

MAINTENANCE SERVICES AGREEMENT
[Landscape Maintenance Services for City Facilities]

THIS MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this 13th day of June, 2017 by and between the CITY OF ORANGE, a municipal corporation ("City") and NIEVES LANDSCAPE INC., a California corporation ("Contractor"), who agree as follows:

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

Dana Robertson, Park and Facilities Manager (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the City's Project Manager (or designee), that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager.

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

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO MILLION ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS and 95/100 (\$2,117,598.95) without the prior written authorization of the City.

b. The annual not to exceed compensation for services performed under this Agreement shall be paid according to those scheduled in Exhibit "B".

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

3. **Payment.**

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

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

c. City will pay Contractor the amount invoiced within 35 days after the approval of the invoice.

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

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

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

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

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

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

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

10. **Term.** The term of this Agreement shall be for four years, commencing on July 1, 2017, and ending on June 30, 2021.

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

12. **Reserved.**

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

14. **Reserved.**

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

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

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

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

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

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the City, its City Council and each member thereof, and the officers, employees and representatives of the City (herein referred to collectively as the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's work under this Agreement; and

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

b. To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

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

18. Insurance.

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

b. Contractor shall maintain during the life of this Agreement, comprehensive general liability insurance or commercial general liability insurance written on an occurrence basis providing for a combined single limit of \$1 million for bodily injury, death and property damage.

c. Contractor shall maintain during the life of this Agreement, automotive liability insurance on a comprehensive form written on an occurrence basis covering all owned, non-owned and hired automobiles providing for a combined single limit of \$1 million for bodily injury, death and property damage.

d. Each policy of general liability and automotive liability shall provide that City, its officers, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to the City along with the certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01. In lieu of an endorsement, the City will accept a copy of the policy(ies) which evidences that the City is an additional insured as a contracting party.

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

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

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

h. Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the

City. In such a case, the City may procure insurance or self insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

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

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

19. **Termination.** The City may for any reason terminate this Agreement by giving the Contractor not less than five (5) days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall immediately cease work, unless the notice from the City provides otherwise. Upon the termination of this Agreement, the City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by the City shall be for cause, in which event the City may withhold any disputed compensation. The City shall not be liable for any claim of lost profits.

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

21. **Compliance with all Laws/Immigration Laws.**

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

b. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and

orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

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

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

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

c. Contractor shall require all subcontractors to make the same representations and warranties as set forth in Section b.

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

e. Contractor shall require all subcontractors to make the same verification as set forth in Section d.

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

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

22. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled. If the City is the prevailing party and uses in-house counsel in the litigation, it shall be entitled to recover

attorneys' fees at the hourly rate that Contractor is being charged by its attorney or at the in-house counsel's fully burdened rate, whichever is higher.

23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts.

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

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

CONTRACTOR"

"CITY"

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

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: Dana Robertson

Telephone No. 714- 641-3071
Email: info@nieveslandscape.com

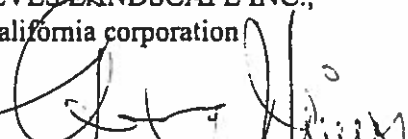
Telephone No. 714-744-7283
Email: drobotson@cityoforange.org

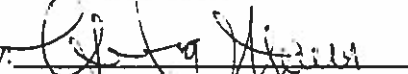
[Remainder of page intentionally left blank; signatures on next page]

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

"CONTRACTOR"

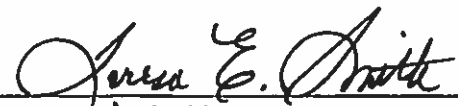
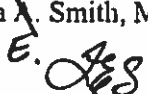
NIEVES LANDSCAPE INC.,
a California corporation

By: 
Printed Name: Greg Nieves
Title: President

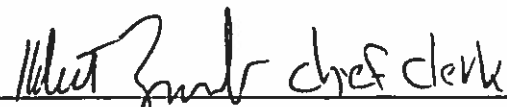
*By: 
Printed Name: Greg Nieves
Title: Secretary

"CITY"

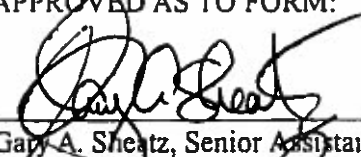
CITY OF ORANGE, a municipal corporation,

By: 
Teresa A. Smith, Mayor
E. 

ATTEST:


Mary E. Murphy, City Clerk

APPROVED AS TO FORM:


Gary A. Sheatz, Senior Assistant City Attorney

***NOTE:**

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

EXHIBIT "A"

[Behind this sheet.]

Jenn L. Hernandez

From: Jenn L. Hernandez
Sent: Tuesday, May 23, 2017 11:27 AM
To: 'Anne Cashman'
Cc: Dana Robertson; Nathan Bluhm
Subject: Nieves Agreement with the City of Orange
Attachments: Sample Insurance Forms.pdf; Nieves agr.pdf

Dear Ms. Cashman,

Enclosed is the contract between Nieves Landscape Inc. and the City of Orange that needs to be executed. Please print two (2) full copies of the contract, and have the authorized representative(s) execute all originals using **blue ink**. Please note the signature requirements in italics below the signature blocks. ***Please return the 2 original signed documents to me (address below) as soon as possible. This will be presented to City Council for approval on June 13th.*** Once contracts are executed by the City of Orange, an original will be returned to you for your file.

Please be sure to include a copy of your current insurance policy, as well as the required Additional Insured Endorsement page when the executed contracts are returned to us. The City cannot authorize you to proceed with the work or to be contractually obligated to compensate you for work performed until the City has received the requisite proof of insurance forms acceptable to the City. A sample insurance document is also attached for your reference.

If you have any questions pertaining to either the agreement or insurance, do not hesitate to call me at (714) 744-5598. You can also reach me at jlhernandez@cityoforange.org.

Thank you for your immediate attention to this matter. We look forward to a continued successful working relationship.

Kindly,

Jennifer Hernandez
Administrative Assistant
Community Services | City of Orange
230 E Chapman Avenue
Orange, CA 92866
(714) 744 5598 | jlhernandez@cityoforange.org

EXHIBIT "A"

[Behind this sheet.]

CITY OF ORANGE
REQUEST FOR PROPOSAL ("RFP")
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR
SANTIAGO HILLS ASSESSMENT DISTRICT

PROPOSAL NO: 167-29

Nieves Landscape, Inc.

Maintenance Specialists

1629 E. Edinger Avenue

Santa Ana, CA 92705

(714) 641-3071

(714) 641-8475 Fax

**LEGAL NOTICE
CITY OF ORANGE
FINANCE DEPARTMENT
300 E. CHAPMAN AVENUE
ORANGE, CA 92866**

**NOTICE INVITING PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES FOR
SANTIAGO HILLS ASSESSMENT DISTRICT
(PROPOSAL NO: 167-29)**

NOTICE IS HEREBY GIVEN that the City of Orange, a municipal corporation (the "City"), hereby invites the submission of proposals from qualified companies to provide the City with Landscape Maintenance Services for SANTIAGO HILLS ASSESSMENT DISTRICT. Copies of the Request for Proposals ("RFP") are available for the cost of reproduction by contacting the City's Department of Community Services, which is open for business from 7:30 a.m. to 5:30 p.m. on Mondays through Thursdays, at:

230 E. Chapman Avenue
Orange, California, 92866

Attention: Nathan Bluhm, Landscape Coordinator
Telephone: 714-532-6491
Email: nbluhm@cityoforange.org

Responses to the RFP must be received in accordance with the requirements set forth in the RFP by not later than 2:00 p.m. on Thursday, March 23, 2017.

Please note that there will be a general information meeting to be held at 9:00 a.m. on, Tuesday, March 14, 2017 at 230 E. Chapman Avenue, Orange, CA 92866, which will be followed by a tour of the Assessment District.

It is the City's goal to present a recommendation for the award of a contract to the successful proposer to the City Council at its regular meeting of May 09, 2017.

City of Orange
Glenn J. Kaye Purchasing Officer
(714) 744-2254

INSTRUCTIONS TO PROPOSERS

1. **SCOPE OF WORK.** The City of Orange, a municipal corporation (herein referred to as the "City"), is requesting proposals from qualified companies to provide landscape maintenance services for the SANTIAGO HILLS ASSESSMENT DISTRICT. The scope of work for the SANTIAGO HILLS ASSESSMENT DISTRICT is described within Attachment No. 3 hereto. All proposals must include separate line item costs for Exhibit E (Rancho Santiago College street scene), and Exhibit F-2 (Fire/Police Facility) as described within Attachment No. 3 hereto.

2. **WHERE AND WHEN TO SUBMIT PROPOSALS.** Proposals must be complete and sealed. Five (5) copies of each proposer's proposal along with one (1) separate, sealed cost proposal, must be submitted to the Office of the City Clerk, located at 300 East Chapman Avenue, Orange, California, 92866 (Attention: Nathan Bluhm) not later than 2:00 p.m. on Thursday, March 23, 2017.

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

3. **PROPOSAL INQUIRIES, INSTRUCTIONS AND QUESTIONS.**
The City representative from whom proposers will receive instructions:

Nathan Bluhm, Landscape Coordinator
230 East Chapman Avenue, Orange, California 92866
Telephone: (714) 532-6491
Email: nbluhm@cityoforange.org

Please note that Mr. Bluhm will lead a pre-proposal general information meeting followed by a site visit to the SANTIAGO HILLS ASSESSMENT DISTRICT. Please meet Mr. Bluhm at 9:00 a.m. Date: Tuesday, March 14, 2017, in the offices of the Community Services Department located at 230 East Chapman Avenue in the City of Orange. Proposers are strongly encouraged to attend this meeting and site visit prior to submitting their proposals.

Questions regarding this RFP should be directed only to Mr. Bluhm. Do not contact any other City employee or official regarding this RFP. If any person or firm contemplating the submittal of a proposal in response to this RFP is in doubt as to the true meaning of any part of this RFP, he/she/it may submit to Mr. Bluhm a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this RFP will be made only by addendum, duly issued by Mr. Bluhm. Copies of such addenda will be emailed or delivered to those persons who have received this RFP.

4. **SIGNATURES ON PROPOSAL; PROOF OF AUTHORITY.**

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

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

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

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

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

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

IMPORTANT: Proposals may be rejected if the proper documentation is not provided.

5. **EXAMINATION OF PROPOSAL.** Each proposer is responsible for examining this RFB, including all attachments hereto, and submitting its bid complete and in conformance with these instructions.

