

MAINTENANCE SERVICES AGREEMENT
[Landscape Maintenance Services]

THIS MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2025 by and between the CITY OF ORANGE, a municipal corporation ("City") and NIEVES LANDSCAPE, LLC, a Delaware limited liability company ("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.

Grant Pickering, Landscape 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 THREE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS and 26/100 (\$3,999,961.26) without the prior written authorization of City.

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

c. 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 City's Project Manager. In anticipation of such contingencies, the sum of THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS and 13/100 (\$399,996.13) has been added to the total compensation of this Agreement. 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 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 care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed FOUR MILLION THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY-SEVEN DOLLARS and 39/100 (\$4,399,957.39).

3. Payment.

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

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

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

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

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

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

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents

or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

10. **Term.** The term of this Agreement shall be for five years (5) years, commencing on July 1, 2025, and ending on June 30, 2030.

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 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. Workers' Compensation and Employer's Liability. 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. Contractor shall also maintain during the life of this Agreement employer's liability insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

b. General Liability. 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) Four Million Dollars (\$4,000,000) 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. Automobile Liability. 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 below 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). 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”

Nieves Landscape, LLC
1629 E. Edinger Avenue
Santa Ana, CA 92705
Attn.: Greg Nieves

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

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Grant Pickering

Telephone: 714-532-6464
E-Mail: gpickering@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"

NIEVES LANDSCAPE, LLC, a Delaware limited liability company

*By: 

Printed Name: GREG NIEVES

Title: PRESIDENT

*By: 

Printed Name: GREG NIEVES

Title: SECRETARY

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____

Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:**

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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

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The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]



REQUEST FOR PROPOSAL
(RFP 24-25.18)
CITY OF ORANGE LANDSCAPE
MAINTENANCE SERVICES



Attn: City Clerk's Office
300 East Chapman Ave.
Orange, CA 92866

Proposal Due: May 8, 2025 @ 5:00 pm



CITY OF ORANGE

REQUEST FOR PROPOSAL NO. 24-25.18, CITY OF ORANGE LANDSCAPE MAINTENANCE SERVICES

ALL PROPOSALS MUST BE SUBMITTED, RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE PROPOSAL DUE DATE AND TIME IN A SEALED ENVELOPE. ANY PROPOSALS RECEIVED AFTER THE DUE DATE/TIME STATED ABOVE WILL BE RETURNED TO THE PROPOSERS UNOPENED.

PROPOSALS DUE: 5:00 p.m., Thursday May 8, 2025
PLACE: City Clerk's Office, City of Orange – 300 E. Chapman Ave.
PLANS & SPECS AVAILABLE AT: City Clerk's Office – 300 E. Chapman Ave., Orange, CA 92866
PROPOSAL INQUIRIES DUE: Thursday May 1, 2025
(714) 532-6480 – Terms & Conditions, Specifications, etc.

JOB WALK SCHEDULED FOR: TUESDAY, APRIL 15, 2025 @ 9:00 AM
address: Santiago Hills Park 8040 E. White Oak Ridge
City of Orange, Ca 92869

Attachment No. 1: Landscape Maintenance Scope and Specifications for the Assessment Districts. Santiago Hills Assessment District (SHAD), Riverbend Bioswales and Sycamore Crossing

Attachment No.2: Landscape Maintenance Scope and Specifications for the City Facilities, Rights-Of-Way and the City of Orange Water Division Facilities

Attachment No. 3: Form of Contract Agreement

Attachment No. 4: Landscape Area Maps

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

**The proposer is required to supply the following information on the forms provided.
Additional sheets may be attached if necessary:**

1. The proposer shall provide the following:

- a) Company Name: Nieves Landscape, LLC
- b) Type of Entity (for example, a California corporation): a Delaware, LLC
- c) License Number: 674709
- d) License Class: C-27
- e) License Expiration Date: 7/31/2025
- f) DIR Number: 1000012716

2. Number of years' experience as a licensed contractor engaged in Landscape Maintenance services for public agencies: 38

3. List at least three (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 Mission Viejo
Address: 200 Civic Center
City: Mission Viejo State: CA Zip: 92691
Contact: Jerry Hill Telephone: (949) 470-3095
Type of Project: Landscape & Irrigation Maintenance
Contract Duration: 2017 to current Annual Contract Amount: \$4,530,404
Landscape Maintenance District, City Landscape Facilities (Acres Maintained) 1,000.79

- b) Name: City of Lake Forest
Address: 100 Civic Center Dr.
City: Lake Forest State: CA Zip: 92630

Contact: Michael McConaha Telephone: (949) 461-3575

Type of Project: Citywide landscape & irrigation maintenance

Contract Duration: 2010 to current Annual Contract Amount: \$1,931,975

Landscape Maintenance District, City Landscape Facilities (Acres Maintained) 203.81

c) Name: City of Temecula

Address: 41000 Main St.

City: Temecula State: CA Zip:

Contact: Stacy Fox Telephone: (951) 308-6306

Type of Project: Citywide landscape & irrigation maintenance

Contract Duration: 2021 to current Annual Contract Amount: \$2,918,842

Landscape Maintenance District, City Landscape Facilities (Acres Maintained) 616.00

4. The following information shall be submitted with Proposal – limited to 15 pages (8.5' x 11''):
- a) A Business Profile, which shall include a list of employees 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 project.
 - c) Your firm's methodology for ensuring coverage in the event of staff absences (i.e.) illness, vacations, and/or terminations).
 - d) A brief overview of your firm's 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) A list of equipment, machinery, tools and trucks to be utilized and assigned to the City for this project.
 - g) Signed proposal on the form(s) provided in the Scope of Work Section.
5. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

- b) The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (**Note:** Please refer to the Subletting and Subcontracting Fair Practices Act commencing at Section 4100 of the California Public Contract Code for the portion of work for which subcontract disclosure is required with the proposal.)

[illegible]

Nieves Landscape, LLC.

By: NT9 / Alex

Printed Name: Greg Nieves

Title: President

Date: 4/21/25

By: 

Printed Name: Greg Nieves

Title: Secretary

Date: 4/21/25



May 5, 2025

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

RE: Request for Proposal for Citywide Landscape Maintenance Services (RFP #24-25.18)

We would like to thank you for another opportunity to participate in the bidding process for the landscape maintenance services for the Citywide Landscape Maintenance Services for the City of Orange.

Nieves Landscape, LLC. is a full-service landscape maintenance company celebrating our 40th year in business this August. Nieves Landscape has been providing similar services to various cities/municipalities throughout Southern California. With our workforce of over 300 employees with extensive knowledge and years of experience, we can 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, LLC.** 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 Citywide Landscape in a manner of the highest landscape quality.
- All work to be performed by 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 the most economical and professional results that the City of Orange, its residents, and visitors can be pleased with.

Contact Info During Bidding/ Selection Process:

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

Thank you,

A handwritten signature in blue ink, appearing to read "Greg Nieves", is written over a faint, larger blue ink signature that is partially obscured.

Greg Nieves
President/ Secretary
714 641-3071



SIGNATURE ON PROPOSAL: PROOF OF AUTHORITY

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

A handwritten signature in blue ink, appearing to read "Greg Nieves", is written over a horizontal line.

Greg Nieves, President

Date: May 5, 2025

A handwritten signature in blue ink, appearing to read "Greg Nieves", is written over a horizontal line.

Greg Nieves, Secretary

Date: May 5, 2025



COMPANY INFORMATION:

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

Type of entity: Limited Liability Corporation (LLC) State of LLC: Delaware

President/ Secretary: Greg Nieves

Founded: August 1985
Employees: Approximately 350

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

OFFICE & YARD LOCATIONS: Headquarters 1629 E. Edinger Ave., Santa Ana, CA 92705

Yard Locations: Irvine, Mission Viejo, Walnut, Murietta and San Dimas

LICENSES & CERTIFICATES:

CSLB: C-27 #674709 Exp. 10/31/2026 Current & in Good Standing

California DIR Registration Number: 1000012716 Exp. 6/30/2025

QAL: Sandy Nieves Lic #101479 Exp. 12/31/2025
Antonio Gomez, Jr. Lic# 134944 Exp. 12/31/2026

PCA: Timothy J. Isle Lic #75857 Exp. 12/31/2026

Pest Control Business License: Nieves Landscape Liic #33437 Exp. 12/31/2025

Federal Tax ID#: 33-0458209

CA Employer ID #: 328-5431-7

CA Corporation #: 1704312

CHP ID#: 0190557

TECHNICAL ABILITY & EXPERIENCE SIMILAR IN SCOPE:

Nieves Landscape is a full-service landscape company with decades of proven experience and industry expertise. We are well-equipped to provide the City of Orange with top-tier landscape services, supported by a team of highly qualified staff and consultants, many of whom bring decades of hands-on experience. Nieves Landscape has proudly served the City of Orange in various capacities over the years and has delivered similar services to numerous municipalities throughout Southern California for more than 35 years. In fact, we are proudly celebrating our 40th year in business this year. Our longstanding history, combined with a commitment to excellence, allows us to offer landscape services that are unmatched in quality and reliability.



MANAGERIAL/SUPERVISORY QUALIFICATIONS:

Greg Nieves – President

- Over 40 years of experience in landscape maintenance and installation
- California State Contractor's Licenses: C27 (Landscaping)
- Extensive knowledge in landscape design and horticulture

Antonio Gomez Jr. – General Manager

- Over 18 years of experience in landscape maintenance and installation
- California State Contractor's License: C27 (Landscaping), D49/C61
- Qualified Applicator License (QAL)
- Certified Traffic Control Technician

Alison Nieves – Operations Manager

- Over 4 years of experience in landscape maintenance and installation
- B.A., California State University, Fullerton
- QAL (in progress); active participation in multiple PAPA seminars
- OSHA 30 Certification
- Recycled Water Site Supervisor Certification (City of San Diego)
- Completed multiple irrigation training courses

Sandy Nieves – Operations Supervisor

- Over 20 years of experience in landscape maintenance and installation
- Horticulture Certificate, Fullerton College
- Qualified Applicator License (QAL)
- BTI Irrigation Certification
- Certified Traffic Control Technician

Anne Cashman – Office Manager / Accounting

- Over 25 years of experience in the landscape industry
- Over 20 years of experience in construction services
- Studied at Orange Coast College
- Extensive knowledge in landscape design and horticulture

Joshua Cho – Business Development Manager

- Over 35 years of experience in landscape maintenance, installation, and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Management contact for client coordination
- Quality Control

Ruben Urquiza – Client Relations, Safety & IPM Coordinator

- Over 5 years of experience in landscape maintenance and installation
- Over 20 years of experience in business administration/ management
- B.A., California State University, Fullerton
- Horticulture Courses – Fullerton College
- Extensive education and training in Occupational Safety & Health



REFERENCES:

City of Temecula
Citywide landscape & irrigation maintenance
\$2,920,308.00/Annual
Stacy Fox
951-308-6306

City of Lake Forest
Landscape & irrigation maintenance of city parks, medians, parkways & slopes
\$1,931,976.00/Annual
Michael McConaha
949-461-3575

City of Mission Viejo
Citywide landscape & irrigation maintenance
\$4,530,404.00/Annual
Jerry Hill
949-470-3085

COMPANY OBSERVED HOLIDAYS:

New Year's Day	Labor Day	Christmas
Memorial Day	Veterans Day	
Independence Day	Thanksgiving	

TRANSITION PLAN:

Nieves Landscape has proudly maintained a long-standing working relationship with the City of Orange, providing high-quality landscape maintenance services and completing numerous landscape construction projects over the years.

As the current contractor, should we be awarded the contract again, the transition will be completely seamless. Our experienced crews will continue performing all daily and routine maintenance tasks without disruption. Furthermore, any newly assigned areas will be smoothly integrated into our existing daily, weekly, monthly, and annual service schedules.

Because we are already deeply familiar with the specific needs, layouts, and expectations of each site—as well as the city staff—there will be no learning curve, orientation period, or delays in service continuity. This allows us to immediately focus on maintaining and enhancing the landscape quality across all assigned areas.

Nieves Landscape is excited about the opportunity to continue delivering reliable, efficient, and high-quality service to the City of Orange, its residents, visitors, and staff.



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

Nieves Landscape will assign a dedicated **Account Manager/Supervisor** to the City of Orange contract who will serve as the primary point of contact and liaison with the City's representatives. This individual plays a critical role in the successful execution of the contract and will be responsible for:

- Overseeing all landscape maintenance operations on-site
- Ensuring all work is completed in accordance with contract specifications and safety standards
- Managing crew scheduling, equipment, and material logistics
- Dispatching and supervising crews to ensure timely and effective service delivery
- Conducting quality control inspections and addressing any deficiencies
- Coordinating with City staff on ongoing and future maintenance needs

In addition to the Account Manager/Supervisor, a **Site Foreman** will be assigned to directly supervise the field crew. Both the Account Manager/Supervisor and the Foreman will be equipped with cellular phones to ensure constant communication between the field, office, and City representatives.

Our office operates Monday through Friday from 6:00 a.m. to 4:30 p.m. For after-hours, weekend, and holiday needs, Nieves Landscape provides a 24-hour answering service with on-call personnel ready to respond to emergencies promptly.



KEY PERSONNEL:

The following personnel have been assigned to the City of Orange contract. Each team member plays a critical role in ensuring the successful and efficient completion of all landscaping tasks, in full compliance with contract specifications.

Qty	Job Title	Name(s)	Responsibilities	Years with Nieves
1	Account Manager / Supervisor	Carlos Cruz	Oversees all project management, supervises all Nieves Landscape personnel assigned to the City of Orange, and serves as the primary city contact.	3
3	Foremen	Javier Guzman Ramon Cano William Mejia	Execute daily and weekly maintenance schedules; oversee tasks including litter collection, mowing, trimming, and weed control; supervise crews and report to Supervisor.	3 9 15
6-7	Laborers	TBD	Perform routine daily landscape maintenance including trash pickup, mowing, trimming, and manual/mechanical weed control.	—
2	Irrigation Technicians	Jose Nunez Javier Rosales	Responsible for monitoring, adjusting, repairing, and reporting all irrigation systems; report to the Nieves Supervisor.	7 7
As Needed	Chemical Applicator	Luis Gomez	Applies herbicides, insecticides (as required), and other chemical treatments including pre- and post-emergent; reports to the Supervisor.	16
As Needed	Seasonal Crew(s)	TBD	Perform seasonal and non-routine tasks including aeration, dethatching, fertilization, seeding, and weed abatement.	—

Note: Additional staffing, equipment, or resources will be assigned as needed to ensure contract compliance and quality of service.

<u>Staff</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Account Manager / Supervisor		X	X	X	X	X	
Riverbend/ Sycamore/ Water Site Crew		X	X	X	X	X	
Facilities & ROW Crew		X	X	X	X	X	
Facilities & ROW Weekend Staff/ Crew	X						X
SHAD Crew		X	X	X	X	X	
Irrigators		X	X	X	X	X	
Chemical Applicator	—	As Needed	As Needed	As Needed	As Needed	As Needed	—
Additional Laborer(s)	—	As Needed	As Needed	As Needed	As Needed	As Needed	—

Note: Applicator and additional laborers will be deployed as needed, based on seasonal or special task requirements.



SCHEDULES OF PROPOSED SERVICES:

Routine Weekly Task Schedule by Location

Location	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Riverbend Bioswales		X	X	X	X	X	
Sycamore Crossing		X	X	X	X	X	
Water Division		X	X	X	X	X	
Facilities / ROW	X	X	X	X	X	X	X
SHAD		X	X	X	X	X	
Rancho Santiago College				X			
Santiago Hills Fire Facility					X		

Note: A detailed task schedule will be submitted upon award of contract for review and approval prior to the official start date.

STAFFING COVERAGE:

Nieves Landscape has developed a reliable and flexible staffing strategy to ensure uninterrupted service in the event of employee illness, vacation, or termination. Our approach is designed to maintain the highest quality standards across all job assignments, regardless of staffing fluctuations.

We maintain adequate manpower across our organization to provide seamless coverage when unexpected absences occur. All employees are cross-trained in various aspects of their job duties, allowing us to reassign trained personnel quickly and efficiently as needed. This cross-training is structured around an experience-based model that aligns with each employee's skills and readiness to step into different roles.

This proactive system not only allows us to cover both scheduled and unscheduled absences without compromising service quality, but it also provides valuable opportunities to train team members for more complex or specialized assignments in the future.

Our staffing model ensures that service continuity and quality remain consistent, even during transitions or personnel changes.



HIRING PRACTICES:

At Nieves Landscape, we take a thorough and thoughtful approach to hiring, recognizing that the strength of our company lies in the quality of our people. Each candidate is carefully evaluated through a multi-step process to ensure they meet the standards and values we uphold.

The hiring process begins when an interested applicant submits a completed employment application. Upon review, a pre-interview is conducted by one of our supervisors, who then prepares a written evaluation assessing the applicant's experience, qualifications, and overall suitability for our team.

