thousand four hundred fifty-one dollars )

**Total Cost Per Twelve (12) Months \$** 305,412.00

**Word Form** ( Three hundred five thousand four hundred twelve dollars )

BID PROPOSAL SCHEDULE  
Year 3 (July 1, 2023-June 30, 2024)  
YEARLY INCREASE SHOULD NOT EXCEED 2%

**I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, equestrian trail and fencing, and sidewalk, from face of masonry wall to mow curb to back of street curb as existing in the field and identified on **Exhibits A, B, C, D, F-1, G, H, I, J, K, L, M, N, O and P**. Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 25,148.00

Word Form (Twenty-five thousand one hundred forty-eight dollars)

Total Cost Per Twelve (12) Months \$ 301,776.00

Word Form (Three hundred one thousand seven hundred seventy-six dollars)

**II. RANCHO SANTIAGO COLLEGE STREETSCENE:**

Monthly and yearly cost for maintaining all planting areas, irrigation, surface drainage and facilities and sidewalk, as existing in the field and identified on **Exhibit E**:

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 597.00

Word Form (Five hundred ninety-seven dollars)

Total Cost Per Twelve (12) Months \$ 7,164.00

Word Form (Seven thousand one hundred sixty-four dollars)

**III. SANTIAGO HILLS FIRE/POLICE FACILITY:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, sidewalk, and parking lots as existing in the field and identified on **Exhibit F-2:**

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 217.00

Word Form ( Two hundred seventeen dollars )

Total Cost Per Twelve (12) Months \$ 2,604.00

Word Form ( Two thousand six hundred four dollars )

**IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT:**

**TOTAL COST PER MONTH: \$** 25,962.00

Word Form ( Twenty-five thousand nine hundred sixty-two dollars )

**Total Cost Per Twelve (12) Months \$** 311,544.00

Word Form ( Three hundred eleven thousand five hundred forty-four dollars )

**BID PROPOSAL SCHEDULE**  
**Year 4 (July 1, 2024-June 30, 2025)**  
**YEARLY INCREASE SHOULD NOT EXCEED 2%**

**I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, equestrian trail and fencing, and sidewalk, from face of masonry wall to mow curb to back of street curb as existing in the field and identified on Exhibits A, B, C, D, F-1, G, H, I, J, K, L, M, N, O and P. Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls,, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 25,651.00

Word Form ( Twenty-five thousand six hundred fifty-one dollars )

Total Cost Per Twelve (12) Months \$ 307,812.00

Word Form ( Three hundred seven thousand eight hundred twelve dollars )

**II. RANCHO SANTIAGO COLLEGE STREETSCENE:**

Monthly and yearly cost for maintaining all planting areas, irrigation, surface drainage and facilities and sidewalk, as existing in the field and identified on Exhibit E:

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 609.00

Word Form ( Six hundred nine dollars )

Total Cost Per Twelve (12) Months \$ 7,308.00

Word Form ( Seven thousand three hundred eight dollars )

**III. SANTIAGO HILLS FIRE/POLICE FACILITY:**

Monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, sidewalk, and parking lots as existing in the field and identified on **Exhibit F-2**:

Excluded from this maintenance contract work are all entry monumentation sign walls, all street sweeping, all project masonry walls, and all equestrian trail surface, and all subsurface drainage devices.

**Sub-total bid proposal contract amount**

Total cost per month: \$ 222.00

Word Form ( Two hundred twenty-two dollars )

Total Cost Per Twelve (12) Months \$ 2,664.00

Word Form ( Two thousand six hundred sixty-four dollars )

**IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT:**

**TOTAL COST PER MONTH: \$** 26,482.00

Word Form ( Twenty-six thousand four hundred eighty-two dollars )

**Total Cost Per Twelve (12) Months \$** 317,784.00

Word Form ( Three hundred seventeen thousand seven hundred eighty-four dollars )

UNIT PRICE – INFORMATION  
YEARLY INCREASE SHOULD NOT EXCEED 2%

All proposers are required to provide the following unit cost figures. **These figures shall be used by the City for additions/deletions to the contract, extra work, or for payment deductions due to performance failure from the contracting work.** All unit prices shall include a complete installation where required

**A. Labor Hourly Rates:**

	Year 1	Year 2	Year 3	Year 4
Supervisor	\$65.00	\$66.30	\$67.63	\$68.98
Maintenance Laborer	\$30.00	\$30.60	\$31.21	\$31.83
Tree Trimmer	\$78.00	\$79.56	\$81.15	\$82.77
Irrigation Technician	\$45.00	\$45.90	\$46.82	\$47.76
Pest Control Operator	\$48.00	\$48.96	\$49.94	\$50.94
Landscape Construction Laborer	\$77.06	\$71.60	\$73.24	\$74.91
Equipment Operator	\$112.00	\$116.07	\$120.29	\$124.65

**B. Maintenance Tasks:** (including all labor, equipment and disposal)

**1. Turf**

	Year 1	Year 2	Year 3	Year 4
Mowing	\$0.009/ sf	\$0.00192/ sf	\$0.0094/ sf	\$0.0096/ sf
Edge and Trim	\$2.75/ lf	\$1.79/ lf	\$1.83/ lf	\$1.87/ lf
Fertilization	\$0.015/ sf	\$0.0153/ sf	\$0.0156/ sf	\$0.0159/ sf
Aerification	\$0.006/ sf	\$0.0062/ sf	\$0.0064/ sf	\$0.0066/ sf
Dethatching	\$0.03/ sf	\$0.031/ sf	\$0.032/ sf	\$0.033/ sf
Overseeding (Seed & Topdress Complete)	\$0.038/ sf	\$0.039/ sf	\$0.04/ sf	\$0.041/ sf

**2. Ground Cover, Shrubs and Trees**

	Year 1	Year 2	Year 3	Year 4
Edge & Trim	\$2.00/ lf	\$2.03/ lf	\$2.06/ lf	\$2.09/ lf
Weeding	\$0.05/ sf	\$0.051/ sf	\$0.052/ sf	\$0.053/ sf
Fertilization	\$0.015/ sf	\$0.0153/ sf	\$0.0156/ sf	\$0.0159/ sf
Mulching with 0-2" Forest Floor Organic Product	\$68.00/ cy	\$69.36/ cy	\$70.75/ cy	\$72.17/ cy

Shrub Pruning	\$38.00/ ea	\$38.76/ ea	\$39.54/ ea	\$40.33/ ea
Tree Pruning to a height of 20' from finish grade	\$39.00/ ea	\$39.78/ ea	\$40.58/ ea	\$41.39/ ea
Staking Trees	\$24.00/ set	\$24.48/ set	\$24.97/ set	\$25.47/ set
Guying Trees	\$38.00/ set	\$38.76/ set	\$39.54/ set	\$40.33/ set
Vine Care (attachment & training complete)	\$40.00/ ea	\$40.80/ ea	\$41.62/ ea	42.45/ ea

3. Irrigation: (including all fittings & equipment for removal & replacement)

	Year 1	Year 2	Year 3	Year 4
½" SCH 40 PVC Pipe	\$0.95/ lf	\$0.97/ lf	\$0.99/ lf	\$1.01/ lf
¾" SCH 40 PVC Pipe	\$1.01/ lf	\$1.03/ lf	\$1.05/ lf	\$1.07/ lf
Mainline Repair (Time & Material)	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Rainbird 1806 pop-up head	\$28.00/ ea	\$28.56/ ea	\$29.13/ ea	\$29.71/ ea
Rainbird 1812 pop-up head	\$30.00/ ea	\$30.60/ ea	\$31.21/ ea	\$31.83/ ea
Rainbird PA-85 PRS shrub standard head	\$9.00/ ea	\$9.18/ ea	\$9.36/ ea	\$9.55/ ea
Rainbird T-Bird Series Rotor	\$48.50/ ea	\$49.47/ ea	\$50.46/ ea	\$51.47/ ea
Toro 700 Series Rotor	\$64.50/ ea	\$65.79/ ea	\$67.11/ ea	\$68.45/ ea
Febco RPP Device 825Y for 2" and smaller	\$940.00/ ea	\$958.80/ ea	\$977.98/ ea	\$997.54/ ea
Febco RPP Device Model 825 for 2-1/2" and larger	\$2,575.00/ ea	\$2,626.50/ ea	\$2,679.03/ ea	\$2,732.61/ ea
Rainbird EFB-CP Series Rmote Control Valve 1"	\$249.00/ ea	\$253.98/ ea	\$259.06/ ea	\$264.24/ ea
Rainbird EFB-CP Series Rmote Control Valve 1-1/4"	\$315.00/ ea	\$321.30/ea	\$327.73/ ea	\$334.29/ ea
Rainbird EFB-CP Series Rmote Control Valve 1-1/2"	\$345.00/ ea	\$351.90/ ea	\$358.94/ ea	\$366.12/ ea
Rainbird 33 DLRC Quick Coupler	\$93.00/ ea	\$94.86/ ea	\$96.76/ ea	\$98.70/ ea