6. **CONDITIONS OF SITE/WORK.** Each proposer shall carefully examine the attached specifications and exhibits and attachments to this RFP, as well as all of the project sites, to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

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

8. **REQUIRED INFORMATION.** The proposer is required to complete, execute and deliver with its proposal the following:

- A. A Statement of Required Information and Experience in the form attached hereto as Attachment No. 1; and,
- B. Certificate of Non-collusion in the form attached hereto as Attachment No. 2;

9. **BUSINESS PLAN & PRESENTATION.** Proposers shall include a comprehensive Business Plan in their proposal, detailing how they propose to meet the expectations of the City and its landscape Specifications for SANTIAGO HILLS ASSESSMENT DISTRICT. The Business Plan should define why your firm should be considered to enter into a contract with the City to provide the services described in this RFP and what separates your firm from others that may be proposing to provide similar services to the City.

The firms with the proposals that are considered to be most responsive will be selected to present their Business Plan to the City's selection committee. The committee will select the firm that best meets the needs of the City for Landscape Maintenance Services to SANTIAGO HILLS ASSESSMENT DISTRICT. The Business Plan of the firm selected to enter into an agreement with the City will be considered part of the firm's proposal and be incorporated into the agreement with the City. All statements, conditions, and representations contained in the Business Plan shall be considered as contractual obligations.

10. **BONDS.**

(a) **Proposal Bond.** Each proposer must submit with his/her/its proposal a proposal bond or certified check payable to the City of Orange and drawn on a solvent bank of the United States of America in a sum not less than 10% of the contract amount for the first year of the term of the contract. All proposal bonds shall be submitted upon Standard AIA forms; or a satisfactory bond of an amount of not less than 10% of such proposal as a guarantee that the proposer, if awarded a contract, will execute and deliver such contract to the City within fifteen (15) days after notice of the award. If the proposer to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within fifteen (15) days after notice of the award, the City shall declare the proposal security to be forfeited, and the money or bond for the proposal security shall be deposited into the City Treasury.

For those proposers who are not awarded the contract and have submitted a certified check in lieu of a proposal bond, the certified check received from such proposers shall be returned to the proposers in question upon the City's award of a contract to the successful proposer.

(b) **Payment Bond.** The successful proposer shall submit a Payment Bond to the City's Purchasing Officer (300 East Chapman Avenue, Orange, California 92866) in accordance with the requirements of Sections 3247 and 3248 of the California Civil Code. The bond shall be in a sum not less than 100% of the contract amount for the first year of the term of the contract and increased for any Extension term to the amount of the contract for each particular Extension term. The bond shall be submitted within fifteen (15) days of notice of the award. Said bond shall be submitted using Standard AIA forms and shall be in a form acceptable to the City Attorney.

11. **CERTIFICATE OF INSURANCE REQUIREMENTS.** Before any work can commence, the selected proposer will be required to execute a written contract in substantially the form attached hereto as Attachment No.4, with such changes therein as the City determines, in its sole and absolute discretion, to be necessary. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the attached contract. Proof of insurance is not required

to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract attached hereto as Attachment No. 4.

12. **WITHDRAWAL OF PROPOSAL**. Any proposer may withdraw its proposal, either personally or by telegraphic or written request, at any time prior to the date and time set for the proposals being due.

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

14. **SPECIFICATIONS NOT CONTRACTUAL**. Nothing contained in this RFP shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP.

15. **NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT**. All responses to this RFP accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the proposer as business or trade secrets and plainly marked as "trade secret", "confidential" or "proprietary". Each element of a proposal which a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act, or otherwise by law (despite the proposer's request for confidentiality), the City shall not, in any way, be liable or responsible, for the disclosure of any such records or part thereof.

16. **EVALUATION OF PROPOSALS**. The response to this RFP should contain documentation of a proposer's credentials and expertise in this field. Consideration will be given to proposers with demonstrable and documented experience in similar work. The Landscape Coordinator and an evaluation committee will review the responses received and interview the companies who submit the most responsive proposals. The following evaluation criteria and weights will be used to evaluate the proposals:

A. Past Performances (30%)

1. Past record of performance on contracts of similar size and scope with cities or other governmental agencies including such factors as reliability, adherence to specifications and compliance with contract terms and conditions;
2. Past record of performance on contracts of similar size and scope with private sector companies including such factors as reliability, adherence to specifications and compliance with contract term and conditions;
3. Acceptable, verifiable references and site reviews.

B. Capability and Experience of Contractor (25%)

1. Ability of proposer and his/her/its sub-contractors, if any, to obtain the staff and equipment necessary to perform the work and specifications outlined in the proposer's business plan;
2. Training and safety precautions taken to perform specifications;
3. Proposer's financial ability to provide uninterrupted landscape services throughout the term of the agreement;

4. Experience of lead worker and maintenance staff assigned to the contract; and,
5. Experience of supervisory and management staff assigned to the contract.

C. Business Plan & Approach to Work (under this contract) (25%)

1. Proposer's demonstration via business plan to program and execute aggressive landscape services for the start-up of this contract work;
2. Business plan presents an integral professional level of quality work which indicates full compliance to work specifications as pertaining to this contract work;
3. Proposer presents in business plan observations of suggested work required to be performed to improve any of the sites herein noted for this contract work.

D. Cost of Proposal (20%)

1. Cost of base proposal;
2. Cost of specialized services; and
3. Cost of Add Alternates (if any are requested).

17. **FOLLOW-UP OF EVALUATION PROCESS BY PROPOSER.** Contractors may follow up on the evaluation of the proposals by contacting Nathan Bluhm, via e-mail: nbluhm@cityoforange.org or by phone: (714) 532-6491.

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

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

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

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

18. **AWARD OF CONTRACT.** Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract substantially in the form attached hereto as Attachment No. 4. Except as otherwise provided below, the term of the contract will be four (4) years and the proposal must set forth in its response to the RFP the cost, including unit prices, that the proposer will charge the City for the performance of its work and services for each year of the term.

For each of the second through fourth years of the term of the contract, the City shall have the right to terminate the contract if the City Council fails to appropriate the necessary funds for payment in each applicable fiscal year (commencing July 1st) as part of its annual budget.

19. **PREVAILING WAGES.** While the work which will be the subject of the contract to be awarded to the lowest responsible proposer is not a "public project" (as that term is defined in Section 22002 of the Public Contract Code of the State of California), Section 1771 of the California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the proposer's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, the proposer will be required, together with any subcontractor under it, to pay not less than the specified prevailing rates of wages to all such workmen. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations (www.dir.ca.gov/DLSR).

Accordingly, the Proposer selected by the City to enter into a contract for the work, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workmen employed in the form attached to this RFP as Attachment No. 4.

20. **EMPLOYEE INFORMATION AND QUALIFICATIONS.** All persons employed by the proposer selected to enter into a contract with the City must be eligible to work in the United States. In addition, the contractor shall not employ a registered sex offender to perform work under the contract awarded by the City. The proposer selected to enter into a contract with the City will be required to deliver to the City before the commencement of work and, thereafter, during the term of the contract for each and every employee or prospective employee hired to perform work under the contract the following:

A. Employment Eligibility of Employees through the 3-Verify Program: Records sufficient to establish that it has compiled with the electronic verification of work authorization program of the illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended and operated jointly by the United States Department of Homeland Security and the United States Social Security Administration, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, PUB.L. No. 99-603. The proposer selected by the City shall retain such records for the duration of such employee's employment. The records maintained shall be immediately made available to the City for inspection and audit upon written notice to the contractor by the City Manager; and

B. A color photocopy of a current and active California Driver's License for each and every employee assigned to perform work or each and every prospective employee to be hired. No personnel of the Proposer shall perform or commence to perform any services to the City unless and until the City has conducted and completed to its satisfaction a Megan's Law check through the Sex Offender Tracking program at the California Department of Justice.

ATTACHMENT NO. 1

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

ATTACHMENT NO.1

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

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

1. The proposer shall provide the following:

A. Company Name: Nieves Landscape, Inc.

B. License Number: 674709

C. License Class: C 27

D. License Expiration Date: 7/31/2017

2. Number of years experience as a licensed Contractor engaged in landscape maintenance work for public agencies 21.

3. List a minimum of three (3) public agencies contracts for work similar in nature and scope to the work for which this proposal is being submitted; proposer's are encouraged to list up to five (5) public agency contracts for reference. (Please refer back to Instruction to Proposers – within previous section - item 16. Evaluation of Proposals, for weight given to contact references.) Such work or contracts must have been performed or under contract during the past five (5) years.

A. Name: City of Walnut

Address: 21201 La Puente Road

City: Walnut State: CA Zip: 91788-0682

Contact: Carol Partridge Telephone: (909) 348-0751

Type of Project: Mowing, Edging, Turf Management, Parks, Shrub & Groundcover, Facility & Trees

Contract Duration: 9 Years Contract Amount: \$ \$103,000.00

B. Name: City of Laguna Hills

Address: 24035 El Toro Road

City: Laguna Hills State: CA Zip: 92653

Contact: Ryan Hanley Telephone: (949) 322-8562

Type of Project: Mowing, Edging, Sports Turf, Parks, Shrub & Groundcover, Facility & Trees.

Contract Duration: 8 Years Contract Amount: \$ \$80,000.00

C. Name: City of Laguna Woods

Address: 24264 El Toro Road

City: Laguna Woods State: CA Zip: 92637

Contact: April Baumgarten Telephone: (949) 639-0568

Type of Project: Mowing, Edging Shrub & Groundcover, Trees & Rodent Control.

Contract Duration: 6 Years Contract Amount: \$ \$11,000.00

D. Name: City of Lake Forest

Address: 25550 Commercecentre Drive

City: Lake Forest State: CA Zip: 92630

Contact: Oscar Garcia Telephone: (949) 461-3576

Type of Project: Park Maintenance, Sport Fields, Slopes & Dog Parks

Contract Duration: 6 Years Contract Amount: \$ \$900,000.00

E. Name: City of Mission Viejo

Address: 27204 East La Paz Road

City: Mission Viejo State: CA Zip: 92692

Contact: Jerry Hill Telephone: (949) 795-8405

Type of Project: Mowing, Edging, Sports Turf, Parks, Shrub & Groundcover, Facility & Trees

Contract Duration: 5 Years Contract Amount: \$ \$130,000.00

4. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

5. The Proposer shall check Box A or B, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A:

A The undersigned DOES NOT INTEND to subcontract any portion of this project.

B The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (Note: Refer to Sections 4100 through 4113 of the California Government Code for the portion of work for which subcontract disclosure is required with the proposal.)

For each subcontractor to be used for the performance of work under this RFP, please identify the name of the subcontractor, the contact person, address and telephone number, a description of the type of work to be performed by each subcontractor and the percentage that its work represents to the whole:

N/A

6. PROPOSED MANPOWER AND EQUIPMENT PROGRAM

Identify on the line adjacent to each of the following line item, the number of people by position, equipment and types that your company proposes to assign the work described in the attached Landscape Maintenance Specifications on a weekly basis.