Depending on the role and the applicant's qualifications, a second interview may be scheduled with the supervisor, Operations Manager, and General Manager. Each interviewer submits a written review of the candidate, and these evaluations are discussed collectively before making a hiring decision.

If the candidate is approved to move forward, the following pre-employment screenings are initiated:

- **Pre-employment physical and drug screening** at a designated medical facility
- **Background check** through a third-party screening service
- For driving positions:
 - **DMV records check** and insurance approval for driving eligibility
 - Review of any past infractions related to driving safety or compliance

Only after all screenings and checks have returned results that meet our company standards is a formal offer of employment extended to the candidate.

At Nieves Landscape, we recognize that hiring is a mutual investment. We are committed to fostering a supportive, safe, and productive work environment where employees feel valued and empowered to succeed. We believe that effort, quality, and teamwork are the cornerstones of our continued success and reputation in the industry.



CORRECTING DEFICIENCIES:

At Nieves Landscape, we recognize that city contracts ultimately serve a wide range of stakeholders — including city officials, residents, and the general public. With so many "customers" involved, we are committed to doing our utmost to ensure complete satisfaction with the quality and consistency of our work.

However, we understand that concerns or deficiencies may occasionally arise. When they do, Nieves Landscape takes a structured and proactive approach to resolution. Our corrective action process includes the following steps:

- Promptly identify and assess the issue(s) or problem(s)
- Communicate findings and proposed corrective action with the designated city representative
- Implement the necessary corrective measures in a timely and effective manner
- Provide follow-up with the city representative via phone, email, or site visit to confirm resolution
- Conduct internal communication and training with crew members to prevent similar issues from recurring

We are fully committed to resolving any issues to the City's satisfaction. If needed, we will allocate additional crews, equipment, or materials at no additional cost to the City to ensure contract requirements are fully met.

At Nieves Landscape, our reputation is built on accountability, responsiveness, and a genuine commitment to high-quality service. We take every measure necessary to maintain that standard on every project we undertake.

CUSTOMER SERVICE PROGRAM:

At Nieves Landscape, we recognize that exceptional customer service is a cornerstone of our long-standing success. We are fully committed to customer satisfaction and consistently go above and beyond to meet — and exceed — our clients' expectations.

City representatives will be provided with a direct contact list that includes the cell phone numbers of our managers and supervisors, ensuring 24/7 access in the event of any emergencies.

Our main office is open Monday through Friday from 6:00 a.m. to 4:30 p.m. For after-hours, weekends, and holidays, we provide a 24-hour answering service and have on-call staff ready to respond promptly to any issues that may arise.

Nieves Landscape strongly values long-term relationships with our clients. We believe these relationships are built and maintained through proactive communication and outstanding service. At the start of each contract, we conduct a kickoff meeting to address any initial concerns, clarify expectations, and establish a clear line of communication. Ongoing communication is maintained throughout the contract term to ensure all work is performed to the City's complete satisfaction.

Should any issues occur, our Supervisor, Operations Supervisors, and/or Operations Manager will take immediate and appropriate action to resolve the matter efficiently and effectively.

Our ultimate goal is to deliver reliable, high-quality service that results in lasting, mutually beneficial partnerships with our clients.



QUALITY CONTROL:

Understanding of Work to Be Performed:

Nieves Landscape understands that the scope of work requires the provision of supervision, labor, equipment, and materials necessary to maintain all designated areas to the highest standards of landscape quality. This includes:

- Preparation and distribution of weekly schedules prior to work commencement
- Trash collection and disposal of recyclables at proper facilities
- Cleaning of site amenities
- Proactive identification and elimination of safety hazards
- Turf maintenance, including aeration and dethatching
- Maintenance of ground cover, shrubs, vines, and trees
- Proper fertilization and replenishment of plant material
- Pest and weed control
- Regular monitoring and maintenance of the irrigation system

Quality Assurance Measures:

Our field supervisor will continuously walk the job site to monitor and maintain the level of quality expected by Nieves Landscape. Any areas of concern will be promptly addressed and discussed with our internal team and City Inspectors. Walk-throughs with inspectors will be conducted to identify optimal solutions and ensure transparency.

To ensure accountability and alignment with the City's expectations, we will:

- Provide regular work schedules in advance
- Generate and complete punch lists, which will be documented and submitted to the inspector via email
- Maintain open lines of communication to ensure clarity on progress and quality

Proven Track Record:

Nieves Landscape is confident that we are the best-qualified firm for the services requested. Our qualifications are backed by numerous contracts of similar scope, detailed in our reference sheet. Feedback from these clients — including City Inspectors — consistently confirms our high standards and proactive approach.

From the owner's hands-on involvement to the long-standing tenure of our employees and client relationships, we take great pride in our work — and it shows in the results we deliver.



SAFETY TRAINING PROGRAM:

At Nieves Landscape, we are deeply committed to fostering a strong safety culture that promotes safe work habits and discourages risks or shortcuts. Our goal is to ensure every employee is equipped with the knowledge and awareness needed to identify workplace hazards and perform their duties safely and efficiently.

We provide comprehensive safety training in languages our employees understand, ensuring accessibility and retention. Our program includes, but is not limited to, the following components:

- Documented Tailgate Safety Meetings
- Roadway Safety and Driver Training
- Heat Illness Prevention Training
- Injury and Illness Prevention Program (IIPP)
- First Aid and CPR Training
- Proper Use and Maintenance of Equipment and Tools
- Regular Inspection and Use of Personal Protective Equipment (PPE), including safety glasses, boots, gloves, high-visibility vests, and hearing protection
- Emergency Action Plans
- Code of Safe Practices
- Fire Protection and Prevention
- Hazard Assessments and Safety Data Sheets (SDS)
- Pesticide Application and Handling Training
- Noise Exposure Awareness and Hearing Protection
- Fall Protection Training
- Accident and Near-Miss Investigation Procedures
- Monthly Safety Training Sessions

We believe that most accidents are preventable through proactive hazard recognition, continuous education, and the effective use of personal protective equipment. Our comprehensive safety training program helps create a safe, compliant, and productive work environment for all our employees.



LIST OF VEHICLES & EQUIPMENT:

Nieves Landscape will furnish all necessary equipment to perform landscape maintenance in accordance with the specifications outlined in the Citywide Landscape Maintenance Service contract. The following vehicles and equipment are designated for use in the contract areas:

Vehicles & Trailers

- (3) Landscape maintenance crew trucks
- (2) Landscape trailers
- (2) Irrigation trucks or vans
- (1) Utility vehicle

Mowing Equipment

- (1) Electric ride-on mower
- (2) Walk-behind mowers

Edging & Trimming Tools

- (2) Walk-behind or stick edgers
- (4) String trimmers
- (4) Hedge trimmers
- (4) Chain saws

Blowing & Spraying Equipment

- (4) Backpack blowers
- (1) Spray rig (*as needed*)

Additional Equipment

- Tractors and other seasonal-use equipment and vehicles are available as needed for extra or seasonal tasks.

Nieves Landscape maintains a fleet of backup vehicles and equipment at all yard locations to ensure uninterrupted service delivery. Our main yard is staffed with four full-time mechanics dedicated to the repair and preventative maintenance of all vehicles and equipment. These skilled mechanics are fully equipped to mobilize to any of our satellite yards or job sites, providing on-site repairs and routine maintenance as needed to minimize downtime and maintain operational efficiency.

With this combination of backup equipment, dedicated mechanical support, and the ability to secure rental equipment, when necessary, Nieves Landscape is committed to minimizing any potential service delays.

FINANCIAL CAPABILITY:

Nieves Landscape has demonstrated strong financial stability and consistent growth for over 40 years. Throughout this time, we have met all financial obligations and maintained a solid reputation for fiscal responsibility.

We are fully capable of funding and initiating work on this contract upon selection as the successful contractor.

Financial statements are available upon request.

ATTACHMENT NO. 1
LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
SANTIAGO HILLS ASSESSMENT DISTRICT
&
THE
RIVERBEND BIOSWALES, SYCAMORE CROSSING
ASSESSMENT DISTRICTS

(Behind this sheet.)

**Please submit copies of this attachment,
in its entirety, with the proposal.**

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INTRODUCTION

This section of the document is prepared to provide landscape maintenance specifications and a proposed program frequencies with special landscape maintenance conditions specific to the **Santiago Hills Assessment District, Riverbend Bioswales and the Sycamore Crossing Assessment Districts.**

All criteria presented herein, from this Introduction through the end of specifications, shall be met and upheld as a minimum standard for any hereafter respective landscape maintenance business program proposal.

The work required to maintain all City of Orange Landscape Assessment Districts (LSD) includes general and routine landscape maintenance care work and shall apply to the sites listed herein below and more specifically within Scope & Frequency of Work and exact Contract Area work sites, (later listed by address) in the sections that follow.

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.

Riverbend Bioswales - work includes, but shall not be limited to, all planting care, irrigation system care, recreation trail areas, walkway care, and graffiti removal for one (1) large bioswale basin, one (1) contiguous bioswale trough, and an open space element.

Sycamore Crossing - work includes, but shall not be limited to, all planting care, irrigation system care, recreation trail areas, walkway care, and graffiti removal for four (4) zones of a recreational trail/landscape buffer adjacent to a City bike trail.

SCOPE OF WORK

All maintenance areas for the City of Orange Santiago Hills Assessment District, Riverbend Bioswales and Sycamore Crossing 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.

SANTIAGO HILLS ASSESSMENT DISTRICT:

WORK TASKS

- Weed Control
- Turfgrass Care and Mowing
- Tree Care, up to 15 feet
- Shrub and Vine Care
- Planter Bedding Cultivation and Care
- California Native Plant Material Care
- Ground Cover Care
- Integrated Pest Management, (Pest Control)
- Irrigation Systems Care
- Walkway/Trail system/Parking Lot/Median/Hardscape Care
- Power blowing plants, hedges and hardscape after annual mulching
- Integrated Pest Management Care and Control
- Native Weeds and Grass Clearing
- Surface V-Ditch Drainage Cleaning and Clearing
- Trash & Litter Collection and Disposal
- Graffiti Reporting and Removal on small locations
- Dog Waste Bag/pouch replacements at all stations, (SHAD ONLY)

PROPOSAL NOTES:

Landscape Maintenance Assessment District area landscape inventories for each exhibit are approximate 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**

Exhibit 1 – Chapman Avenue Street-scene and Medians:

- Groundcover and Trees39,800 SF
- Groundcover with Trees, Shrubs and Vines.....37,000 SF
- Approximate Total Landscape Area.....**76,800 SF**

Exhibit 2 – Newport Boulevard Street-scene and Medians:

- Turf and Trees.....16,700 SF
- Groundcover with Trees and Shrubs.....10,500 SF
- Approximate Total Landscape Area.....**27,200 SF**

Exhibit 3 – Santiago Canyon Road Street-scene and Medians:

- Turf and Trees.....33,690 SF
- Groundcover with Trees and Shrubs.....27,150 SF
- Approximate Total Landscape Area.....**60,840 SF**

Exhibit 4 – Jamboree Street-scene and Medians (North of Chapman):

- Turf and Trees.....59,190 SF
- Groundcover with Trees and Shrubs.....7,450 SF
- Approximate Total Landscape Area.....**66,640 SF**

Exhibit 5 – Rancho Santiago College Street-scene:

- Turf and Trees.....22,500 SF
- Groundcover with Trees and Shrubs.....5,000 SF
- Approximate Total Landscape Area.....**27,500 SF**

Exhibit 6 – Fort Road Street-scene (North & South Parkways and Fire/Police Facility):

North and South Parkways:

- Turf and Trees.....3,960 SF
- Groundcover with Trees, Shrubs and Vines.....3,960 SF
- Approximate Total Landscape Area.....**7,920 SF**

Exhibit 7 - Fire/Police Facility:

- Turf and Trees.....2,070 SF
- Groundcover with Trees and Shrubs.....11,880 SF
- Approximate Total Landscape Area.....**13,950 SF**

Exhibit 8 – Canyon View Avenue Street-scene and Median:

- Turf and Trees.....13,730 SF
- Groundcover with Trees and Shrubs.....9,770 SF
- Approximate Total Landscape Area.....**23,500 SF**

Exhibit 9 – Old Camp Road Street-scene:

- Ground cover and Shrub.....1,850 SF

Exhibit 10 – Paseo Greenbelt between Lots 16 and 18:

- Turf and Trees.....5,040 SF
- Groundcover with Trees and Shrubs.....15,090 SF
- Approximate Total Landscape Area.....20,130 SF

Exhibit 11 – Jamboree Rd, Medians, Parkway & Slope, Canyon View Parkway & Paseo:

- Medians - Turf and Trees.....165,300 SF
- Native Weeds and Grass Clearing Jamboree Road West Slope.....37,700 SF
- Native Weeds and grass Clearing, East Parkway.....63,420 SF
- Native Weeds and Grass Clearing Canyon View South Parkway.....7,600 SF
- Ground Cover Jamboree Road South Parkway.....12,040 SF
- Ground Cover, Shrubs and Trees Jamboree Road MWD Dip Area.....21,500 SF
- Ground Cover, Shrubs and Trees Paseo.....13,600 SF
- Approximate Total Landscape Area.....321,160 SF

12. Exhibit – Street scene Newport Boulevard and Chapman Avenue:

- Turf and Trees.....36,300 SF
- Groundcover with Trees and Shrubs.....44,760 SF
- Approximate Total Landscape Area.....81,060 SF

13. Exhibit – Canyon View Avenue, White Oak Ridge, Trails End Lane and Handy Creek Road Street scene and Medians:

- Turf and Trees.....49,100 SF
- Groundcover with Trees and Shrubs.....126,700 SF
- Approximate Total Landscape Area.....175,800 SF

14. Exhibit – Handy Creek Drainage Easement:

- Turf and Trees.....69,530 SF
- Groundcover with Trees and Shrubs.....185,000 SF
- Approximate Total Landscape Area..... 254,530 SF

15. Exhibit – Paseo Greenbelt:

- Turf and Trees.....52,910 SF
- Groundcover with Trees and Shrubs.....85,970 SF
- Approximate Total Landscape Area.....138,880 SF

16. Exhibit – Park Slope:

- Groundcover with Trees and Shrubs.....21,250 SF

17. Exhibit – Newport Boulevard and Skylark Place:

- Turf and Trees.....30,620 SF

- Groundcover with Trees and Shrubs.....35,780 SF
- Approximate Total Landscape Area.....**66,400 SF**

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

- Turf and Trees.....601,286 SF
 - Ground Cover With Trees and Shrubs (includes Native type listings)738,924 SF
-
- **Approximate Total Square Footage.....1,385,410 SF**

EXHIBIT "B"

COMPENSATION FOR SERVICES

[Beneath this sheet.]

BID PROPOSAL SCHEDULE

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 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17**. 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: \$ 29,171.61

Word Form (Twenty-nine thousand one hundred seventy-one and 61/100 dollars)

Total Cost Per Twelve (12) Months \$ 350,059.32

Word Form (Three hundred thousand fifty-nine and 32/100 dollars)

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 5:**

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: \$. 728.72

Word Form (Seven hundred twenty-eight and 72/100 dollars)

Total Cost Per Twelve (12) Months \$ 8,744.64

Word Form (Eight thousand seven hundred forty-four and 64/100 dollars)

SANTIAGO HILLS FIRE 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 6-2**.

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: \$ 262.85

Word Form (Two hundred sixty-two and 85/100 dollars)

Total Cost Per Twelve (12) Months \$ 3,152.20

Word Form (Three thousand one hundred fifty-two and 20/100 dollars)

RIVERBEND BIOSWALES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:

A. Exhibit A – Riverbend Bioswales:

- Bioswale Large Basin – Bi Weekly 71,483 SF
- Perimeter Landscape to Basin – Bi Weekly 56,975 SF
- Bioswale Contiguous Trough – Bi Weekly..... 85,086 SF
- Perimeter Landscape to Trough – Bi Weekly57,160 SF
- Open Space Element (east end of trough)
 - Turf – Weekly (5,940 SF)
 - Shrubs and groundcover – Bi Weekly (9,560 SF)
 - Open space element **sub-total** **(15,500 SF)**
- Riverbend Bioswale total **286,204 sq. ft.**

RIVERBEND BIOSWALES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:

Sub-total bid proposal contract amount

Total cost per month: \$. 4,364.63

Word Form (Four thousand three hundred sixty-four and 63/100 dollars)

Total Cost Per Twelve (12) Months \$ 52,375.56

Word Form (Fifty-two thousand three hundred seventy-five and 56/100 dollars)

SYCAMORE CROSSING LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:

B. Exhibit B – Sycamore Crossing LMD 94-1 (No turf existing here):

- Tustin Street Entry Zone – Bi Weekly..... 1,800 SF
- Southside Landscape Buffer – Bi Weekly60,306 SF
- Lower Southside Tree Ledge – Quarterly33,750 SF
- Northside Landscape Buffer – Bi Weekly51,650 SF
- Westend Northside Tree Ledge – Quarterly 1,600 SF
- Sycamore Crossing total **149,106 SF**

SYCAMORE CROSSING LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT:

Sub-total bid proposal contract amount

Total cost per month: \$. 1,548.39

Word Form (One thousand five hundred forty-eight and 39/100 dollars)

Total Cost Per Twelve (12) Months \$ 18,580.68

Word Form (Eighteen thousand five hundred eighty and 68/100 dollars)

GRAND TOTAL FOR SANTIAGO HILLS ASSESSMENT DISTRICT, RIVERBEND BIOSWALES AND THE SYCAMORE CROSSING ASSESSMENT DISTRICTS BID PROPOSAL CONTRACT AMOUNT:

TOTAL COST PER MONTH: \$ 36,076.20

Word Form (Thirty-six thousand seventy-six and 20/100 dollars)

Total Cost Per Twelve (12) Months \$ 432,914.40

Word Form (Four hundred thirty-two thousand nine hundred fourteen and 40/100 dollars)

UNIT PRICE - INFORMATION

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.