4. Pesticide:

	Year 1	Year 2	Year 3	Year 4
Insecticide Application	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Systemic Herbicide Application	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Selective Herbicide Application	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat

Disease/Fungicide Application	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Snail and Slug Control	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Soil Injections	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat
Rodent Control	\$45.00/ hr + mat	\$45.90/ hr + mat	\$46.82/ hr + mat	\$47.76/ hr + mat

5. Clean Up:

	Year 1	Year 2	Year 3	Year 4
Trash Removal	\$34.00/ hr	\$34.68/ hr	\$35.37/ hr	\$36.08/ hr
Graffiti Removal	\$42.00/ hr	\$42.84/ hr	\$43.70/ hr	\$44.57/ hr
Blowing/Vacuum	\$39.00/ hr	\$39.78/ hr	\$40.58/ hr	\$41.39/ hr

C. Material and Installation: (including all labor, equipment and disposal)

	Year 1	Year 2	Year 3	Year 4
24" box trees (each)	\$325.00	\$331.50	\$338.13	\$344.89
15 gallon trees (each)	\$115.00	\$117.30	\$119.65	\$122.04
15 gallon shrubs (each)	\$79.00	\$80.58	\$82.19	\$83.83
5 gallon shrubs (each)	\$35.00	\$35.70	\$36.41	\$37.14
1 gallon shrubs (each)	\$10.00	\$10.20	\$10.40	\$10.61
Turf sod (sf)	\$2.50	\$2.55	\$2.60	\$2.65
Turf seed & top dressing complete (sf)	\$1.95	\$1.99	\$2.03	\$2.07
Ground Cover flat (sf)	\$28.00/ ft	\$28.60/ ft	\$29.20/ ft	\$29.80/ ft
Concrete Mow Strip (lf)	\$25.00	\$25.50	\$26.01	\$26.53
Equestrian Lodge Pole Fencing Post (includes concrete footing) (each)	\$85.00	\$86.70	\$88.43	\$90.20
Equestrian Lodge Pole Fencing Rail (each)	\$60.00	\$61.20	\$62.42	\$63.69

## GENERAL REQUIREMENTS

The Contractor shall comply with the General Requirements described herein including, but not limited to, the following:

### G- 1 TERMS AND DEFINITIONS:

- A. Agency : The City of Orange, California, also herein called "City".
- B. Contract Area: Santiago Hills Assessment District (or SHAD).
- C. City's Representative: Designated person(s) as authorized representative(s) or the contract administrating officer(s) of the City of Orange.
- D. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- E. The use of the words "shall" and "may" shall be held to mean "Mandatory" and "permissive" respectively.

### G-2 AREAS TO BE MAINTAINED:

The City makes no representation about the order or condition of the Contract Area work nor does the City warrant that the Contract Area will be free of defects, either apparent or hidden, at the commencement of, or at any time during the term of contract,

Contract Area sites may include hardscape, medians, parkways, slopes, greenbelt areas or natural areas.

An identification of the areas to be maintained is provided in this bid document.

Inventories supplied with this bid package are only approximate and may contain errors. By entering into contract the Contractor shall be deemed to have agreed to accept the condition of the Contract Area in its "as is" condition with the intent to upgrade or modify existing deficiencies to contract specifications.

### G-3 WORKING HOURS:

**Normal working hours shall be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.** No Saturday or Sunday work is to be scheduled without permission from the City, or in emergency situations.

**G-4 LANDSCAPE LICENSE:**

The Contractor shall hold a valid and current **California C-27 License** and submit a copy thereof. The Contractor must also maintain a California State Licensed Pest Control Operator and a California State Licensed Pest control Advisor. The name and pen-nit number will be supplied to the City at the beginning of the contract, and any changes forwarded within 24 hours of said change.

**G-5 CONTRACTOR'S OFFICE:**

The Contractor is required to maintain an office within a **one (1) hour response time** of the job site and provide the office with phone services during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by telephone, cellular phone or pager. **Contractor shall have a maximum response time of one (1) hour to all emergencies. There will be no on site storage of equipment or materials.** Contractor will have full responsibility for maintaining an office and yard.

**G-6 SUPERVISION AND CONTRACTOR PERSONNEL:**

The Contractor shall provide sufficient supervisory and working personnel to perform all work in accordance with the specifications set forth herein. The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City, all work required under this contract during the prescribed hours.

The Contractor's supervisor and technical personnel shall have the following minimum work experience for public agency or similar projects in supervision, maintenance operations, and irrigation management and repairs:

<b>Supervisor</b>	<b>3 years</b>
<b>Foreman</b>	<b>2 years</b>
<b>Irrigation Technician</b>	<b>2 years</b>

The Contractor shall submit a resume of work experience for these employees to the City for approval and thereafter during the performance of the contract for any change in contract personnel during the duration of the contract.

**The Contractor shall have a competent supervisor, foreman and irrigation technician on the job at all times work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract.** Supervisor, foreman and irrigation technician must be able to demonstrate to the satisfaction of the City that they possess adequate technical background and experience in public facilities maintenance and irrigation water management of the type found in the City of Orange. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work that will be acceptable to the City. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.

The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.

The City may request the Contractor to provide the same supervisor to supervise landscape maintenance operations at all Contract Areas. The Contractor shall not transfer or share landscape/technical personnel from a specific work site to another Contract Area without written notification to the City's Representative and approval by the City.

**G-7 ADDITIONAL PERSONNEL AND EQUIPMENT:**

The City reserves the right to require the Contractor to provide additional landscape personnel and equipment at no additional cost to the City in the event the Contractor fails to adhere to the maintenance schedule or provide and perform landscape work as specified in the General Requirements and Maintenance Specifications of the contract.

**G-8 REPORTING SAFETY HAZARDS, DAMAGE/MALFUNCTION AND GRAFFITI:**

It shall be the Contractor's responsibility to **daily inspect work sites** and identify any condition(s), hazards, or potential hazards that render any Contract Areas or portion thereof within this contract unsafe, as well as unsafe practices occurring thereon.

The Contractor shall **notify the City immediately** of any unusual and/or hazardous conditions in the Contract Area, including but not limited to any damage to, or malfunction of, or any item that creates a hazard or prevents the public's use of City facilities.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscape areas and paving, using barricades or traffic cones to alert persons of the existence of hazards, replacing valve box covers and securing City facilities so as to protect all persons for injury.

The Contractor shall be responsible for removing graffiti in all contract areas, including but not limited to surface graffiti on control boxes and enclosures, path lighting standards and bases, trees, hardscape surfaces etc. **Contractor shall report any graffiti observed in the contract area and provide photographs to the City Representative within twenty-four (24) hours of its appearance.**

**G-9 COOPERATION/COLLATERAL WORK:**

The Contractor shall recognize that during the course of the contract other activities and operations within the Contract Area may be conducted by the City and other contractors. These activities may include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, emergencies and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City to cooperate.

**G-10 SPECIALTY OPERATIONS:**

Written notification of all "**specialty type**" maintenance operations shall be given to the City **forty-eight (48) hours PRIOR** to each of these operations by the Contractor. "Specialty type" maintenance operations are defined as: fertilization, pre-emergence weed control, turf aerification, turf dethatching, seeding, preventive and curative application of turf fungicide, all pesticide applications and plant replacements.

**G-11 EMERGENCY NUMBERS AND RESPONSE:**

The Contractor will provide the City with names and telephone numbers of qualified persons who can be called by the City when emergency conditions occur. The Contractor shall provide the capability to receive and respond immediately to calls of an emergency nature during working hours and during hours when the contractor's normal work force is not present. **There will be no extra cost to the City during normal business hours between 7:00 a.m. and 4:00 p.m., Monday through Friday.**

During normal working hours the Contractor shall have the ability to contact their field crews and mobilize them to the Contract Area within **one (1) hour** of notification by the City. **The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hour of notification.** If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be deducted from the monthly billing. The Contractor shall notify the City within **one (1) hour** when any emergency work has been completed.

**G-12 SCHEDULES:**

Annual Schedule - The annual maintenance schedule, shall indicate the time frames when items of work shall be accomplished per the performance requirements. The Contractor shall complete the schedule for each facility and in a manner which shall correspond to the weekly schedules.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Changes or variations in scheduling may be necessitated by City special events, emergencies or other landscape work. The Contractor shall adapt any or all schedules to the City requests.

Weekly Schedule - The weekly schedule shall indicate the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning and afternoon. The Contractor shall complete the schedule for each item of work and each area of work. The initial schedule shall be submitted ten (10) days prior to the effective date of the contract. Changes to the schedule shall be received by the City at least 24 hours prior to the scheduled time for the work.