A. Manpower Program:

1) Supervisor 1-40 Hours Per Week

2) Maintenance Foreman 1 man/40 hours (minimum) 1-40 Hours Per Week

3) Irrigation Technician 1 man/40 hours (minimum) 1-40 Hours Per Week

3) Maintenance Laborers 5 man/40 hours (minimum) 5-200 Hours Per Week

4) Pest Control Applicator 1-8 Hours Per Week / As Needed

5) Mowing Crew Size (manpower) 4-64 Hours Per Week

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

Name of Supervisor: Tony Gomez

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

PLEASE SEE ATTACHED RESUME

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

PLEASE SEE ATTACHED RESUME

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

Name of Foreman: Doug Curtis

PLEASE SEE ATTACHED RESUME

Foreman's previous work experience (List all pertinent work experience executing foreman responsibilities only, list time period of experience and include names of all other companies, phone numbers and name of respective supervisor's, superintendent or director overseeing foremen.)

PLEASE SEE ATTACHED RESUME

D. Equipment Program:

1) Mowing Equipment

(a) Number & Type of Mowers:

Qty. 2 Type Exmark Lazerz - 72" Mower

Qty. 2 Type Exmark Lazerz - 60" Mower

Qty. 2 Type Honda 21" Mower

Qty. 2 Type TMC Weed Eater

Qty. 2 Type Honda Edgers

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

2) Other Equipment

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

(a) Irrigation Truck (min. 1 required adequately stock w/supplies) Yes

(b) Calsense Remote Control

(c) F-350 Spray Rig with a 300 Gallon Tank Attached

(d) Hedge Trimmers

(e) Pole Saws

(f) Chain Saws

(g) Blowers

(h) 4 Gallon Back Pack Sprayers

(i) Construction Signs, Warning Devices, Delineaters & Regulatory Signs

(j) Towable Arrow Board

(k) John Deer Tractor PTO-3520

(l) Areators - PTO & Walk Behind

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

7. PROPOSED MAN-HOURS

A. WEEKLY MAINTENANCE

MAN-HOURS/WEEK

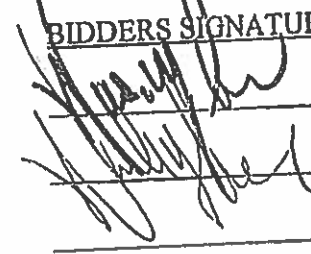
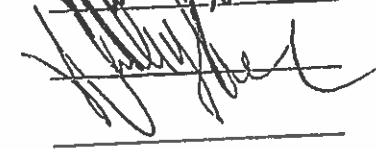
Supervision	<u>40</u>	<u>man-hours/week</u>
Weed Control	<u>20</u>	<u>man-hours/week</u>
Turf Care	<u>40</u>	<u>man-hours/week</u>
Ground Cover Care	<u>30</u>	<u>man-hours/week</u>
Shrub and Vine Care	<u>30</u>	<u>man-hours/week</u>

Walkway /Hardscape Care	<u>20</u>	man-hours/week
Trash Collection & Disposal	<u>4</u>	man-hours/week
Surface Drainage Facilities	<u>2</u>	man-hours/week

B. SPECIALTY MAINTENANCE

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

8. **BIDDER SHALL SIGNIFY RECEIPT OF ALL ADDENDA HERE, (IF ANY)**

<u>ADDENDUM</u>	<u>DATE RECEIVED</u>	<u>BIDDERS SIGNATURE</u>
<u>#1</u>	<u>3/16/2017</u>	
<u>#2</u>	<u>3/21/2017</u>	
_____	_____	_____
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CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274

ADDENDUM #1

For

Request for Proposal No. 167-29
Landscape Maintenance Services for
Santiago Hills Assessment District (SHAD)

March 16, 2017

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of Request for Proposal No. 167-29

1. Regarding additional bid sheets for years 2-4 (sheets attached as part of this email).
2. Bid Bonds will not be a requirement of this RFP. The contractor who is successful in being awarded this Landscape Maintenance Contract will be required to provide a performance bond or an alternative monetary guarantee that will be equivalent to three (3) months of the annual contract amount.
3. Employment Eligibility will be required through E-Verify (typing error shows it as 3-Verify).
4. Trash can count is approximately 12 cans - City provides liners.
5. Trash and green waste from the contract area may be dumped at the City yard located at Struck and Batavia.
6. Seasonal Color is not a part of this contract.
7. Contractor will be required to provide weekly meter readings at approximately 29 meters.
8. The Pre-Proposal General Information meeting held on Tuesday, March 14th was not a mandatory meeting.

Respectfully Submitted

Nathan Bluhm, Landscape Project Coordinator
(714) 532-6491 nbluhm@cityoforange.org



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274

ADDENDUM #2

For

**Request for Proposal No. 167-29
Landscape Maintenance Services for
Santiago Hills Assessment District (SHAD)**

March 21, 2017

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of Request for Proposal No. 167-29

- 1. Regarding typing error on page 9 of 40 (Attachment No. 3). On the Bid Proposal Schedule under item I. Santiago Hills Maintenance Assessment District 86-2: exclude Exhibit E from the total for Item I. Exhibit E is included under item II. As a separate cost.**

Respectfully Submitted

**Nathan Bluhm, Landscape Project Coordinator
(714) 532-6491 nbluhm@cityoforange.org**

ATTACHMENT NO. 2

**FORM OF
CERTIFICATE OF NON-COLLUSION**

(Behind this sheet.)

ATTACHMENT NO. 2

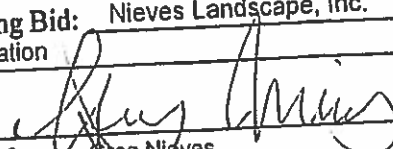
FORM OF
CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

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

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

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

Name of Entity Submitting Bid: Nieves Landscape, Inc.
 Type of Entity: Corporation
 By: 
 Printed Name: Greg Nieves
 Title: President

By: Anne Cashman
Printed Name: Anne Cashman
Title: Office Manager

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

Telephone Number: 714-641-3071
FAX Number: 714-641-8475

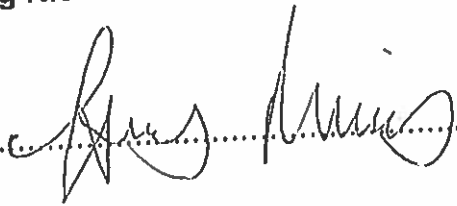
Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

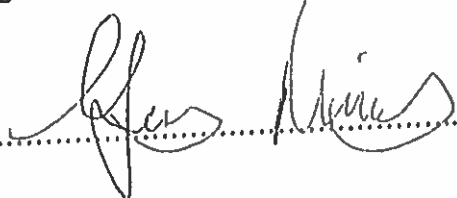
Re: Proof of Authority for Santiago Hills Assessment District 167-29

This proposal is being submitted by Nieves Landscape, Inc. therefore requiring signatures from the President and Secretary are included to validate this proposal.

...Greg Nieves.....President.....Date.....3/20/17

..........

...Greg Nieves.....Secretary.....Date.....3/20/17

..........

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

Re: City Of Orange Business Plan 167-29

Introduction

We would like to take the opportunity to give you a brief background of our company. Nieves Landscape, Inc. is a full service company with over 200 employees established as a sole proprietorship in 1985 and incorporating in 1991, holding both landscape C-27 contractors and pest control licenses. We believe our location in Santa Ana provides us with an excellent base from which to service your *Santiago Hills Assessment District in Orange*. It is our firm's commitment to provide detailed and efficient maintenance and tree trimming services. Our Supervisors monitor each crew's performance and projects are walked on a continuous basis. Daily communication is maintained with the inspectors and staff through Verizon Phone/Radio equipment. Our office has 24-hour emergency answering service that helps us respond promptly to any emergency.

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

- To provide the Supervision, Labor, equipment, and materials necessary to maintain all of the Santiago Hills Assessment District in a manner of highest landscape quality.
- Including all weekly and monthly reports, schedules prior to commencement of the following weeks work, disposal, hardscape care, graffiti removal, proactively identifying and eliminating safety hazards, maintaining turf to include aerating, overseeding, dethatching, maintain ground cover, shrubs, vines, trim trees up to fifteen feet from ground, inspection, proper fertilization per schedule, providing pest and weed control as needed per yearly maintenance task schedule, and inspection and repair of irrigation system.

Summary Sheet

We believe we are the best qualified firm for the services required. That is a proven statement that can be supported with other contracts of similar work that we have listed on our reference sheet. These City Inspectors will confirm satisfaction regarding our level of proactive commitment to each responsibility set forth in their contract. From the owner's hands on approach to the length of our existing long-term accounts and employees, we take pride in our work and it shows. We feel the RFP for the City of Orange will require a Supervisor, an Irrigator, a Foremen with five Grounds men each in separate trucks for detail service and as needed a Certified Pest Control Applicator "QAL" for pest and weed control services.

Our communication and follow thru sets us apart from other companies. We implement written daily duties through a weekly schedule. These duties tie into the annual schedule. We will give reports of areas that need attention or have a concern with prior to being asked from our inspector. We understand that it is a team effort to get the work accomplished together. We hope for the opportunity to have a face-to-face meeting to qualify ourselves as well as answer any questions.

Our Corporate President is Greg Nieves and our Management Contact is Walter Sato. The Supervisor for day-to-day operations shall be Tony Gomez. We have included Doug Curtis as our Landscape Irrigator/Assistant Supervisor. We are also including two other Detail Service Crew Forman.

Greg Nieves, Corporate President, Owner of a 30-year old successful business. He has been in the landscape field for over 40 years providing rewarding landscape maintenance to various projects. We feel the experience starts at the top.

Walter Sato, Management Contact, Walter has been working in the landscape field for over 29 years.

Tony Gomez, Supervising Manager, Tony has been working as a supervisor in the landscape field for 10 years.

Doug Curtis, Landscape Irrigation/Supervision, Doug has been working in landscape field for 16 years.

Resumes for Walter Sato, Tony Gomez, and Doug Curtis are included.

Walter Y. Sato

1629 E. Edinger Avenue
Santa Ana, CA. 92705

Office: (714) 641-3071
Cell: (714) 936-8862

Email: wsato@nieveslandscape.com

LANDSCAPE SALES/MANAGEMENT

New Business Development / Networking & Relationship Building
Consultative & Solution Sales / Contract Negotiations / Key Account Management

PROFILE: Rewarding 29-year history in landscape related fields. Remain on the cutting-edge, driving new business through key accounts and establishing strategic partners to increase revenue.

- Team player with an understanding of overhead, profit, and strategies to maintain a high level of excellence.
- Outstanding success in building and maintaining relationships with key decision-makers, establishing large-volume, high-profit accounts with excellent levels of retention and loyalty.
- Exceptionally well organized with a track record that demonstrates self-motivation, creativity, and initiative to achieve personal and company goals.