Labor Hourly Rates:

Supervisor	\$ 85.00	/HR
Maintenance Laborer	\$ 42.00	/HR
Tree Trimmer	\$ 95.00	/HR
Irrigation Technician	\$ 72.00	/HR
Pest Control Operator	\$ 72.00	/HR
Landscape Construction Laborer	\$ 122.83	/HR
Equipment Operator	\$ 142.06	/HR

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

Turf	\$ 0.016	/SF
Mowing	\$ 0.012	/SF
Edge and Trim	\$ 1.95	/LF
Fertilization	\$ 0.03	/SF
Aerification	\$ 0.006	/SF
Dethatching	\$ 0.004	/SF
Overseeding (Seed & Topdress Complete)	\$ 0.10	/SF

Ground Cover, Shrubs and Trees

Edge & Trim	\$ 2.75	/SF
Weeding	\$ 0.07	/SF
Fertilization	\$ 0.03	/SF
Mulching with 0-2" Forest Floor Organic Product	\$ 85.00	/SF
Shrub Pruning	\$ 42.00	/SF
Tree Pruning to a height of 20' from finish grade	\$ 95.00	/SF
Staking Trees	\$ 61.92/ set	/SF
Guying Trees	\$ 181.60/ set	/SF
Vine Care (attachment & training complete)	\$ 43.00	/SF

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

½" SCH 40 PVC Pipe	\$ 1.01	/LF
¾" SCH 40 PVC Pipe	\$ 1.36	/LF
1" SCH 40 PVC PIPE	\$ 2.02	/LF

1.5" SCH 40 PVC PIPE	\$ 3.12	/LF
2" SCH 40 PVS PIPE	\$ 4.31	/LF
Mainline Repair (Time & Material)	\$ 72.00	/HR
Rainbird 1806 pop-up head	\$ 40.33	/EA
Rainbird 1812 pop-up head	\$ 54.79	/EA
Rainbird PA-85 PRS shrub standard head	\$ 26.18	/EA
Rainbird T-Bird Series Rotor	\$ 79.04	/EA
Hunter MP Rotator Nozzles	\$ 14.12	/EA
Toro 700 Series Rotor	\$ 103.12	/EA
Febco RPP Device 825Y for 2" and smaller	\$ 3,338.40	/EA
Febco RPP Device Model 825 for 2-1/2" and larger	\$ per proposal	/EA
Rainbird EFB-CP Series Remote Control Valve 1"	\$ 369.33	/EA
Rainbird EFB-CP Series Remote Control Valve 1-1/4"	\$ N/A	/EA
Rainbird EFB-CP Series Remote Control Valve 1-1/2"	\$ 614.60	/EA
Rainbird 33 DLRC Quick Coupler	\$ 185.05	/EA

Pesticide:

Insecticide Application	\$ 0.016	/SF
Systemic Herbicide Application	\$ 0.017	/SF
Selective Herbicide Application	\$ 0.02	/SF
Disease/Fungicide Application	\$ 0.018	/SF
Snail and Slug Control	\$ 0.017	/SF
Soil Injections	\$ 98.00	/SF
Rodent Control	\$ 19.00	/SF

Clean Up:

Trash Removal	\$ 42.00	/HR
Graffiti Removal	\$ 57.00	/HR
Blowing/Vacuum	\$ 0.0075	/SF

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

24" box trees	\$ 425.00	/EA
15 gallon trees	\$ 176.00	/EA
15 gallon shrubs	\$ 116.00	/EA
5 gallon shrubs	\$ 47.00	/EA
1 gallon shrubs	\$ 18.00	/EA
Turf sod	\$ 4.33	/SF
Turf seed & top dressing complete	\$ 3.15	/SF
Ground Cover flat	\$ 45.00/ flat	/SF
Concrete Mow Strip	\$ 38.00	/LF
Equestrian Lodge Pole Fencing Post (includes concrete footing)	\$ 159.81	/EA

Equestrian Lodge Pole Fencing Rail	\$ 97.83	/EA
Dog Dropping Bags (Scented box)	\$ 133.65	/BOX
Trash Bags (55gallon)	\$ 101.09	/BOX

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. Contract Area: Riverbend Bioswale Assessment District
- D. Contract Area: Sycamore Crossing Assessment District
- E. City's Representative: Designated person(s) as authorized representative(s) or the contract administrating officer(s) of the City of Orange.
- F. 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.
- G. 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 or cellular phone. **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.** The 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:

Supervisor	5 years
Foreman	5 years
Irrigation Technician	5 years

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 Irrigation Technician must have a minimum of five (5) years' experience with the use of Calsense Irrigation Controller Systems and extensive experiences with Looped Irrigation Systems with multiple backflow devices.

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 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 the completion of high-quality work that will be acceptable to the City. Any order or communication given to the supervisor shall be deemed delivered to the Contractor. The Contractor and his employees shall always conduct themselves in a proper and efficient manner 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 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. The contractor shall report any graffiti observed in the contract area and contract area to the City by calling, (714) 532-6480, 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 by 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 – On a monthly basis the Contractor shall submit weekly schedules to the City's Representative by last week of the existing month for the following month and 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 the 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 scheduled 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 on 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 ensure 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 Four Hundred Dollars (\$400.00) per day for each calendar day delayed in finishing the work within the time specified. The City has the authority to penalize the Contractor \$400.00 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 more than 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:

- Work required by the specifications that is defective, incomplete or not performed.
- Claims against the City that are filed.
- Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
- A reasonable doubt that the Contractor will not complete it's required performance for the remaining balance of the term of the contract.
- 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 ADDITIONAL PENALTIES:

- The City may impose additional monetary penalties in the amount of \$300.00 per day for each instance of Non-Performance as defined herein.

G-17 PERFORMANCE DURING INCLEMENT WEATHER:

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

- Failure to adjust the workforce to show good progress on the work shall result in deduction of payments to reflect only the work accomplished.
- The Contractor shall immediately notify the City when the workforce has been removed from the job site due to inclement weather, or other reasons.
- The Contractor shall stake, and re-tie trees as required.
- The Contractor shall remove all branches and debris resulting from inclement weather as directed by the City.
- Drains and V ditches shall be checked and cleaned as necessary.
- The Contractor WILL BE required to perform clean-up tasks as requested by the city throughout the contracted areas during normal business hours and during the inclement weather events.
- The Contractor may be called upon to assist the City after hours with emergency cleanup, including weekends.

G-18 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:

- All major irrigation repairs shall be completed within 24 hours of notification by the City.
- General landscape and facility repairs shall be completed within three (3) days per the following guidelines:
 - 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.
 - 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.
 - 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.
 - Damage to trees shall be repaired in the following manner:

- a. Minor damage such as bark loss from mechanical equipment shall be remedied by a qualified Certified International Society 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.
- Hardscape facilities damaged shall be repaired with materials approved by the City.
- 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.
- 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- 19 UNDERGROUND EXCAVATIONS:

If the City requests or directs the Contractor to perform work in each 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. The contractor shall notify the City and contact the **Underground Service Alert (USA), DIG ALERT 811** 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-20 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 because 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 theft and/or vandalism; labor shall be provided by the Contractor at no additional cost to the city.

G-21 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 65 decibels (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. The contractor is responsible for maintaining compliance with all state, federal, and local laws and regulations.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of the 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, therefore.

G-22 LOCKS AND KEYS:

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

- Not duplicate any coded City key furnished by the city for access and operation of the controller.
- 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.
- Protect the security of City property by keeping controller cabinets and enclosure doors locked at all times.
- Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by the city.

G-23 STORAGE FACILITIES:

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

G-24 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 the City.

G-25 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-26 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-27 ADDITIONAL CONTRACT AREAS:

The 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-28 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 always maintained in a healthy vigorous growth and well-groomed state. Contractor's 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 high 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:

- 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.
- 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. The contractor shall be required to pay the costs of tests if negative results are related to incorrect maintenance practices.
- 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:

- All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.
- The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- 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.

- Contractor personnel are not to take any direction from individual homeowners or members of the community unless the request is of an emergency nature. The contractor personnel shall inform the individual to contact the City's Representative.
- 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:

- 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.
- 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.

Reporting Safety Hazards, Damage or Malfunction: It shall be the Contractor's responsibility to inspect all Contract Areas daily 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.

- 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.
- 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.
- **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 disrupted to the public or regular traffic flow, it shall be rescheduled to a more convenient time. Additional care may be needed due to weather conditions.
- **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.

- Street Closures, Detours, Barricades: If work is to be conducted in public right-of-way, the Contractor shall adhere to all safety regulations, using cones, signboards, or other required safety equipment, and obtain an encroachment permit 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.

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.

- 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 Environmental Protection Agency (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>

GENERAL REQUIREMENTS:

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

- There shall be no application of pesticide without approval by the City.
- 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.).
- 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.
- 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.
- Non-restricted pesticides shall be used whenever possible to perform pest control in landscape areas.
- The City of Orange does NOT allow the use of RESTRICTED pesticides and/or chemicals to be used for the control of Pest and Diseases on any city property.

APPLICATION OF PESTICIDES:

- 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. Applicators 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.
- 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 to 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.
- 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.
- 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.
- Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
- 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 Material Safety Data Sheet (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.

- 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.

- Ground Cover: All ground covers 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 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.
- 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.
- 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.
- 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.
- Recreational Trails: Weeds shall be removed from recreational trails once every four weeks or more often as necessary.
- 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 and other Landscape Maintenance Districts 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:

MOWING:

- 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 is 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. Wheel ruts must be repaired within twenty-four hours (24hs). 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 re-sodding to any failing turf areas as becomes necessary due to contractor neglect.
- Cool Season Grass: Turf shall be mowed (maintained) with rotary type mulching mowers at a height of three inches (2") 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 anyone mowing. SCALPING THE TURF GRASS MUST BE AVOIDED at all times.
- 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.
- 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 properly 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 do 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.
- 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.

- 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 for 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 runs off across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.
- 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.

EDGING AND TRIMMING:

- **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 (18") 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.

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.

- 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 soil and plant laboratory report for each site.
- 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.

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 inches (6") spacing. Aerate compacted or stressed areas as required to increase water penetration and reduce runoff. The 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.

DETHATCHING:

- Turf areas shall be dethatched once per year between September and October or as directed by the City's Representative.
- Dethatching shall be accomplished by using a "vertical cut type" dethatch machine.
- The contractor shall flag all irrigation sprinklers prior to commencement of work.
- All thatch and debris shall be immediately removed upon completion at Contractor's own expense.

WINTER OVERSEEDING:

- Upon the completion of thatching turf areas by mid-September in the Fall, Winter overseeding will be required. The contractor will over sow with perennial rye grass at the rate of 12 lbs. per 1,000 square feet or as approved by City's Representative the end of September. It is expected that the germination rate be 85% to 98% complete by the end of October and the routine mowing will commence by then.
- 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 after the first scheduled mowing.
- Seed immediately after thatching operations. Perform re-seeding operations when the 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.
- Cultivate base and aerate compacted area thoroughly. Where substantial but thin turf remains rake, aerate if compacted, and cultivate soil.
- Remove diseased or unsatisfactory turf areas. Remove and do not bury into the soil. Remove topsoil containing foreign materials, i.e., gas/oil drippings, stones, gavel, debris, etc.
- Water seeded area daily to maintain adequate soil moisture for proper seed germination.
- Top dressing, when applicable, shall be applied with materials and methods approved by the City's Representative.

INSECT DISEASE AND PEST CONTROL:

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

CONTRACTOR DAMAGE AND NEGLECT:

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 should be always maintained in an attractive condition. 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:

- **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 groundcovers 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 always ensure proper coverage and operation. 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 the top of ground covers.
- **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.
- **Median Islands:** All ground cover pruning shall be performed as a continuous weekly operation. Ground covers shall be maintained and trimmed not to always exceed a maximum height of twelve inches (12") above the curb and gutter.
- **Watering:** Be cautious not to over water shrubs 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 runs off 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.

Fertilization: Vigorous growth and good color must be always maintained. 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.

- Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- 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 City'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 appear 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 plants 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 by accepted landscape maintenance practices. The Contractor shall maintain all trees, whether specifically mentioned or not, in a healthy condition always.

- 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. Topping of trees is NOT permitted. Reduction of wind damage trees shall be done by crown reduction cuts. 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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 clear circle shall be maintained at the base of trees to reduce competition for nutrients by lawns.
- Insect, Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- 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 re-staking shall be done with originally specified materials. Stakes shall not be placed closer than eight inches (8") from the 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 stakes shall be completed within five (5) days. (Materials only will be paid for by the city as "Extra Work".)
- Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.

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

- 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.
- 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 retied or adjusted as necessary.
- Median Island Pruning: All shrub pruning shall be performed as a continuous weekly operation. Shrubs shall be maintained and trimmed not to always exceed a maximum height of thirty inches (30") above the curb and gutter.
- Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.
- Fertilization: Shrubs located in ground cover areas will not require additional fertilizing. See Section M-8, Fertilization, for fertilization application in ground cover areas.

- 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 ensure adequate water penetration. Rake out only as directed by the city.
- 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:

- 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.
- 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 ensure the plants are being maintained in a healthy and vigorous condition.
- Young Plants: In general, young plants need additional water to supplement available rainfall until they establish a good root system.
- Remove any water retention basin around all native trees and shrubs.
- Irrigate about once a week, trying not to over soak the surrounding soil.
- Do not allow soil to remain soggy for long periods of time as this encourages disease.
- Deep water every two to three weeks during summer and fall from June to October.
- During the winter, supplemental watering shall be discontinued (as rainfall is adequate).
- Spring supplemental water will be necessary depending upon the available rainfall.
- 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.
- 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.
- 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.
- Fertilization: Refer to Section M-8, Fertilization, of this specification.

- Plant Replacement: Refer to Section M-8, Plant Material Replacement, of this specification.
- Tree Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for tree pest control.
- 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. The contractor will assume responsibility for the use of all chemical controls. Pests and diseases to include, but are not 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.

- Extreme caution should be used when applying pesticides and labels must be followed at all times.. City approval must be obtained prior to any use of pesticides.
- Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor should 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.
- 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 carried out 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.

- 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.).
- 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.
- 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 will 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.

- **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 costs 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 them available to the Contractor or to provide a local vendor where the Contractor makes appropriate purchases directly for 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.

- 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.
- Any damage 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.
- 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.
- 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.
- The contractor should maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

MONITORING SYSTEMS:

- 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 adjustments 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.

- 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.**

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.

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

- **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 needed or directed by the City representative. 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.
- 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 people 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.
- **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.
- **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.
- **Street Clean-up:** Street sweeping is maintained under a separate contract and is not a part of this maintenance work. The Contractor shall, however, remove and dispose of off site weekly, 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.
- **Dog Droppings:** Shall be removed when found during daily maintenance operations. Walks shall be hosed off after droppings are removed. The contractor shall be responsible for replenishing doggie bags at 12 existing doggie bag station locations one (1) time per week.
- **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 disrupted to regular traffic flow, it shall be rescheduled to a more convenient time.

M-17 SURFACE DRAINAGE FACILITIES:

- 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, always intended functioning. All inlets shall, likewise, be kept free of all matters which would preclude their proper, intended functioning.

- 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.
- 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.
- 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 – except for 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:

- Trash, litter, and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by people 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.
- Leaves, pine needles, grass clippings, branches, weeds and any other landscape debris accumulated from the Contract Areas shall be disposed of offsite the same day the landscape debris is accumulated. All off-site dumping shall be at a dump approved by the City.
- 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 wash off and clean 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 should be provided to always present a neat and clean appearance for landscape personnel. Contractor's personnel should always wear uniforms with company names. The proper uniform includes:

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

- 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. If tennis shoes or sandals are worn the city may suspend the Contractor's employee from work for that day.

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

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.

- In the event the Contractor is required by the city and agrees to perform extra work:
- 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 must include hours worked. The following procedure will govern such extra work.
- 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.
- The city will issue a work request for such extra work to be performed.
- 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.

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

- Replacement of plant materials due to failures beyond the Contractor's control.
- Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.
- Additional treatment required for planting or soil as not set forth specifically in this Specification.
- Remedial landscaping.