Performance On Schedule - The Contractor has been provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the weekly schedule. **Failure to notify of a change and/or failure to perform an item or work on a schedule day may result in deduction of payment for that date or week.**

**G-13 CONTRACT PAYMENT:**

The Contractor will be paid monthly for satisfactory work performed under this contract. On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the contract for work performed in the prior month.

- A. This invoice shall be in accordance with the contract price and shall become the basis for payment.
- B. This invoice shall be subject to review and approval by the City's Representative.
- C. All submitted invoices shall be paid within 30 days of approval by the City.
- D. Any charges in the invoice not approved by the City's Representative shall not be paid by the City.
- E. The Director may delete a portion of or the entire work site from contractual maintenance during a construction period or any period where the Director determines that work cannot be scheduled. The deletion of this portion of work will be reflected as a reduction in the monthly payment to the Contractor. The amount of reduction will be based on the percentage of area involved and agreed upon by the City and the Contractor in writing.

**G-14 CONTRACT NON-PERFORMANCE:**

If the Contractor fails to execute the work in the manner and at such locations as specified, or fails to maintain the work schedule which will insure the City's interest, or if the Contractor is not carrying out the interest of the Contract, the City shall notify the Contractor both verbally and in writing demanding satisfactory compliance with the Contract. The Contractor will have one (1) hour to respond to said issue and begin correction. If the Contractor does not perform the work in question within the time specified in said notice or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. In the event the Contractor does not perform the work in question, the City has no obligation to pay the contractor for work not performed. The City may, in addition, withhold from monies due to the Contractor the sum of Three Hundred Dollars (\$300.00) per day for each and every calendar day delay in finishing the work within the time specified. The City has the authority to penalize

the Contractor \$300.00 for each 'failure to perform' without the obligation of first giving notice to the Contractor of issue or needed correction.

If the sums due under the Contract are insufficient for completion, the Contractor shall pay to the City within five (5) days after the completion, all costs in excess of the sums due. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**G-15 PAYMENTS WITHHELD:**

The City may withhold **entire or partial payment** for reasons as follows:

- A. Work required by the specifications that is defective, incomplete or not performed.
- B. Claims against the City that are filed.
- C. Failure of the Contractor to make payments properly to subcontractors, or for materials and/ or labor.
- D. A reasonable doubt that the Contractor will not complete it's required performance for the remaining balance of the term of the contract.
- E. Reports, records or written documentation required of the Contractor to be delivered to the City's Representative which are incomplete or not performed.

**G-16 PERFORMANCE DURING INCLEMENT WEATHER:**

During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.

- A. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- B. The Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather, or other reasons.
- C. The Contractor shall stake and re-tie trees as required.
- D. The Contractor shall remove all branches and debris resulting from inclement weather as directed by the City.
- E. Drains shall be checked and cleaned as necessary.
- F. The Contractor may be required to perform clean-up tasks as requested by the City during inclement weather.

**G-17 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**

All damage incurred to existing facilities and improvements by the Contractor's operations shall be repaired or replaced at the Contractor's expense. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:

A. All major irrigation repairs shall be complete within **24 hours** of notification by the City.

B. General landscape and facility repairs shall be complete within **three (3) days** per the following guidelines:

1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair unless approved by the City's Representative.

2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City's Representative.

3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City's Representative the damage is severe, the shrub shall be removed and replaced with a similar variety and size.

4. Damage to trees shall be repaired in the following manner:

a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.

b. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size at the Contractor's expense.

5. Hardscape facilities damaged shall be repaired with materials approved by the City.

6. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

C. All landscape repairs will comply with current City Landscape Standards and Specifications. The Contractor is responsible for all repair related maintenance such as, but not limited to, watering and fertilizing of replaced plant materials until accepted by the City.

**G- 18 UNDERGROUND EXCAVATIONS:**

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Contractor shall notify the City and contact the **Underground Service Alert (1-800-227-2600)** before commencing any excavation to locate underground utility systems. Any damage or problems shall be reported immediately to the City.

Unless otherwise indicated in the contract documents, all utility lines, conduits, wires or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by Contractor during the progress of the work, provided that should the Contractor, in the performance of the work, disturb, disconnect or damage any of the above, all expense arising from such disturbance or in the replacement or repair thereof, shall be borne by the Contractor.

**G-19 VANDALISM/THEFT:**

The Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas that are to be maintained under this contract and of those which are damaged or altered in any way as a result of theft and/or mysterious damages as well as those which are damaged by the performance of the Contractor.

Additional compensation will be provided only for the cost of parts that are directly related to the theft and/or vandalism; labor shall be provided by the Contractor at no additional cost to the city.

**G-20 SOUND CONTROL REQUIREMENTS:**

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

A noise level limit of 86 dBA at a distance of fifty feet (50') shall apply to all construction/maintenance equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. No maintenance functions that generate excess noise that would cause annoyance to residents of any Contract Area shall commence before 8:00 a.m.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**G-21 LOCKS AND KEYS:**

Where City of Orange locks and keys are required as part of this contract, the Contractor shall:

- A. Not duplicate any coded City key furnished by the City for access and operation of the controller.
- B. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary to prevent loss to the City.
- C. Protect the security of City property by keeping controller cabinets and enclosure doors locked at all times.
- D. Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by the City.

**G-22 STORAGE FACILITIES:**

The City of Orange will not provide any storage facilities for the Contractor.

**G-23 COMPLAINTS FROM CITY:**

**All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the City.** If any complaint is not abated within twenty-four (24) hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report to the City's Representative within five (5) days.

If the complaints are not abated within the time specified, or to the satisfaction of the City, the City's representative may correct the specific complaint and the total cost incurred by the City will be deducted and forfeited from the payment owing to the Contractor from the City.

**Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from City.**

**G-24 PARKING:**

The Contractor shall park his vehicles and equipment within designated parking areas or in such locations as allows normal vehicular and bicycle traffic. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all standards of OSHA or CALOSHA.

**G-25 SIGNS:**

The Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the City.

The Contractor shall, at all times, remove all unauthorized signs and advertising matter in the contract area under maintenance.

**G-26 ADDITIONAL CONTRACT AREAS:**

Contractor shall maintain at an agreed upon unit price comparable to other existing landscape areas, any additional landscape areas that the City adds to this contract.

In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be pro-rated from the day the Contractor is notified to start of maintenance.

The City may elect to delete work sites, or portions thereof, within this contract at a unit price comparable to the bid price of said work sites.

**G-27 NO SMOKING:**

No employee of the contractor shall smoke or use any tobacco product within any public park (or any portion thereof) or any building thereon or in an outdoor area within 20 feet of a public park within the City of Orange owned and maintained by the City as a public park.

**MAINTENANCE SPECIFICATIONS**

**SCOPE**

Notwithstanding the requirements of these specifications, it is the intent of this document to ensure that the landscape, plantings, irrigation system and contract area be maintained in a healthy vigorous growth and well-groomed state at all times. Contractor performance shall present a professional image, a high standard of quality and technical competence. The Contractor's prime responsibility will be to integrate innovative and progressive elements of landscape maintenance standards and the objectives as set forth in this specification. The requirements and specifications of this document do not supersede any other applicable standards for Public Works contracts. Where there are differences, the more stringent shall apply, and the City shall be notified of any necessary changes to the specified operations and materials. **The Contractor shall be responsible for providing a continuing improvement program of all Contract Areas, noted herein this contract, that are deficient in landscape maintenance services and not in conformance with these specifications.**

**M-1 MATERIALS:**

All materials and subsequent change orders used shall conform to the specifications, or as approved in writing by the City. The original job specifications are available at the City.

**M-2 SUBMITTALS:**

A. As required by Law, the Contractor must submit to the County Agricultural Commissioner's Office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used within the Contract Area.

B. Soils tests shall be performed on an as needed basis. All soil sampling locations shall be approved by the City's Representative, with results submitted to the City. Soils testing shall be done by an approved soils agronomic testing firm. Contractor shall be required to pay costs of tests if negative results are related to incorrect maintenance practices.

C. Any substituted products or equipment being used which do not conform to the original project working drawings, job specifications or as specified herein shall be approved by the City in writing prior to installation.

**M-3 GENERAL MAINTENANCE CARE AND PROCEDURES:**

- A. All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.
- B. The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- C. Work done in any Contract Area which may affect existing utility improvements shall be done only after the notification of the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.
- D. Contractor personnel are not to take any direction from individual homeowners or members of the community unless the request is of an emergency nature. Contractor's personnel shall inform the individual to contact the City's Representative.
- E. The Contractor shall refer to the Specifications contained herein for Weekly Maintenance Review procedures and for Yearly Landscape Maintenance Scheduled Work Notification requirements.