PROFESSIONAL EXPERIENCE

- 2008 – 2017 Nieves Landscape Inc., CA.
Sales/Management
- 2003 – 2008 Exterior Art Landscape, Laguna Niguel, CA.
Owner
- 2001-2003 Earthscaping Landscape Artistry, Costa Mesa, CA.
Sales/Management

Establish and maintain contacts to receive opportunities to provide accurate proposals. Proceed to have face-to-face meeting to go over proposal with decision makers. Upon selling job create labor and material budget, time lines,

and profitability statement for owner. Supervise and manage all aspects of account.

Walter Y. Sato (Page 2)

2000-2001 **Park West Landscape, Rancho Santa Margarita, CA.**
President of Business Development

Track and receive blueprints on very large commercial jobs. Sell and market to existing and new clients. Territory included everything east of the 15 freeway to Arizona. Six million dollar goal obtained.

TECHNICAL SKILLS

Skilled with Windows 95, 98, NT, 2000, ME, and XP, MS Office (Word, Power Point, Excel, Access, Project, and Outlook), and Quest with Digitizer 2400. Pest Control License Holder

Tony Gomez

1629 E. Edinger Avenue
Santa Ana, CA. 92705

Cell: (714)602-0295
Fax: (714) 641-8475

Email: agomez@nieveslandscape.com

LANDSCAPE MANAGEMENT

Manage High Profile Accounts

PROFESSIONAL EXPERIENCE

2007 – 2017 Nieves Landscape, Inc., CA.
Superintendent

Tony has been responsible for all aspects of our current Orange Maintenance Contract. We have had that contract since 2012 and have had contract extensions. He also has maintained school districts, homeowner associations, and various other accounts. With an understanding of fertilizer, chemicals, irrigation, and management style he has proven to provide the highest level of detailed maintenance.

TECHNICAL SKILLS

Skilled with Windows 95, 98, NT, 2000, ME, and XP, MS Office (Word, Power Point, Excel, Access, Project, and Outlook), and is Certified in Water Management.

Doug Curtis

1629 E. Edinger Avenue
Santa Ana, CA. 92705

Cell: (714) 641-3071
Fax: (714) 641-8475

Email: dcurtis@nieveslandscape.com

LANDSCAPE IRRIGATION/SUPERVISION

Supervision of High Profile Accounts / Certified Irrigation Specialist

PROFESSIONAL EXPERIENCE

2008 – 2017 Nieves Landscape, Inc., CA.
Irrigation/Supervision

Doug has been an Irrigator/Assistant supervisor for all aspects of the current Orange Calsense Parks Contract. We have had that contract since 2012 and have had two contract extensions. He also has maintained school districts, homeowner associations, and various other accounts. With an understanding of high tech irrigation, and management style he has proven to provide the highest level of detailed maintenance.

TECHNICAL SKILLS

Certified in Water Management

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

EQUIPMENT

- (1) John Deer-1600 Reel Mower 108" Mower 2009
- (1) Exmark Lazerz- 72" Mower 2007
- (1) Exmark Lazerz- 60" Mower 2006
- (1) Scags- 36" Mower 2005
- (2) Self Propelled Misc. Brands-21" Mowers 2007
- (2) Power Trim Edgers 2009
- (2) Kawasaki Weed Eaters 2010
- (2) Echo Extended Hedge Trimmers 2009
- (2) Echo Blowers 2010
- (1) Bluebird Dethatcher 2007
- (1) Turf Vacuum / Power Rake 2011
- (1) Bluebird Walk Behind Aerator 2008

- (1) John Deer Tractor PTO 3520 2009
 - Attachment for dethatching
 - 60" Aerator Tow Behind
 - P.T.O. Fertilizer Spreader (300lb)
 - Drop Seeding Attachment
 - Top Dressing Attachment
 - Flail Mowing Attachment

(3) Chain Saws and Associated Safety Equipment. 2009

(2) Solo 4 Gallon Backpack Sprayers. 2010

(2) Towable Arrow Boards 2006

(5) Construction Signs, Warning Devices, Delineators, & Regulatory Signs.

(1) Calsense Remote Control Transmitter & Receiver.

All Necessary Hand Tools for Completion of Maintenance Services.

ALL TRUCKS WILL BE WHITE WITH A BLUE COMPANY NAME, LOGO, AND PHONE NUMBER.

BACK UP EQUIPMENT AVAILABLE

(1) John Deer-997 72"

(4) Exmark Lazer- 72"

(4) Exmark Lazer- 60"

(4) Scags- 42"

(4) Scags- 36"

(10) Self Propelled Misc. Brands-21"

(8) Power Trim Edgers

(8) Kawasaki Weed Eaters

(8) Echo Extended Hedge Trimmers

(8) Echo Blowers

(3) Bluebird Dethatcher

(3) Turf Vacuum / Power Rake

(2) Towable Arrow Boards

(15) Construction Signs, Warning Devices, Delineators, & Regulatory Signs.

(6) Calsense Remote Control Transmitter & Receiver.

(6) Solo 4 Gallon Backpack Sprayers.

Additional Hand Tools for Completion of Maintenance Services.

City of Orange Santiago Hills Assessment District												
Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Turf Removal -	X	X	X	X	X	X	X	X	X	X	X	X
Word Control - Hand and Herbicide Removal	X	X	X	X	X	X	X	X	X	X	X	X
Turf Applications -												
Pre-Emergent Broadleaf Weeds	X	X	X	X	X	X	X	X	X	X	X	X
Broad Spectrum Fungicide	X	X	X	X	X	X	X	X	X	X	X	X
Mowing Turf -												
Aeration	X	X	X	X	X	X	X	X	X	X	X	X
Aeration on Sports Turf	X	X	X	X	X	X	X	X	X	X	X	X
Topdressing	X	X	X	X	X	X	X	X	X	X	X	X
Vertical Mowing	X	X	X	X	X	X	X	X	X	X	X	X
Dehatch	X	X	X	X	X	X	X	X	X	X	X	X
Sports Turf Overseeding	X	X	X	X	X	X	X	X	X	X	X	X
Sports Turf Topdressing	X	X	X	X	X	X	X	X	X	X	X	X
Sports Turf Venturiing	X	X	X	X	X	X	X	X	X	X	X	X
Winter Rye Grass Over seeding	X	X	X	X	X	X	X	X	X	X	X	X
Summer Over seeding of Turf	X	X	X	X	X	X	X	X	X	X	X	X
Chemical Edging	X	X	X	X	X	X	X	X	X	X	X	X
Landscape Maintenance -												
Tree Safety and Sidewalk Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Tree Pruning	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Pruning	X	X	X	X	X	X	X	X	X	X	X	X
Vine Pruning	X	X	X	X	X	X	X	X	X	X	X	X
Ground cover Pruning	X	X	X	X	X	X	X	X	X	X	X	X
Pre-Emergent Tree Spraying	X	X	X	X	X	X	X	X	X	X	X	X
Mulching (40 Yards)	X	X	X	X	X	X	X	X	X	X	X	X
Rodent/Pest Control -												
As Required	X	X	X	X	X	X	X	X	X	X	X	X
Sand-												
Rake and Level	X	X	X	X	X	X	X	X	X	X	X	X
D.G., Dirt, and Hardscape Maintenance-												
As Required	X	X	X	X	X	X	X	X	X	X	X	X
Fertilization -												
Turf Fertilization Schedule												
Per Schedule 12-4-6	X	X	X	X	X	X	X	X	X	X	X	X
Bermuda 12-4-6	X	X	X	X	X	X	X	X	X	X	X	X
Best Soil Buster 2-3-0	X	X	X	X	X	X	X	X	X	X	X	X
Shrubs and Ground Cover												
Gro Power 5-3-1	X	X	X	X	X	X	X	X	X	X	X	X
15-15-15	X	X	X	X	X	X	X	X	X	X	X	X
Synthetic Field Maintenance-												
Daily Duties	X	X	X	X	X	X	X	X	X	X	X	X
Weekly Duties	X	X	X	X	X	X	X	X	X	X	X	X
Monthly Duties	X	X	X	X	X	X	X	X	X	X	X	X
Annually Duties	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Maintenance -												
Irrigation Inspection and Testing	X	X	X	X	X	X	X	X	X	X	X	X

ATTACHMENT NO. 3

LANDSCAPE MAINTENANCE SPECIFICATIONS
for
SANTIAGO HILLS ASSESSMENT DISTRICT, 86-2



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INTRODUCTION

This proposal document was prepared to provide landscape maintenance specifications and a proposed program with special landscape maintenance conditions specific to **Santiago Hills Assessment District, 86-2**.

Santiago Hills Assessment District, 86-2 includes Assessment District 86-1, Handy Creek Corridor, Paseo Greenbelts, Park Slope area, Newport Boulevard, Jamboree Road, Chapman Avenue, Santiago Canyon Road, Canyon View Avenue, Fort Road, Fire/Police Facility and Old Camp Road.

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

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

SCOPE OF WORK

All maintenance areas for the City of Orange **Santiago Hills Assessment District, 86-2**, herein collectively referred to as "Contract Area" with corresponding maintenance maps for Exhibits **A through P** are listed below with specific work items to be maintained at each area and referenced to the maintenance specification for procedures at each area.

1. SANTIAGO HILLS ASSESSMENT DISTRICT, 86-2:

SPECIFIC WORK TASKS

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

PROPOSAL NOTES:

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

**SANTIAGO HILLS ASSESSMENT DISTRICT 86-2
SQUARE FOOTAGE SUMMARY**

A. Exhibit A - Chapman Avenue Streetscene and Medians:

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

B. Exhibit B - Newport Boulevard Streetscene and Medians:

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

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

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

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

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

E. Exhibit E - Rancho Santiago College Streetscene:

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

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

1. North and South Parkways:

- a. Turf and Trees.....3,960 s.f.
- b. Groundcover with Trees, Shrubs and Vines.....3,960 s.f.
- c. Approximate Total Landscape Area.....7,920 s.f.

2. Fire/Police Facility:

- a. Turf and trees.....2,070 s.f.
- b. Groundcover with Trees and Shrubs.....11,880 s.f.
- c. Approximate Total Landscape Area.....13,950 s.f.

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

- 1. Turf and Trees.....13,730 s.f.

- 2. Groundcover with Trees and Shrubs.....9,770 s.f.
- 3. Approximate Total Landscape Area.....23,500 s.f.

H. Exhibit H - Old Camp Road Streetscene:

- 1. Ground cover and Shrub.....1,850 s.f.

I. Exhibit I – Paseo Greenbelt between Lots 16 and 18:

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

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

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

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

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

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

- 1. Turf and Trees.....87,950 s.f.
- 2. Groundcover with Trees and Shrubs.....112,200 s.f.
- 3. Approximate Total Landscape Area.....200,150 s.f.