- Repairs or replacements due to vandalism or "Acts of God".
- Labor costs shall be based on the proposed wage scale for each type of workman.
- 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.
- 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.
- 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-23 WEEKLY MAINTENANCE REVIEW:

- 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 the City to inspect shall not relieve the Contractor of the duty to provide continuous inspection of the Contract Area.
- The Contractor shall meet weekly with the City's Representative to review the schedules and performance, resolve problems and perform field inspections as required.
- Weekly maintenance Contract Area site review meetings followed by satisfactory completion of any or all punch list items generated thereof is a required prerequisite for payment of monthly invoices.

M-24 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:

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

Reports and Forms:

- The contractor shall provide, but NOT limited to, the following reports (as scheduled, or upon request):

- Pesticide Use Reports
- Hazards Reports
- Cost information to perform extra work for upgrading specific areas
- Suggestions for improving problem areas
- All forms and schedule(s) shall be of a format approved by the City.

ATTACHMENT NO. 2

LANDSCAPE MAINTENANCE SPECIFICATIONS FOR CITY FACILITIES
AND RIGHT-OF-WAY
&
CITY OF ORANGE WATER DIVISION FACILITIES

[Behind this sheet]

Please submit copies of this attachment, in its entirety, in a separate sealed envelope.

LANDSCAPE MAINTENANCE SPECIFICATIONS FOR CITY FACILITIES
AND RIGHT-OF-WAY

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INTRODUCTION

This section of the document is prepared to provide landscape maintenance specifications and proposed program frequencies with special landscape maintenance conditions specific to the City Facilities, Right-of-way and City of Orange Water Division Facilities.

All criteria presented herein, from this Introduction through the end of specifications, shall be met and upheld as a minimum standard for any hereafter respective landscape maintenance business program proposal.

The work required to maintain all City Facilities, Right-of-way and City of Orange Water Division Facilities includes general and routine landscape maintenance care work and shall apply to the sites listed herein below and more specifically within Scope & Frequency of Work and exact Contract Area work sites, (later listed by address) in the sections that follow.

Contract Area locations to be maintained by contractual landscape services generally consist of the following eighty-three (83) City Facilities & Right-of-way work sites and Twenty nine (29) City of Orange Water Division Facilities.

1. CITY FACILITIES (27 sites)

Fire Stations	Eight (8) sites
Libraries	Three (3) sites
Park Site	One (1) sites
Parking Lots	Seven (7) sites
Public buildings	Eight (8) sites

2. RIGHT-OF-WAY (56 sites)

Medians	Twenty (20) sites
Freeway Overcrossings	Six (6) sites
Parkways	Sixteen (16) sites
Planters	Fourteen (14) sites

SCOPE & FREQUENCY OF WORK:

The landscape maintenance care work required to comply with this contract and further described within this document shall generally be referred to as Contract Work.

The contract includes, but shall not be limited to, all of the following specific landscape maintenance care work tasks:

WORK TASKS

- Weed Control
- Turfgrass Care and Mowing
- Tree Care, up to 15 feet
- Shrub and Vine Care
- Ground Cover Care
- Planter Bedding Cultivation and Care
- California Native Plant Material Care
- Native Weeds and Grass Clearing
- Integrated Pest Management, (Pest Control)
- Rodent Control
- Irrigation Systems Care
- Walkway/Parking Lot/Median/Hardscape Care
- Power blowing plants, hedges and hardscape after annual mulching
- Surface V-Ditch Drainage Clearing and Cleaning
- Trash & Litter Collection and Disposal
- Graffiti Reporting and Removal on small locations.

PROPOSAL NOTES:

City Facilities, Right-of-way and City Water Division location areas for landscape inventories for each exhibit are estimates and approximations only. The Contractor shall be responsible for determining actual quantities and costs for providing landscape maintenance services to the City of Orange.

LANDSCAPE MAINTENANCE SERVICE LEVEL FREQUENCIES

Listed below is a description of the landscape maintenance service level frequencies requested by the City of Orange for the proper landscape maintenance of all sites designated as City Facilities and Right-of-way. The contractor shall perform all applicable specific work tasks noted above, and all maintenance specifications further described herein:

Service Level A - Every Other Day - Landscape Maintenance:

- Landscape Maintenance must occur every other day of the week or as needed.

Service Level B - Weekly Landscape Maintenance:

- Weekly requirements of all necessary landscape maintenance work shall be performed at a minimum of one day a week, or as needed.

Service Level C - Biweekly Landscape Maintenance:

- Biweekly requirements of all necessary landscape maintenance work shall be performed at a minimum of once every two weeks, or as needed.

Service Level D - Monthly Landscape Maintenance:

- Monthly requirements of all necessary landscape maintenance work shall be performed at a minimum of once every month, or as needed.

Service Level E - Quarterly Landscape Maintenance:

- Quarterly requirements for all necessary landscape maintenance work shall be performed at a minimum of once every quarter (three months), or as needed.

The City of Orange reserves the right to request, at any time, a greater frequency of contract work to meet the needs of each Contract Area location, that may appear to require a greater frequency of work to be cared for and kept properly within reasonable opinion of standard landscape maintenance care work.

CONTRACT AREA LOCATIONS AND SERVICE LEVELS INVENTORY

City Facilities and Right-of-Way (R.O.W) contract area locations to be maintained by the Contractor are specifically listed herein. Each contract area location is listed by site name and Service Level.

The following is the contract area locations and service level inventory listing:

CITY FACILITIES

Fire Stations

Fire Headquarters 1176 East Chapman Avenue	Service Level C
Fire Station #1 176 South Grand Street	Service Level C
Fire Station #2 2900 East Collins Avenue	Service Level C
Fire Station #3 1910 North Shaffer Street	Service Level C
Fire Station #4 201 South Esplanade Street	Service Level C
Fire Station #5 1345 West Maple Avenue	Service Level C
Fire Station #6 345 South The City Drive	Service Level C
Fire Station 7 (not part of this)	
Fire Station #8 5275 East Carver Lane	Service Level C

Libraries

Main Library 407 East Chapman Avenue	Service Level A
Taft Library 740 East Taft Avenue	Service Level C
El Modena Library/Head Start 380 & 392 South Hewes Street	Service Level C

Plaza Quadrants

Plaza Quadrants Glassell Street at Chapman Avenue	Service Level A
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Parking Lots

Almond Avenue Parking Lot 190 South Olive Street (Senior Center)	Service Level C
S Grand Street Parking Lots (Public Parking) 100 Block South Grand Street	Service Level D
Lemon Street Parking Structure 130 North Lemon Street	Service Level C
N Olive Street Parking Lots (Public Parking) 100 Block North Olive Street	Service Level D
S Olive Street Parking Lots (Public Parking) 100 Block South Olive Street	Service Level A
N Orange Street Parking Lots (Public Parking) 100 Block North Orange Street	Service Level C
S Orange Street Parking Lot 100 Block South Orange Street	Service Level C

Public Buildings

Civic Center; (City Hall, all parkways and parking lots) 300 East Chapman Avenue	Service Level A
Corporation Yard 637 West Struck Avenue	Service Level C
Community Services Building 230 East Chapman Avenue	Service Level C
Grand Street Apartments 124-142 South Grand Street	Service Level C
Train Depot Parking Lots & Platforms 100 North Atchison Street	Service Level C
Orange Senior Citizens Community Center 170 South Olive Street	Service Level C
Police Facility 1107 North Batavia Street Royer Building 307 East Chapman Avenue	Service Level C

Right-of-way - Medians

N. Cannon Street Serrano to Via Escola	Service Level C
The City Drive, City Way & Manchester 200 - 500 Block S. The City Drive 3500 Block W. The City Way 250-300 Block S. Manchester Avenue	Service Level C
North Prospect Street Medians; 200-700 Block N. Prospect Street, 3700 Block E. Bond Avenue	Service Level C
State College Boulevard Medians & Parkway @ Chapman Ave., 100 Block N. College Boulevard (Int. State College Blvd & Chapman Ave), 3500 Block W. Chapman Ave., 300-500 Anaheim Way (parkway), 10 Block N. Manchester Ave Median	Service Level D
South Glassell Street Medians 500-600 Block South Glassell Street	Service Level C
Town and Country Road Medians 700-1300 Block Town and Country Road	Service Level C
2.6.33 West Chapman Avenue Median 3700-4000 Block West Chapman Avenue	Service Level C
West Katella Avenue Medians 1300 - 1800 Block West Katella Avenue	Service Level C
South Tustin Street Median 785 Block South Tustin Street (at SR 22 OFF Ramp)	Service Level E
East Almond Avenue Median & PKWAY 2500 - 2800 Block East Almond Avenue (South side)	Service Level E
Meats Avenue & Marywood Drive Median & PKWY 3800 – 4000 Block East Meats Avenue	Service Level E
Canyon View Avenue Medians 6400-7100 Block E. Canyon View Avenue	Service Level E
East Katella Avenue Medians 2200 - 2500 East Katella Avenue	Service Level E
North Glassell Street Medians	Service Level E

2400-3200 Block N. Glassell Street

Nohl Ranch Road Median 1900 Block East Nohl Ranch Road	Service Level E
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Oak Street Medians 200 Block North Oak Street	Service Level E
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Batavia Street Medians 1200 - 1300 Block North Batavia Street	Service Level E
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Lexington Avenue Median & Recreation Trail 1600 Block North Cannon Street (at Lexington Avenue)	Service Level E
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Santiago Canyon Road Medians East Santiago Canyon Road at Kennymead Street	Service Level E
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Main Street Median 236 South Main (Between Palmyra Ave. & Almond Ave.)	Service Level E
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Freeway Overcrossings

Walnut Avenue Overcrossing; 1900-2200 Block East Walnut Avenue	Service Level E
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East La Veta Avenue Overcrossing 1900-2300 Block East La Veta Avenue	Service Level E
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Lewis Street Overpass 700-800 South Lewis Street	Service Level E
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Meats Avenue Overcrossing 1800-2200 East Meats Avenue	Service Level E
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Collins Avenue Overcrossing 1800-2200 East Collins Avenue	Service Level E
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West La Veta Avenue Overcrossing 2000-2100 Block West La Veta Avenue	Service Level E
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Parkways

Esplanade Street Parkways; 200-500 Block South Esplanade Street	Service Level C
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4100-4500 Block East Marmon Avenue	
4000 Block East Palmyra Avenue	
4100 Block East Dorothy Avenue	
4100 Block East La Veta Avenue	
4100 Block East Jordan Avenue	
Los Timbres Street Parkway & Median	Service Level D
5000-5300 Block East Chapman Avenue	
100 Block South Los Timbres Street (Timbres Street at East Chapman Avenue)	
East Chapman Avenue Parkway	Service Level E
5900 – 6100 East Chapman Avenue	
Jamestown Way Parkways & Median	Service Level E
5600-6033 Block E. Santiago Canyon Road	
1500 Block North Jamestown Way (Jamestown Way at Santiago Canyon Road)	
South Prospect Street Parkways	Service Level E
200, 300 & 400 Block South Prospect Street	
Riverdale Avenue Parkway	Service Level D
300-1000 Block East Riverdale Avenue	
Highland Street Parkway	Service Level E
200 Block North Highland Street	
Santiago Boulevard Parkway	Service Level E
700-800 North Rancho Santiago Boulevard	
Hewes Street @ Jordan Avenue Parkway	Service Level E
500 South Hewes Street, 4500 Block East Jordan Avenue	
East La Veta Avenue Parkway	Service Level E
900-1000 Block East La Veta Avenue	
East Katella Avenue @ Handy Street PKWY	Service Level D
2500 - 2800 Block East Katella Avenue	
Southern Avenue Parkway	Service Level E
500-800 Block West Southern Avenue	
Santiago Canyon Road at Newport Boulevard Parkway	Service Level E
SWC Santiago Canyon Road at Newport Boulevard	

Villa Real Drive Parkway 2700-2900 Block Villa Real Drive	Service Level E
Ashwood Street Parkway 2900- 3200 Block North Ashwood Street (East side)	Service Level E
West Cannon Street Parkway & Trail 1600 Block North Cannon Street (at Taft Ave.)	Service Level E

Planters

East & West La Veta Avenue Planters 100 Block East & West La Veta Avenue	Service Level D
Orange-Olive Road Planter 2200 Block North Orange-Olive Road	Service Level D
Yorba Street Planters/Palmyra Avenue Parkway 300-400 Block South Yorba Street & 2400 Block East La Veta Avenue 2400 Block E. Palmyra Avenue	Service Level E
Cannon Street at Bobwhite Way Planters 100 Block North Cannon Street (at Bobwhite Way)	Service Level E
Santiago Canyon Road Planter 5200 Block East Santiago Canyon Road	Service Level E
Cannon St. at Santiago Canyon Rd. Planter/Bioswale 1400 North Cannon Street (at Santiago Canyon Road)	Service Level E
Serrano Avenue at Cannon Street Planter; 5400 Block East Serrano Avenue (at Cannon Street)	Service Level E
West Chapman Avenue Planter 4400 Block West Chapman Avenue	Service Level E
Trenton Avenue Planters 1500 Block E. Trenton Avenue (at entry to Mobile Home Park)	Service Level E
Greengrove Street Planters 1800 North Greengrove Street	Service Level E
North Glassell Street at Taft Avenue Planter 1700 Block North Glassell Street (North/West/corner at Taft Avenue)	Service Level E

East Lincoln Avenue Planter
1100 Block East Lincoln Avenue

Service Level E

Richland Avenue Planters & Medians
100 Block East Richland Avenue (entry planters @ Glassell Street)
3000 North Edgewater Street (Median)
400 East Meadowbrook Ave (Median)

Service Level E

Monument Planter
2800 North Orange-Olive Road (North/West corner at Lincoln Avenue)

Service Level E

END of Contract City Facilities and R.O.W Area Locations Listing (83 work sites)

CONTRACT AREA LOCATIONS AND SERVICE LEVELS INVENTORY

Water Division Facility (29) Sites

Water Division Yard – 189 South Water Street/Almond Weekly	Service Level A
• Shrubs, groundcovers and vines	(19,550 SF)
• Water Division sub-total	19,550 SF
Well 18 – 175 South Pixley St. - Bi Weekly	Service Level C
• Turf	(385 SF)
• Shrubs and vines	(358 SF)
• Well 18 sub-total	(1,343 SF)
Well 22 – 841 East Collins - Bi Weekly	Service Level B
• Turf	(2,200 SF)
• Shrubs and groundcover	(450 SF)
• Well 22 sub-total.....	(2,650 SF)
Well 26 – 218 City Blvd. West - Bi Weekly	Service Level B
• Turf	(265 SF)
• Shrubs and groundcover	(490 SF)
• Well 26 sub-total	755 SF
Well 20 – 104 South Anita Dr. – Monthly	Service Level D
• Shrubs – sub-total	550 SF
Reservoir 1 & 1A – 2441 North Villa Real Dr. – Monthly	Service Level D
• Shrubs and groundcover – sub-total	29,280 SF
Reservoir 2 – 2730 N Villa Real Dr. – Monthly	Service Level D
• Shrubs and groundcover – sub-total	14,990 SF
Reservoir 2A – 2444 E Vista Point Dr. – Monthly	Service Level D
• Shrubs and groundcover – sub-total	34,200 SF
Reservoir 8 – 7115 East La Cumbre Dr. – Monthly	Service Level D
• Shrubs and groundcover – sub-total	15,832 SF
Batavia Plant – 2443 North Batavia – Monthly	Service Level D
• Shrubs, groundcover and vines – sub-total	1,224 sq. ft.
Reservoir 4 – 5300 East Avenida Palmar – Monthly	Service Level D
• Shrubs and groundcover – sub- total	15,400 SF
Villa Real Booster Station – 2460 North Villa Real Dr – Monthly	Service Level D
• Shrubs and groundcover – sub-total	4,000 SF

Well 8 – 1715 West Struck Avenue – Monthly	Service Level D
• Shrubs and groundcover – sub-total	1,750 SF
Well 19 – 637 West Struck Ave. – Monthly	Service Level D
• Vine – sub-total	130 SF
Well 21 – 1930 North Shaffer St. – Monthly	Service Level D
• Shrubs – sub-total	2,800 SF
Reservoir 7 – 102 North Calle Alta – Monthly	Service Level D
• Groundcover – sub-total	3,770 SF
Reservoir 9 – 2803 Roxbury Street – Monthly	Service Level D
• Shrubs and groundcover – sub-total	2,342 SF
Reservoir 3 – 3306 Mandeville Place (Kings Gate) – Quarterly	Service Level E
• Bare grade – sub-total	9,865 SF
Reservoir 6 – Cannon off Carver (Edison Plant) – Quarterly	Service Level E
• Shrubs – sub-total	5,000 SF
Cannon Booster Station – 6104 East Carver Ln. – Monthly	Service Level D
• Shrubs, groundcover and vines – sub-total	840 SF
Well 9 – 1709 West Katella Avenue – Quarterly	Service Level E
• Vines and groundcover – sub-total	600 SF
Reservoir 10 – 2525 North Cannon St. (SCE Plant middle) – Quarterly	Service Level E
• Shrubs and groundcover – sub-total	4,500 SF
Reservoir 10A – 2586 North Skytop Ct. – Quarterly	Service Level E
• Shrubs and groundcover – sub-total	2,960 SF
Reservoir 9A and (1,430 Lft) road – Cannon (SCE lower) – Quarterly	Service Level E
• Shrubs and groundcover – sub-total	2,320 SF
Well 16 – 701 North Mallard Street – Semi-Annual	Service Level E
• Bare grade – sub-total	6,750 SF
Well 23 – 3142 East Walnut – Semi-Annual	Service Level E
• Shrubs/sparse grade – sub-total	1,870 SF
Reservoir 8A – 6121 East Cliffway Drive – Quarterly	Service Level D
• Undeveloped/bare grade – sub-total	42,780 SF

Orange Gateway Well Site – 3050 West Chapman Avenue – Monthly	Service Level D
• Shrubs and Ground Cover – sub-total.....	7,500 SF
Walnut and Virage Future Well Site – South/East Corner – Quarterly	Service Level D
• Trees and Base Grade – sub-total	5,880 SF
Well 28 – 225 W. Maple Ave – Weekly	Service Level B
• Trees and Shrubs	5,829 SF
- - - <i>END</i> of Contract City Facilities and R.O.W Area Locations Listing (30 work sites) - - -	

SUMMARY OF SERVICE LEVELS INVENTORY

As described in the previous section, landscape maintenance service level frequencies, there are six (6) frequency levels required to perform the minimum standard of landscape maintenance contract services of City Facilities, Right-of-way and the City of Orange Water Division Facility Sites. In the list above contract area locations and service levels inventory, all eighty-three (83) City Facilities and Right-of-way work sites and the City of Orange Water Division Facility sites listed above for inventory. To assist proposers with their respective development of a work-cost business program, with compliance to anticipated frequencies of landscape maintenance, as initially described within Section I. Introduction, the following summary is presented herein.