**M-4 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS:**

- A.. The Contractor shall comply with Local, State and Federal National Pollutant Discharge Elimination System (NPDES) regulations including the County Drainage Area Management Plan (DAMP) and the City's Local Implementation Plan (LIP) at all times while providing landscape maintenance services for the City.
- B. The Contractor shall apply Best Management Practices (BMP's) for all pollution prevention of the discharge of pesticides and fertilizers, landscape waste, trash, debris and other pollutants to the storm drain and receiving waters.

**M-5 SAFETY:**

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and comply with all safety standards required by OSHA or CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

- A. Reporting Safety Hazards, Damage or Malfunction: It shall be the Contractor's responsibility to **daily inspect all Contract Areas** and identify any condition(s) that renders any areas within this contract unsafe, as well as unsafe practices occurring thereon and **report any deficiencies immediately** to the City's Representative.

1. Notify the City **immediately** of any unusual and hazardous conditions in the Contract Area including, but not limited to, holes in landscape areas, missing valve box or drain inlet covers, fallen branches, or any item that creates a safety hazard or prevents the public's use of the Contract Area.

2. Notify the City within **one (1) hour** of malfunctioning facilities or conditions that may break, malfunction or interrupt the public's use of the Contract Area.

B. Walkways, Stairways and Hardscape Areas: Care shall be taken so that maintenance does not inhibit or endanger pedestrians utilizing walkways, stairways, and hardscape areas. This work should be scheduled to coincide with mowing or other landscape work in the Contract Area. Adequate safety procedures should be followed including signing and roping off areas as necessary. Should work be disrupting to the public or regular traffic flow, it shall be rescheduled to a more convenient time.

C. Work Site: The Contractor shall maintain all work Contract Area sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

D. Street Closures, Detours, Barricades: If work is to be conducted in the public right-of-way, the Contractor shall adhere to all safety rules, using cones, signboards, or other required safety equipment, and obtain all necessary permits and approvals per **Work Area Traffic Control Handbook requirements (WATCH book)**.

If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City, the City's Representative may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

E. Safety Equipment: All required and recommended safety devices for all power equipment shall be maintained at all times. Failure to maintain safety devices will result in the temporary interruption of work as directed by the City.

G. Safety Meeting: A **weekly safety meeting** shall be conducted by the Contractor for all employees involved in maintenance of Contract Areas. Minutes of the weekly meeting shall be published with all attendee signatures thereon. A copy of the minutes shall be submitted to the City each week of the Contract period.

#### M-6 **PESTICIDE USE AND SAFETY:**

All materials shall be in strict accordance and applied within the EPA and Department of Pesticide Regulation (DPR), California Food and Agricultural Code, and current County of Orange Agriculture Commissioner regulations. **Contractor is required to adhere to the City's Integrated Pest Management program available on the City's website:**

<https://www.cityoforange.org/DocumentCenter/View/8326/Integrated-Pest-Management>

A. GENERAL REQUIREMENTS:

The application of pesticides and other materials used on the Contract Area shall be recorded and submitted monthly to the County Agricultural Commissioner's Office and City. Contractor shall be responsible for accurately maintaining all pesticide application records. Contractor to take direction from the City regarding posting signage prior to application.

1. There shall be no application of a pesticide without approval by the City.
2. Application of all pesticides shall be only by or under the direct supervision of a properly State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.).
3. The Contractor shall submit to the City of Orange a monthly report and **Annual Use Report in June** of each year that shall have the total amount of pesticides, including fertilizers, used on each of the Contract Area sites per NPDES requirements.
4. The Contractor shall submit to the City of Orange copies of current P.C.A., Q.A.L. and Orange County P.C.A. registrations upon annual renewal(s) in **January** of each year.
5. **Non-restricted pesticides shall be used whenever possible to perform pest control in landscape areas.**
6. **All restricted pesticides and/or chemicals to be used for pest control shall be approved by the City's Representative prior to use.** A written recommendation of the proposed restricted pesticides to be used shall be prepared by a licensed California Agricultural Pest Control Advisor, and accompanied with a Notice of Intent Form to apply restricted/non-restricted materials. A written recommendation shall contain all specified information required for the application of restricted pesticides. The Contractor shall pay for and obtain all recommendations.

B. APPLICATION OF PESTICIDES:

1. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied in quantities in which each area is capable of receiving without excessive runoff.

2. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the EPA, California Department of Pesticide Regulation, California Food and Agriculture Code and County Agriculture Commissioner regulations.

3. Equipment and Methods: Application equipment shall be in good operating condition, quality and designed to efficiently apply materials to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

4. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency, thereby reducing the total amount of technical material required to gain control.

5. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.

6. Certification of Materials: All materials shall be delivered on the Contract Area site in original unopened containers. Materials shall be subject to inspection by the City's Representative. All materials must be accompanied by MSDS.

#### M-7 WEED CONTROL:

**Weed control for SHAD shall be performed on a four (4) week interval/schedule or more often as necessary.** The Contractor shall be responsible for providing a continuous weeding program for all contract areas, with each area being serviced at least once every four (4) weeks. Weeds shall be **inspected for and removed continuously**, and shall include "any undesirable or misplaced plant". In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be sprayed for weed control as directed.

A. Turf: The use of any chemicals for weed control shall be done by a State Licensed Pest Control Operator (Qualified Applicator License – Q.A.L.) who shall follow all guidelines governing his license as well as **the City's Integrated Pest Management (IPM) program which is available on the City's website:**

<https://www.cityoforange.org/DocumentCenter/View/8326/Integrated-Pest-Management>

City approval must be obtained prior to applying any pesticide. At first indication of Crabgrass infestation, apply affected areas with an approved material. Apply Crabgrass killer only on cool days and when lawns are in a moist condition. Removal of all weeds shall be a continuous program. Noxious weeds, shall not be permitted to grow within the areas assigned as part of this contract, and shall be completely removed and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any landscape area maintained by Contractor. If necessary and approved by the City, the **contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas between January 15th and February 15th.**

B. Ground Cover: All ground cover shall be inspected weekly for weed growth. Weeds may be controlled with post-emergent herbicides, chemically, manually, mechanically and/or by hand pulling. Weeds shall be removed completely, on a regular basis with each contract area being serviced according to the four (4) week interval/schedule or more often as necessary. Bermuda grass or other noxious weeds shall not be allowed to become established in any ground cover area. Cultivating of ground cover areas shall be held to a minimum and cultivated only as necessary to remove weeds. Excessive cultivation will result in root damage to ground covers and shrubs.

C. Trees: All trees in ground cover and turf areas shall have open soil maintained immediately around the base of the trunk. Keep this area free of weeds at all times and avoid frequent soil cultivation which destroys shallow roots. Tree wells shall be free of weeds at all times times.

D. Shrubs: Weeds shall be inspected and removed weekly or more often as necessary from beds regularly chemically, manually, or mechanically. Bermuda grass and other noxious weeds shall not be allowed to become established.

E. Walkways, Parking Lots and Median Island Hardscape: Contractor shall be responsible for controlling weeds weekly or more often as necessary by chemical, manual, or mechanical means, growing in cracks, curb & gutter, or expansion joints and areas contiguous to the Contract Area.

F. Recreational Trails: Weeds shall be removed from recreational trails once every four weeks or more often as necessary.

G. Adjacent Open Space Perimeter Areas: Any on-site open space areas adjoining Contract Areas that are not improved shall be included in the weeding program so as not to infest contracted landscaping improvements. Such adjoining perimeter areas shall be systemically controlled chemically, manually, or mechanically, to maintain a continuous three foot (3') width of weed-free clear area. Work to be done monthly or more often as necessary. The City shall be responsible for obtaining all required permission, permits and approvals for such treatment on adjacent property owned by others.

#### M-8 TURF CARE

**All mowing, edging and trimming for the SHAD shall be performed and completed within two (2) working days.** Lawns shall be maintained to be in the healthiest growing condition possible. The Contractor shall supply the necessary services as follows:

##### A. MOWING:

1. General: Turf in this contract shall be mowed with **power propelled mulching mowers** equipped to mow and mulch clippings in one operation. Rotary mulching mowers shall be used to mow tall fescue or other cool-season turf areas and **grass clipping are not to be visible from all mowing operations**. Reel mowers will be required to mow Bermudagrass areas. All mowers shall be equipped with approved safety equipment. **All Paseo Greenbelt areas and the Handy Creek Corridor shall be mowed with 21 inch rotary walk behind mulching mowers.** Care shall be exercised during the mowing operation to prevent damage to trees and other physical obstacles located within the turf areas. **Do not mow wet areas.** Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts or depressions are made, Contractor will make repairs at his own expense. Mowing ruts shall be repaired with sod or seed as determined by the City's Representative. Labor and materials shall be provided by the Contractor for re-seeding or resodding to any failing turf areas as becomes necessary due to contractor neglect.