M. Exhibit M - Handy Creek Drainage Easement:

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

N. Exhibit N – Paseo Greenbelt:

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

O. Exhibit O - Park Slope:

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

P. Exhibit P - Newport Boulevard and Skylark Place:

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

**SANTIAGO HILLS ASSESSMENT DISTRICT, 86-2
TOTAL SQUARE FOOTAGE SUMMARY**

1. Turf and Trees: 695,490 sq. ft.
2. Ground Cover With Trees and Shrubs (includes Native type listings): 727,420 sq. ft.
3. Approximate Total Square Footage..... 1,422,910 sq. ft.

BID PROPOSAL SCHEDULE

I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 86-2:

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

Sub-total bid proposal contract amount

Total cost per month: \$ 20,744.15

Word Form (Twenty Thousand Seven Hundred Forty-Four Dollars and 15/100.....)....

Total Cost Per Twelve (12) Months \$ 248,929.80

Word Form (Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Nine Dollars and 80/100)....

II. RANCHO SANTIAGO COLLEGE STREETSCENE:

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

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

Sub-total bid proposal contract amount

Total cost per month: \$. 557.36

Word Form (Five Hundred Fifty-Seven Dollars and 36/100.....).....

Total Cost Per Twelve (12) Months \$ 6,688.32

Word Form (Six Thousand Six Hundred Eighty-Eight Dollars and 32/100.....).....

III. SANTIAGO HILLS FIRE/POLICE FACILITY:

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

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

Sub-total bid proposal contract amount

Total cost per month: \$ 209.25

Word Form (Two Hundred Nine Dollars and 25/100.....).....

Total Cost Per Twelve (12) Months \$ 2,511.00

Word Form (Two Thousand Five Hundred Eleven Dollars and 00/000.....).....

IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT:

TOTAL COST PER MONTH: \$ 21,510.76

Word Form (Twenty One Thousand Five Hundred Ten Dollars and 76/100.....).....

Total Cost Per Twelve (12) Months \$ 258,129.12

Word Form (Two Hundred Fifty-Eight Thousand One Hundred Twenty-Nine Dollars and 12/100.....).....

UNIT PRICE - INFORMATION

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

A. Labor Hourly Rates:

Supervisor.....	\$ <u>50.00</u>	hr.
Maintenance Foreman.....	\$ <u>30.00</u>	hr.
Maintenance Laborer.....	\$ <u>25.00</u>	hr.
Specialty Personnel		
1.) Tree Trimmer.....	\$ <u>85.00</u>	hr.
2.) Irrigation Technician.....	\$ <u>35.00</u>	hr.
3.) Pest Control Operator.....	\$ <u>40.00</u>	hr.
4.) Landscape Construction Laborer.....	\$ <u>25.00</u>	hr.

B. Plant Material Maintenance:

Turf.....	\$ <u>0.15</u>	s.f.
Shrubs and Ground Cover.....	\$ <u>0.009</u>	s.f.

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

1. Turf		
Mowing.....	\$ <u>0.012</u>	s.f.
Edge and Trim.....	\$ <u>2.00</u>	l.f.
Chemical Edge 6".....	\$ <u>1.00</u>	l.f.

Fertilization.....	\$ 0.012	s.f.
Aerification.....	\$ 0.003	s.f.
Dethatching.....	\$ 0.006	s.f.
Winter Overseeding (Seed & Topdress Complete).....	\$ 0.015	s.f.

2. Ground Cover, Shrubs and Trees

Edge and Trim.....	\$ 2.00	s.f.
Weeding.....	\$ 0.057	s.f.
Fertilization.....	\$ 0.012	s.f.
Vertical Mulch Tree Fertilization.....	\$ 75.00	s.f.
Shrub Pruning.....	\$ 35.00	s.f.
Tree Pruning (To A Height Of 20 ft. above Finish Grade).....	\$ 45.00	s.f.
Tree Staking.....	\$ 20.00	s.f.
Tree Guying.....	\$ 35.00	s.f.
Vine Care.....	\$ 40.00	s.f.
Weed Abatement Removal.....	\$ 0.007	s.f.

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

1/2" SCH 40 PVC Pipe.....	\$ 0.30	l.f.
3/4" SCH 40 PVC Pipe.....	\$ 0.40	l.f.
Main Line Repair (T & M).....	\$ 50.00	hr.
Rainbird 1806 Shrub/Turf Pop-up Head.....	\$ 18.00	ea.
Rainbird 1812 Shrub Pop-up Head.....	\$ 25.00	ea.
Rainbird PA-85 PRS Shrub Standard Head.....	\$ 7.00	ea.
Rainbird T-Bird Series Rotor.....	\$ 31.00	ea.
Toro 700 Series Rotor.....	\$ 29.00	ea.
Febco Reduced Pressure Device 825Y for 2" and Smaller.....	\$ 1,500.00	ea.
Febco Reduced Pressure Device Model 825 for 2-1/2" and Larger.....	\$ 4,500.00	ea.
Rainbird GB Remote Control, Valve.....	\$ 200.00	ea.
Rainbird GB Remote Control Valve, 1-1/4.....	\$ 225.00	ea.
Rainbird GB Remote Control, Valve 1-1/2.....	\$ 275.00	ea.
Rainbird 33DLRC Quick Coupler.....	\$ 85.00	ea.
King Bros. CV 100 Anti-Drain Device (or approved equivalent).....	\$ 7.00	ea.

4. Pesticide:

Systemic Herbicide Application.....	\$ 0.012	s.f.
Insecticide Application.....	\$ 0.011	s.f.
Disease/Fungicide Application.....	\$ 0.010	s.f.
Snail and Slug Control.....	\$ 0.013	s.f.
Soil Injections.....	\$ 85.00	s.f.
Rodent Control.....	\$ 15.00	s.f.

5. Clean Up:

Trash Removal.....	\$ 35.00	s.f.
Graffiti Removal.....	\$ 30.00	s.f.
Blowing/Vacuum.....	\$ 2.00	s.f.

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

24" box trees.....	\$ 285.00	ea.
15 gallon trees.....	\$ 75.00	ea.

15 gallon shrubs.....	\$ 65.00	ea.
5 gallon trees.....	\$ 30.00	ea.
1 gallon trees.....	\$ 10.00	ea.
5 gallon shrubs.....	\$ 25.00	ea.
1 gallon shrubs.....	\$ 8.50	ea.
Turf sod (cool season).....	\$ 1.35	s.f.
Turf sod (warm season).....	\$ 1.45	s.f.
Turf stolonized.....	\$.75	s.f.
Turf seed & top dressing complete.....	\$.50	s.f.
Ground Cover.....	\$ 18.00	ft.
Annual Color (4" pot).....	\$ 22.00	ft.
Tree Guards (Arbor Guard).....	\$ 6.00	ea.
Concrete Mow Strip.....	\$ 20.00	l.f.
Equestrian Rail Fence Post.....	\$ 85.00	ea.
Equestrian Rail Fencing Rail.....	\$ 60.00	ea.

BID PROPOSAL SCHEDULE
Second fiscal year (i.e., July 1, 2018 – June 30, 2019)

I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 86-2:

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

Sub-total bid proposal contract amount for the second fiscal year (i.e., July 1, 2018 – June 30, 2019)

Total cost per month: \$ 21,366.47

Word Form (Twenty-One Thousand Three Hundred Sixty-Six Dollars and 47/100.....)....

Total Cost Per Twelve (12) Months \$ 256,397.69

Word Form (Two Hundred Fifty-Six Thousand Three Hundred Ninety-Seven Dollars and 69/100

II. RANCHO SANTIAGO COLLEGE STREETSCENE:

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

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

Sub-total bid proposal contract amount for second fiscal year (i.e., July 1, 2018 – June 30, 2019)

Total cost per month: \$ 574.08

Word Form (Five Hundred Seventy-Four Dollars and 08/100.....).....

Total Cost Per Twelve (12) Months \$ 6,888.97

Word Form (Six Thousand Eight Hundred Eighty-Eight Dollars and 97/100.....).....

III. SANTIAGO HILLS FIRE/POLICE FACILITY:

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

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

Sub-total bid proposal contract amount for second fiscal year (i.e., July 1, 2018 – June 30, 2019)

Total cost per month: \$ 215.53

Word Form (Two Hundred Fifteen Dollars and 53/100.....).....

Total Cost Per Twelve (12) Months \$ 2,586.33

Word Form (Two Thousand Five Hundred Eighty-Six Dollars and 33/100.....).....

IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT
for second fiscal year (i.e., July 1, 2018 – June 30, 2019):

TOTAL COST PER MONTH: \$ 22,156.08

Word Form (Twenty-Two Thousand One Hundred Fifty-Six Dollars and 08/100.....).....

Total Cost Per Twelve (12) Months \$ 265,872.99

Word Form (Two Hundred Sixty-Five Thousand Eight Hundred Seventy-Two Dollars and 99/100.

UNIT PRICE - INFORMATION

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

A. Labor Hourly Rates:

Supervisor.....	\$ 50.00	hr.
Maintenance Foreman.....	\$ 30.00	hr.
Maintenance Laborer.....	\$ 25.00	hr.
Specialty Personnel		
1.) Tree Trimmer.....	\$ 85.00	hr.
2.) Irrigation Technician.....	\$ 35.00	hr.
3.) Pest Control Operator.....	\$ 40.00	hr.
4.) Landscape Construction Laborer.....	\$ 25.00	hr.

B. Plant Material Maintenance:

Turf.....	\$ 0.15	s.f.
Shrubs and Ground Cover.....	\$ 0.009	s.f.

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

1. Turf		
Mowing.....	\$ 0.012	s.f.
Edge and Trim.....	\$ 2.00	l.f.
Chemical Edge 6".....	\$ 1.00	l.f.

Fertilization.....	\$ 0.012	s.f.
Aerification.....	\$ 0.003	s.f.
Dethatching.....	\$ 0.006	s.f.
Winter Overseeding (Seed & Topdress Complete).....	\$ 0.015	s.f.

2. Ground Cover, Shrubs and Trees

Edge and Trim.....	\$ 2.00	s.f.
Weeding.....	\$ 0.057	s.f.
Fertilization.....	\$ 0.012	s.f.
Vertical Mulch Tree Fertilization.....	\$ 75.00	s.f.
Shrub Pruning.....	\$ 35.00	s.f.
Tree Pruning (To A Height Of 20 ft. above Finish Grade).....	\$ 45.00	s.f.
Tree Staking.....	\$ 20.00	s.f.
Tree Guying.....	\$ 35.00	s.f.
Vine Care.....	\$ 40.00	s.f.
Weed Abatement Removal.....	\$ 0.007	s.f.

