

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2021, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and Gauci Landscaping, (hereinafter referred to as the “**CONTRACTOR**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for **MAINTENANCE OF LANDSCAPE, HARDSCAPE, AND IRRIGATION SYSTEMS**; and,

WHEREAS, the **CONTRACTOR** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONTRACTOR** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES; TERM**

#### **1.1 General Scope of Services.**

A. **CITY** hereby engages **CONTRACTOR**, and **CONTRACTOR** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONTRACTOR** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional contractors in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONTRACTOR** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONTRACTOR** acknowledges that CITY may enter into agreements similar to this Agreement with other contractors.

### 1.2 Term.

The term of this Agreement shall begin on August 1, 2021 and continue through June 30, 2025. This agreement may be renewed for three (3) additional one-year extensions, upon mutual agreement in writing by both CITY and CONTRACTOR; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

### 1.3 Option to Extend Term.

City shall have the option to extend the initial Term for three (3) consecutive one-year periods, unless notice of termination is provided by one or both parties, 30-days prior to the beginning of each one-year period starting on July 1, 2025. When all three one-year periods are completed, the contract will expire on June 30, 2028. The City Manager shall have the authority to execute options to extend this Agreement under this paragraph by delivering written notice to CONTRACTOR.

## **ARTICLE II** **RESPONSIBILITIES OF CONTRACTOR**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONTRACTOR** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement shall at all times be under **CONTRACTOR'S** exclusive direction and control. **CONTRACTOR** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONTRACTOR** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONTRACTOR** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by **CONTRACTOR** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar circumstances in accordance with sound professional practices. **CONTRACTOR** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONTRACTOR** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONTRACTOR** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONTRACTOR** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

## **ARTICLE III** **COMPENSATION**

### 3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Compensation Rate Schedule attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \$224,992.00 per year, without written approval of **CITY'S** Project Representative. **CONTRACTOR** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONTRACTOR** performing the "Extra Work".

### 3.2 Payment of Compensation.

**CONTRACTOR** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the City by **CONTRACTOR**, from August 1, 2021, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

### 3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONTRACTOR** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONTRACTOR** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

### 3.4 Amendment of Scope of Work.

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONTRACTOR** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONTRACTOR** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONTRACTOR** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONTRACTOR** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

#### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

If the **CONTRACTOR** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONTRACTOR**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Contractor.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONTRACTOR**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. 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 the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONTRACTOR** from waiving the right of subrogation prior to a loss. **CONTRACTOR** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONTRACTOR** shall, within ten (10) days after receipt of written notice of such cancellation or

reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONTRACTOR** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONTRACTOR** under the indemnity provisions of this contract.

#### 4.10 Failure to Maintain Coverage.

**CONTRACTOR** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONTRACTOR** has fully complied with the insurance provisions of this Contract.

In the event that the **CONTRACTOR'S** operations are suspended for failure to maintain required insurance coverage, the **CONTRACTOR** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONTRACTOR'S** Contract with the **CITY** and continuous

coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONTRACTOR** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-contractors' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONTRACTOR** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONTRACTOR** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured

within thirty (30) days after written notice of the default is served on **CONTRACTOR** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONTRACTOR** shall be compensated for services which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONTRACTOR** shall be delivered to the **CITY** within seven (7) days of **CONTRACTOR'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONTRACTOR** shall be at **CITY'S** sole risk and without liability or legal expense to **CONTRACTOR**.

#### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONTRACTOR** pursuant to this contract, **CONTRACTOR** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONTRACTOR**, its employees and/or authorized sub-contractors, whether intentional or negligent, in the performance of this Agreement.



contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONTRACTOR** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

#### 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

#### 6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

#### 6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

#### 6.9 Right to Employ Other Contractors.

**CITY** reserves the right to employ other contractors in connection with this Project.

#### 6.10 Covenant Against Contingent Fees.

**CONTRACTOR** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONTRACTOR**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONTRACTOR'S** compensation provided under this Agreement, or otherwise recover, the full

amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONTRACTOR** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

#### 6.12 Statement of Economic Interest.

If **CITY** determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code §87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONTRACTOR** and/or such other person's financial interests.

#### 6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONTRACTOR** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance With Law.

**CONTRACTOR** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONTRACTOR** and his/her/its work hereunder.

#### 6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONTRACTOR** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONTRACTOR** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

#### 6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

#### 6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

#### 6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

#### 6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONTRACTOR** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONTRACTOR** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

#### 6.23 Responsibility for Errors.

**CONTRACTOR** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONTRACTOR**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONTRACTOR** occurs, then **CONTRACTOR** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONTRACTOR** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

#### 6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONTRACTOR** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONTRACTOR** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONTRACTOR** or statements made by **CITY** or **CONTRACTOR** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONTRACTOR'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Peter Gauci's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Peter Gauci should no longer be the responsible manager for **CONTRACTOR**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**COUNTER SIGNED:**

\_\_\_\_\_

**EXHIBIT “A”**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

## **SECTION V – JOINT GENERAL SPECIFICATIONS**

### **I. DESCRIPTION OF PROJECTS**

The purpose of this RFP is to contract with a contractor(s) to perform mowing, edging, landscape and irrigation maintenance tasks at various sites in the City of Brea and the City of La Habra. Unless specifically mentioned, this scope of work and all joint general and general specifications pertain to all landscape locations in the City of La Habra and includes Passive Parks, Sports Parks, Government Buildings, Parkways, Medians, Entry Markers, and Reservoirs.

The mowing and edging will be completed based on frequencies in the GENERAL SPECIFICATIONS and SPECIFIC BID SPECIFICATIONS for the respective areas. The landscape maintenance will consist of mowing, edging, weeding, fertilizing, pest control and only specific bids have irrigation system maintenance and repair. Irrigation water consumption will be closely monitored. Money will be deducted from invoices for excessive water usage. A large majority of the work will be maintaining the condition of shrubs and ground cover on slopes, medians, and at City facilities. A small amount of tree pruning will be required to clear property lines, separate plant material, maintain safe passage on sidewalks, etc. The Contractor will be responsible to maintain plant material clearance around fences, building, valve boxes, and other obstacles.

All sites in the City of Brea and City of La Habra, must be visited weekly for weeds, trash, dead plants, debris and blowing.

***\*\*City of Brea and City of La Habra water restrictions will govern all irrigation schedules.***

#### **1. SCOPE OF WORK**

The work to be done consists of furnishing all materials, implements, machinery, equipment, tools, supplies, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or a designee.

#### **2. LICENSE AND PERMITS**

The Contractor shall have and maintain a **valid C-27 Contractor's license**. All applications of pesticides shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Pesticide Regulation. Contractor will

obtain any permits required by local governmental agency for the use of special chemicals. For work in the City of Brea, the Contractor and any subcontractor will also be required to secure and maintain a valid **City of Brea Business License**. The Contractor also will be required to obtain an Encroachment permit for work on Valencia and Imperial Highway from Caltrans paid for on a separate invoice by the City of Brea. For work in the City of La Habra, the Contractor will be required to secure and maintain a valid **City of La Habra Business License**. The Contractor will also be required to obtain an Encroachment permit from Caltrans for work on Beach Boulevard, Imperial Highway (from Beach to Harbor), and Whittier Boulevard and will be paid for on a separate invoice by the City of La Habra.

### 3. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times. Contractor to provide Personal Protective Equipment (PPE) as required.

### 4. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

Contractor must use separate crews to provide all extra work; may not use regular maintenance crews. Regular maintenance work shall be completed in conjunction with extra work and cannot be postponed to complete extra work. Failure to comply with this requirement shall result in a deficiency deduction.

When required by City Representative or Landscape Inspector, an estimate of cost will be submitted for approval prior to work being done.

- a) Work will be executed under the direction of the City on a time-and-materials basis or an agreed lump sum price depending on the nature of the work.
- b) Extra work will not be initiated without written authorization, except in emergency call-out situations.
- c) Extra work may include, but not be limited to, the following:
  1. Replacement of plant materials due to failures beyond the Contractor's control.
  2. Additional treatment required for planting or soil as not set forth specifically in this Specification.

3. Repairs or replacement of irrigation system.
  4. Remedial landscaping.
  5. Repairs or replacements due to vandalism or Acts of God.
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- d) Labor costs shall be based on the prevailing wage scale for each type of workman. Employee payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs to be included.
  - e) Material cost shall be the actual cost of materials purchased by the Contractor and used for the extra work, including sales taxes, freight, and delivery charges.
  - f) Submittals for Extra-Work Authorization shall include the following and be provided to the City within three (3) business days:
    1. Complete price for all labor and materials, itemized.
    2. Proposed schedule and completion date.