This summary of service levels inventory quantifies all eighty-three (83) and work sites into one of six (6) service levels. This summary is intended only to be a guide to the proposer, it is the proposer's responsibility to ascertain full compliance of minimum standard requirements with regards to all landscape maintenance service level frequencies and contract area locations, and work specifications herein, when developing and proposing a work-cost business program to the City.

Summary tabulations are as follows for City Facilities & R.O.W Areas:

Service Level A - Every Other Day - Landscape Maintenance	4 work sites
Service Level C - Biweekly Landscape Maintenance	29 work sites
Service Level D - Monthly Landscape Maintenance	8 work sites
Service Level E - Quarterly Landscape Maintenance	42 work sites
Total	83 work sites

Summary tabulations are as follows for the City of Orange Water Division Facility areas:

Service Level A Every Other Day - Landscape Maintenance	1 work site
Service Level B Weekly Landscape Maintenance	4 work sites
Service Level C Biweekly Landscape Maintenance	1 work site
Service Level D Monthly Landscape Maintenance	16 work sites
Service Level E Quarterly Landscape Maintenance	8 work sites
Total	30 work sites

CONTRACT AREA LANDSCAPE SQUARE FOOTAGE SUMMARY

1. CITY FACILITIES:

Turf	86,060 SF
Ground Cover/Shrubs.....	359,259 SF
Approximate Sub-Total Landscape Area.....	448,165 SF

2. RIGHT-OF-WAY:

Turf	7,380 SF
Ground Cover/Shrubs.....	345,345 SF
Approximate Sub-Total Landscape Area.....	352,725 SF

3. TOTAL CONTRACT AREA LANDSCAPE SQUARE FOOTAGE:

Turf	102,115 SF
Ground Cover/Shrubs.....	704,604 SF
APPROXIMATE TOTAL LANDSCAPE AREA.....	806,719 SF (18.52 acres)

NOTE: City Facilities and Right-of-way Contract Area landscape square footage for each site are estimates only. The Contractor shall be responsible for determining actual quantities and costs for providing landscape maintenance services to the City of Orange.

REQUEST FOR WORK-COST PROPOSAL SCHEDULE

Years 1-5: July 1, 2025, to June 30, 2030

SERVICE LEVEL A: Work-cost

Downtown

Annual cost for maintaining all, but not limited to the following, plant and turf care, weed control, pest control, irrigation system care, spot washing hard surfaces, walkway/parking lot/median/street hardscape care and trash collection & disposal, and maintenance of surface drainage facilities as existing in the field and identified as Service Level A daily landscape maintenance contract area locations for each of the corresponding contract years:.

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
1. Main Library	\$ 32,576.42	\$ 33,390.83	\$ 34,225.60	\$ 35,081.24	\$ 35,958.27
2. Plaza Quadrants	\$ 17,015.17	\$ 17,440.55	\$ 17,876.56	\$ 18,323.47	\$ 18,781.56
3. S Olive St. Parking Lots	\$ 4,400.00	\$ 4,510.00	\$ 4,622.75	\$ 4,738.32	\$ 4,856.78
4. Civic Center	\$ 43,214.50	\$ 44,294.86	\$ 45,402.23	\$ 46,537.29	\$ 47,700.33
Sub-Total Cost per year for locations 1-4:	\$ 97,206.09	\$ 99,636.24	\$ 102,127.14	\$ 104,680.32	\$ 107,297.33

SERVICE LEVEL A: Sub-Total Amounts

Provide the Sub-Total cost for Service Level A, and every other day landscape maintenance for locations, for each contract year below:

Sub-Total Costs for YEAR 1:

Sub-total cost per year for all Service Level A contract area locations:

Ninety-seven thousand two hundred six and 09/100 dollars (\$ 97,206.09)
Word Form

Sub-Total Costs for YEAR 2:

Sub-total cost per year for all Service Level A contract area locations:

Ninety-nine thousand six hundred thirty-six and 24/100 dollars (\$ 99,636.24)
Word Form

Sub-Total Costs for YEAR 3:

Sub-total cost per year for all Service Level A contract area locations:

One hundred two thousand one hundred twenty-seven and 14/100 dollars (\$ 102,127.14)
Word Form

Sub-Total Costs for YEAR 4:

Sub-total cost per year for all Service Level A Contract Area Locations:

One hundred four thousand six hundred eighty and 32/100 dollars (\$ 104,680.32)
Word Form

Sub-Total Costs for YEAR 5:

Sub-total cost per year for all Service Level A Contract Area Locations:

One hundred seven thousand two hundred ninety-seven and 33/100 dollars (\$ 107,297.33)

- - - *END* of Work-Cost Proposal Items for Service Level A (4 work sites; proposal items 1-4) - - -

SERVICE LEVEL C: Work-cost

City Facilities

Annual maintenance cost for maintaining all, but not limited to the following, planting and turf care, weed control, pest control, irrigation system care, walkway/parking lot/median/street hardscape care and trash collection & disposal, recreation trails & open space areas and surface drainage facilities as existing in the field and identified as Service Level-C biweekly landscape maintenance contract area locations for each of the corresponding contract years.

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
5. HQFS #1	\$9,716.79	\$9,959.71	\$10,208.70	\$10,463.92	\$10,725.52
6. OLD FS #1A	\$1,727.43	\$1,770.62	\$1,814.89	\$1,860.26	\$1,906.77
7. Fire Station #2	\$1,525.90	\$1,564.05	\$1,603.15	\$1,643.23	\$1,684.31
8. Fire Station #3	\$518.23	\$531.19	\$544.47	\$558.08	\$572.03
9. Fire Station #4	\$849.32	\$870.55	\$892.31	\$914.62	\$937.49
10. Fire Station #5	\$1,569.08	\$1,608.31	\$1,648.52	\$1,689.73	\$1,731.97
11. Fire Station #6	\$2,893.44	\$2,965.78	\$3,039.92	\$3,115.92	\$3,193.82
12. Fire Station #8	\$863.71	\$885.30	\$907.43	\$930.12	\$953.37
13. Taft Library	\$2,735.10	\$2,803.48	\$2,873.57	\$2,945.41	\$3,019.05
14. El Modena Library & Day Care	\$6,046.00	\$6,197.15	\$6,352.08	\$6,510.88	\$6,673.65
15. N. Lemon St. Parking Structure & Parking Lots	\$2,807.07	\$2,877.25	\$2,949.18	\$3,022.91	\$3,098.48
16. Royer Building	\$345.49	\$354.13	\$362.98	\$372.05	\$381.35
17. Corporation Yard	\$6,348.30	\$6,507.01	\$6,669.69	\$6,836.43	\$7,007.34
18. Community Services Building	\$388.67	\$398.39	\$408.35	\$418.56	\$429.02
19. Grand St. Apartments	\$259.11	\$265.59	\$272.23	\$279.04	\$286.02
20. Orange Senior Citizens Community Center	\$762.95	\$782.02	\$801.57	\$821.61	\$842.15
21. Police Facility	\$9,140.98	\$9,369.50	\$9,603.74	\$9,843.83	\$10,089.93
22. Orange Depot & Parking Lots + Platforms	\$3,296.51	\$3,378.92	\$3,463.39	\$3,549.97	\$3,638.72
23. Cannon Street Medians	\$4,779.22	\$4,898.70	\$5,021.17	\$5,146.70	\$5,275.37
24. City Dr., City Way & Manchester St. Medians	\$2,490.38	\$2,552.64	\$2,616.46	\$2,681.87	\$2,748.92
25. N. Prospect Medians	\$6,377.09	\$6,536.52	\$6,699.93	\$6,867.43	\$7,039.12
26. State College Blvd. Medians and Parkway	\$6,405.88	\$6,566.03	\$6,730.18	\$6,898.43	\$7,070.89

27. Esplanade Street Parkways	\$ 6,880.92	\$ 7,052.94	\$ 7,229.26	\$ 7,409.99	\$ 7,595.24
Sub-Total Cost per month for locations 5-26:	\$ 78,727.57	\$ 80,695.78	\$ 82,713.17	\$ 84,780.99	\$ 86,900.53

SERVICE LEVEL C: Sub-Total Amounts

Provide the Sub-Total cost for Service Level C, Weekly Landscape Maintenance for locations 1–23, for each contract year below:

Sub-Total Cost for YEAR 1:

Sub-total cost per year for all Service Level C Contract Area Locations:

Seventy-eight thousand seven hundred twenty-seven and 57/100 dollars (\$ 78,727.57)

Word Form

Sub-Total Cost for YEAR 2:

Sub-total cost per year for all Service Level C Contract Area Locations:

Eighty thousand six hundred ninety-five and 78/100 dollars (\$ 80,695.78)

Word Form

Sub-Total Cost for YEAR 3:

Sub-total cost per year for all Service Level C Contract Area Locations:

Eighty-two thousand seven hundred thirteen and 17/100 dollars (\$ 82,713.17)

Word Form

Sub-Total Cost for YEAR 4:

Sub-total cost per year for all Service Level C Contract Area Locations:

Eighty-four thousand seven hundred eight and 99/100 dollars (\$ 84,780.99)

Word Form

Sub-Total Cost for YEAR 5:

Sub-total cost per year for all Service Level C Contract Area Locations:

Eighty-six thousand nine hundred and 53/100 dollars (\$ 86,900.53)

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--- END of Work-Cost Proposal Items for service level C (22 work sites; proposal items 5-26) ---

SERVICE LEVEL C: Work-cost

Parking areas and ROW

Annual cost for maintaining all, but not limited to the following, planting and turf care, weed control, pest control, irrigation system care, walkway/parking lot/median/street hardscape care and trash collection & disposal, recreation trails & open space areas and surface drainage facilities as existing in the field and identified as Service Level C biweekly landscape maintenance contract area locations for each of the corresponding contract years.

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
28. Almond Ave. Parking Lot	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
29. Grand St. Parking Lots CS & FD lots	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
30. N. Olive St. Parking Lots (corner & large lot)	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
31. N. Orange St. Parking Lots (corner & large lot)	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
32. S. Orange St. Parking Lot	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
33. Los Timbres St. Parkway & Median	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
34. Riverdale Ave. Parkway	\$ 5,988.42	\$ 6,138.13	\$ 6,291.58	\$ 6,448.87	\$ 6,610.09
35. East & West La Veta Avenue Planters	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
36. Orange-Olive Road Planter	\$ 1,381.94	\$ 1,416.49	\$ 1,451.90	\$ 1,488.20	\$ 1,525.41
Sub-Total Cost per year for locations 27-35:	\$ 23,277.10	\$ 23,859.03	\$ 24,455.50	\$ 25,066.91	\$ 25,693.56

SERVICE LEVEL C: Sub-Total Amounts

Provide the Sub-Total cost for Service Level C, Biweekly Landscape Maintenance for locations for each contract year below:

Sub-Total Cost for YEAR 1:

Sub-total cost per year for all Service Level C Contract Area Locations:

Twenty three thousand two hundred seventy-seven and 10/100 dollars (\$ 23,277.10)
Word Form

Sub-Total Cost for YEAR 2:

Sub-total cost per year for all Service Level C Contract Area Locations:

Twenty-three thousand eight hundred fifty-nine and 03/100 dollars (\$ 23,859.03)
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Sub-Total Cost for YEAR 3:

Sub-total cost per year for all Service Level C Contract Area Locations:

Twenty-four thousand four hundred fifty-five and 50/100 dollars (\$ 24,455.50)
Word Form

Sub-Total Cost for YEAR 4:

Sub-total cost per year for all Service Level C Contract Area Locations:

Twenty-five thousand sixty-six and 91/100 dollars (\$ 25,066.91)
Word Form

Sub-Total Cost for YEAR 5:

Sub-total cost per year for all Service Level C Contract Area Locations:

Twenty-five thousand six hundred ninety-three and 56/100 dollars (\$ 25,693.56)

- - - *END* of Work-Cost Proposal Items for Service Level C (9 work sites; proposal items 27-35) - - -

SERVICE LEVEL D: Work-cost

City Medians, Parkways, Overcrossings

Annual cost for maintaining all, but not limited to the following, planting and turf care, weed control, pest control, irrigation system care, walkway/parking lot/median/street hardscape care and trash collection & disposal, recreation trails & open space areas and surface drainage facilities as existing in the field and identified as Service Level D monthly landscape maintenance contract area locations for each of the corresponding contract years.

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
37. S. Glassell St. Medians	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
38. Town & Country Rd. Medians	\$ 734.16	\$ 752.51	\$ 771.32	\$ 790.60	\$ 810.37
39. W. Chapman Ave. Median	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
40. W. Katella Ave. Medians	\$ 1,900.17	\$ 1,947.67	\$ 1,996.36	\$ 2,046.27	\$ 2,097.43
41. S. Tustin St. Median	\$ 892.50	\$ 914.81	\$ 937.68	\$ 961.12	\$ 985.15
42. E. Almond Ave. Median & Parkway	\$ 1,266.78	\$ 1,298.45	\$ 1,330.91	\$ 1,364.18	\$ 1,398.28
43. Meats Ave. & Marywood Dr. Median & Parkway	\$ 1,266.78	\$ 1,298.45	\$ 1,330.91	\$ 1,364.18	\$ 1,398.28
44. Canyon View Ave. Medians	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
45. E. Katella Ave. Medians	\$ 2,821.47	\$ 2,892.01	\$ 2,964.31	\$ 3,038.42	\$ 3,114.38
46. N. Glassell St. Medians	\$ 2,404.00	\$ 2,464.10	\$ 2,525.70	\$ 2,588.84	\$ 2,653.56
47. Nohl Ranch Rd. Median	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
48. Lexington Ave. Median & Trail	\$ 993.27	\$ 1,018.10	\$ 1,043.55	\$ 1,069.64	\$ 1,096.38
49. Santiago Canyon Rd. Medians	\$ 1,957.75	\$ 2,006.69	\$ 2,056.86	\$ 2,108.28	\$ 2,160.99
50. Main St. Median	\$ 417.46	\$ 427.90	\$ 438.60	\$ 449.57	\$ 460.81
51. Walnut Ave. Overcrossing	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
52. E. La Veta Ave. Overcrossing	\$ 2,447.19	\$ 2,508.37	\$ 2,571.08	\$ 2,635.36	\$ 2,701.24
53. Lewis St. Overcrossing	\$ 2,288.84	\$ 2,346.06	\$ 2,404.71	\$ 2,464.93	\$ 2,526.55
54. Meats Ave. Overcrossing	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62