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

1/2" SCH 40 PVC Pipe.....	\$ 0.30	l.f.
3/4" SCH 40 PVC Pipe.....	\$ 0.40	l.f.
Main Line Repair (T & M).....	\$ 50.00	hr.
Rainbird 1806 Shrub/Turf Pop-up Head.....	\$ 18.00	ea.
Rainbird 1812 Shrub Pop-up Head.....	\$ 25.00	ea.
Rainbird PA-85 PRS Shrub Standard Head.....	\$ 7.00	ea.
Rainbird T-Bird Series Rotor.....	\$ 31.00	ea.
Toro 700 Series Rotor.....	\$ 29.00	ea.
Febeo Reduced Pressure Device 825Y for 2" and Smaller.....	\$ 1,500.00	ea.
Febeo Reduced Pressure Device Model 825 for 2-1/2" and Larger.....	\$ 4,500.00	ea.
Rainbird GB Remote Control, Valve.....	\$ 200.00	ea.
Rainbird GB Remote Control Valve, 1-1/4.....	\$ 225.00	ea.
Rainbird GB Remote Control, Valve 1-1/2.....	\$ 275.00	ea.
Rainbird 33DLRC Quick Coupler.....	\$ 85.00	ea.
King Bros. CV 100 Anti-Drain Device (or approved equivalent).....	\$ 7.00	ea.

4. Pesticide:

Systemic Herbicide Application.....	\$ 0.012	s.f.
Insecticide Application.....	\$ 0.011	s.f.
Disease/Fungicide Application.....	\$ 0.010	s.f.
Snail and Slug Control.....	\$ 0.013	s.f.
Soil Injections.....	\$ 85.00	s.f.
Rodent Control.....	\$ 15.00	s.f.

5. Clean Up:

Trash Removal.....	\$ 35.00	s.f.
Graffiti Removal.....	\$ 30.00	s.f.
Blowing/Vacuum.....	\$ 2.00	s.f.

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

24" box trees.....	\$ 285.00	ea.
15 gallon trees.....	\$ 75.00	ea.
15 gallon shrubs.....	\$ 65.00	ea.

5 gallon trees.....	\$ 65.00	ea.
1 gallon trees.....	\$ 30.00	ea.
5 gallon shrubs.....	\$ 10.00	ea.
1 gallon shrubs.....	\$ 25.00	ea.
Turf sod (cool season).....	\$ 8.50	s.f.
Turf sod (warm season).....	\$ 1.35	s.f.
Turf stolonized.....	\$ 1.45	s.f.
Turf seed & top dressing complete.....	\$ 0.75	s.f..
Ground Cover.....	\$ 0.50	fl.
Annual Color (4" pot).....	\$ 18.00	fl.
Tree Guards (Arbor Guard).....	\$ 22.00	ea.
Concrete Mow Strip.....	\$ 6.00	l.f.
Equestrian Rail Fence Post.....	\$ 20.00	ea.
Equestrian Rail Fencing Rail.....	\$ 60.00	ea.

BID PROPOSAL SCHEDULE
Third fiscal year (i.e., July 1, 2019 – June 30, 2020)

I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 86-2:

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

Sub-total bid proposal contract amount for the third fiscal year (i.e., July 1, 2019 – June 30, 2020)

Total cost per month: \$ 22,007.47

Word Form (Twenty Two Thousand Seven Dollars and 47/100.....).....

Total Cost Per Twelve (12) Months \$ 264,089.62

Word Form (Two Hundred Sixty-Four Thousand Eighty-Nine Dollars and 62/100.....).....

II. RANCHO SANTIAGO COLLEGE STREETSCENE:

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

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

Sub-total bid proposal contract amount for third fiscal year (i.e., July 1, 2019 – June 30, 2020)

Total cost per month: \$ 591.30

Word Form (Five Hundred Ninety-One Dollars and 30/100.....).....

Total Cost Per Twelve (12) Months \$ 7,095.64

Word Form (Seven Thousand Ninety-Five Dollars and 64/100.....).....

III. SANTIAGO HILLS FIRE/POLICE FACILITY:

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

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

Sub-total bid proposal contract amount for third fiscal year (i.e., July 1, 2019 – June 30, 2020)

Total cost per month: \$ 221.99

Word Form (Two Hundred Twenty-One Dollars and 99/100.....).....

Total Cost Per Twelve (12) Months \$ 2,663.92

Word Form (Two Thousand Six Hundred Sixty-Three Dollars and 92/100.....).....

IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT

for third fiscal year (i.e., July 1, 2019 – June 30, 2020):

TOTAL COST PER MONTH: \$ 22,820.77

Word Form (Twenty Two Thousand Eight Hundred Twenty Dollars and 77/100.....).....

Total Cost Per Twelve (12) Months \$ 273,849.18

Word Form (Two Hundred Seventy-Three Thousand Eight Hundred Forty-Nine Dollars and 18/100

UNIT PRICE - INFORMATION

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

A. Labor Hourly Rates:

Supervisor.....	\$ 50.00	hr.
Maintenance Foreman.....	\$ 30.00	hr.
Maintenance Laborer.....	\$ 25.00	hr.
Specialty Personnel		
1.) Tree Trimmer.....	\$ 85.00	hr.
2.) Irrigation Technician.....	\$ 35.00	hr.
3.) Pest Control Operator.....	\$ 40.00	hr.
4.) Landscape Construction Laborer.....	\$ 25.00	hr.

B. Plant Material Maintenance:

Turf.....	\$ 0.15	s.f.
Shrubs and Ground Cover.....	\$ 0.009	s.f.

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

1. Turf

Mowing.....	\$ 0.012	s.f.
Edge and Trim.....	\$ 2.00	l.f.
Chemical Edge 6".....	\$ 1.00	l.f.

Fertilization.....	\$ 0.012	s.f.
Aerification.....	\$ 0.003	s.f.
Dethatching.....	\$ 0.006	s.f.
Winter Overseeding (Seed & Topdress Complete).....	\$ 0.015	s.f.
2. Ground Cover, Shrubs and Trees		
Edge and Trim.....	\$ 2.00	s.f.
Weeding.....	\$ 0.057	s.f.
Fertilization.....	\$ 0.012	s.f.
Vertical Mulch Tree Fertilization.....	\$ 75.00	s.f.
Shrub Pruning.....	\$ 35.00	s.f.
Tree Pruning (To A Height Of 20 ft. above Finish Grade).....	\$ 45.00	s.f.
Tree Staking.....	\$ 20.00	s.f.
Tree Guying.....	\$ 35.00	s.f.
Vine Care.....	\$ 40.00	s.f.
Weed Abatement Removal.....	\$ 0.007	s.f.
3. Irrigation: (including all fittings and equipment for removal and replacement)		
1/2" SCH 40 PVC Pipe.....	\$ 0.30	l.f.
3/4" SCH 40 PVC Pipe.	\$ 0.40	l.f.
Main Line Repair (T & M).....	\$ 50.00	hr.
Rainbird 1806 Shrub/Turf Pop-up Head.	\$ 18.00	ea.
Rainbird 1812 Shrub Pop-up Head.	\$ 25.00	ea.
Rainbird PA-85 PRS Shrub Standard Head.	\$ 7.00	ea.
Rainbird T-Bird Series Rotor.	\$ 31.00	ea.
Toro 700 Series Rotor.	\$ 29.00	ea.
Febco Reduced Pressure Device 825Y for 2" and Smaller.	\$ 1,500.00	ea.
Febco Reduced Pressure Device Model 825 for 2-1/2" and Larger.....	\$ 4,500.00	ea.
Rainbird GB Remote Control, Valve.....	\$ 200.00	ea.
Rainbird GB Remote Control Valve, 1-1/4.....	\$ 225.00	ea.
Rainbird GB Remote Control, Valve 1-1/2.....	\$ 275.00	ea.
Rainbird 33DLRC Quick Coupler.....	\$ 85.00	ea.
King Bros. CV 100 Anti-Drain Device (or approved equivalent).....	\$ 7.00	ea.
4. Pesticide:		
Systemic Herbicide Application.....	\$ 0.012	s.f.
Insecticide Application.....	\$ 0.011	s.f.
Disease/Fungicide Application.....	\$ 0.010	s.f.
Snail and Slug Control.....	\$ 0.013	s.f.
Soil Injections.....	\$ 85.00	s.f.
Rodent Control.....	\$ 15.00	s.f.
5. Clean Up:		
Trash Removal	\$ 35.00	s.f.
Graffiti Removal	\$ 30.00	s.f.
Blowing/Vacuum.....	\$ 2.00	s.f.
D. Material and Installation: (including all labor and equipment for removal, replacement and disposal)		
24" box trees.....	\$ 285.00	ea.
15 gallon trees.....	\$ 75.00	ea.
15 gallon shrubs.....	\$ 65.00	ea.

5 gallon trees.....	\$ 30.00	ea.
1 gallon trees.....	\$ 10.00	ea.
5 gallon shrubs.....	\$ 25.00	ea.
1 gallon shrubs.....	\$ 8.50	ea.
Turf sod (cool season).....	\$ 1.35	s.f.
Turf sod (warm season).....	\$ 1.45	s.f.
Turf stolonized.....	\$ 0.75	s.f.
Turf seed & top dressing complete.....	\$ 0.50	s.f.
Ground Cover.....	\$ 18.00	ft.
Annual Color (4" pot).....	\$ 22.00	ft.
Tree Guards (Arbor Guard).....	\$ 6.00	ea.
Concrete Mow Strip.....	\$ 20.00	l.f.
Equestrian Rail Fence Post.....	\$ 85.00	ea.
Equestrian Rail Fencing Rail.....	\$ 60.00	ea.

BID PROPOSAL SCHEDULE
Fourth fiscal year (i.e., July 1, 2020 – June 30, 2021)

I. SANTIAGO HILLS LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 86-2:

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

Sub-total bid proposal contract amount for the fourth fiscal year (i.e., July 1, 2020 – June 30, 2021)

Total cost per month: \$ 22,667.69

Word Form (Twenty Two Thousand Six Hundred Sixty-Seven and 69/100.....).....

Total Cost Per Twelve (12) Months \$ 272,012.31

Word Form (Two Hundred Seventy Two Thousand Twelve Dollars and 31/100)

II. RANCHO SANTIAGO COLLEGE STREETSCENE:

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

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

Sub-total bid proposal contract amount for fourth fiscal year (i.e., July 1, 2020 – June 30, 2021)

Total cost per month: \$ 609.04

Word Form (Six Hundred Nine Dollars and 04/100.....).....

Total Cost Per Twelve (12) Months \$ 7,308.51

Word Form (Seven Thousand Three Hundred Eight Dollars and 51/100.....).....