## 5. PROJECT INSPECTIONS

Weekly, the Contractor's direct field crew supervisor and next higher representative if deemed will walk the project with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

## 6. VEHICLES

Contractor vehicles must be parked to allow normal and vehicular traffic; comply with OSHA, CAL-OSHA, and W.A.T.C.H. regulations. Vehicles shall display the company name and equipment shall be in good repair and not be older than 10 years.

## 7. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards. Traffic control will be per the "WATCH" book. The contractor will ensure the safety of all park users when working.

## 8. REPORTS AND SCHEDULES

The Contractor, as part of this agreement, 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 or termination of contract. Such reports must be detailed and thorough and may include but not be limited to the following:

- a) Suggestions for improving problem areas, as needed, or as requested by City.
- b) Reports of work planned. Due weekly at meeting with City.
- c) Cost information to perform extra work for upgrading specific areas, as needed or as requested by City, pricing due in three (3) business days.
- d) Weekly Maintenance Schedule(s). Contractor shall provide a weekly maintenance schedule to the City.
- e) Seasonal Irrigation Schedule. Due at last weekly meeting of the month.
- f) Pesticide Use Reports. Due at last weekly meeting of the month.
- g) Accident Reports. Due within twenty-four (24) hours of accident.
- h) Incident Reports. Due within twenty-four (24) hours of incident.
- i) Hazard Reports. Due within twenty-four (24) hours of identification/discovery.
- j) Irrigation test reports. Due at last meeting of the month depending on type of site.
- k) Fertilize use reports. Due monthly at last weekly meeting of the month.

## 9. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- a) The Contractor shall adjust work schedule to compensate for all holidays and inclement weather. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather (this includes having a representative in the City during rain events to inspect and clean areas that may have drainage issues or problem with vee-ditches). The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

b) Contractor's responsibility for removing branches and leaves downed by high winds or other typical or non-typical environment condition is as follows:

1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other landscape related item, within 48 hours of notification or self-discovery.
2. Leaves or other landscape which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
3. Debris inhibiting proper flow of water in V-ditches and other structures shall be removed weekly to prevent flooding or damage to property
4. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

#### 10. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City.

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 hazardous conditions and underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be corrected or repaired at Contractor's expense and reported immediately to the City.

#### 11. CITY LIAISON

The City and the Contractor's will meet on a weekly basis with each City's representative. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City Landscape Inspector and the Contractor's representative separately from these meetings. The Contractor's representative or direct crew supervisor is expected to be available by phone to address any daily needs.

#### 12. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above his normal scheduled work. It is intended that Special Requests be

considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

### 13. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. The crew supervisor shall be capable of communicating effectively both in written and spoken English.

Each Contractor's working crews shall also have a responsible lead man who may represent Contractor to discuss the work in English with the Director of Public Works, or their designated representative, within twenty-four (24) hours of notification from the Director of Public Works, or his designated representative.

### 14. PESTICIDES

- a) General: All materials shall be in strict accordance and applied within the EPA regulations and the California Department of Pesticide Regulation. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.
- b) The application of pesticides and other chemicals shall be recorded on the Pesticide Use Form and coordinated with City Landscape Inspector.

### 15. CONTRACTOR NEGLIGENCE

Any damage to the City's property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included.

### 16. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted weekly. Annual schedule of work force and maintenance tasks shall be submitted to City July 1, of every year of the contract, prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by, City. In addition, if there is a permanent

change to the work force size at any time during the year the City shall be notified immediately.

#### 17. 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.

#### 18. ADDITIONS/DELETIONS TO CITY LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be made on a per square foot cost for planter maintenance or turf mowed per bid pricing or similarly sized landscape area. The City reserves the right to delete any site from the contract with thirty (30) days written notice.

#### 19. ADDITIONS/DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that causes the Contractor to suffer additional expenses shall be negotiated upon written justification.

#### 20. LIQUIDATED DAMAGES; NONPERFORMANCE

- a) Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
- b) Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction

will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.

Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.

**SECTION VIII**

**ADDITIONAL LA HABRA GENERAL SPECIFICATIONS**

## LA HABRA – GENERAL SPECIFICATIONS

### **GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT CITY PARKS AND GOVERNMENT BUILDINGS**

This bid is for mowing and landscape maintenance services for all City of La Habra parks and government buildings.

#### Additional Information

Service days will be scheduled with staff to allow access to the sites.  
Service days will be scheduled with staff for servicing before street sweeping.

### ***GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT CITY PARKS AND GOVERNMENT BUILDINGS***

#### **1) LANDSCAPE MAINTENANCE AREAS**

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City domestic mainline excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All irrigation damage caused by Contractor, will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so, will result in City repair and recouping of costs or liquidated damages from the Contractor. In addition, a Performance Deficiency Notice may be issued.

#### **2) IRRIGATION/OPERATION AND MAINTENANCE**

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance.

#### **3) IRRIGATION RESPONSIBILITIES**

- a) The Contractor shall conduct weekly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems within that day or no later than 24 hours. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.

- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:
1. Operate all valves automatically.
  2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
  3. Review program and verify controller is operating correctly. (Certain locations programmed by Public Works, contractor to verify)
  4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
  2. Prevent excessive runoff and/or erosion.
  3. Prevent watering roadways, walkways, trails, fences and private property.
  4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Contractor shall provide backup or temporary controller if repair of City controller is required.
  2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
  3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.

4. Failure to turn off controller during rain, or activate following instruction by City to do so, will result in the issuance of a Performance Deficiency Notification.
- f) Irrigation System Damage – Contractor will repair or replace at his expense any portion of the irrigation system damaged by the Contractor or as a result of the Contractor's negligence.

#### **4) MATERIALS**

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

#### **5) WATER MANAGEMENT**

- a) All systems shall be programmed weekly or as needed to maintain all plants and landscaping in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.

- e) Controller programs shall incorporate the following conditions:
1. Meet City Water Management requirements.
  2. Avoid weekend watering when possible.
  3. Maximize repeat operations.
  4. Minimize station run times.
  5. Reflect actual evapotranspiration (E.T.) requirements.
  6. Reflect actual requirements of soil and plants.
  7. Eliminate runoff into streets, sidewalks, and other non-target areas.
  8. Provide sufficient time for soil to dry out between irrigations.
  9. Maximize community use of City property.

**6) WEED & PEST CONTROL**

- a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates, snails and slugs and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.
- b) Landscaped areas (shrub and ground cover)
1. Weed control
    - a. All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.
    - b. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.
  3. Insect and disease control
- c) Turf
1. Weed Control
    - a) Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the turf. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
    - b) When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.
    - c) In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.
  2. Insect and disease control
    - a) All turf areas with fungus infection shall be tested if need be and treated with an appropriate fungicide as directed by City.
    - b) All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
    - c) Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

## **7) RODENT CONTROL**

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

## **8) HARDSCAPES**

All hardscape such as, but no limited to, sidewalks, curbs, mow strips, gutters, drains and drain structures, bicycle paths, un-landscaped medians, median noses (tips), expansion joints and walls adjacent to City landscapes shall be kept clear of dirt, mud, trash, weeds, and any other substances which are either unsightly or unsafe.

All sidewalks and building entrances in parks and facilities shall be washed as directed with a pressure nozzle. Each park and facility is equipped with either a hose bib or quick coupler water supply device.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape. Any adjoining hardscape to any landscaped median is included and requires weed control in 100% of the hardscape.

## **9) LANDSCAPE IMPROVEMENT MAINTENANCE**

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

## **10) GUARANTEE AND/OR REPLACEMENT POLICY**

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Natural or Unnatural causes" ("Act of God") i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by the Director of Public Works or his designee.

## **11) LANDSCAPE MAINTENANCE (All landscaped areas)**

### a) Turf

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment that is adjusted to the proper cutting heights and in a manner that ensures a smooth surface even cut without tearing, ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules. May be increased up to and not exceeding 52 times per year due to special events or environmental impacts as needed.

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. All turf areas shall be mowed per City's frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Parks Supervisor for reasons of rain or prolonged cold weather temperature levels. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during any week that was scheduled for mowing shall be deducted from the monthly billing statement at a rate of 25% of the total monthly cost for maintenance.

The parks mowing day will be determined by the park use and the parks supervisor after giving consideration for park users, school schedules and other factors that could affect the work.