2. Cool Season Grass: Turf shall be mowed (maintained) with rotary type mulching mowers at a height of **three inches (3")** during **Spring, Summer and Fall**. In the **Winter** turf areas shall be mowed at a height of **two inches (2")**. All turf areas shall be cut at regular **weekly intervals**. The turf should never be cut more than one-third (1/3) of the top growth or approximately three-quarter inch ( 3/4") at any one mowing. **Avoid Scalping.**

3. Equipment Cleaning: To help prevent contamination of turf areas, thoroughly "wash off" all equipment that was used at another site prior to mowing or edging any areas on the site.

4. Equipment Condition: Machinery and equipment used by the Contractor shall be safe, clean and well maintained at all times to ensure proper operation under this contract. All mowing and trimming equipment shall be in proper adjusted and blades shall be maintained in a sharp manner. The reel blade adjustment shall provide a uniform level cut without ridges or depressions. **Mowers blades shall be sharpened weekly and mowers shall be maintained to provide a smooth even cut without tearing of the leaf blade. Always keep mowers and edgers sharp, so as to cut the tips not tear them off.** Torn grass blades which have a brown "haze appearance" are not acceptable. All equipment shall be subject to inspection and approval by the City's Representative.

5. Clipping Disposal: All grass clippings shall be collected and removed from turf areas at the Contract Area site and disposed off site in an approved manner prior to the completion of the day's mowing operations or the end of the day, whichever occurs first. Curbs, gutters, walkways, parking lots, medians, streets etc., shall be cleaned after each edging by blowers, vacuum, sweeping or other approved methods. **Do not blow or rake grass clippings onto the street, curbs, gutters or into any storm drain inlets.** Refer to Section M-20, TRASH COLLECTION AND DISPOSAL, of this specification.

6. Watering Turf. Water shall be applied as frequently as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water should be in the evening or early morning hours per Section M-15, IRRIGATION SYSTEM CARE, so as not to interfere with public use of the Contract Areas. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water lawn areas a minimum of twice per week in the Winter and three (3) times per week in the Summer. **Water runoff across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.**

7. Dog Droppings: Shall be removed when found during **weekly mowing operations or as often as necessary.** Contractor shall be responsible for replenishing doggie bags at 12 existing doggie bag station locations one (1) time per week or as directed.

## B. EDGING AND TRIMMING:

1 General: Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, buildings, shrub areas and other physical obstructions shall be **trimmed weekly** in the **Spring, summer and Fall** seasons and as necessary for a neat appearance during the **Winter** months. **Grass shall be neatly trimmed away from sprinkler heads to ensure proper coverage and operation.** Trim turf immediately adjacent to sprinkler heads, as directed by the City's Representative and under no circumstances remove an area larger than the head diameter. Trimming around sprinkler heads or cutouts in the turf area with an edger will not be permitted.

**Weed or turf killer shall not be used. "Weed Eaters" or similar equipment shall not be used around trees or shrubs unless approved by the City.** All trimming or edging around trees and shrubs shall be accomplished by spraying a **twelve inch (12") minimum** width not to exceed **eighteen inches (1") maximum** width area around the plant with an herbicide per manufacturer's applications rates at all times. In lieu of trimming, herbicides may be applied adjacent to fixtures, fences and buildings. Herbicides used along fences and buildings shall not exceed **six inches (6")** away from the object being sprayed. Only apply herbicides which have been approved by the City's Representative.

C. FERTILIZATION:

Lawns shall be fertilized **four (4) times annually with a "complete fertilizer"**. Fertilize **two (2) times per year** during the months of **December and February** using **22-3-9** at the rate of five pounds (5 lbs.) per 1000 square feet or approved equivalent program. During the months of **April, and October** fertilize with **16-6-8** at the rate of six pounds (6 lbs.) per 1000 square feet **two (2) times per year**, or approved equivalent program.

1. Due to the broad geographical area of the contract, the City may from time to time adjust or change the fertilization specifications contained herein as a result of consultation with the Contractor or recommendations of a horticultural soils and plant laboratory report for each site.

2. All fertilization shall be included with the landscape maintenance of each Contract Area. The Contractor shall supply and transport all required fertilizers as a part of his cost included in the bid to the City.

D. AERATION:

All turf areas are to be aerated during the months of **March and October** by removing half inch (1/2") diameter by three inches (3") deep cores with an aerator machine at not more than six inch (6") spacing. Aerate compacted or stressed areas as required to increase water penetration and reduce runoff. **Contractor shall flag all irrigation sprinklers prior to commencement of work.** Cores shall be removed and dumped in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated between the intervals specified above as necessary. All damaged areas larger than four inches by four inches (4" x 4") shall be seeded on an as needed basis at no additional cost to the City.

E. DETHATCHING:

1. Turf areas shall be dethatched **once per year** between **September and October** or as directed by the City's Representative.

2. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine.

3. **Contractor shall flag all irrigation sprinklers prior to commencement of work.**

4. All thatch and debris shall be immediately removed upon completion at Contractor's own expense.

F. WINTER OVERSEEDING:

1. Upon the completion of thatching turf areas in the **Fall**, winter overseeding will be required. Sow annual rye grass at the rate of 12 lbs. per 1,000 square feet or as approved by City's Representative.

2. Fertilize turf areas to be overseeded. Broadcast **16-6-8 fertilizer** at the rate of 6 lbs. per 1,000 square feet or approved equivalent. Apply fertilizers by mechanical rotary or drop type spreader thoroughly and evenly at area to be overseeded.

3. Seed immediately after thatching operations. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or drop type spreader. Install seed evenly by sowing quantities in two directions, at right angles to each other.

4. Cultivate base and aerate compacted area thoroughly. Where substantial but thin turf remains rake, aerate if compacted, and cultivate soil.

5. Remove diseased or unsatisfactory turf areas. Remove and do not bury into soil. Remove top soil containing foreign materials, i.e., gas/oil drippings, stones, gavel, debris, etc'.

6. Water seeded area daily to maintain adequate soil moisture for proper seed germination.

7. Top dressing, when applicable, shall be applied with materials and methods approved by City's Representative.

#### G. INSECT DISEASE AND PEST CONTROL:

Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.

#### H. CONTRACTOR DAMAGE AND NEGLIGENCE:

The Contractor shall be responsible for the repair/replacement of any and all plant material, sprinklers, fixtures, or facilities damaged by turf care maintenance and operations (as described herein Section M-7, or actions carried-out by the Contractor performing turf care) at his own expense.

#### M-9 GROUND COVER CARE:

**Ground cover care for SHAD shall be performed on a four (4) week interval or more often as necessary.** Ground cover beds shall be maintained in an attractive condition at all times. All ground cover shall be **inspected daily** and all trash and debris including leaves, branches, paper, bottles, etc. shall be **removed according to the four (4) week interval/schedule or more often as necessary or as directed by the City's contract supervisor.** The Contractor shall supply the necessary services as follows:

A. Edging and Trimming: **"Weed Eaters" shall not be used to edge ground cover unless approved by the City.** All ground covers shall be **pruned weekly according to the four (4) week interval/schedule or more often as necessary**, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. All groundcover shall be continually trimmed at the dripline of all trees and shrubs. Any stray or undesirable ground cover growth into shrubs shall be pruned or removed as necessary. Ground covers shall not be trimmed vertically unless approved

by the City and shall be thinned out, as needed, to avoid matting and to achieve an overall even appearance. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances. Ground cover shall be **trimmed six inches (6'') back from all valve boxes, buildings, walls, fixtures, signs, etc. All ground covers are to be neatly trimmed away from sprinkler heads to ensure proper coverage and operation at all times.** Trim ground covers away from sprinkler heads with cutouts and tapering away from head. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

B. Lonicera japonica 'Halliana', Honeysuckle: Ground cover shall be **pruned according to the four (4) week interval/schedule or more often as necessary** by selectively cutting branches at the top of the plant mass a minimum height of twelve inches (12'') tapering down to an area to six inches (6'') behind curb, walk, walls or turf areas by cutting the branches off at the soil level.

C. Median Islands: All ground cover pruning shall be **performed** as a continuous weekly operation. Ground covers shall be maintained and **trimmed not to exceed a maximum height of twelve inches (12'')** above the curb and gutter at all times.

D. Watering: Be cautious not to over water shrub and ground cover areas. Water enough to ensure moisture penetration throughout the root zone to a depth of approximately eight inches (8''). Program irrigation systems to maintain a precipitation of one-half inch (1/2'') per week during the growing season. During prolonged rainy periods discontinue irrigation sequences. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water ground cover areas a minimum of twice per week in the Winter **and** three (3) times per week in the Summer. **Water runoff across pavement surfaces and into gutters shall be avoided. All ground cover areas requiring irrigation shall be accomplished no later than 6:00 a.m.**

E. Fertilization: Vigorous growth and good color must be maintained at all times. All ground cover beds shall be fertilized **two (2) times per year, or as necessary.** Fertilize during the months of **February and October** using a "**complete fertilizer**" with an analysis of **15-15-15** at the rate of six pounds (6 lbs.) per 1,000 square feet, or approved equivalent program. When soils tests indicate deficiency, the soil laboratory's recommendations shall be followed. Also refer to the Yearly Landscape Maintenance Schedule.

H. Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.

I. Plant Material Replacement: Following acceptance of Contract Areas, it shall be the Contractor's responsibility to maintain all plant material in a satisfactory manner and to replace, at Contractor's expense, dead or severely damaged plant material with equal size and quality materials a Cit's direction. The Contractor, after notification or City,s authorization, shall remove and replace, at no extra cost to the City, any tree, shrub, turf or ground cover which is damaged or lost due to the Contractor's or his employee's negligence through improper use of pesticides, watering, failure to control rodents and insects or disease and improper use of equipment or Horticulture practices. Any ground cover, tree and/or shrub that appears to have more than one-half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Check plant for root

over-watering or drainage problems and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the City. The Contractor shall pay for all replacement plants, including materials, transportation and labor unless the City determines that the plant was lost due to "Acts of God", damaged by others, or as a result of an event without control or negligence by the Contractor.

M-10 **TREE CARE:**

All trees shall be **checked weekly** for any damage, special water needs, pest problems, etc. and treated as necessary. Undesirable conditions shall be eliminated per accepted landscape maintenance practices. The Contractor shall maintain all trees, whether specifically mentioned or not, in a healthy condition at all times.

A. Pruning: The Contractor is responsible for maintenance pruning of trees to a height of **fifteen feet (15')** above the ground. All trees will be **trimmed at least once per year or more often as necessary**. Pruning shall be performed as an on-going operation by the Contractor, and shall be done under the direction of the City's Representative Prune trees to select and develop permanent branches that have a smaller diameter than the trunk or branch to which they are attached. Remove all dead, diseased or damaged growth; eliminate narrow V-shaped branch forks. Reduce topping and wind damage by removing crossover branching and by thinning out crowns. Prune to control growth within the trees' space limitation, to maintain a natural form and to allow head clearance. **Prune two sample trees of each genus and species under the direction of the City's Representative for approval and control purposes, prior to proceeding with balance of tree pruning work.**

1. Young Tree Pruning: Lower branches shall remain in a "tipped back" or pinched condition, leaving as much foliage as possible to promote caliper trunk growth. Stripping of lower branches will not be allowed unless approved by the City's Representative. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support.

2. Evergreen Tree Pruning: Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Prune for appearance and safety and remove dead or broken branches. Prune especially during the months of **September and October** to prepare the trees for the windy season. For safety reasons remove any part that may become a hazard by falling.

3. Deodar Cedars and Pines: Deodar Cedars and Pines shall not be pruned except as corrective or preventative maintenance. Removal of lower branches for turf maintenance is allowable, but in no case shall branches be removed to expose more than 3 ft. of the trunk.

4. Eucalyptus Tree Pruning: Eucalyptus trees shall be trimmed to remove crossing branches and thinned to increase trunk caliper. Trees should be pruned or thinned prior to seasonal heavy winds. **Trees shall not be topped.**

5. Deciduous Tree Pruning: The pruning of deciduous trees shall be done during the dormant season, **December, January and February** except for blooming trees which will be pruned after blooming. However, if a tree becomes damaged or constitutes a health or safety

hazard, it shall be pruned at any time as required. All pruning cuts shall be made flush with the trunk, lateral branches or buds. **"Stubbing" of branches will not be allowed.**

B. Watering Basins: Watering basins shall be properly maintained on all trees, shrubs, and vines. Failure of the irrigation systems to provide enough deep moisture will not alleviate the Contractor from providing adequate moisture to any material. A cleared circle shall be maintained at the base of trees to reduce competition for nutrients by lawns.

C. Insect, Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.

D. Staking and Guying: Tree stakes, ties and guys shall be checked at least **monthly** and adjusted as needed. Tree ties shall be inspected to prevent bark wounds caused by abrasion and ties shall be adjusted to prevent girdling. Before any stakes are removed, remove tree ties and allow the tree to remain without support for a period of time to observe structural stability of the tree. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Remove tree stakes only when tree has proven to be structurally stable. Any restaking shall be done with originally specified materials. Stakes shall not be placed closer than **eight inches (8")** from trunk of tree. Guying will, over time, stretch or loosen. Adjust as needed to retain a taut position, until such time when guying is removed. Any tree that is damaged due to improper staking or tying shall be replaced at the Contractor's expense. Replace broken stakes and damaged guys as required. Damaged trees shall be staked within **twenty-four (24) hours** of identification of damage by Contractor, City or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days. **(Materials only will be paid for by the City as "Extra Work".)**

E. Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.

F. Fertilization: All trees shall be deep-fed **once per year** during the month of **February** by means of one inch (1") diameter holes drilled two feet (2') deep at six foot (6') intervals around the drip line filled with **12-12-6 commercial fertilizer**, or approved equivalent program.

G. Clearance and Visibility: Prune trees to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation and signage, etc. Prune trees along sidewalks to allow **ten feet (10')** clearance for pedestrians and **fourteen feet (14')** above curb and gutters for vehicular traffic, and **two feet (2')** from walls and structures in **February or more often as necessary** as directed by the City's Representative.

#### M-11 SHRUB AND VINE CARE:

**Shrub and vine care shall be performed on a four (4) week interval or more often as necessary.** All shrubbery shall be **checked weekly** for any breakage or damage, special watering needs, pest problems, etc., and treated as necessary. All undesirable conditions shall be eliminated per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy

vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulated dirt from plant areas.

A. Shrub Pruning: Pruning shall be **performed weekly** as an on-going operation, and shall be done under the direction of the City's Representative, not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done as needed to maintain a pleasing appearance. Any shrub under stress should be trimmed to reduce evaporation. Accomplish pruning by selectively removing woody stems from inside shrubs on an as needed basis as directed by the City. **Excessive pruning or stubbing back will not be permitted.** Top shrubs only when necessary for appearance and after interior selective branch pruning has been completed or as directed by the City's Representative.

B. Vine Pruning: Vines shall be maintained in their intended form Pruning shall be **performed** as a continuous weekly operation under the direction of the City's Representative for containment so plants will not be allowed to develop stray, undesirable growth. Vines ties shall be **inspected weekly** and re-tied or adjusted as necessary.

C. Median Island Pruning: All shrub pruning shall be **performed** as a continuous weekly operation. Shrubs shall be **maintained and trimmed not to exceed a maximum height of thirty inches (30")** above the curb and gutter at all times.

D. Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.

E. Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.

F. Fertilization: Shrubs located in ground cover areas will not require additional fertilizing. See Section M-8, Fertilization, for fertilization application in ground cover areas.

G. Watering: Refer to Section M-8, Watering, of this specification for watering in ground cover and shrub areas. Maintain a watering basin around all shrubs and vines on slope areas to insure adequate water penetration. Rake out only as directed by the city.

H. Clearance and Visibility: Where shrubs occur in close proximity to sidewalks, curbs, roadways and parked cars, prune to allow movement without interference from branches and foliage. **Prune shrubbery** to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation, signage, and **two feet (2')** from walls and structures or as directed by the City's Representative.

#### M-12 CALIFORNIA NATIVE PLANT MATERIAL CARE:

A. Varieties: California Native Plant material has been planted in Handy Creek Corridor and the Paseos as a requirement of the California State Department of Fish and Game.

B. Watering: California Native Plant material has adapted to our Mediterranean type climate's seasonal distribution of rainfall with definite wet and dry seasons where most rainfall occurs from

late fall through the end of March. Most California Native Plant material cannot tolerate excessive moisture during the summer months. This seasonal rainfall cycle has resulted in native plants having a winter growth and spring blooming period with a rest or dormancy period in the hot, dry summer. Understanding the California Native Plant's growth cycle and proper supplemental irrigation water sequencing will insure the plants are being maintained in a healthy and vigorous condition.

C. Young Plants: In general, young plants need additional water to supplement available rainfall until they establish a good root system.

1. Remove any water retention basin around all native trees and shrubs.
2. Irrigate about once a week, trying not to over soak the surrounding soil.
3. Do not allow soil to remain soggy for long periods of time as this encourages disease.
4. Deep water every two to three weeks during summer and fall from June to October.
5. During the winter, supplemental watering shall be discontinued (as rainfall is adequate).
6. Spring supplemental water will be necessary depending upon the available rainfall.

D. Establishment: California Native Plant material usually becomes established in its new environment within 1 to 2 years at which time supplemental irrigation watering should be reduced to the minimum necessary to maintain viable plant materials.