III. SANTIAGO HILLS FIRE/POLICE FACILITY:

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

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

Sub-total bid proposal contract amount for fourth fiscal year (i.e., July 1, 2020 – June 30, 2021)

Total cost per month: \$ 228.65

Word Form (Two Hundred Twenty Eight Dollars and 65/100.....)....

Total Cost Per Twelve (12) Months \$ 2,743.84

Word Form (Two Thousand Seven Hundred Forty-Three Dollars and 84/100.....)....

IV. GRAND TOTAL BID PROPOSAL CONTRACT AMOUNT
for fourth fiscal year (i.e., July 1, 2020 – June 30, 2021):

TOTAL COST PER MONTH: \$ 23,505.39

Word Form (Twenty Three Thousand Five Hundred Five Dollars and 39/100.....)....

Total Cost Per Twelve (12) Months \$ 282,064.66

Word Form (Two Hundred Eighty-Two Thousand Sixty-Four Dollars and 66/100.....)....

UNIT PRICE - INFORMATION

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

A. Labor Hourly Rates:

Supervisor.....	\$ 50.00	hr.
Maintenance Foreman.....	\$ 30.00	hr.
Maintenance Laborer.....	\$ 25.00	hr.
Specialty Personnel		
1.) Tree Trimmer.....	\$ 85.00	hr.
2.) Irrigation Technician.....	\$ 35.00	hr.
3.) Pest Control Operator.....	\$ 40.00	hr.
4.) Landscape Construction Laborer.....	\$ 25.00	hr.

B. Plant Material Maintenance:

Turf.....	\$ 0.15	s.f.
Shrubs and Ground Cover.....	\$ 0.009	s.f.

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

1. Turf

Mowing.....	\$ 0.012	s.f.
Edge and Trim.....	\$ 2.00	l.f.
Chemical Edge 6".....	\$ 1.00	l.f.

Fertilization.....	\$ 0.12	s.f.
Aerification.....	\$ 0.003	s.f.
Dethatching.....	\$ 0.006	s.f.
Winter Overseeding (Seed & Topdress Complete).....	\$ 0.015	s.f.
2. <u>Ground Cover, Shrubs and Trees</u>		
Edge and Trim.....	\$ 2.00	s.f.
Weeding.....	\$ 0.057	s.f.
Fertilization.....	\$ 0.012	s.f.
Vertical Mulch Tree Fertilization.....	\$ 75.00	s.f.
Shrub Pruning.....	\$ 35.00	s.f.
Tree Pruning (To A Height Of 20 ft. above Finish Grade).....	\$ 45.00	s.f.
Tree Staking.....	\$ 20.00	s.f.
Tree Guying.....	\$ 35.00	s.f.
Vine Care.....	\$ 40.00	s.f.
Weed Abatement Removal.....	\$ 0.007	s.f.
3. <u>Irrigation: (including all fittings and equipment for removal and replacement)</u>		
1/2" SCH 40 PVC Pipe.....	\$ 0.30	l.f.
3/4" SCH 40 PVC Pipe.	\$ 0.40	l.f.
Main Line Repair (T & M).....	\$ 50.00	hr.
Rainbird 1806 Shrub/Turf Pop-up Head.	\$ 18.00	ea.
Rainbird 1812 Shrub Pop-up Head.	\$ 25.00	ea.
Rainbird PA-85 PRS Shrub Standard Head.	\$ 7.00	ea.
Rainbird T-Bird Series Rotor.	\$ 31.00	ea.
Toro 700 Series Rotor.	\$ 29.00	ea.
Febco Reduced Pressure Device 825Y for 2" and Smaller.	\$ 1,500.00	ea.
Febco Reduced Pressure Device Model 825 for 2-1/2" and Larger.....	\$ 4,500.00	ea.
Rainbird GB Remote Control, Valve.....	\$ 200.00	ea.
Rainbird GB Remote Control Valve, 1-1/4.....	\$ 225.00	ea.
Rainbird GB Remote Control, Valve 1-1/2.....	\$ 275.00	ea.
Rainbird 33DLRC Quick Coupler.....	\$ 85.00	ea.
King Bros. CV 100 Anti-Drain Device (or approved equivalent).....	\$ 7.00	ea.
4. <u>Pesticide:</u>		
Systemic Herbicide Application.....	\$ 0.012	s.f.
Insecticide Application.....	\$ 0.011	s.f.
Disease/Fungicide Application.....	\$ 0.010	s.f.
Snail and Slug Control.....	\$ 0.013	s.f.
Soil Injections.....	\$ 85.00	s.f.
Rodent Control.....	\$ 15.00	s.f.
5. <u>Clean Up:</u>		
Trash Removal	\$ 35.00	s.f.
Graffiti Removal	\$ 30.00	s.f.
Blowing/Vacuum.....	\$ 2.00	s.f.
D. <u>Material and Installation: (including all labor and equipment for removal, replacement and disposal)</u>		
24" box trees.....	\$ 285.00	ea.
15 gallon trees.....	\$ 75.00	ea.
15 gallon shrubs.....	\$ 65.00	ea.

5 gallon trees.....	\$ 30.00	ea.
1 gallon trees.....	\$ 10.00	ea.
5 gallon shrubs.....	\$ 25.00	ea.
1 gallon shrubs.....	\$ 8.50	ea.
Turf sod (cool season).....	\$ 1.35	s.f.
Turf sod (warm season).....	\$ 1.45	s.f.
Turf stolonized.....	\$ 0.75	s.f.
Turf seed & top dressing complete.....	\$ 0.50	s.f.
Ground Cover.....	\$ 18.00	flt.
Annual Color (4" pot).....	\$ 22.00	flt.
Tree Guards (Arbor Guard).....	\$ 6.00	ea.
Concrete Mow Strip.....	\$ 20.00	l.f.
Equestrian Rail Fence Post.....	\$ 85.00	ca.
Equestrian Rail Fencing Rail.....	\$ 60.00	ea.

GENERAL REQUIREMENTS

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

G-1 TERMS AND DEFINITIONS:

- A. Agency : The City of Orange, California, also herein called "City".
- B. Contract Area: Santiago Hills Assessment District, 86-2 (or SHAD).
- C. City's Representative: Designated person(s) as authorized representative(s) or the contract administrating officer(s) of the City of Orange.
- D. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- E. The use of the words "shall" and "may" shall be held to mean "Mandatory" and "permissive" respectively.

G-2 AREAS TO BE MAINTAINED:

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

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

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

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

G-3 WORKING HOURS:

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

G-4 LANDSCAPE LICENSE:

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

G-5 CONTRACTOR'S OFFICE:

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

G-6 SUPERVISION AND CONTRACTOR PERSONNEL:

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

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

Supervisor	3 years
Foreman	2 years
Irrigation Technician	2 years

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

The Contractor shall have a competent supervisor, foreman and irrigation technician on the job at all times work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisor, foreman and irrigation technician must be able to demonstrate to the satisfaction of the City that they possess adequate technical background and experience in public facilities maintenance and irrigation water management of the type found in the City of Orange. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work that will be acceptable to the City. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.

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

G-7 ADDITIONAL PERSONNEL AND EQUIPMENT:

The City reserves the right to require the Contractor to provide additional landscape personnel and equipment at no additional cost to the City in the event the Contractor fails to adhere to the maintenance

schedule or provide and perform landscape work as specified in the General Requirements and Maintenance Specifications of the contract.

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

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

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

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

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

G-9 COOPERATION/COLLATERAL WORK:

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

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

G-10 SPECIALTY OPERATIONS:

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

G-11 EMERGENCY NUMBERS AND RESPONSE:

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

During normal working hours the Contractor shall have the ability to contact their field crews and mobilize them to the Contract Area within one (1) hour of notification by the City. **The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within**

one (1) hour of notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be deducted from the monthly billing. The Contractor shall notify the City within one (1) hour when any emergency work has been completed.

G-12 SCHEDULES:

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

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

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

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

G-13 CONTRACT PAYMENT:

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

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

G-14 CONTRACT NON-PERFORMANCE:

If the Contractor fails to execute the work in the manner and at such locations as specified, or fails to maintain the work schedule which will insure the City's interest, or if the Contractor is not carrying out the interest of the Contract, the City shall notify the Contractor both verbally and in writing demanding satisfactory compliance with the Contract. The Contractor will have one (1) hour to respond to said issue and begin correction. If the Contractor does not perform the work in question within the time specified in said notice or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. In the event the Contractor does not perform the work in question, the City has no obligation to pay the contractor for work not performed. The City may, in addition, withhold from monies due to the Contractor the sum of Three Hundred Dollars (\$300.00) per day for each and every calendar day delay in finishing the work within the time specified. The City has the authority to penalize the Contractor \$300.00 for each 'failure to perform' without the obligation of first giving notice to the Contractor of issue or needed correction.

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

G-15 PAYMENTS WITHHELD:

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

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

G-16 PERFORMANCE DURING INCLEMENT WEATHER:

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

- A. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- B. The Contractor shall immediately notify the City when the work force has been removed form the job site due to inclement weather, or other reasons.

- C. The Contractor shall stake and re-tie trees as required.
- D. The Contractor shall remove all branches and debris resulting from inclement weather as directed by the City.
- E. Drains shall be checked and cleaned as necessary.
- F. The Contractor may be required to perform clean-up tasks as requested by the City during inclement weather.

G-17 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

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

- A. All major irrigation repairs shall be complete within 24 hours of notification by the City.
- B. General landscape and facility repairs shall be complete within three (3) days per the following guidelines:
 - 1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair unless approved by the City's Representative.
 - 2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City's Representative.
 - 3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City's Representative the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - 4. Damage to trees shall be repaired in the following manner:
 - a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.
 - b. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size at the Contractor's expense.
 - 5. Hardscape facilities damaged shall be repaired with materials approved by the City.
 - 6. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

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

G- 18 UNDERGROUND EXCAVATIONS:

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

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

G-19 VANDALISM/THEFT:

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

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

G-20 SOUND CONTROL REQUIREMENTS:

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

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

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

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

G-21 LOCKS AND KEYS:

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

- A. Not duplicate any coded City key furnished by the City for access and operation of the controller.
- B. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary to prevent loss to the City.
- C. Protect the security of City property by keeping controller cabinets and enclosure doors locked at all times.

D. Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by the City.

G-22 STORAGE FACILITIES:

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

G-23 COMPLAINTS FROM CITY:

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

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

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

G-24 PARKING:

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

G-25 SIGNS:

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

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

G-26 ADDITIONAL CONTRACT AREAS:

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

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

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

G-27 NO SMOKING:

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

MAINTENANCE SPECIFICATIONS

SCOPE

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

M-1 MATERIALS:

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

M-2 SUBMITTALS:

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

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

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

M-3 GENERAL MAINTENANCE CARE AND PROCEDURES:

A. All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.

B. The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.

C. Work done in any Contract Area which may affect existing utility improvements shall be done only after the notification of the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

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

E. The Contractor shall refer to the Specifications contained herein for Weekly Maintenance Review procedures and for Yearly Landscape Maintenance Scheduled Work Notification requirements.