3. Height – Cutting heights for mowing shall be determined by the Parks Supervisor and adjusted according to field use needs and season conditions. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Turf areas in this contract shall be mowed with power mowers. Turf shall be mowed with a reel-type mower equipped with rollers, a fine cut flail mower, or a rotary-type mower. Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City will require a dedicated reel-type mower for sports fields or a rotary-type for all other locations. Prior to any machines being

used in the City of La Habra, they must be washed thoroughly before mowing to prevent transmission of weeds throughout the Parks. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.

5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall excessive or unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing. Edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. No weed eater attachments will be allowed. All turf edges shall be trimmed or limited around; sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Care shall be exercised with regard to the use of weed eaters to prevent damage to trees, building surfaces, walls, nearby vehicles, header boards, signage, etc. Any damage occurring from weed eating shall be repaired at Contractor's expense. The Contractor shall replace any trees damaged by weed eating with an equivalent size specimen.

7. String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, vehicles in the area, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.
8. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
9. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
10. Fertilizer – Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and

keep turf in a healthy-looking condition. All turf areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

11. Aerification – The Contractor will mechanically aerate, at contractor's expense, all turf areas, as needed, but no more than four times a year to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dress may be recommended by the City Representative. Use plug aeration with ½" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. The scheduling of aeration will be recorded on the Maintenance Schedule for up to four (4) times a year.
12. Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
13. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.
14. Inspection - Contractor shall conduct weekly irrigation system tests.
15. Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity.

Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

16. Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative. Frequency to be at City's direction.
2. Fertilizer – All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilize all shrub beds with a 15-15-15 Type fertilizer four (4) times per year by the end of the first week of the following months of March, May, August and November.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation; at the maximum allowable rate per the manufacturers labeled recommendation.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs,

walls and fences. All hillside ground cover shall be topped a minimum of six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.

2. Fertilizer – All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilize all ground cover with a 15-15-15 Type fertilizer four (4) times per year by the end of the first week of the following months of March, May, August and November.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

d) Tree Maintenance

NOTE: Trimming of trees taller than sixteen (16) feet shall be handled by the City's tree crew. Trees shall be maintained at a (12) foot clearance over walkways and (16) foot clearance over roadways.

1. Trees shall be pruned as required to remove broken or diseased branches. The Contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use. Trees located adjacent to vehicular and/or pedestrian trafficways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance. Extreme care shall be taken to ensure that traffic visibility is not obstructed for vehicles making turns and entering or exiting the roadway.
2. Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem, rather, spread evenly in area of drip zone. Use a well-balanced commercial fertilizer, 15-15-15.
3. Tree stakes, ties, and guides shall be checked and corrected as need. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guides as required. Replace broken stakes as required.
4. Prune trees regardless of size of tree, along sidewalks to allow eight (12) foot clearance for pedestrians and fifteen (16) feet above curb and gutters for vehicular traffic.

5. Ailing or stunted trees, which fail to meet expected growth, will receive additional nutrient treatments to correct any deficiencies.
6. Surface roots, which become maintenance or appearance problems, will be removed as required to prevent damage to adjacent areas. Coordinate removal with City Representative.
7. Under no circumstances will stripping off lower branches (raising up) of young trees be permitted without approval by the City Representative. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). If there are doubts or questions, contact the City Representative.
8. All other tree trimming will be considered as extra work.
9. To help eliminate or reduce fruit set on the heavy fruiting trees the contractor will spray material to control fruit setting, as required.

e) Vine Maintenance

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Schedule fertilization of all vines with a commercial fertilizer as indicated in FERTILIZER SCHEDULE A, or as often as required, to promote healthy appearance. Water thoroughly to prevent burning.
4. Pruning of vines will be in accordance with good horticulture practices.
5. Ivy growing on fence lines shall be kept trimmed in an aesthetically pleasing condition.

f) Mulch, Compost and Wood Chip Maintenance

1. Locations in the City that use mulch or wood chips include but are not limited to shrub areas, planters, turf areas, tree wells, parkways, medians, playgrounds, etc.
2. All wood chips and/or mulch must be kept clean and maintained. Materials shall have trash, glass, human and animal wastes, and other debris removed, and all areas hand-raked and depressions filled in on a daily basis, seven days a week, in all landscaped areas throughout the City. Planters are to be inspected weekly and materials are to be

maintained, depending on location, at a depth of 3-6 inches, or as directed by the City Representative. Purchase of replacement materials shall be supplied at no cost to the City. Replacement materials shall be higher quality planter mulch/compost/wood chips that has no visible trash, debris or foul odors. Replacement materials must be approved by the City Representative before installation.

g) City Facilities Landscape Maintenance

1. Watering and hand watering will be required for free standing planters at certain designated locations. Frequency will be as needed or directed by the Park Supervisor or his designee to maintain the plants. All areas to be left free of slip hazards. Appropriate safety signage to be used as needed.

**12) CLEAN-UP**

- a) At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuum cleaned. Per National Pollutant Discharge Elimination System (NPDES) regulations blowing debris into streets and roadways is not allowed. Caution must be exercised when mowing or blowing around vehicles.
- b) All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's mowing operation or the end of the day, whichever occurs first.
- c) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- d) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- e) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- f) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- g) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- h) Trash cans provided by City shall be emptied weekly. Contractor shall provide and install plastic liners for all trashcans at contractor's expense.

### **13) TRAFFIC CONTROLS**

- a) Traffic Controls – Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All contractor's employees shall be attired in approved safety gear at all times and traffic control shall be outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.). Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of this shutdown shall be performed at another time with proper safety devices at no additional expense to the City.
- b) Traffic Equipment – All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to, Cal-OSHA, concerning safety and operations.

### **14) WASTE DISPOSAL, RECYCLING, AND GREENWASTE**

- a) Prior to mowing, all trash, leaves, paper and other debris shall be removed and disposed of into a city provided dumpster. All Recyclable materials shall be removed and disposed of into a City provided recycling bin if provided or available. All green waste shall be transported to the Contractor's place of business and disposed of in a greenwaste recycling cart or bin or transported to an approved greenwaste collection facility.
- b) All trash enclosures shall be kept clean and free of trash, food, human wastes, animal wastes, or other debris. Enclosures should be swept clean or hosed off once a week. Enclosures that have foul or unpleasant odors shall have appropriate chemicals applied as necessary to eliminate the odor.

### **15) GRAFFITI**

- a) Contractor shall be responsible for removing all graffiti from contracted areas. This includes but is not limited to picnic tables, barbeques, sidewalks, buildings, light posts, signs, playground equipment, etc.

### **16) PLAYGROUND FACILITIES**

- a) All materials (sand, engineering/manufactured wood chips, etc.) in play areas must be kept clean and maintained for safe play. Each play lot shall have trash, glass, human and animal wastes, and other debris removed,

and all areas hand-raked and depressions filled in on a daily basis, seven days a week, in the park. All play lots are to be inspected weekly and materials are to be maintained at a depth of 12 inches minimum, or as directed by the City Representative. Purchase of replacement materials shall be supplied at no cost to City.

- b) Playground equipment shall be inspected for deficiencies, or other hazardous conditions. All apparatuses shall be inspected to ensure they are working properly. Any deficient equipment must be taken out of service using caution tape or other method as needed, and the deficiency must be immediately reported to the City Representative.
- c) Materials around the edge of the playlots shall be blown daily using a hand-held blower, and the materials shall be put back in the play lot.
- d) Decomposed granite areas shall be kept level, at grade and kept free of weeds, trash, and debris at all times. Replacement of decomposed granite shall be supplied at no cost to the City.

#### **17) PARK AMENITIES**

- a) Park Amenities include but are not limited to picnic areas, concrete slabs, picnic tables, gazebos, patio covers, benches, barbeques, exercise equipment, playground equipment, lighting fixtures, drinking fountains, trash cans, trash enclosures, etc.
- b) Park Amenities shall be washed and scrubbed once a week using soapy water and scrub brushes and sanitized with disinfectant chemicals.
- c) Barbeques shall be emptied and washed out, and grills cleaned and scrubbed on a weekly basis.
- d) Gazebos shall be cleaned off with blower – Blow off entire gazebo, remove spider webs and dust, control birds, monitor spike strips, clean within gazebo.
- e) All Park Amenities should be cleaned of trash, food, human wastes, animal wastes, or other debris. Amenities that have foul or unpleasant odors shall have appropriate chemicals applied as necessary to eliminate the odor.

#### **18) PARKING LOT MAINTENANCE**

- a) Contractor shall keep the parking lots free of litter and debris. They shall patrol for litter and pick up trash, leaf and any other miscellaneous debris.

## **19) WORKING HOURS**

- a) Working hours shall be no earlier than 7:00 a.m. and no later than 4:00 p.m. Emergencies are the only exception. Work days are Monday through Sunday. The exceptions are park patrolling, litter pickup, playground inspection, and leveling.
  