E. Established Plant Summer Irrigation Supplement: Avoid overhead watering during the hot part of the day during the summer months. California Native Plants are recommended, to receive a once a month deep watering during the summer months from June through September.

F. Pruning: Refer to Section M-10, SHRUB AND VINE CARE, of this specification for shrub pruning. Refer to Section M-9, TREE CARE, of this specification for tree pruning.

G. Fertilization: Refer to Section M-8, Fertilization, of this specification.

H. Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.

I. Tree Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for tree pest control.

J. Shrub Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for shrub pest control.

M-13 **OPEN SPACE NATIVE WEEDS AND GRASS CLEARING:**

The Contractor shall **clear all weeds and grasses** in unimproved open space Contract Areas **as necessary**. All vegetation shall be collected and removed from the site at the Contractor's

expense. The Contractor shall remove all trash, litter and other debris **weekly** or as directed by the City's Representative.

**M-14 PEST CONTROL:**

The Contractor shall regularly inspect, **on a weekly basis**, all Contract Areas for presence of disease, insects, and/or rodent infestation. The Contractor shall advise the City **immediately** if a disease, insect or rodent infestation is found; contractor shall identify the disease, insect or rodent and specify control measures to be taken using legally approved materials and methods. Upon written approval of the City the Contractor shall implement the approved control measures. The Contractor shall select and supply proper materials and personnel to comply with all Local, State and Federal Laws and Regulations and the City's IPM program. The use of any chemicals for insect and disease control shall be done by or under the direct supervision of a State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.) who shall follow all guidelines governing his license.

A. Insect, Disease and Pest Control: The Contractor shall **provide complete and continuous control** of all plant pests or diseases. Contractor will assume responsibility for use of all chemical controls. Pests and diseases to include, but not be limited to, all insects, mites, other invertebrates, pathogens, nematodes and vertebrates. Chemical controls shall include necessary use of herbicides and plant growth regulations. Pests may be controlled by chemical, manual, or mechanical means.

1. Extreme caution shall be used when applying pesticides. **City approval must be obtained prior to any use of pesticides.**

2. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure the safety of the public including domesticated animals (pets) and the employees of the Contractor.

B. Rodent Control: When rodent infestation becomes evident, the Contractor shall at once notify the City representative and **provide a regular rodent control program as required.** Rodent control shall be done under the direct supervision of a State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.) operator who shall follow guidelines governing his license.

C. Snails and Slugs: Treat for snails and slugs as necessary. Treatment shall be approved by the City and may vary from one contract area to another. **Upon gaining approval, the contractor shall apply an approved pesticide as necessary** for complete snail and slug control based upon a program designed by a State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.).

D. Trees: All trees should be **inspected weekly** for fungus or insect infestation. If necessary, and upon approval by City, the contractor shall provide labor, equipment and materials to apply pesticides by a State licensed Qualified Applicator License (Q.A.L.) operator as directed.

E. Shrubs and Vines: **Check** all plant material in landscaped areas **weekly** and notify the City at the first sign of infestation.

**M-15 IRRIGATION SYSTEMS CARE:**

The Contractor will receive all irrigation systems in a sound working order at the beginning of contract. If any system is found to be otherwise, at the start of work, the City shall be notified immediately and necessary repairs for material only will be made at no cost to the Contractor. At the close of the contract period, all irrigation systems will be checked by the City's Representative, and all irrigation systems shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Contractor at no cost to the City.

**A. IRRIGATION REPAIR AND OPERATION:**

1. Irrigation system components damaged as a result of Contractor's neglect shall be repaired or replaced by the Contractor at no cost to the City. **Normal wear and tear of systems, vandalism, accidental breakage by others, or so-called "Acts of God", are conditions under which the Contractor is not directly responsible and repairs for materials only shall be paid for by the City.** The Contractor shall notify the City the same day of discovery of damage to irrigation system components caused by vandalism, "Acts of God", vehicular damage, theft or mysterious damages that do not result from the performance of the work by the Contractor. Upon receipt of the City's written authorization, repair said damage as soon as possible after discovery, billing the City for the cost of such repair on the subsequent monthly billing statement. Failure to report any damages will constitute Contractor making repairs at his own expense. Any replacement of irrigation system component under this sub-paragraph A shall be original equipment types where known. Any substitutions for replacement equipment shall be approved, in writing, from the City prior to doing work. All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the City representative. All materials used shall be approved in advance by the City representative. The actual cost of all material passed on to the City shall be wholesale cost of the material. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available. At no time shall the cost of materials exceed retail cost from the current price list, minus the discount rates. The total cost of materials shall include the following:

- Wholesale cost (retail cost minus Contractor's discount) -- as stated above.
- Applicable sales tax.
- A markup of 15% maximum for all overhead costs and profits.

The City reserves the right to purchase materials directly and make available to the Contractor or to provide a local vendor where the Contractor makes appropriate purchases directly to a City purchase order. In the event the City exercises the option to purchase the materials, the Contractor shall conform to all City practices and procedures. All City purchases shall be for the sole expressed use of and for the City.

2. Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
3. Any damages to public or private property resulting from excessive irrigation water or runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the City.
4. The Contractor shall keep controller and valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals and main pressure lines, remote control valves, master valves, flow meters, moisture sensors, irrigation controllers, controller wiring, sprinkler heads and risers, fittings, valve covers, boxes and lids, including electrical pull boxes and lids, sleeving, quick coupler valves, hose bibs, etc.
5. All irrigation repairs shall be made within **24 hours or prior to the next irrigation cycle**. All repairs shall be made in accordance with City of Orange Standards and Specifications.
6. Contractor shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

**B. MONITORING SYSTEMS:**

1. The Contractor shall **daily inspect** the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each irrigation controller and system shall be **checked weekly** for proper water scheduling and coverage. Make all necessary adjustment to heads which throw onto streets, walkways, walls, buildings, windows, or out of intended area of coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. The contractor shall test, monitor and flush all sub-surface irrigation systems on a quarterly basis. Each system shall be **manually operated** at the irrigation controller and **observed on a monthly basis**.
2. The Contractor shall turn off irrigation systems during periods of rainfall and times when suspension of irrigation is desirable to conserve while remaining within guidelines to good horticulturally acceptable maintenance practices. **The Contractor's irrigation technician shall be experienced and knowledgeable in water management practices, responsible for operating and programming the irrigation system and his duties shall be to observe the effectiveness of irrigation systems and make recommendations, adjustments and/or repairs to the system.**

C. Coverage/Application Rate: **Generally, watering shall be done at night, between the hours of 10 p.m. and 6 a.m., unless otherwise directed by the City.** The Contractor shall program and operate systems as seasonal and climatic conditions require. During extremely hot weather, over-extended holiday periods and during or following the breakdown of systems, the Contractor shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or malfunctions exist, the Contractor shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Saturated or dry conditions shall not be permitted to develop.

D. Soil Tests: The Contractor shall test the soil in turf and ground cover areas and around trees and shrubs **monthly or as necessary** with soil probes to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary. The Contractor shall make the soil probe available at all weekly walk-through inspections.

E. System Maintenance: Once a year during the month of **March**, the Contractor shall wipe down the equipment in the irrigation controller cabinet to remove all dust and dirt, clean all electrical connections, install bait traps for control of ants and pests, replace batteries as required, clean and remove intruding soil in valve boxes and replace gravel, as originally specified.

F. Calsense Irrigation Computer System Maintenance: The Contractor shall be experienced with the principles, functions and irrigation scheduling of the Calsense System.

G. Irrigation System Booster Pump Maintenance: The Contractor shall **inspect** operation of the irrigation system booster pumps **monthly and schedule preventative maintenance services** during the months of **February and August or as necessary**. All costs for service/repairs shall be paid by the City.

H. Maintenance Work Not Included: Testing, certification and services of the backflow prevention device(s) shall be done by others. **However, it shall be the Contractor's responsibility to notify the City should a malfunction occur.**

#### M-16 WALKWAY/PARKING LOT/MEDIAN/STREET HARDSCAPE CARE

A. Sweeping, Vacuuming and Blowing Off Walks: All walkways shall **be kept clean at all times; they shall be swept, vacuumed, or blown off weekly or more often as necessary.** In no case shall blowing be used in place of sweeping or vacuuming trash, leaves or other noticeable debris. Work shall be coordinated with mowing or other maintenance work in the area. All gutters within the maintenance area shall be kept clean of grass clippings and miscellaneous trash. All grass clippings shall be removed (not scattered) from curbs and gutters the same day mowing and edging take place. **Do not blow or rake grass clippings, leaves, pine needles or debris onto the street, curbs, gutters or into any storm drain inlets per NPDES regulations.**

B. All walkways shall be kept free of debris, leaves, pine needles and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by persons passing by or

visiting the site. The Contractor shall **daily inspect and collect debris**. All paper, trash, etc. shall be dumped off site in a legal manner at the Contractor's expense.