55. Collins Ave. Overcrossing	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
56. E. Chapman Ave. Parkway	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
57. Jamestown Way Parkways & Median	\$ 647.79	\$ 663.98	\$ 680.58	\$ 697.59	\$ 715.03
58. S. Prospect St. Parkways	\$ 964.48	\$ 988.59	\$ 1,013.30	\$ 1,038.63	\$ 1,064.60
59. Rancho Santiago Blvd. Parkway	\$ 964.48	\$ 988.59	\$ 1,013.30	\$ 1,038.63	\$ 1,064.60
60. E. La Veta Ave. Parkway	\$ 1,669.85	\$ 1,711.60	\$ 1,754.39	\$ 1,798.25	\$ 1,843.21
61. Southern Ave. Parkway	\$ 388.67	\$ 398.39	\$ 408.35	\$ 418.56	\$ 429.02
62. Yorba St. Planters/Palmyra Ave. Parkway	\$ 1,295.57	\$ 1,327.96	\$ 1,361.16	\$ 1,395.19	\$ 1,430.07
63. Cannon St. at Bob White Way Planters	\$ 791.74	\$ 811.53	\$ 831.82	\$ 852.62	\$ 873.94
64. Santiago Canyon Rd. Planter	\$ 719.76	\$ 737.75	\$ 756.19	\$ 775.09	\$ 794.47
65. Cannon St. at Santiago Cyn. Rd. Planter/Bioswale	\$ 1,367.55	\$ 1,401.74	\$ 1,436.78	\$ 1,472.70	\$ 1,509.52
66. Serrano Ave. at Cannon St. Planter	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
67. Richland ave. Planters & Medians	\$ 1,223.60	\$ 1,254.19	\$ 1,285.54	\$ 1,317.68	\$ 1,350.62
Sub-Total Cost per year for locations 36-67 (each year):	\$ 41,659.85	\$ 42,701.33	\$ 43,768.80	\$ 44,863.13	\$ 45,984.70

SERVICE LEVEL D: Sub-Total Amounts

Provide the Sub-Total cost for Service Level D, monthly landscape maintenance for locations 36–67, for each contract year below:

Sub-Total Cost for YEAR 1:

Sub-total cost per year for all Service Level D Contract Area Locations 36-67:

Forty-one thousand six hundred fifty-nine and 85/100 dollars (\$ 41,659.85)

Word Form

Sub-Total Cost for YEAR 2:

Sub-total cost per year for all Service Level D Contract Area Locations 36-67:

Forty-two thousand seven hundred one and 33/100 dollars (\$ 42,701.33)

Word Form

Sub-Total Cost for YEAR 3:

Sub-total cost per year for all Service Level D Contract Area Locations 36-67:

Forty-three thousand seven hundred sixty-eight and 80/100 dollars (\$ 43,768.80)

Word Form

Sub-Total Cost for YEAR 4:

Sub-total cost per year for all Service Level D Contract Area Locations 36-67:

Forty-four thousand eight hundred sixty-three and 13/100 dollars (\$ 44,863.13)

Sub-Total Cost for YEAR 5:

Sub-total cost per year for all Service Level D Contract Area Locations 36-67:

Forty-five thousand nine hundred eighty-four and 70/100 dollars (\$ 45,984.70)

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- - - *END* of Work-Cost Proposal items for Service Level D (32 work sites; proposal items 36-67) - -

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SERVICE LEVEL E: Work-cost

Annual cost for maintaining all, but not limited to the following, planting and turf care, weed control, pest control, irrigation system care, walkway, parking lot, median, street hardscape care and trash collection & disposal, recreation trails & open space areas and surface drainage facilities as existing in the field and identified as Service Level E quarterly landscape maintenance contract area locations for each of the corresponding contract years.

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
68. Oak Street Medians	\$ 2,667.73	\$ 2,734.42	\$ 2,802.78	\$ 2,872.85	\$ 2,944.67
69. Batavia Street Medians	\$ 2,677.69	\$ 2,744.63	\$ 2,813.25	\$ 2,883.58	\$ 2,955.67
70. W. La Veta Ave. Overcrossing	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
71. Highland St. Parkway	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
72. Hewes St. at Jordan Ave. Parkway	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
73. East Katella Ave. at Handy St. Parkway	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
74. Santiago Cyn. Rd. at Newport Blvd. Parkway	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
75. Villa Real Dr. Parkway	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
76. Ashwood St. Parkway	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
77. W. Cannon St. Parkway & Trail	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
78. W. Chapman Ave. Planter	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
79. Trenton Ave. Planters	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
80. Greengrove St. Planters	\$2,677.51	\$2,744.45	\$2,813.06	\$2,813.06	\$2,813.06
81. N. Glassell St. at Taft Ave. Planter	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
82. E. Lincoln Ave. Planter	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
83. N. Orange/Olive Rd. Monument Planter	\$ 2,677.51	\$ 2,744.45	\$ 2,813.06	\$ 2,813.06	\$ 2,813.06
Sub-Total Cost per for locations 68-83(quarterly service):	\$ 42,830.56	\$ 43,901.35	\$ 44,998.87	\$ 46,123.89	\$ 47,276.92

SERVICE LEVEL E: Sub-Total Amounts

Provide the Sub-Total cost for Service Level E, landscape maintenance for locations 68–83, for each contract year below:

Sub-Total Cost for YEAR 1:

Sub-total cost per year for all Service Level E Contract Area Locations 68-83:

Forty-two thousand eight hundred thirty and 56/100 dollars (\$ 42,830.56)

Word Form

Sub-Total Cost for YEAR 2:

Sub-total cost per year for all Service Level E Contract Area Locations 68-83:

Forty-three thousand nine hundred one and 35/100 dollars (\$ 43,901.35)

Word Form

Sub-Total Cost for YEAR 3:

Sub-total cost per year for all Service Level E Contract Area Locations 68-83:

Forty-four thousand nine hundred ninety-eight and 87/100 dollars (\$ 44,998.87)

Word Form

Sub-Total Cost for YEAR 4:

Sub-total cost per year for all Service Level E Contract Area Locations 68-83:

Forty-six thousand one hundred twenty-three and 89/100 dollars (\$ 46,123.89)

Sub-Total Cost for YEAR 5:

Sub-total cost per year for all Service Level E Contract Area Locations 68-83:

Forty-seven thousand two hundred seventy-six and 92/100 dollars (\$ 47,276.92)

Word Form

END of Work-Cost Proposal Items for Service Level E (16 work sites; proposal items 68-83)

CITY FACILITIES AND RIGHT-OF-WAY GRAND TOTAL

WORK-COST PROPOSAL CONTRACT AMOUNTS

Provide grand total cost for five (5) years as presented in previous section.

GRAND TOTAL OF REQUEST FOR WORK-COST PROPOSAL
CONTRACT AMOUNTS:

One million four hundred ninety-one thousand two hundred twenty-six and 66/100 dollars 1,491,226.66
(\$_____)

Word Form

WATER DIVISION FACILITIES:

Contract Area Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
1. Water Division Yard. SL-B	\$ 6,643.56	\$ 6,809.64	\$ 6,979.92	\$ 7,154.40	\$ 7,333.32
2. Well 18. SL-C	\$ 1,326.00	\$ 1,359.12	\$ 1,393.08	\$ 1,427.88	\$ 1,463.52
3. Well 22. SL-B	\$ 7,293.24	\$ 7,475.52	\$ 7,662.36	\$ 7,853.88	\$ 8,050.20
4. Well 26. SL-B	\$ 1,657.56	\$ 1,698.96	\$ 1,741.44	\$ 1,785.00	\$ 1,829.64
5. Well 20. SL-B	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
6. Reservoir 1 & 1A SL-D	\$ 5,635.68	\$ 5,776.56	\$ 5,920.92	\$ 6,069.00	\$ 6,220.68
7. Reservoir 2. SL-D	\$ 2,983.56	\$ 3,058.20	\$ 3,134.64	\$ 3,213.00	\$ 3,293.28
8. Reservoir 2A. SL-D	\$ 6,298.68	\$ 6,456.12	\$ 6,617.52	\$ 6,783.00	\$ 6,952.56
9. Reservoir 8. SL-D	\$ 3,315.12	\$ 3,398.04	\$ 3,483.00	\$ 3,570.12	\$ 3,659.40
10. Reservoir 4. SL-D	\$ 3,315.12	\$ 3,398.04	\$ 3,483.00	\$ 3,570.12	\$ 3,659.40
11. Batavia Plant. SL-D	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
12. Villa Real Booster Station. SL-D	\$ 1,326.00	\$ 1,359.12	\$ 1,393.08	\$ 1,427.88	\$ 1,463.52
13. Well 8. SL-D	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
14. Well 19. SL-D	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
15. Well 21. SL-D	\$ 663.00	\$ 679.56	\$ 696.60	\$ 714.00	\$ 731.88
16. Reservoir 7. SL-D	\$ 1,326.00	\$ 1,359.12	\$ 1,393.08	\$ 1,427.88	\$ 1,463.52
17. Reservoir 9. SL-D	\$ 2,320.56	\$ 2,378.52	\$ 2,438.04	\$ 2,499.00	\$ 2,561.52
18. Reservoir 3. SL-E	\$ 1,989.00	\$ 2,038.68	\$ 2,089.68	\$ 2,141.88	\$ 2,195.40
19. Reservoir 6. SL-E	\$ 994.56	\$ 1,019.40	\$ 1,044.84	\$ 1,071.00	\$ 1,097.76
20. Cannon Booster Station. SL-D	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
21. Well 9. SL-E	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
22. Reservoir 10. SL-E	\$ 1,326.00	\$ 1,359.12	\$ 1,393.08	\$ 1,427.88	\$ 1,463.52
23. Reservoir 10A. SL-E	\$ 2,320.56	\$ 2,378.52	\$ 2,438.04	\$ 2,499.00	\$ 2,561.52

24. Reservoir 9A + (1,480 Lft) of roadside clearance. SL-E	\$ 663.00	\$ 679.56	\$ 696.60	\$ 714.00	\$ 731.88
25. Well 16. SL-E	\$ 1,326.00	\$ 1,359.12	\$ 1,393.08	\$ 1,427.88	\$ 1,463.52
26. Well 23. SL-E	\$ 331.56	\$ 339.84	\$ 348.36	\$ 357.12	\$ 366.00
27. Reservoir 8A. SL-D	\$ 7,293.24	\$ 7,475.52	\$ 7,662.36	\$ 7,853.88	\$ 8,050.20
28. Orange Gateway Future Well Site. SL-D	\$ 1,989.00	\$ 2,038.68	\$ 2,089.68	\$ 2,141.88	\$ 2,195.40
29. Walnut and Virage Future Well Site. SL-D	\$ 3,321.84	\$ 3,404.88	\$ 3,489.96	\$ 3,577.20	\$ 3,666.60
30. Well 28. SL-B	\$ 4,473.48	\$ 4,585.32	\$ 4,699.92	\$ 4,817.40	\$ 4,937.88
Sub-Total Cost per month for locations:	\$ 72,121.68	\$ 73,924.20	\$ 75,772.44	\$ 77,667.00	\$ 79,608.12

Provide the Sub-Total cost for Service Level B, weekly landscape maintenance for locations, for each contract year below:

Sub-Total Costs for YEAR 1:

Sub-total cost per year for all Service Level B Contract Area Locations:

Thirteen thousand four hundred twenty-four 28/100 dollars	13,424.28
	(\$ _____)
Word Form	

Sub-Total Costs for YEAR 2:

Sub-total cost per year for all Service Level B Contract Area Locations:

Thirteen thousand seven hundred fifty-nine and 80/100 dollars	13,759.80
	(\$ _____)
Word Form	

Sub-Total Costs for YEAR 3:

Sub-total cost per year for all Service Level B Contract Area Locations:

Fourteen thousand one hundred three and 72/100 dollars	14,103.72
	(\$ _____)
Word Form	

Sub-Total Costs for YEAR 4:

Sub-total cost per year for all Service Level B Contract Area Locations:

Fourteen thousand four hundred fifty-six and 28/100 dollars	14,456.28
	(\$ _____)
Word Form	

Sub-Total Costs for YEAR 5:

Sub-total cost per year for all Service Level B Contract Area Locations:

Fourteen thousand eight hundred seventeen and 72/100 dollars	14,817.72
	(\$ _____)
Word Form	

- - - *END* of Work-Cost Proposal Items for SL-B - - -

Provide the Sub-Total cost for Service Level C, biweekly landscape maintenance for locations, for each contract year below:

Sub-Total Costs for YEAR 1:

Sub-total cost per year for all Service Level C Contract Area Locations:

One thousand three hundred twenty-six dollars (\$ 1,326.00)
Word Form

Sub-Total Costs for YEAR 2:

Sub-total cost per year for all Service Level C Contract Area Locations:

One thousand three hundred fifty-nine fifty-nine and 12/100 dollars (\$ 1,359.12)
Word Form

Sub-Total Costs for YEAR 3:

Sub-total cost per year for all Service Level C Contract Area Locations:

One thousand three hundred ninety-three and 08/100 dollars (\$ 1,393.08)
Word Form

Sub-Total Costs for YEAR 4:

Sub-total cost per year for all Service Level C Contract Area Locations:

One thousand four hundred twenty-seven and 88/100 dollars (\$ 1,427.88)
Word Form

Sub-Total Costs for YEAR 5:

Sub-total cost per year for all Service Level C Contract Area Locations:

One thousand four hundred sixty-three and 52/100 dollars (\$ 1,463.52)
Word Form

- - - *END* of Work-Cost Proposal Items for SL-C - - -

Provide the Sub-Total cost for Service Level D, monthly landscape maintenance for locations, for each contract year below:

Sub-Total Costs for YEAR 1:

Sub-total cost per year for all Service Level D Contract Area Locations:

Forty-one thousand four hundred forty-five and 60/100 dollars (\$ 41,445.60)
Word Form

Sub-Total Costs for YEAR 2:

Sub-total cost per year for all Service Level D Contract Area Locations:

Forty-two thousand four hundred eighty-one and 56/100 dollars (\$ 42,481.56)
Word Form

Sub-Total Costs for YEAR 3:

Sub-total cost per year for all Service Level D Contract Area Locations:

Forty-three thousand five hundred forty-three and 68/100 dollars (\$ 43,543.68)
Word Form

Sub-Total Costs for YEAR 4:

Sub-total cost per year for all Service Level D Contract Area Locations:

Forty-four thousand six hundred thirty-two and 56/100 dollars (\$ 44,632.56)
Word Form

Sub-Total Costs for YEAR 5:

Sub-total cost per year for all Service Level D Contract Area Locations:

Forty-five thousand seven hundred forty-seven and 96/100 dollars (\$ 45,747.96)
Word Form

--- END of Work-Cost Proposal Items for SL-D ---

Provide the Sub-Total cost for Service Level E, quarterly landscape maintenance for locations, for each contract year below:

Sub-Total Costs for YEAR 1:

Sub-total cost per year for all Service Level E Contract Area Locations:

Nine thousand two hundred eighty-two and 24/100 dollars (\$ 9,282.24)

Word Form

Sub-Total Costs for YEAR 2:

Sub-total cost per year for all Service Level E Contract Area Locations:

Nine thousand five hundred fourteen and 08/100 dollars (\$ 9,514.08)

Word Form

Sub-Total Costs for YEAR 3:

Sub-total cost per year for all Service Level E Contract Area Locations:

Nine thousand seven hundred fifty-two and 04/100 dollars (\$ 9,752.04)

Word Form

Sub-Total Costs for YEAR 4:

Sub-total cost per year for all Service Level E Contract Area Locations:

Nine thousand nine hundred ninety-five and 88/100 dollars (\$ 9,995.88)

Word Form

Sub-Total Costs for YEAR 5:

Sub-total cost per year for all Service Level E Contract Area Locations:

Ten thousand two hundred forty-five and 60/100 dollars (\$ 10,245.60)

Word Form

- - - *END* of Work-Cost Proposal Items for SL-E - - -

UNIT PRICES - INFORMATION

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	Year 5
Supervisor	\$85.00	\$87.13	\$89.31	\$91.54	\$93.83
Maintenance Foreman	\$68.00	\$69.70	\$71.44	\$73.23	\$75.06
Maintenance Laborer	\$42.00	\$43.05	\$44.13	\$45.23	\$46.36

Specialty Personnel	Year 1	Year 2	Year 3	Year 4	Year 5
Irrigation Technician	\$72.00	\$73.80	\$75.65	\$77.54	\$79.48
Pest Control Operator	\$72.00	\$73.80	\$75.65	\$77.54	\$79.48
Landscape Construction Laborer	\$122.83	\$125.90	\$129.05	\$132.28	\$135.59

B. Plant Material Maintenance

	Year 1	Year 2	Year 3	Year 4	Year 5
Turf (price per s/f)	\$0.016	\$0.0164	\$0.0168	\$0.0172	\$0.0176
Shrubs and Ground Cover (price per s/f)	\$0.012	\$0.0123	\$0.0126	\$0.0129	\$0.0132

C. Maintenance Tasks: (including all labor and equipment for task implementation and disposal)

TURF	Year 1	Year 2	Year 3	Year 4	Year 5
Mowing (price per s/f)	\$0.012	\$0.0123	\$0.0126	\$0.0129	\$0.0132
Edge and Trim (price per l/f)	\$1.95	\$1.99	\$2.03	\$2.08	\$2.13
Fertilization (price per s/f)	\$0.03	\$0.0307	\$0.0314	\$0.0321	\$0.0329
Aerification (price per s/f)	\$0.006	\$0.0061	\$0.0062	\$0.0063	\$0.0064
Dethatching (price per s/f)	\$0.004	\$0.0041	\$0.0042	\$0.0043	\$0.0044
Winter Perennial Overseeding (Seed & Top-dress Complete) (price per s/f)	\$0.10	\$0.102	\$0.104	\$0.106	\$0.108