- b) The Contractor shall perform all work between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. No work shall be performed on weekends or the following City Recognized Holidays without written City approval:
  - 1. New Year's Day
  - 2. Martin Luther King Jr. Day
  - 3. President's Day
  - 4. Memorial Day
  - 5. Independence Day
  - 6. Labor Day
  - 7. Veteran's Day
  - 8. Thanksgiving Day
  - 9. Friday After Thanksgiving
  - 10. Christmas Day
  
- c) For work performed at the Contractor's discretion on weekends and holidays that may require verification and inspection by a City employee, the Contractor shall be responsible for overtime and other related City costs.

**SECTION IX**

**SCOPE OF SERVICES – SPECIAL SPECIFICATIONS**

## **A. LA HABRA – SPORTS PARKS**

### **GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT LA HABRA SPORTS PARKS**

This Scope of Services is for mowing and landscape maintenance services for all City of La Habra sports parks.

#### **Additional Information**

Service days will be scheduled with staff to allow access to the sites.  
Service days will be scheduled with staff for servicing before street sweeping.

### ***GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT CITY SPORTS PARKS***

#### **1) LANDSCAPE MAINTENANCE AREAS**

Landscape maintenance Contractor's irrigation staff will be responsible for repair of all site irrigation from water meter and controller, through lateral lines and sprinkler heads (backflow devices and City domestic mainline excluded). Landscape Contractor is fully responsible for irrigation controller programming. City water management directions must be implemented.

All irrigation damage caused by Contractor will be the responsibility of Contractor to repair within 24-hours of occurrence. Failure to do so will result in City repair and recouping of costs or liquidated damages from contractor. In addition, a Performance Deficiency Notice may be issued.

#### **2) IRRIGATION/OPERATION AND MAINTENANCE**

All landscaped areas shall be irrigated as required to maintain optimum growth and appearance.

#### **3) IRRIGATION RESPONSIBILITIES**

- a) The Contractor shall conduct weekly irrigation tests. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems within that day or no later than 24 hours. Contractor shall make needed repairs within 24-hours of notification or self-discovery. Contractor shall submit irrigation test reports, on approved form, at weekly/monthly meeting based on type of site. Failure to submit the required reports will result in issuance of a Performance Deficiency Notice.

- b) All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:
1. Operate all valves automatically.
  2. Visually inspect all irrigation heads for proper adjustment, operation, and leakage.
  3. Review program and verify controller is operating correctly. (Certain locations programmed by Public Works, contractor to verify)
  4. Record water meter reading at time of test.
- c) All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas.
  2. Prevent excessive runoff and/or erosion.
  3. Prevent watering roadways, walkways, trails, fences and private property.
  4. Prevent saturated conditions.
- d) All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per specifications. A report of required systems testing shall be submitted to the City.
- e) In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery. Contractor shall provide backup or temporary controller if repair of City controller is required.
  2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
  3. Once the City Landscape Inspector acknowledges the necessity to turn on the water again, all controllers shall be activated within twenty-four (24) hours.

4. Failure to turn off controller during rain, or activate following instruction by City to do so will result in the issuance of a Performance Deficiency Notification.
- f) Irrigation System Damage - Contractor will repair or replace at his expense any portion of the irrigation system damaged by the Contractor or as a result of the Contractor's negligence.

#### **4) MATERIALS**

- a) All replacement materials are to be with original types and model materials, unless City representative approves a substitute.
- b) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- c) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- d) Repairs of equipment or property damaged by Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- e) All materials are to be new and identical to existing materials, unless directed otherwise by the City representative. All new irrigation heads installed shall be fitted with appropriate nozzle to match precipitation rate of head being replaced.
- f) Changes to sprinkler systems are to be designed to achieve matched precipitation rates.

#### **5) WATER MANAGEMENT**

- a) All systems shall be programmed weekly or as needed to maintain plants in a healthy, vigorous condition.
- b) All program changes shall be recorded and submitted on City approved form.
- c) Water meter reading for each system is to be submitted with irrigation test report.
- d) Controller program is to be sufficient to keep the landscape healthy without excessive water use.

e) Controller programs shall incorporate the following conditions:

1. Meet City Water Management requirements.
2. Avoid weekend watering when possible.
3. Maximize repeat operations.
4. Minimize station run times.
5. Reflect actual evapotranspiration (E.T.) requirements.
6. Reflect actual requirements of soil and plants.
7. Eliminate runoff into streets, sidewalks, and other non-target areas.
8. Provide sufficient time for soil to dry out between irrigations.
9. Maximize community use of City property.

**6) WEED & PEST CONTROL**

a) General – Control of horticulturally damaging plant pests (insects, diseases, vertebrates, snails and slugs and mites) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment.

b) Landscaped areas (shrub and ground cover)

1. Weed control
  - a. All landscaped areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations.
  - b. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

2. Snail control – Snails shall be controlled on an as-needed basis on all plant material, as determined by the City.
  3. Insect and disease control
- c) Turf
1. Weed control
    - a. Contractor shall maintain a turf free of weed infestations over ten (10) percent of total turf area at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the turf. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.
    - b. When weed population is excessive as determined by City, an appropriate herbicide shall be applied in accordance with all label specifications.
    - c. In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required.
  2. Insect and disease control
    - a. All turf areas with fungus infection shall be tested if need be and treated with an appropriate fungicide as directed by City.
    - b. All other insect, disease and fungus problems will be treated on a site-and-need-specific basis with the knowledge and consent of the City.
    - c. Damaged turf caused by disease shall be repaired or replaced at no extra cost to the City.

## **7) RODENT CONTROL**

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis. All mounds, burrows, or other damage shall be repaired by Contractor as required by City. Failure to successfully manage pests will result in city performing work and deducting cost from monthly payments.

## **8) HARDSCAPES**

All hardscape such as, but no limited to, sidewalks, curbs, mow strips, gutters, drains and drain structures, bicycle paths, un-landscaped medians, median noses (tips), expansion joints and walls adjacent to City landscapes shall be kept clear of dirt, mud, trash, weeds, and any other substances which are either unsightly or unsafe.

All sidewalks and building entrances in parks and facilities shall be washed as directed with a pressure nozzle. Each park and facility is equipped with either a hose bib or quick coupler water supply device.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape. Any adjoining hardscape to any landscaped median is included and requires weed control in 100% of the hardscape.

## **9) LANDSCAPE IMPROVEMENT MAINTENANCE**

Landscape improvement maintenance shall include shrubs, ground cover, irrigation, and drainage structures. Slope maintenance includes the pruning of shrubs and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance become a cause of complaint. Generally, weeds that exceed 3-5 inches in height, or predominate a bare area, are unacceptable. Keep all areas in a neat, clean and well-maintained condition at all times.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks free of obstructions, water, mud, algae, slime, leaves or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching public right-of-way.

## **10) GUARANTEE AND/OR REPLACEMENT POLICY**

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Natural or Unnatural causes" ("Act of God") i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape or irrigation installations or repairs shall confirm to Landscape and Irrigation Specifications accepted by the Director of Public Works or his designee.

## **11) LANDSCAPE MAINTENANCE (All landscaped areas)**

### **a) Turf**

1. Mowing – The contractor shall mow all turf grass with properly sharpened and maintained equipment that is adjusted to the proper cutting heights and in a manner that ensures a smooth surface even cut without tearing, ridges, depressions or scalping. Mowing patterns shall be alternated on a weekly basis.
2. Frequency – Turf grass shall be mowed 42 times per year as City schedules. May be increased up to and not exceeding 52 times per year due to special events or environmental impacts as needed.

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. All turf areas shall be mowed per City's frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Parks Supervisor for reasons of rain or prolonged cold weather temperature levels. Work shall be performed on the same day each week. All mowing missed due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during any week that was scheduled for mowing shall be deducted from the monthly billing statement at a rate of 25% of the total monthly cost for maintenance.

The parks mowing day will be determined by the park use and the parks supervisor after giving consideration for park users, school schedules and other factors that could affect the work.

3. Height – Cutting heights for mowing shall be determined by the Parks Supervisor and adjusted according to field use needs and season conditions. Turf grass mowing heights may be adjusted by the City during turf grass renovations, special events, or if deemed necessary to promote the health and vigor of the grass.
4. Machine Type – Turf areas in this contract shall be mowed with power mowers. Turf shall be mowed with a reel-type mower equipped with rollers, a fine cut flail mower, or a rotary-type mower. Warm/cool season turf blends may be mowed with rotary or reel type mowers. All warm season turf grasses shall be cut with reel type mowers, unless otherwise approved by City. All cool season turf grasses shall be cut with rotary type mowers. The City will require a dedicated reel-type mower for sports fields or a rotary-type for all other locations. Prior to any machines being used in the

City of La Habra, they must be washed thoroughly before mowing to prevent transmission of weeds throughout the Parks. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used only by specific approval of the City.