C. Parking Lots: Leaves, pine needles, branches and other debris from the Contract Areas shall be **collected and removed weekly or more often as necessary at the Fire/Police Facility**. All paper, trash, debris, etc., should be dumped off site at the Contractor's expense.

D. Median Island Hardscape: Leaves, pine needles, branches, and other debris shall be **collected and removed weekly or more often as necessary** from all median island hardscape Contract Areas. All paper, trash, debris, etc., should be dumped off site at the Contractor's expense.

E. Street Clean-up: Street sweeping is maintained under a separate contract and is not a part of this maintenance work. The Contractor shall, however, **weekly** remove and dispose of off site, at an approved dump site, all grass clippings, leaves, pine needles and miscellaneous debris or trash blown into the street by the wind or deposited by persons passing by or visiting the site.

F. Dog Droppings: Shall be removed when found during **daily** maintenance operations. Walks shall be hosed off after droppings are removed. Contractor shall be responsible for replenishing doggie bags at 12 existing doggie bag station locations one (1) time per week.

G. Safety: Care shall be taken so that maintenance does not inhibit or endanger pedestrians utilizing walkways. This work should be scheduled to coincide with mowing or other landscape work in the Contract Area. Adequate safety procedures should be followed including signing and dropping off areas as necessary. Should work be disrupting to regular traffic flow, it shall be rescheduled to a more convenient time.

#### M-17 SURFACE DRAINAGE FACILITIES:

A. All landscape and surface drainage devices such as concrete V ditches, bench drains, swales, drainage device covers, grates box inlets and flowlines shall be **inspected and cleaned weekly or more often as necessary** and kept free of all debris, vegetation, soil, etc., which would preclude proper, intended functioning at all times. All inlets shall, likewise, be kept free of all matter which would preclude their proper, intended functioning.

B. Slope Concrete Terrace/Down Drains and Inlets Maintenance: The Contractor shall **inspect, clean and remove all debris, vegetation, soil, etc.** from slope terrace/down drains and inlets during the month of **September or more often as necessary** along Jamboree Road. All vegetation shall be **cleared and trimmed two feet (2')** from concrete drainage devices.

C. Handy Creek Corridor and Paseos: Contracted work includes drainage device covers, grates, box inlets and above grade concrete swales or "V" ditches. Excluded from the Contractor's work is the maintenance and flushing of underground drainage lines.

D. Maintenance Work Not Included: All Handy Creek Corridor and Paseos underground landscape drainage pipes inspection and flushing is excluded. Included, however, is the inspection

and cleaning of all drainage device covers, grates and box inlets in accordance herein with Section M-16.

**M-18 LANDSCAPE LIGHTING FACILITIES:**

The landscape lighting facilities maintenance work is **not a part** of this contract – with the exception of graffiti removal from lighting standards as necessary throughout the contract area.

**M-19 MONUMENT WALL CARE:**

Entry monument wall care maintenance work is **not a part** of this contract except for removal of graffiti.

**M-20 TRASH COLLECTION AND DISPOSAL:**

A. Trash, litter, and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by persons passing by or visiting the Contract Areas shall be **collected weekly or more often as necessary**. All paper, trash, cans, bottles, etc., may not be dumped on-site in trash dumpsters, but should be disposed in a legal manner at the Contractor's expense.

B. Leaves, pine needles, grass clippings, branches, weeds and any other landscape debris accumulated from the Contract Areas shall be disposed of off site the same day the landscape debris is accumulated. All off-site dumping shall be at a dump approved by the City.

C. Trash Containers: The Contractor shall **inspect, empty and replace trash liners** at all Contract Area trash containers **twice per week every Monday and Friday or more often as necessary**. All trash containers shall **washed off and cleaned as necessary**. The City shall provide trash liners.

**The Contractor shall comply with any Local, State or Federal programs for waste reduction/recycling effective during the period of the Contract.**

**M-21 DRESS CODE AND APPEARANCE:**

The Contractor shall be required to provide uniforms for personnel assigned to the Contract Area. Sufficient changes shall be provided to present a neat and clean appearance of landscape personnel at all times. Contractor's personnel shall wear uniforms with company name at all times. The proper uniform includes:

A. Safely Equipment: All employees, when operating power equipment, shall have the proper safety devices in place such as face shields, ear protectors, eye goggles, dust masks, etc.

B. Shoes: Leather work boots, or shoes, shall be in good condition and worn at all times. No sandals or tennis shoes shall be worn on the job. In the event that tennis shoes or sandals are worn the City may suspend the Contractor's employee from work for that day.

C. Company Shirts, Vests or Hats: Shirts or vests with the company name shall be worn by Contractor's personnel at all times. Hats, if provided, shall also have the company name. **Company name shall be displayed on clothing and visible to the public at all times.**

M-22 **EXTRA WORK**:

The City may, from time to time, need additional landscape maintenance services which shall only be authorized by the City's representative as stipulated in the contract and upon execution of the contract documents. Extra work shall be performed by the Contractor or by competitive bid option at the discretion of the City.

A. In the event the Contractor is required by the City and agrees to perform extra work:

1. When required by the City, an estimate of cost will be submitted to the Department of Community Services for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.
2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.
3. City will issue a work request for such extra work to be performed.
4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.

B. Extra work may include, but not be limited to, the following:

1. Replacement of plant materials due to failures beyond the Contractor's control.
2. Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.
3. Additional treatment required for planting or soil as not set forth specifically in this Specification.
4. Remedial landscaping.
5. Repairs or replacements due to vandalism or "Acts of God".

C. Labor costs shall be based on the proposed wage scale for each type of workman.

D. The City's Representative can authorize extra services for any amount consistent with City policy and the provisions in the agreement between the City and the contractor for said services.

E. The City's Representative is limited to issuance of orders, directions, notices and instruction, pursuant to the scope of landscape maintenance. The City shall not be obligated to pay for extra services which are not supported, in writing, by a Field Change Order Form.

F. Contractor shall submit invoices for extra work separate from regular monthly maintenance billing and shall detail: 1) Contract Area location, 2) services performed, 3) unit cost amounts, 4) City's Representative which ordered or authorized services.

**M-24 WEEKLY MAINTENANCE REVIEW:**

A. The City shall inspect the work **weekly or more often as necessary** to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, such inspection or failure of City to inspect shall not relieve the Contractor of the duty to provide continuous inspection of the Contract Area.

B. The Contractor shall meet **weekly** with the City's Representative to review the schedules and performance, resolve problems and perform field inspections as re quired.

C. Weekly maintenance Contract Area site review meetings followed by a satisfactory completion of any or all punch list items generated thereof is a required prerequisite for payment of monthly invoices.

**M-25 REPORTS, SCHEDULES AND FORMS**

The Contractor, as part of this Contract, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough and may include but not be limited to the following:

A. Weekly Maintenance Schedule(s):

1. Contractor shall provide a weekly maintenance schedule(s) to the City. The schedule(s) shall indicate the frequency of time and days of the week services are to be performed.
2. Notification of change in scheduled work must be received by the City at least 48 hours prior to the scheduled time for the work.
3. Contractor shall adjust his work schedule to compensate for all holidays and inclement weather.

B. Reports and Forms:

1. Contractor shall provide, but NOT limited to, the following reports (as scheduled, or upon request):
  - a. Pesticide Use Reports
  - b. Hazards Reports
  - c. Cost information to perform extra work for upgrading specific areas
  - d. Suggestions for improving problem areas
  - e. All forms and schedule(s) shall be of a format approved by the City.

**EXHIBIT "B"**

**COMPENSATION FOR SERVICES**

[Beneath this sheet.]

**Compensation Schedule for NIEVES LANDSCAPE, INC.**

**Landscape Maintenance Services for  
Santiago Hills Assessment District  
(RFP 20-21.25)**

**Four-Year Term: July 1, 2021 to June 30, 2025**

	<b>Base Bid</b>	<b>Contingency</b>	<b>Total Not to Exceed</b>
<b>Year 1: 7/2021 through 6/2022</b>	<b>\$299,400</b>	<b>\$29,940</b>	<b>Up to \$329,340</b>
<b>Year 2: 7/2022 through 6/2023</b>	<b>\$305,412</b>	<b>\$30,541</b>	<b>Up to \$335,953</b>
<b>Year 3: 7/2023 through 6/2024</b>	<b>\$311,544</b>	<b>\$31,155</b>	<b>Up to \$342,699</b>
<b>Year 4: 7/2024 through 6/2025</b>	<b>\$317,784</b>	<b>\$31,778</b>	<b>Up to \$349,562</b>
<b>Four-Year Total</b>	<b>\$1,234,140</b>	<b>\$123,414</b>	<b>Up to \$1,357,554</b>