GROUND COVER, SHRUBS, AND TREES	Year 1	Year 2	Year 3	Year 4	Year 5
Edge and Trim (price per l/f)	\$2.75	\$2.81	\$2.88	\$2.95	\$3.02
Weeding (price per s/f)	\$0.07	\$0.071	\$0.072	\$0.073	\$0.074
Fertilization (price per s/f)	\$0.03	\$0.0307	\$0.0314	\$0.0321	\$0.0329
Vertical Mulch Tree Fertilization	\$95.00	\$97.37	\$99.80	\$102.29	\$104.84

(each)					
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GROUND COVER, SHRUBS, AND TREES (continued)	Year 1	Year 2	Year 3	Year 4	Year 5
Shrub Pruning (each)	\$42.00	\$43.05	\$44.12	\$45.22	\$46.35
Tree Pruning (To A Height of 15 ft. Above Finish Grade) (each)	\$95.00	\$97.37	\$99.80	\$102.20	\$104.84
Tree Staking	\$61.92	\$63.46	\$65.04	\$66.66	\$68.32
Tree Guying	\$181.60	\$186.14	\$190.79	\$195.55	\$200.43
Vine Care	\$43.00	\$44.07	\$45.17	\$46.29	\$47.44
Weed Abatement Removal (price per s/f)	\$0.018	\$0.0184	\$0.0188	\$0.0192	\$0.0196

IRRIGATION (including all fittings and equipment for removal and replacement)	Year 1	Year 2	Year 3	Year 4	Year 5
½" Sch PVC Pipe (price per l/f)	\$1.01	\$1.03	\$1.05	\$1.07	\$1.09
¾" Sch PVC Pipe (price per l/f)	\$1.36	\$1.39	\$1.42	\$1.45	\$1.48
1" Sch PVC Pipe (price per l/f)	\$2.02	\$2.07	\$2.12	\$2.17	\$2.22
1.5" Sch PVC Pipe (price per l/f)	\$3.12	\$3.19	\$3.26	\$3.34	\$3.42
2" Sch PVS Pipe (price per l/f)	\$4.31	\$4.41	\$4.52	\$4.63	\$4.74
Main Line Repair (T&M) (per hour)	\$72.00	\$73.80	\$75.64	\$77.53	\$79.46
Rainbird 1806 Shrub/Turf Pop-up Head Or equivalent (each)	\$40.33	\$41.33	\$42.36	\$43.41	\$44.49
Rainbird 1812 Shrub Pop- up Head or equivalent (each)	\$54.79	\$56.15	\$57.55	\$58.98	\$60.45
Rainbird PA-85 PRS Shrub Standard Head (each)	\$24.66	\$25.27	\$25.90	\$26.54	\$27.20
Rainbird 5000 Series Rotor (each)	\$78.86	\$80.83	\$82.85	\$84.92	\$87.04
Hunter PGP Series Rotor (each)	\$65.43	\$67.06	\$68.73	\$70.44	\$72.20
Hunter MP Rotator (each)	\$14.12	\$14.47	\$14.83	\$15.20	\$15.58

Febco Reduced Pressure Device Model 825Y for 2" and Smaller (each)	\$ 3,338.40	\$ 3,421.86	\$ 3,507.40	\$ 3,595.08	\$ 3,684.95
Rainbird Brass EFB-CP Series Remote Control Valve 1" (each)	\$ 369.33	\$ 378.56	\$ 388.02	\$ 397.72	\$ 407.66
Rainbird Brass EFB-CP Series Remote Control Valve 1 1/4" (each)	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Rainbird Brass EFB-CP Series Remote Control Valve 1 1/2" (each)	\$ 614.60	\$ 629.96	\$ 645.70	\$ 661.84	\$ 678.38
Rainbird 33 DLRC Quick Coupling Valve (each)	\$ 185.05	\$ 189.67	\$ 194.41	\$ 199.27	\$ 204.25
Rainbird 44 DLRC Quick Coupling Valve (each)	\$ 262.44	\$ 269.00	\$ 275.72	\$ 282.61	\$ 289.67
Valcon ADV-XS Anti-Drain Valve (or approved equivalent) (each)	\$ 57.00	\$ 58.42	\$ 59.88	\$ 61.37	\$ 62.90

IRRIGATION (including all fittings and equipment for removal and replacement) Material Cost Only	Year 1	Year 2	Year 3	Year 4	Year 5
1/2" Sch PVC Pipe (price per LF)	\$ 0.85	\$ 0.871	\$ 1.03	\$ 1.06	\$ 1.09
3/4" Sch PVC Pipe (price per LF)	\$ 1.02	\$ 1.04	\$ 1.06	\$ 1.08	\$ 1.10
1" Sch PVC Pipe (price per LF)	\$ 1.51	\$ 1.54	\$ 1.57	\$ 1.60	\$ 1.64
1.5" Sch PVC Pipe (price per LF)	\$ 2.34	\$ 2.39	\$ 2.44	\$ 2.50	\$ 2.56
2" Sch PVC Pipe (price per LF)	\$ 3.23	\$ 3.31	\$ 3.39	\$ 3.47	\$ 3.55
Main Line Repair (T&M) (per hour)	\$ 72.00	\$ 73.80	\$ 75.64	\$ 77.53	\$ 79.46
Rainbird 1806 Shrub/Turf Pop-up Head (each) Or Equal product	\$ 22.33	\$ 22.88	\$ 23.45	\$ 24.03	\$ 24.63
Rainbird 1812 Shrub Pop-up Head (each) Or Equal product	\$ 30.79	\$ 31.55	\$ 32.33	\$ 33.13	\$ 33.95

Rainbird PA-85 PRS Shrub Standard Head (each)	\$ 6.67	\$ 6.83	\$ 7.00	\$ 7.17	\$ 7.34
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PESTICIDE	Year 1	Year 2	Year 3	Year 4	Year 5
Systemic Herbicide Application (per SF)	\$ 0.017	\$ 0.0174	\$ 0.0178	\$ 0.0182	\$ 0.0186
Insecticide Application (per SF)	\$ 0.016	\$ 0.0164	\$ 0.0168	\$ 0.0172	\$ 0.0176
Disease/Fungicide Application (per SF)	\$ 0.018	\$ 0.0184	\$ 0.0188	\$ 0.0192	\$ 0.0196
Snail and Slug Control (per SF)	\$ 0.017	\$ 0.0174	\$ 0.0178	\$ 0.0182	\$ 0.0186
Rodent Control (each)	\$ 19.00	\$ 19.47	\$ 19.95	\$ 20.44	\$ 20.95
Soil Injections (each)	\$ 95.00	\$ 97.37	\$ 99.80	\$ 102.29	\$ 104.84

CLEAN UP	Year 1	Year 2	Year 3	Year 4	Year 5
Trash Removal (per hour)	\$ 45.00	\$ 46.12	\$ 47.27	\$ 48.45	\$ 49.66
Blowing/Vacuum (per SF)	\$ 0.0075	\$ 0.0076	\$ 0.0077	\$ 0.0078	\$ 0.0079
Blowing/Vacuum (per hour)	\$ 48.00	\$ 49.20	\$ 50.43	\$ 51.69	\$ 52.98

D. Material and Installation: (including all material, labor, and equipment for removal, replacement and disposal)

	Year 1	Year 2	Year 3	Year 4	Year 5
24" box trees (each)	\$ 425.00	\$ 435.63	\$ 446.52	\$ 457.68	\$ 469.12
15 gallon trees (each)	\$ 175.00	\$ 179.38	\$ 183.86	\$ 188.45	\$ 193.16
5 gallon trees (each)	\$ 63.00	\$ 64.58	\$ 66.19	\$ 67.84	\$ 69.53
1 gallon trees(each)	\$ 28.00	\$ 28.70	\$ 29.41	\$ 30.14	\$ 30.89
5 gallon shrubs (each)	\$ 48.00	\$ 49.20	\$ 50.43	\$ 51.69	\$ 52.98
1 gallon shrubs (each)	\$ 18.00	\$ 18.45	\$ 18.91	\$ 19.38	\$ 19.86
Turf sod (cool season) (per SF)	\$ 3.95	\$ 4.04	\$ 4.14	\$ 4.24	\$ 4.34
Turf sod (warm season) (per SF)	\$ 4.15	\$ 4.25	\$ 4.35	\$ 4.45	\$ 4.56
Turf Seed & Top Dressing Complete (per SF)	\$ 3.05	\$ 3.13	\$ 3.20	\$ 3.28	\$ 3.36

Ground Cover (per flat)	\$ 45.00	\$ 46.13	\$ 47.28	\$ 48.46	\$ 49.67
Annual Cover (4" pot) (per flat)	\$ 45.00	\$ 46.13	\$ 47.28	\$ 48.46	\$ 49.67
Concrete Mow Strip (per LF)	\$ 38.00	\$ 38.95	\$ 39.92	\$ 40.92	\$ 41.94
Equestrian lodge pole fencing post (includes concrete footing)	\$ 159.81	\$ 163.81	\$ 167.91	\$ 172.11	\$ 176.41
Equestrian lodge pole fencing rail	\$ 97.83	\$ 100.28	\$ 102.79	\$ 105.36	\$ 107.99
Dog Dropping bags (Scented box)	\$ 133.65	\$ 136.99	\$ 140.41	\$ 143.92	\$ 147.52
Trash Bags (55-gallon size)	\$ 101.09	\$ 103.62	\$ 106.21	\$ 108.87	\$ 111.59

E. Hardscape Area Weed Eradication Locations

Right-of-Way (ROW), Curbing, gutters, Medians, and Sidewalks weed Abatement:

Provide pricing for an "As Needed" or "Called Upon" base for the application of herbicides for the control of weed growth in the areas mentioned above.

The price will be for pre- and post-emergent herbicides, up to One Thousand square feet (1,000 sq ft), and areas greater than One Thousand square feet (>1000 sq ft). No Indicator dyes will be allowed.

	Year 1	Year 2	Year 3	Year 4	Year 5
Under 1,000 Sf	\$ 0.15	\$ 0.154	\$ 0.158	\$ 0.162	\$ 0.166
Greater than 1,000 Sf	\$ 0.13	\$ 0.133	\$ 0.136	\$ 0.139	\$ 0.143

GENERAL REQUIREMENTS

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

G- 1 TERMS AND DEFINITIONS:

- Agency: The City of Orange, California, also herein called "City".
- Contract Area: City Facilities, Public Buildings, and Rights of Way.
- City's Representative: Designated person(s) as authorized representative(s) or the contract administrating officer(s) of the City of Orange.
- 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.
- 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 within this bid package are approximately only 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 at all work sites (excluding the Plaza Quadrants) 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.

Plaza Quadrants: Normal working hours at the Plaza Quadrants shall be between the hours of 7:00 a.m. and 4:00 p.m., daily (including Saturday, Sunday and Holidays).

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 and/or cellular phone. 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:

Supervisor	5 years
Foreman	5 years
Irrigation Technician	5 years

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 English and to 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 the completion 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 OR 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 report any graffiti observed in the contract area to the City by calling, (714)744-7279, 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. This will be reviewed and changes made by the contractor on a quarterly bases. Changes will be forwarded to the City Representative and Public Works Department immediately upon ANY changes. 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 scheduled 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. Submission of invoices in a timely manner is imperative. Invoices should be submitted to the city within 30 days of completion of work.

- This invoice shall be in accordance with the contract price and shall become the basis for payment.
- This invoice shall be subject to review and approval by the City's Representative.
- All submitted invoices shall be paid within 30 days of approval by the City.
- Any charges in the invoice not approved by the City's Representative shall not be paid by the City.

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 ensure 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. 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. The City may, in addition, withhold from monies due to the Contractor the sum of four Hundred Dollars (\$400.00) per day for each and every calendar days delay in finishing the work within the time specified.

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:

- Work required by the specifications that is defective, incomplete or not performed.
- Claims against the City that are filed.
- Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
- A reasonable doubt that the Contractor will not complete it's required performance for the remaining balance of the term of the contract.

- 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 ADDITIONAL PENALTIES:

The City may impose additional monetary penalties in the amount of \$300.00 per day for each instance of Non-Performance as defined herein.

G-17 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.

- 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.
- 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.
- The Contractor shall stake, and re-tie trees as required.
- The Contractor shall remove all branches and debris resulting from inclement weather as directed by the City.
- Drains and V ditches shall be checked and cleaned as necessary.
- The Contractor WILL BE required to perform clean-up tasks as requested by the City throughout the contracted areas during normal business hours and during the inclement weather events.
- The Contractor maybe called upon to assist the City after hours with emergency cleanup, including weekends.

G-18 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:

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

General landscape and facility repairs shall be completed within three (3) days per the following guidelines:

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

- 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.
- 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.

Damage to trees shall be repaired in the following manner:

- Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Certified International Society Arborist.
- 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.
- Hardscape facilities damaged shall be repaired with materials approved by the City.
- 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.
- All landscape repairs shall 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- 19 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, DIG ALERT 811 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-20 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-21 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 the type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

The Contractor shall comply with all applicable City Municipal Codes and California State Laws and Regulations as they relate to the use battery and electric operated power equipment for landscape maintenance within the City boundaries.

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 therefore.

G-22 LOCKS AND KEYS:

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

- Not duplicate any coded City key furnished by the City for access and operation of the controller.
- 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.
- Protect the security of City property by keeping controller cabinets and enclosure doors locked at all times.
- Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by the City.

G-23 STORAGE FACILITIES:

The City of Orange will not provide any storage facilities for the Contractor. The Contractor shall not leave behind any tools, equipment, and/or maintenance products over-night at any contract area location; nor shall any tools, equipment, and/or maintenance products be left unattended at any contract area location at any time. Contractor shall be responsible for storage and mobilization of

any, and all, tools, equipment and/or landscape products required, utilized, or handled from Contractor's office/yard location to any contract area location on a daily basis.

G-24 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-25 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-26 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-27 ADDITIONAL CONTRACT AREAS:

The 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-28 NO SMOKING:

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

MAINTENANCE SPECIFICATIONS

SCOPE

Notwithstanding the requirements of these specifications, it is the intent of this document to ensure that the landscape, plant life, 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 high 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 the 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:

QUALITY OF WORK AND MATERIAL

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's Representative. All materials used shall be approved in advance by the City's 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 costs 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 them available to the Contractor or to provide a local vendor where the Contractor makes appropriate purchases directly to a city purchase order.
- All invoices to the City 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.

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:

- 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 on the Contract Area. Copies of these reports must also be submitted to the City of Orange.
- The soil test 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.
- 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:

- All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.
- The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- 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.
- Contractor personnel are not to take any direction from individual homeowners or members of the community unless the request is of an emergency nature. The contractor's personnel shall inform the individual to contact the City's Representative.
- 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:

- 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.
- The Contractor shall apply Storm Water 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.

- Reporting Safety Hazards, Damage or Malfunction: It shall be the Contractor's responsibility to inspect all Contract Areas daily 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 regulations, 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>.

GENERAL REQUIREMENTS:

The application of pesticides and other materials used in the Contract Area shall be recorded and submitted monthly to the County Agricultural Commissioner's Office and City. The contractor shall be responsible for accurately maintaining all pesticide application records.

- There shall be no application of pesticide without approval by the City.
- Application of all pesticides shall be only by or under the direct supervision of a properly State Licensed Pest Control Applicator (Qualified Applicator License - Q.A.L.).
- The Contractor shall submit to the City of Orange an 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.
- The Contractor shall submit to the City of Orange copies of current PCA, QAL and Orange County PCA recommendations upon annual renewal(s) in January of each year.
- Non-restricted pesticides shall be used whenever possible to perform pest control in landscape areas.
- The City of Orange does NOT allow the use of RESTRICTED pesticides and/or chemicals to be used for the control of Pest and Diseases on any city properties.

A written recommendation shall contain all specified information required for the application of pesticides. The Contractor shall pay for and obtain all recommendations.

APPLICATION OF PESTICIDES:

- 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. Applicators 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.
- Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods must be used to 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.
- 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.
- 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.
- Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
- 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.

M-7 WEED CONTROL:

The Contractor shall be responsible for providing a continuous weeding program for all Contract Areas. Weeds shall be inspected for and removed (A – Weekly, B - Monthly & C – Quarterly) or more often as necessary, 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 require weed control.

- Turf: The use of any chemicals for weed control shall be done by a State Licensed Pest Control Applicator (Qualified Applicator License – Q.A.L.) who shall follow all guidelines governing his license.