5. Clippings – All clippings shall be efficiently mulched to leave no visible trace or picked up and removed to a designated dumping site. At no time shall excessive or unsightly clippings be left following mowing operation.
6. Edging – All edges of turf shall be mechanically edged. Turf grass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger containing a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use.

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing. Edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. No weed eater attachments will be allowed. All turf edges shall be trimmed or limited around; sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

Care shall be exercised with regard to the use of weed eaters to prevent damage to trees, building surfaces, walls, nearby vehicles, header boards, signage, etc. Any damage occurring from weed eating shall be repaired at Contractor's expense. The Contractor shall replace any trees damaged by weed eating with an equivalent size specimen.

7. String Trimmers – Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, vehicles in the area, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A six (6) inch bare soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City.
8. Weeds – All turf grass areas shall be kept free of weeds at all times. Weed removal shall consist of complete eradication or removal of all weeds including top growth and roots.
9. Pre-emergent Herbicide – Pre-emergent herbicides labeled for use on turf shall be applied one time per year.
10. Fertilizer – Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and

keep turf in a healthy-looking condition. All turf areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilizer application will be in April and October with a 16-6-8 Type fertilizer. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. **This notification shall include the following: Location and exact date the fertilizer application will be performed; type of fertilizer and method of application to be used.** The Contractor shall immediately notify the City so irrigation can be scheduled. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas. Any damage or streaking of turf shall be repaired at no cost to City.

11. Aerification – The Contractor will mechanically aerate, at contractor's expense, all turf areas, as needed, but no more than four times a year to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dress may be recommended by the City Representative. Use plug aeration with ½" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. The scheduling of aeration will be recorded on the Maintenance Schedule for up to four (4) times a year.
12. Watering – A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.
13. Irrigation Management – Contractor shall provide a monthly report for each site that records all irrigation repairs, controller programming, and status of overall system. The report shall be in a form and content acceptable to the City and shall be submitted with the monthly invoice. All turf areas shall be irrigated as required to maintain adequate growth and appearance.
14. Inspection - Contractor shall conduct weekly irrigation system tests.
15. Repairs - Contractor shall make all repairs within 24-hours of self-discovery or notification. Replacement of irrigation components shall be with originally installed materials of the same size and quantity.

Substitutions must be approved by the City. All mainline repairs must be inspected and approved by the City.

16. Refurbishment of Turfgrass – Turf areas that thin out due to shading effect of trees, structures, foot traffic and irrigation problems, etc., will be reseeded with an approved grass seed to restore thinning areas, at no additional cost to the City throughout the year.

b) Shrub Maintenance

1. Shape – All shrubs to be trimmed symmetrically in a natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City's representative. Frequency to be at City's direction.
2. Fertilizer – All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilize all shrub beds with a 15-15-15 Type fertilizer four (4) times per year by the end of the first week of the following months of March, May, August and November.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation; at the maximum allowable rate per the manufacturers labeled recommendation.
4. Pruning – Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance.
5. Shearing – Only those plants specifically designated by the City's representative shall be sheared. These plants may also require additional thinning to maintain a healthy look and condition.

c) Ground Cover Maintenance

1. Trimming – All ground cover is to be trimmed not to interfere with irrigation operation or to encroach on to private property or right-of-way. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat but natural (not sheared) edges. All ground cover is to be kept a minimum of six (6) inches from, but not limited to, all tree, shrubs, walls and fences. All hillside ground cover shall be topped a minimum of

six (6) times a year to maintain a height of no more than twelve (12) inches unless otherwise directed by City representative.

2. Fertilizer – All landscaped areas shall be fertilized as often as needed to maintain plants in a healthy, vigorous growing condition with proper color and shape. Contractor shall coordinate fertilizer applications with City for verification. All products must be applied per manufacturer's label and be suitable for the plants being fertilized. Fertilize all ground cover with a 15-15-15 Type fertilizer four (4) times per year by the end of the first week of the following months of March, May, August and November.
3. Pre-emergent – To be completed two (2) times per year by the end of the first week of each of the following months of March and October; at the maximum allowable rate per the manufacturers labeled recommendation.

d) Tree Maintenance

NOTE: Trimming of trees taller than sixteen (16) feet shall be handled by the City's tree crew. Trees shall be maintained at a (12) foot clearance over walkways and (16) foot clearance over roadways.

1. Trees shall be pruned as required to remove broken or diseased branches. The Contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use. Trees located adjacent to vehicular and/or pedestrian trafficways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance. Extreme care shall be taken to ensure that traffic visibility is not obstructed for vehicles making turns and entering or exiting the roadway.
2. Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem, rather, spread evenly in area of drip zone. Use a well-balanced commercial fertilizer, 15-15-15.
3. Tree stakes, ties, and guides shall be checked and corrected as need. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guides as required. Replace broken stakes as required.
4. Prune trees regardless of size of tree, along sidewalks to allow eight (12) foot clearance for pedestrians and fifteen (16) feet above curb and gutters for vehicular traffic.

5. Ailing or stunted trees, which fail to meet expected growth, will receive additional nutrient treatments to correct any deficiencies.
6. Surface roots, which become maintenance or appearance problems, will be removed as required to prevent damage to adjacent areas. Coordinate removal with City Representative.
7. Under no circumstances will stripping off lower branches (raising up) of young trees be permitted without approval by the City Representative. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). If there are doubts or questions, contact the City Representative.
8. All other tree trimming will be considered as extra work.
9. To help eliminate or reduce fruit set on the heavy fruiting trees the contractor will spray material to control fruit setting, as required.

e) Vine Maintenance

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Schedule fertilization of all vines with a commercial fertilizer as indicated in FERTILIZER SCHEDULE A, or as often as required, to promote healthy appearance. Water thoroughly to prevent burning.
4. Pruning of vines will be in accordance with good horticulture practices.
5. Ivy growing on fence lines shall be kept trimmed in an aesthetically pleasing condition.

f) Mulch, Compost and Wood Chip Maintenance

1. Locations in the City that use mulch or wood chips include but are not limited to shrub areas, planters, turf areas, tree wells, parkways, medians, playgrounds, etc.
2. All wood chips and/or mulch must be kept clean and maintained. Materials shall have trash, glass, human and animal wastes, and other debris removed, and all areas hand-raked and depressions filled in on a daily basis, seven days a week, in all landscaped areas throughout the City. Planters are to be inspected weekly and materials are to be

maintained, depending on location, at a depth of 3-6 inches, or as directed by the City Representative. Purchase of replacement materials shall be supplied at no cost to the City. Replacement materials shall be higher quality planter mulch/compost/wood chips that has no visible trash, debris or foul odors. Replacement materials must be approved by the City Representative before installation.

## **12) CLEAN-UP**

- a) At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuum cleaned. Per National Pollutant Discharge Elimination System (NPDES) regulations blowing debris into streets and roadways is not allowed. Caution must be exercised when mowing or blowing around vehicles.
- b) All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's mowing operation or the end of the day, whichever occurs first.
- c) Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
- d) All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- e) All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
- f) All shrub areas not interplanted with ground cover will be raked clean of all leaves, dead branches, and debris a minimum of once a month.
- g) The Contractor shall provide a general clean-up operation on a weekly basis for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, caused by winds or normal conditions.
- h) Trashcans provided by City shall be emptied weekly. Contractor shall provide and install plastic liners for all trash cans at contractor's expense.

## **13) TRAFFIC CONTROLS**

- a) Traffic Controls – Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All contractor's employees shall be attired in approved safety gear at all times and traffic control shall be outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.). Failure to do so will result in an immediate

shutdown of activity by the City. Any work not accomplished as a result of this shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

- b) Traffic Equipment – All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to, Cal-OSHA, concerning safety and operations.

#### **14)WASTE DISPOSAL, RECYCLING, AND GREENWASTE**

- a) Prior to mowing, all trash, leaves, paper and other debris shall be removed and disposed of into a city provided dumpster. All Recyclable materials shall be removed and disposed of into a City provided recycling bin if provided or available. All green waste shall be transported to the Contractor's place of business and disposed of in a greenwaste recycling cart or bin or transported to an approved greenwaste collection facility.
- d) All trash enclosures shall be kept clean and free of trash, food, human wastes, animal wastes, or other debris. Enclosures should be swept clean or hosed off once a week. Enclosures that have foul or unpleasant odors shall have appropriate chemicals applied as necessary to eliminate the odor.

#### **15)GRAFFITI**

- a) Contractor shall be responsible for removing all graffiti from contracted areas. This includes but is not limited to picnic tables, barbeques, sidewalks, buildings, light posts, signs, playground equipment, etc.

#### **16)PLAYGROUND FACILITIES**

- a) All materials (sand, engineering/manufactured wood chips, etc.) in play areas must be kept clean and maintained for safe play. Each play lot shall have trash, glass, human and animal wastes, and other debris removed, and all areas hand-raked and depressions filled in on a daily basis, seven days a week, in the park. All play lots are to be inspected weekly and materials are to be maintained at a depth of 12 inches minimum, or as directed by the City Representative. Purchase of replacement materials shall be supplied at no cost to City.
- b) Playground equipment shall be inspected for deficiencies, or other hazardous conditions. All apparatuses shall be inspected to ensure they are working properly. Any deficient equipment must be taken out of service

using caution tape or other method as needed, and the deficiency must be immediately reported to the City Representative.

- c) Materials around the edge of the playlots shall be blown daily using a hand-held blower, and the materials shall be put back in the play lot.
- d) Decomposed granite areas shall be kept level, at grade and kept free of weeds, trash, and debris at all times. Replacement of decomposed granite shall be supplied at no cost to the City.

### **17)PARK AMENITIES**

- a) Park Amenities include but are not limited to picnic areas, concrete slabs, picnic tables, gazebos, patio covers, benches, barbeques, exercise equipment, playground equipment, lighting fixtures, drinking fountains, trash cans, trash enclosures, etc.
- b) Park Amenities shall be washed and scrubbed once a week using soapy water and scrub brushes and sanitized with disinfectant chemicals.
- c) Barbeques shall be emptied and washed out, and grills cleaned and scrubbed on a weekly basis.
- d) Gazebos shall be cleaned off with blower – Blow off entire gazebo, remove spider webs and dust, control birds, monitor spike strips, clean within gazebo.
- e) All Park Amenities should be cleaned of trash, food, human wastes, animal wastes, or other debris. Amenities that have foul or unpleasant odors shall have appropriate chemicals applied as necessary to eliminate the odor.

### **18)PARKING LOT MAINTENANCE**

- a) Contractor shall keep the parking lots free of litter and debris. They shall patrol for litter and pick up trash, leaf and any other miscellaneous debris.

### **19)WORKING HOURS**

- a) Working hours shall be no earlier than 7:00 a.m. and no later than 4:00 p.m. Emergencies are the only exception. Work days are Monday through Sunday. The exceptions are park patrolling, litter pickup, playground inspection, and leveling.
- b) The Contractor shall perform all work between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. No work shall be performed on weekends or the following City Recognized Holidays without written City approval:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday After Thanksgiving
10. Christmas Day

- c) For work performed at the Contractor's discretion on weekends and holidays that may require verification and inspection by a City employee, the Contractor shall be responsible for overtime and other related City costs.

## **20) PERFORMANCE REQUIREMENTS-SPORTS TURF MANAGEMENT**

All Sports Turf Management Tasks shall be performed on an as needed basis and billed monthly at the per unit prices. The fact that the task is listed does not guarantee that the task will be performed each year or the number of times indicated.

### a) AERATION

1. Aerate turf by removing 3/4" X 4" (minimum) cores with spacing between cores, not to exceed 6", twice over at 90 degrees. This is the minimum requirement for aeration. Failure to meet this requirement, the City will have the turf aerated by other contractors and penalties will be incurred, Liquidated Damages. All cores must be removed on the same day aeration takes place. Contractor is responsible for locating and marking irrigation and other components prior to aeration. Sports turf is aerified between 4 and 6 times per year on average.

### b) SPECIALTY AERATION

1. Specialty aeration shall be performed with a synchronous deep drill process capable of covering a minimum of 2,500-sq. ft. per hour. The process shall be performed utilizing a single machine capable of deep drilling with a sand back fill simultaneously. The machine must be capable of back-filling the drilled holes by dispensing kiln dried #20 silica sand at the rate of 1 ton per 2,500-sq. ft. The process shall be such that the fields may be used immediately after aeration has been completed. All cleaning and removal of excess debris will be the responsibility of contractor. The unit prices for this will be with the silica sand supplied by the contractor and without the application of the sand.

2. The depth of the drill hole shall be a minimum of 8" with a drill diameter of 7/8", with spacing between holes not to exceed 7 1/2" utilizing a 25" X 60" pattern or comparable pattern to accomplish the required depth and spacing.
  3. The machinery used for the aeration process shall be fitted with turf type tires so as not to damage the existing turf or leave indented tire tracks and the machinery shall be fitted with drip pans or similar equipment to minimize oil spills.
  4. Equipment operators shall be fully qualified and experienced with the type of machinery used for the aeration process and all machinery shall be maintained on a regular basis. Safety checks shall be performed on all equipment before the start of each workday.
- c) SAND TOP-DRESSING
1. Nursery grade "E" sand or approved equal, shall be applied to a depth of 1/4" using a top-dressing machine, evenly spreading the sand over the designated area. After the sand has been applied the entire area shall be dragged with a ball-field drag mat, going over the area in a circular pattern until the sand is evenly distributed and with a smooth surface.
- d) OVER-SEEDING
1. Seed shall be spread by using a broadcast type spreader and covered with a top-dressing material, all seed and material supplied by the contractor. Annual winter Rye over-seeding should be scheduled prior to one of the 1/4" organic applications. This will be billed at the per unit price plus the actual cost of the seed.
- e) INTER-SEEDING
1. Seed shall be inserted into the soil using an inter-seeding machine, applying the seed in two different directions over the designated area. After completion of the inter-seeding, the entire area is to be dragged using a ballfield type drag mat in a circular pattern and then mowed with a rotary mower set at 3" to 3 1/2" without picking up the clippings. When possible, one of the applications of 1/4" organics should be scheduled for application immediately after this process. This will be billed at the per unit price plus the actual cost of the seed.
- f) SOD
1. Sodding shall be accomplished by the removal of existing turf and soil with the use of a sod cutter (if no soil prep is to be done). New sod shall be installed and the height of the grade shall be level with existing turf and grade. All new sod areas will be rolled with an appropriate size and weight non-vibrating roller until the area is free of bumps and low spots (filling low spots will not be allowed without permission by the City

representative). Sod variety used shall be Santa Ana hybrid Bermuda (for sports fields) or 'Dwarf turf type tall Fescue, or approved equal. Some locations will require the use of sand-based sod, this shall be 85% or greater sand by volume. This will be required on fields that are sand based or where there are sub-surface drain systems.

g) ANNUAL FIELD RENOVATIONS

1. Annual field renovations are required and generally happen during the months of July and August. The contractor must have adequate staff and equipment to be able to perform this task and all required work must be completed during the first week of down time to allow for sod establishment. Note: Renovations will be going on at several parks at the same time. The contractor will be responsible for locating and reserving enough sod to complete this process. Historically we require between 50,000-sq. ft. and 60,000-sq. ft. of Santa Ana hybrid Bermuda grass sod annually. See the preceding sod specifications. Any sod that is of poor quality or does not establish within the given time period must be replaced immediately at no cost to the City.
2. Specifications for renovation process
  - a. Aerify per specifications in this section.
  - b. Remove and replace sod per specifications in this section.
  - c. Soil preparation to include applying soil amendments, roto-tilling to 6" depth, removal of excess soil, rolling and grading.
  - d. Hand watering is to be done with the use of a hose and is meant to provide adequate water daily, 7 days per week, to get the new sod rooted and established.
3. Renovation process:
  - a. The week prior to closure. identify, mark out and measure areas for sod removal with the City representative.
  - b. Schedule aeration, removal of old sod, soil preparation and delivery of new sod.
  - c. The week of closure, post field closed signs, aerify, remove old sod, prep soil, lay new sod, water and roll.
  - d. Water the sod by hand daily (for up to two weeks), until sod is established.
  - e. Replace any sod necessary. when and as directed by the City representative.
  - f. Prior to opening of the field, mow to approved height, spray tines (if required). inspect area for safety issues and problems.

h) CHEMICAL APPLICATIONS / LINE SPRAYING

1. This process will be for:
  - a. The eradication or control of undesired plants or pests, either during renovations or for maintenance purposes.
  - b. Soil amendments such as soil penetrants. The above will be billed on a time and material basis.

- c. Spraying of sport field lines weed control chemical. Line width is not to exceed 6".
- d. Spraying of sport field lines with turf paint during the season or when Community Services schedules events. The City will provide the paint and the sprayer for this.