- A continual weed program shall be adopted for control of broadleaf and noxious weeds.
- All herbicides shall be applied in accordance with Laws and Regulations of the Local, State and Federal agencies.
- During the months of March and September (cool season grasses only) a broadleaf weed/annual pre-emergent shall be applied to all turf areas.
- Use extreme caution when using selective weed killers not to damage other plants.
- City approval must be obtained prior to applying any herbicide and all spraying shall be done at a time when there is no wind. 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 (A - Weekly, B - Monthly & C - Quarterly) program. Noxious weeds shall not be permitted to grow within the areas assigned as part of this contract and shall be completely removed as necessary and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any landscape area maintained by Contractor and shall be removed as required. Contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas during the month of February.
- Ground Cover: All ground covers shall be inspected weekly for weed growth. Weeds may be controlled using an integrated approach with a combination of techniques including preventative, cultural, mechanical and chemical control. Weeds shall be removed completely, on a regular basis, weekly or more often as necessary. Weeds shall not be allowed to remain growing for longer than one (1) week without complete removal to include roots, rhizomes and stolons. Bermuda grass or other noxious weeds shall not be allowed to become established in any ground cover area. Cultivating 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.
- Trees: All trees in ground cover and turf areas shall have open soil maintained immediately around the base of the trunk. Contractor is to avoid frequent soil cultivation which destroys shallow roots. Tree wells shall be free of weeds at all times.
- Shrubs: Weeds shall be inspected and removed weekly or more often as necessary from beds regularly using an integrated approach with a combination of techniques including preventative, cultural, mechanical and chemical. Bermuda grass and other noxious weeds shall not be allowed to become established. Weeds may be controlled with pre-emergent and/or post emergent herbicides.
- Walkways, Parking Lots and Median Island Hardscape: Weeds must be removed weekly or more often as necessary by using an integrated pest management approach which will include a combination of techniques such as preventative, cultural, mechanical, and chemical control.

- Recreational Trails: Weeds shall be removed from recreational trails monthly or more often as necessary by using an integrated pest management which will include a combination of techniques including preventative, cultural, mechanical and chemical.
- 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 treated by using an integrated pest management which will include a combination of techniques including preventative, cultural, mechanical and chemical to maintain a continuous three foot (3') width of weed-free clear area. The City shall be responsible for obtaining all required permission, permits and approvals for such treatment on adjacent property owned by others.
- Seasonal Color: All seasonal color beds shall be inspected and weeds removed weekly or more often as necessary.

M-8 TURF CARE:

Lawns shall be maintained to be in the healthiest growing condition possible. The Contractor shall supply the necessary services as follows:

MOWING:

- 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. 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 necessary due to contractor neglect.
- Cool Season Grass: Turf shall be mowed (maintained) with rotary type mulching mowers at a height of three inches (2") 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 anyone mowing. Avoid Scalping.
- Equipment Cleaning: In an effort to prevent cross contamination of turf species and infiltration of weeds from site to site, the contractor shall ensure that all equipment is thoroughly cleaned prior to arrival and use at each site.
- 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 properly 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 do 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.

- Clipping Disposal: All grass clippings shall be collected, raked as required and removed from turf areas at the Contract Area site and disposed offsite 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.
- 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-14, 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 runs off across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.
- Dog Droppings: Shall be removed when found during weekly mowing operations or as often as necessary.

EDGING AND TRIMMING:

- 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 (18") 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.

FERTILIZATION:

Lawns shall be fertilized six (6) 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, June, August, and October fertilize with 16-6-8 at the rate of six pounds (6 lbs.) per 1000 square feet four (4) times per year or approved equivalent program.

- 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 soil and plant laboratory report for each site.
- 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.

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 inches (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.

DETHATCHING:

- Turf areas shall be dethatched once per year between September and October or as directed by the City's Representative.
- Dethatching shall be accomplished by using a "vertical cut type" dethatch machine.
- Contractor shall flag all irrigation sprinklers prior to commencement of work.
- All thatch and debris shall be immediately removed upon completion at Contractor's own expense.

WINTER OVERSEEDING:

- Upon the completion of de-thatching turf areas by mid-September in the Fall, winter overseeding will be required. The contractor will over sow with perennial rye grass at the rate of 12 lbs. per 1,000 square feet or as approved by City's Representative the end of September. It is expected that the germination rate be 85% to 98% complete by the end of October and the routing mowing has commenced by then.
- 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 after the first scheduled mowing.
- Seed immediately after thatching operations. Perform reseeding operations when the 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.
- Cultivate base and aerate compacted area thoroughly. Where substantial but thin turf remains rake, aerate if compacted, and cultivate soil.
- Remove diseased or unsatisfactory turf areas. Remove and do not bury into soil. Remove topsoil containing foreign materials, i.e., gas/oil drippings, stones, gavel, debris, etc.
- Water seeded area daily to maintain adequate soil moisture for proper seed germination.
- Top dressing, when applicable, shall be applied with materials and methods approved by the City's Representative.

INSECT DISEASE AND PEST CONTROL:

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

CONTRACTOR DAMAGE AND NEGLECT:

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-8, or actions carried out by the Contractor performing turf care) at his own expense.

M-9 GROUND COVER CARE:

Ground cover beds must be always maintained in an attractive condition. All ground cover shall be inspected daily and all debris including leaves, branches, paper, bottles, etc. shall be removed (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary. The Contractor shall supply the necessary services as follows:

- 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, Biweekly, Monthly & Quarterly) or more often as necessary, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. All groundcovers 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 always ensure proper coverage and operation. 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 the top of ground covers.
- Median Islands: All ground cover pruning shall be performed as a continuous (Weekly, Biweekly, Monthly & Quarterly) or more often as necessary operation. Ground covers shall be maintained and trimmed not to always exceed a maximum height of twelve inches (12") above the curb and gutter.
- Watering: Be cautious not to over water shrubs 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 runs off 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.
- 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.
- Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- 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 City'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 tree maintenance shall be performed in accordance with ISA Pruning Standards. Tree pruning work shall be supervised by a Certified Arborist and work performed by Certified Tree Workers.

All trees shall be checked (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary 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.

- **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 a 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. Tree pruning above 15 feet height shall be paid for by the City as "Extra Work". "Extra Work" tree pruning shall be approved in writing by the City.
- **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.
- **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.

- 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.
- 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.
- 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.
- 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.
- Insect, Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- 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 re-staking shall be done with originally specified materials. Stakes shall not be placed closer than eight inches (8") from the 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".)
- Tree Guards: Trees in turf areas shall be inspected at the base of the trunk for tree guards weekly. The contractor shall report any missing tree guards to the City immediately.
- Plant Replacement: Refer to Section M-9, Plant Material Replacement, of this specification.
- 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.

- 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:

All shrubbery shall be checked (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary 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 healthy vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulate dirt from plant areas.

- Shrub Pruning: Pruning shall be performed (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary 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.
- Vine Pruning: Vines shall be maintained in their intended form Pruning shall be performed as a continuous (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary 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.
- Median Island Pruning: All shrub pruning shall be performed as a continuous (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary operation. Shrubs shall be maintained and trimmed not to always exceed a maximum height of thirty inches (30") above the curb and gutter.
- Insect Disease and Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for approved methods of pesticide control.
- Plant Replacement: Refer to Section M-9, Plant Material Replacement, of this specification.
- Fertilization: Shrubs located in ground cover areas will not require additional fertilizing. See Section M-9, Fertilization, for fertilization application in ground cover areas.

- Watering: Refer to Section M-9, 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 ensure adequate water penetration. Rake out only as directed by the city.
- 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:

- 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.
- 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 ensure the plants are being maintained in a healthy and vigorous condition.
- Young Plants: In general, young plants need additional water to supplement available rainfall until they establish a good root system.
- Remove any water retention basin around all native trees and shrubs.
- Irrigate about once a week, trying not to over soak the surrounding soil.
- Do not allow soil to remain soggy for long periods of time as this encourages disease.
- Deep water every two to three weeks during summer and fall from June to October.
- During the winter, supplemental watering should be discontinued as the rainfall alone is adequate.
- Spring supplemental water will be necessary depending upon the available rainfall.
- 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.

- 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.
- Pruning: Refer to Section M-11, SHRUB AND VINE CARE, of this specification for shrub pruning. Refer to Section M-10, TREE CARE, of this specification for tree pruning.
- Fertilization: Refer to Section M-9, Fertilization, of this specification.
- Plant Replacement: Refer to Section M-9, Plant Material Replacement, of this specification.
- Tree Pest Control: Refer to Section M-14, PEST CONTROL, of this specification for tree pest control.
- 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, parkways and a six foot (6') wide strip along the curb on unimproved streets in February, May, August and November or more often as necessary each year. The Contractor shall remove the revegetation to within three inches (3") of the finish grade. All vegetation shall then be collected and removed from the site at the Contractor's expense. The Contractor shall remove all trash, litter and other debris (Daily, Weekly, Biweekly, Monthly & Quarterly) or as directed by the City's Representative.

M-14 PEST CONTROL:

The Contractor shall regularly inspect, (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary all Contract Areas for presence of disease, insect or rodent infestation. The Contractor shall advise the City immediately if a disease, insect or rodent infestation is found; he 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. 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 Applicator (Qualified Applicator License - Q.A.L.) who shall follow all guidelines governing his license.

- Insect, Disease and Pest Control: The Contractor shall provide complete and continuous control of all plant pests or diseases to include, but not be limited to, all insects, mites, other invertebrates, pathogens, nematodes and vertebrates. The contractor shall use an integrated approach to achieve control which may include preventative, cultural, mechanical, and/or chemical controls. The contractor will assume responsibility for using all chemical controls.

- Extreme caution must be used when applying pesticides and labels must be followed at all times. Only apply when there is no wind. City approval must be obtained prior to spraying pesticides.
- 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 and the employees of the Contractor.
- Rodent Control: When rodent infestation becomes evident, the Contractor shall at once proceed to eradicate and provide a regular rodent control program as required. Rodent control must be done under the direct supervision of a State Licensed Pest Control Applicator (Qualified Applicator License - Q.A.L.) who shall follow guidelines governing his license.
- Snails and Slugs: Treat for snails and slugs as necessary. Treatment shall be approved by the City and maybe vary from one contract area to another. In general, broadcast an approved granule, pellet or meal at the recommended rate of three (3) times a year minimum or more often as necessary; Spring, late Fall and Winter and/or apply an approved pesticide more often as necessary for complete snail and slug control based upon a program designed by a State Licensed Pest Control Applicator (Qualified Applicator License - Q.A.L.).
- Trees: All trees should be inspected (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary for fungus or insect infestation and treated accordingly as necessary. Upon notification by City, Contractor shall provide labor, equipment and materials to apply pesticides by a State licensed Qualified Applicator License (Q.A.L.) operator.
- Shrubs and Vines: Check all plant material in landscaped areas (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary and apply pesticides 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 are 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 must be returned to the City in satisfactory condition. Any faulty portion shall be repaired or replaced by the Contractor at no cost to the City.

IRRIGATION REPAIR AND OPERATION:

- Irrigation system components damaged as a result of Contractor's neglect, shall be repaired and/or replaced by the Contractor at no cost to the City. Normal wear and tear, vandalism,

accidental breakage by others, or so-called "Acts of God" shall be considered conditions under which the contractor is not directly responsible; such repairs (including control valve repair and/or re-build) shall be made and billed for cost of materials only (see section M-1). All mainline repairs up-to and including control valve replacement shall be made and billed for labor and materials in accordance with contractor's unit pricing stated herein (see section IX). 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.

Irrigation system components damaged as a result of Contractor's neglect during mowing operations shall be repaired or replaced by the Contractor at no cost to the City.

- 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.
- Any damage 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.
- 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, 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.
- 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.
- The contractor must maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

MONITORING SYSTEMS:

- The Contractor shall establish the irrigation watering cycle, frequency and schedule to provide for an efficient use of water. The Contractor shall review all existing irrigation controller

programs and shall implement any irrigation schedule changes. The contractor must maintain an accurate record of all irrigation controller programs and schedules and provide a written copy of the same to City upon request. The Contractor shall weekly inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. 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 at a minimum monthly for proper water scheduling and coverage. Make all necessary adjustments to heads which throw onto streets, walkways, walls, buildings, windows, or out of intended area of coverage. The Contractor must clean and adjust sprinkler heads as needed for proper coverage. Each system must be manually operated by the irrigation controller and observed on a monthly basis.

- 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.
- 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.
- 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.
- 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.
- 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.

- 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

- Sweeping, Vacuuming and Blowing Off Walks: All walkways shall be kept clean at all times; they shall be swept, vacuumed, or blown off (Daily, Weekly, Biweekly, Monthly & Quarterly) 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 must 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.

All walkways must 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 people 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.

- Civic Center: All walkways shall be kept clean at all times; they shall be swept, vacuumed or blown off twice weekly, Monday, Thursday or Friday, or more often as necessary.
- Parking Lots: Leaves, pine needles, branches, trash and other debris from the Contract Areas shall be collected and removed weekly, twice a month or more often as necessary. All paper, trash, debris, etc., should be dumped off site at the Contractor's expense.
- Median Island Hardscape: Leaves, pine needles, branches, trash and other debris shall be collected and removed (Daily, Weekly, Biweekly, Monthly & Quarterly) 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.
- Street Clean-up: Street sweeping is maintained under a separate contract and is not a part of this maintenance work. The Contractor shall, however, (Daily, Weekly, Biweekly, Monthly & Quarterly) or more often as necessary 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.
- Dog Droppings: Shall be removed when found during daily maintenance operations. Walks shall be hosed off after droppings are removed.
- 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 disrupted to regular traffic flow, it must be rescheduled to a more convenient time.

M-17 SURFACE DRAINAGE FACILITIES:

- 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 (Daily, Weekly, Biweekly, Monthly & Quarterly) 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 matters which would preclude their proper, intended functioning.
- 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. All vegetation shall be cleared and trimmed two feet (2') from concrete drainage devices.
- Maintenance Work Not Included: All 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.

M-19 MONUMENT WALL CARE:

- Entry monument wall care maintenance work is not a part of this contract.

M-20 TRASH COLLECTION AND DISPOSAL:

- Trash, litter, and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by people passing by or visiting the Contract Areas shall be collected (Daily, Weekly, Biweekly, Monthly & Quarterly) 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.

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

- Maintenance of the Plaza Quadrants requires that some level of maintenance occur every other day (including Saturday, Sunday and Holidays). Maintenance includes at a minimum, trash removal, replacement of receptacle liners, spot washing of hard surfaces as needed, and removal of litter and pine needles from the Quadrants sidewalks and along the curbs and gutters.
- 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 must be provided to always present a neat and clean appearance of landscape personnel. Contractor's personnel must always wear uniforms with company names. The proper uniform includes:

- Safety 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.
- Shoes: Leather work boots, or shoes, shall be in good condition and always worn. 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.
- Company Shirts, Vests or Hats: Shirts or vests with the company name shall be always worn by Contractor's personnel. Hats, if provided, shall also have the company name. Company names 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.

- In the event the Contractor is required by the city and agrees to perform extra work:
- 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 must include hours worked. The following procedure will govern such extra work.
- 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.
- The city will issue a work request for such extra work to be performed.
- 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.
- Extra work may include, but not be limited to, the following:
- Replacement of plant materials due to failures beyond the Contractor's control.

- Replacement of worn-out damaged sprinkler heads, valves, quick couplers, etc.
- Additional treatment required for planting or soil as not set forth specifically in this Specification.
- Remedial landscaping.
- Repairs or replacements due to vandalism or "Acts of God".
- Tree pruning above the height of 15 feet.
- Labor costs shall be based on the proposed wage scale for each type of workman.
- 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.
- 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. Invoices for extra work will be submitted within 30 days of the work being completed.

M-23 WEEKLY MAINTENANCE REVIEW:

- 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 the City to inspect shall not relieve the Contractor of the duty to provide continuous inspection of the Contract Area.
- The Contractor shall meet weekly with the City's Representative to review the schedules and performance, resolve problems and perform field inspections as required.
- Weekly maintenance Contract Area site review meetings followed by satisfactory completion of any or all punch list items generated thereof is a required prerequisite for payment of monthly invoices.

M-24 SCHEDULES, REPORTS 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:

- Weekly Maintenance Schedule(s):
- The contractor shall provide a weekly maintenance schedule(s) to the City. The schedule(s) must indicate the frequency of time and days of the week services are to be performed.

- Notification of change in scheduled work must be received by the city at least 48 hours prior to the scheduled time for the work.
- The contractor shall adjust his work schedule to compensate for all holidays and inclement weather.

Reports and Forms:

- The contractor shall provide the following reports (as scheduled, or upon request).
- Pesticide Use Reports.
- Hazards Reports.
- Cost information to perform extra work for upgrading specific areas.
- Suggestions for improving problem areas.
- All forms and schedule(s) shall be of a format approved by the City.

M-25 COMPANY VEHICLES:

All vehicles and equipment used by the Contractor's employees for the purposes of performing this work are to be identified with company logo either post on the equipment or trucks or magnetic door signs (approx. 20" x 16") or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.

All vehicles used by the contractor for the purpose of performing landscape maintenance duties will be kept in a professional, clean and free of excessive dents. Vehicles in minor fender bender should not be driven to perform maintenance duties.