Note: Line spraying will be accomplished with the use of a taut string line to ensure straight lines. Lines that are not straight will be re-done. In the case of chemically sprayed lines, the damaged areas will be replaced with sod at no cost to the City.

i) FILLING

- 1. Filling of low areas shall be required upon request. Overall field cover/filling will be required for correction of low areas or wet zones or to fill in old field lines. Soil that is similar in consistency for the location of the work or dry topsoil (for wet fields) will be required for this and shall be approved by the City representative and supplied by the contractor at the per unit price.

j) Synthetic Turf

- 1. Any sports fields that have synthetic turf are to have trash, leaves and other debris removed daily by use of blower. Any existing weeds are to be removed on a daily basis.
- 2. Inspect and test the cool down system once a week.

k) Fertigation

- 1. Fertilization is not needed at Esteli Park because the fields have a fertigation system installed. The fertigation system is managed by a separate Contractor and is not part of this bid.

**21) PERFORMANCE MEASUREMENT / SPECIFICATIONS – INFIELD AND OUTFIELD MAINTENANCE**

Note: These items are to be considered as part of the regular field preps and are to be included in the per unit price for a field prep:

- 1. Daily: Patching/tamping, dragging, watering, setting out bases, sweeping and weeding.
- 2. Weekly: Nail drag, water blast and edge.
- 3. Monthly: Scarify and level.

The items listed as (Extra) will be billed at the per unit price:

a) DAILY WORK REQUIREMENTS

This work will be on an as needed basis and can vary from one to five field preps per field per week, based on field use and the schedule from Community Services.

1. Patching and tamping.

The areas that usually require this are the batter's boxes, pitcher's mound/area, catcher's areas and around the bases.

  - a. Level, tamp, and wet batter's boxes
  - b. Level, tamp and wet first, second and third base peg areas
  - c. Level, tamp and wet pitcher's area
  - d. Sweep out loose brick dust.
  - e. Fill in low spot in brick dust as needed
  - f. Fill hole with water and let soak into about half the depth of the hole.
  - g. Push loose or new brick dust or fresh mound mix into the hole, mixing with water. It is generally better to use mound mix for the pitcher's mound and around home plate for better adhesion and compaction.
  - h. Let this set until firm, but still damp and then tamp.
2. Dragging.
  - a. Prior to dragging, clean out and place the plugs in all base pegs if available and hand-water the brick dust lightly to reduce dust.
  - b. Hand drag the fence lines, pitcher's mounds, outfield apron edge and base lines on turf infields with a small drag or hand rake/lute.
  - c. Drag the infield using a tight loop pattern, circular pattern or criss-cross pattern, alternating daily. Care must be taken so as not to pull the drag mat over turf, home plate or pitcher's mounds. When finished with dragging, do not pull the drag mat onto the turf as this will deposit brick dust, gravel and trash into the grass.
3. Watering.

This work will be predicated on weather conditions. If it is cool or during rainy periods less water will be needed. If it is warm or windy, more will be required.

  - a. Set out sprinklers or use manual systems after dragging and water heavily, but stop if and when water starts to puddle. Care must be taken not to over water areas that have been patched. Too much water can cause the field to become slippery and a hazard to players.
  - b. Hand water areas that may require additional water such as base lines.
  - c. When possible or applicable, hand water again just prior to games.
4. Bases.
  - a. If needed, expose the appropriate base pegs, clean it out and install bases.
  - b. Replace any plate, pitching rubber or base peg as directed by the City representative. Care must be taken to install the new plate, rubber or base peg in the same location to insure proper distances and field requirements.

5. Sweeping.
  - a. Sweep up all of the gravel and debris left from the dragging process and remove from site.
  - b. Sweep off home plate, the pitching rubbers and any bases that are out.
  - c. Sweep brick dust out of the turf along the apron edge or infield.
  - d. Sweep brick dust or other debris out of the fence lines and dugouts.
  
6. Other daily tasks as required.
  - a. Repair/correct flooded fields. (Extra) Push or drain off excess water. Fill in low areas with dry brick dust and/or Diamond Dry® or Diamond Pro®, rake this into the top 1/2" to 1" of the brick dust. Allow to set for a while (depends on how wet and how large of an area), rake again several more times. If the field is extremely wet, allow to dry until capable of walking on the brick dust without sinking. Then if directed by the City representative, scarify the entire field alternating between wet and dry areas, to mix the soils, until the area is fluffy. Allow to air out until dry enough to drag without pulling up clumps of brick dust. Drag and prep as normal.
  - b. Remove infield weeds.
  - c. Chalk fields. (Extra) To include batters boxes, foul lines, arc lines, on deck circles, coaches boxes, pitchers circle and out of play lines. Chalker and chalk to be provided by the City.
  - d. Inspect homeplate, pitchers rubber, and all base pegs for safety
  - e. Clean and sanitize ballfield drinking fountains

b) WEEKLY WORK REQUIREMENTS

These tasks are expected to be done weekly unless directed to do otherwise.

1. Nail drag.
  - a. Water lightly to prevent dust. Using a nail drag, go over the entire field in a tight circular pattern, loosening the top 3/4" to 1" of brick dust. Drag, level, and prep the field as normal. This needs to be done weekly or as directed, to keep the surfaces firm enough for good footing but soft enough to prevent injuries from sliding. Remove weeds or any debris from brickdust dragging
2. Water blast the brick dust out of the turf along the apron edge. This can only be done if there is sufficient time for drying before scheduled games.
3. Edge the infield and outfield turf with a mechanical edger, not to be a string trimmer; Remove all clippings and turf growing between the edge line and the brick dust.
4. Check sprinklers and gate/ball valves on all manual systems. Replace and repair as needed (part of the irrigation system checks from Landscape section).

c) MONTHLY WORK REQUIREMENTS

1. Drag and/or Nail drag the outfield warning tracks.
2. Scarify and level. Water heavily prior to scarifying to soften the soil and prevent dust. Mark/flag the base peg locations to prevent hitting them. Scarify with a pull type scarifier with adequate weights, or "Gill Pulverizer," using a tight circular pattern, go over the area several times to get the tines down to 1½" to 2" depth (not to exceed 3" depth). Never scarify a pitcher's mound, home plate or turf areas. The first and third base lines of turf infields shall be done by hand with a bow rake. Using the flip side of the scarifier, level the field, taking care to knock down high spots and fill in low spots. Hand rake areas as needed to complete this. After this is completed, use a turf type roller to re-compact the surface and then drag as normal.
3. Spray field lines as needed. (Extra) This is to be done with a non-selective weed control chemical unless directed to do otherwise and shall not exceed 6" in width. The lines will include foul lines, out of play lines and outfield arcs.

d) OTHER TASKS/REQUIREMENTS

1. Remove or install pitchers' mounds. The City will supply the pitcher's rubbers and mound mix for this. Each mound is to be built to the specification provided. Some fields may have multiple use mounds and will require extended sized mounds with multiple rubbers. (Extra)
2. Spray off and clean screen/fabric material on back-stops and field fences. (Extra)
3. Install/remove City supplied plastic home fences, as needed. (Extra)

e) EQUIPMENT REQUIREMENTS

The following equipment is required:

1. Tractor (equal to or larger than a 2120 Ford New Holland) with turf type tires, a front-loading bucket and a three-point hitch. Attachments to include: A Gannon blade and a Gill Pulverizer.
2. A 1 ton (minimum) dump truck to haul brick dust/mound mix and equipment.
3. A small Cushman type turf cart or infield specialty cart (such as the John Deere Bunker Rake I200A with implements).
4. Pull behind scarifier.
5. Drag mats (at least two)
6. Nail drag
7. Bow rakes and/or asphalt lutes
8. Tamper
9. Hoses (200') with high-pressure nozzles and a PJ type sprinkler on a stand.
10. Edger.
11. Minimum 100 gallon turf type roller.

12. Misc. to include but not limited to brooms, shovels, watering cans, hoe's, string line, 25', 100' and 300' measuring tapes, levels.

**22) PERFORMANCE MEASUREMENTS - HARDSCAPES**

a) ENVIRONMENTAL

1. The Contractor shall patrol all parks prior to 11 :00 a.m. at least once daily, seven (7) days per week, removing all litter from turf, planters, sandlots, walkways, parking lots, trash receptacles and dumpster enclosures; level and backfill gopher and ground squirrel holes.
2. The Contractor shall respond within one (1) hour during regular working hours to the City's direction regarding litter pick-up.
3. The Contractor shall provide plastic bag liners for trashcans in the parks. The trash-cans are provided by the City and shall be replaced by the contractor at the direction of the City representative, contractor to provide labor at no cost to the City. The cans shall be washed inside and out when necessary.
4. The Contractor shall patrol all parks as frequently as necessary to maintain clean facilities during holidays, and on high-use days. Holidays that traditionally require at least two (2) patrols daily are: Washington's Birthday, Easter week, Memorial Day, Independence Day, July 5, Labor Day and Christmas week. Peak weekends requiring two (2) patrols daily shall be all weekends during the months of May through the end of October. There shall be two (2) patrols daily during all Tournaments with the first patrol to be completed prior to 9:00a.m.
5. The Contractor shall report to the City Representative as soon as possible any unsafe or unsightly conditions observed.

b) ATHLETIC/RECREATIONAL FACILITIES:

1. Sand in play areas must be kept clean and maintained for safe play. Each sandlot shall have trash, glass, and debris removed, and all areas hand-raked and depressions filled in daily seven days a week. All sand lots are to be roto-tilled monthly to a depth of 9 inches minimum, or as directed by the City Representative.
2. Additional sand must meet the following specifications:

<b>Screen Size</b>	<b>Percent Passing</b>
4	98
8	73
16	4
30	1
50	0-1

Sand is to be added when the level gets below an unacceptable level as determined by the City (usually four (4) inches below top of curb or edge) at no expense to the City. Sand around the edge of the sandlots shall

be swept daily using a hand broom, and the sand shall be put back in the sand lot. Use of blowers will not be allowed.

3. Decomposed granite areas shall be kept level, at grade and kept free of weeds, trash and debris at all times. Replacement of decomposed granite shall be supplied at no cost to the City.
4. Picnic areas in parks, including concrete slabs and tables, shall be washed and scrubbed on Mondays and Fridays using soapy water and scrub brushes. Barbecues shall be emptied on Mondays and Fridays and washed out as directed.
5. All concrete playing surfaces shall be kept clean and weed free at all times. Airbroom\*or sweep daily and wash as needed or directed. All bleacher dugouts and seating areas shall be swept or airbroomed\* daily and washed Additionally, backstop and dugout screens shall be washed at City direction when necessary.

c) HARDSCAPES

1. All hardscape such as, but not limited to, sidewalks, curbs, mow strips, gutters, drains and drain structures, bicycle paths, medians and median noses, expansion joints and walls adjacent to City landscapes shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe.

All sidewalks and building entrances in parks and facilities shall be washed as directed with a pressure nozzle. Each park and facility is equipped with either a hose bib or quick coupler water supply device.

Use of leafblowers is only allowed between the hours of 7:00 a.m. and 5:00p.m., Monday through Sunday. Use of leafblowers outside these time periods is prohibited.

**EXHIBIT “B”**  
**COMPENSATION RATES AND CHARGES**

**FEE SCHEDULE #1: LA HABRA PARKS – GOVERNMENT BUILDINGS**

<b><u>Passive Parks</u></b>					
<b><u>#</u></b>	<b><u>Location</u></b>	<b><u>Square Footage</u></b>		<b><u>Annual Turf (Mowing) Cost (52 times per year)</u></b>	<b><u>Total Annual Maintenance Cost (Includes Mowing Costs)</u></b>
		<b><u>Parcel</u></b>	<b><u>Turf</u></b>		
1	Brio Park 300 S. Euclid St Street	51,401	51,401	\$	\$8,148.00
2	Constitution Plaza 1150 E. Whittier Boulevard	23,958	32,065	\$	\$6,984.00
3	Corona Park 701 W. 5th Avenue	7,841	4,813	\$	\$1,746.00
4	Descanso Park 170 N. Fonda Street	43,560	22,939	\$	\$3,492.00
5	El Centro Park 320 E. Erna Avenue	173,369	117,020	\$	\$17,460.00
6	Guadalupe Park 381 S. Walnut Street	214,751	43,108	\$	\$12,804.00
7	Las Lomas Park 841 S. Euclid Street	95,832	51,388	\$	\$9,312.00
8	Leslie Park 491 E. Imperial Highway	23,087	14,599	N/A (Maintained by Outside Party at No Charge)	
9	Loma Norte Park 2051 E. Brookdale Avenue	211,702	80,499	\$	\$29,100.00
10	Loma Verde Park 501 S. Walnut Street	69,696	26,989	\$	\$8,730.00
11	Montwood Park 231 E. Montwood Avenue	26,136	20,177	\$	\$4,656.00
12	Oeste Park 2300 W. Lambert Road	198,634	105,265	\$	\$18,624.00
13	Old Reservoir Park 820 E. Brookdale Avenue	47,480	16,917	\$	\$5,238.00
14	Old Settler's Park 100 W. La Habra Boulevard	3,049	0	\$	\$0.00
15	Richard's Park 701 S. Clifton Street	12,197	0	\$	\$1,164.00
16	San Miguel De Allende Park 981 N. Euclid Street	130,244	84,809	\$	\$16,296.00

17	Terazza Park 450 S. Dexford Drive	104,108	89,071	\$	\$13,968.00
18	Vista Del Valle (East) 1600 S. Idaho Street	1,162,181	403,258	N/A (Maintained by City/ Other Contractor)	
19	Vista Del Valle (Westridge) 1000 W. Risner Way	422,532	15,216	N/A (Maintained by City/ Other Contractor)	
20	Vista Grande Park 1001 W. Las Lomas Drive	764,042	151,191	N/A (Maintained by City/ Other Contractor)	
21	(Future Park) 200 W. Greenwood Avenue			N/A (Maintained by City/ Other Contractor)	
	<b><u>TOTAL</u></b>	<b>3,785,800</b>	<b>1,330,726</b>	<b>\$</b>	<b>\$157,722.00</b>

<b><u>Government Buildings / Facilities</u></b>					
<b>#</b>	<b><u>Location</u></b>	<b><u>Square Footage</u></b>		<b><u>Annual Turf (Mowing) Cost (52 times per year)</u></b>	<b><u>Total Annual Maintenance Cost (Includes Mowing Costs)</u></b>
		<b><u>Parcel</u></b>	<b><u>Turf</u></b>		
1	City Hall 110 E. La Habra Boulevard	108,464	0	\$	\$6,000.00
2	Police Department 150 N. Euclid Street	83,200	0	\$	\$3,600.00
3	Community Center 101 W. La Habra Boulevard	106,722	0	\$	\$6,300.00
4	Child Development Center 215 N. Euclid Street	22,216	0	\$	\$1,200.00
5	Youth Center 441 E. Whittier Boulevard	0	0	N/A (Maintained by Building Owner, Not owned by City)	
6	Veterans Hall / Historical Museum / Library 215, 217, 221 E. La Habra Blvd	61,855	0	\$	\$8,100.00
7	Landmark Plaza Parking Lot 223 E. La Habra Boulevard	877	0	\$	\$240.00
8	MacKinnons Parking Lot 225 E. La Habra Boulevard	398	0	\$	\$240.00
9	Gary Center 341 S. Hillcrest Street	64,412	0	\$	\$1,800.00
10	HBIC Building 841 N. Euclid Street	44,867	0	\$	\$5,400.00

11	City Public Works Yard 621 W. Lambert Road	108,029	0	\$	\$1,080.00
12	Fire Station 1 520 S. Harbor Boulevard	37,462	0	\$	\$3,500.00
13	Fire Station 2 850 W. La Habra Boulevard	24,394	0	\$	\$1,100.00
14	Fire Station 3 1000 W. Risner Way	42,689	0	\$	\$3,600.00
15	Fire Station 4 13540 S. Beach Boulevard La Mirada, CA 90638	22,583	0	N/A (Maintained by LA County Fire)	
	<b>TOTAL</b>	<b>728,166</b>	<b>0</b>	<b>\$</b>	<b>\$42,160.00</b>

<u>Reservoirs</u>					
#	<u>Location</u>	<u>Square Footage</u>		<u>Annual Turf (Mowing) Cost (52 times per year)</u>	<u>Total Annual Maintenance Cost (Includes Mowing Costs)</u>
		<u>Parcel</u>	<u>Turf</u>		
1	Westridge Reservoir 1020 W. Nicklaus Avenue	382,892	0	\$	\$8,370.00
2	Puente Hills Reservoir 1005 E. Woodcrest Avenue	161,660	0	\$	\$8,370.00
3	Risner Reservoir 1020 W. Risner Way	155,410	0	\$	\$8,370.00
	<b>TOTAL</b>	<b>699,963</b>	<b>0</b>	<b>\$</b>	<b>\$25,110.00</b>

**TOTAL FOR PASSIVE PARKS, GOVERNMENT BUILDINGS, & RESERVOIRS: \$224,992.00**