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

A.. The Contractor shall comply with Local, State and Federal National Pollutant Discharge Elimination System (NPDES) regulations including the County Drainage Area Management Plan (DAMP) and the City's Local Implementation Plan (LIP) at all times while providing landscape maintenance services for the City.

B. The Contractor shall apply Best Management Practices (BMP's) for all pollution prevention of the discharge of pesticides and fertilizers, landscape waste, trash, debris and other pollutants to the storm drain and receiving waters.

M-5 SAFETY:

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

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

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

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

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

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

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

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

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

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

M-6 PESTICIDE USE AND SAFETY:

All materials shall be in strict accordance and applied within the EPA and Department of Pesticide Regulation regulations, California Food and Agricultural Code and current County of Orange Agriculture Commissioner regulations.

A. GENERAL REQUIREMENTS:

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

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

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

B. APPLICATION OF PESTICIDES:

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

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

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

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

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

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

M-7 WEED CONTROL:

Weed control for SHAD shall be performed on a four (4) week interval or more often as necessary. The Contractor shall be responsible for providing a continuous weeding program for all Contract Areas. Weeds shall be inspected for and removed weekly and shall include "any undesirable or misplaced plant". In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be sprayed for weed control.

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

1. A continual weed program shall be adopted for control of broadleaf and noxious weeds.

2. All herbicides shall be applied in accordance with Laws and Regulations of the Local, State and Federal agencies.

3. During the months of February and September (cool season grasses only) an annual grass pre-emergent shall be applied to all turf areas.

4. Use extreme caution when using selective weed killers not to damage other plants.

5. City approval must be obtained prior to applying any herbicide and all spraying shall be done at a time when there is no wind. At first indication of Crabgrass infestation, apply affected areas with an approved material. Apply Crabgrass killer only on cool days and when lawns are in a moist condition. Removal of all weeds shall be a continuous program. Noxious weeds, shall not be permitted to grow within the areas assigned as part of this contract, and shall be completely removed and bare turf areas re-sodded.

Crabgrass shall not be allowed to become established in any landscape area maintained by Contractor. Contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas between January 15th and February 15th.

B. Ground Cover: All ground cover shall be inspected weekly for weed growth. Weeds may be controlled with pre-emergent herbicides, preferably, but may also be controlled with post-emergent herbicides, mechanically and/or by hand pulling. Weeds shall be removed completely, on a regular basis weekly or more often as necessary. Weeds shall not be allowed to remain growing for longer than one (1) week without complete removal to include roots, rhizomes and stolons. Bermuda grass or other noxious weeds shall not be allowed to become established in any ground cover area. Cultivating of ground cover areas shall be held to a minimum and cultivated only as necessary to remove weeds. Excessive cultivation will result in root damage to ground covers and shrubs.

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

D. Shrubs: Weeds shall be inspected and removed weekly or more often as necessary from beds regularly chemically, mechanically, or manually. Bermuda grass and other noxious weeds shall not be allowed to become established. Weeds may be controlled with pre-emergent and/or post emergent herbicides.

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

F. Recreational Trails: Weeds shall be removed from recreational trails monthly or more often as necessary chemically, mechanically or manually.

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

H. Seasonal Color: All seasonal color beds shall be inspected and weeds removed weekly or more often as necessary.

M-8 TURF CARE

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

A. MOWING:

1. General: Turf in this contract shall be mowed with power propelled mulching mowers equipped to mow and mulch clippings in one operation. Rotary mulching mowers shall be used to mow tall fescue or other cool-season turf areas and grass clipping are not to be visible from all mowing operations. Reel mowers will be required to mow Bermudagrass areas. All mowers shall be equipped with approved safety equipment. All Paseo Greenbelt areas and the Handy Creek Corridor shall be

mowed with 21 inch rotary walk behind mulching mowers. Care shall be exercised during the mowing operation to prevent damage to trees and other physical obstacles located within the turf areas. Do not mow wet areas. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts or depressions are made, Contractor will make repairs at his own expense. Mowing ruts shall be repaired with sod or seed as determined by the City's Representative. Labor and materials shall be provided by the Contractor for re-seeding or resodding to any failing turf areas as becomes necessary due to contractor neglect.

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

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

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

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

6. Watering Turf. Water shall be applied as frequently as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water should be in the evening or early morning hours per Section M-14, IRRIGATION SYSTEM CARE, so as not to interfere with public use of the Contract Areas. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water lawn areas a minimum of twice per week in the Winter and three (3) times per week in the Summer. Water runoff across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.

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

B. EDGING AND TRIMMING:

1 General: Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, buildings, shrub areas and other physical obstructions shall be trimmed weekly in the Spring, summer

and Fall seasons and as necessary for a neat appearance during the Winter months. Grass shall be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim turf immediately adjacent to sprinkler heads, as directed by the City's Representative and under no circumstances remove an area larger than the head diameter. Trimming around sprinkler heads or cutouts in the turf area with an edger will not be permitted. Weed or turf killer shall not be used. "Weed Eaters" or similar equipment shall not be used around trees or shrubs unless approved by the City. All trimming or edging around trees and shrubs shall be accomplished by spraying a twelve inch (12") minimum width not to exceed eighteen inches (1") maximum width area around the plant with an herbicide per manufacturer's applications rates at all times. In lieu of trimming, herbicides may be applied adjacent to fixtures, fences and buildings. Herbicides used along fences and buildings shall not exceed six inches (6") away from the object being sprayed. Only apply herbicides which have been approved by the City's Representative.

C. FERTILIZATION:

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

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

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

D. AERATION:

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

E. DETHATCHING:

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

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

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

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

F. WINTER OVERSEEDING:

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

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

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

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

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

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

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

G. INSECT DISEASE AND PEST CONTROL:

Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

H. CONTRACTOR DAMAGE AND NEGLECT:

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

M-9 GROUND COVER CARE:

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

A. Edging and Trimming: "Weed Eaters" shall not be used to edge ground cover unless approved by the City. All ground covers shall be pruned weekly according to the four (4) week interval/schedule or more often as necessary, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. All groundcover shall be continually trimmed at the dripline of all trees and shrubs. Any stray or undesirable ground cover growth into shrubs shall be pruned or removed as necessary. Ground covers shall not be trimmed vertically unless approved by the City and shall be thinned out, as needed, to avoid matting and to achieve an overall even appearance. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances. Ground cover shall be trimmed six inches (6") back from all valve boxes, buildings, walls, fixtures, signs, etc. All ground covers are to be neatly trimmed away from sprinkler heads to ensure proper coverage and operation at all times. Trim ground covers away from sprinkler heads with cutouts and tapering away from head. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

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

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

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

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

G. Insect Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

H. Plant Material Replacement: Following acceptance of Contract Areas, it shall be the Contractor's responsibility to maintain all plant material in a satisfactory manner and to replace, at Contractor's expense, dead or severely damaged plant material with equal size and quality materials a City's direction. The Contractor, after notification or City's authorization, shall remove and replace, at no extra cost to the City, any tree, shrub, turf or ground cover which is damaged or lost due to the Contractor's or his employee's negligence through improper use of pesticides, watering, failure to control rodents and insects or disease and improper use of equipment or Horticulture practices. Any ground cover, tree and/or shrub that appears to have more than one-half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Check plant for root over-watering or drainage problems and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the City. The Contractor shall pay for all replacement plants, including materials, transportation and labor unless the City determines that the plant was lost due to "Acts of God", damaged by others, or as a result of an event without control or negligence by the Contractor.

M-10 TREE CARE:

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

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

under the direction of the City's Representative for approval and control purposes, prior to proceeding with balance of tree pruning work.

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

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

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

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

5. Deciduous Tree Pruning: The pruning of deciduous trees shall be done during the dormant season, **December, January and February** except for blooming trees which will be pruned after blooming. However, if a tree becomes damaged or constitutes a health or safety hazard, it shall be pruned at any time as required. All pruning cuts shall be made flush with the trunk, lateral branches or buds. **"Stubbing" of branches will not be allowed.**

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

C. Insect, Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

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

E. Tree Guards: Trees in turf areas shall be inspected at the base of the trunk for tree guards weekly. Contractor shall report any missing tree guards to the City immediately.

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

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

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

M-11 SHRUB AND VINE CARE:

Shrub and vine care shall be performed on a four (4) week interval or more often as necessary. All shrubbery shall be checked weekly for any breakage or damage, special watering needs, pest problems, etc., and treated as necessary. All undesirable conditions shall be eliminated per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulated dirt from plant areas.

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

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

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

D. Insect Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

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

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

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

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

M-12 CALIFORNIA NATIVE PLANT MATERIAL CARE:

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

B. Watering: California Native Plant material has adapted to our Mediterranean type climate's seasonal distribution of rainfall with definite wet and dry seasons where most rainfall occurs from late fall through the end of March. Most California Native Plant material cannot tolerate excessive moisture during the summer months. This seasonal rainfall cycle has resulted in native plants having a winter growth and spring blooming period with a rest or dormancy period in the hot, dry summer. Understanding the California Native Plant's growth cycle and proper supplemental irrigation water sequencing will insure the plants are being maintained in a healthy and vigorous condition.

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

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

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

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

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

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

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

I. Tree Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for tree pest control.

J. Shrub Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for shrub pest control.

M-13 OPEN SPACE NATIVE WEEDS AND GRASS CLEARING:

The Contractor shall clear all weeds and grasses in unimproved open space Contract Areas, parkways and a six foot (6') wide strip along the curb on unimproved streets in February, May, August and November or more often as necessary each year. The Contractor shall spray with a non-selective herbicide and remove the revegetation to within three inches (3") of the finish grade. All vegetation shall then be collected and removed from the site at the Contractor's expense. The Contractor shall remove all trash, litter and other debris weekly or as directed by the City's Representative.

M-14 PEST CONTROL:

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

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

1. Extreme caution shall be used when applying pesticides. Only apply when there is no wind. City approval must be obtained prior to spraying pesticides.

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

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

C. Snails and Slugs: Treat for snails and slugs as necessary. Treatment shall be approved by the City and maybe vary from one contract area to another. In general, broadcast an approved granule, pellet or meal at the recommended rate of three (3) times a year minimum; Spring, late Fall and Winter and/or apply an approved pesticide as necessary for complete snail and slug control based upon a program designed by a State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.).

D. Trees: All trees should be inspected weekly for fungus or insect infestation and treated accordingly as necessary. Upon notification by City, Contractor shall provide labor, equipment and materials to apply pesticides by a State licensed Qualified Applicator License (Q.A.L.) operator.

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

M-15 IRRIGATION SYSTEMS CARE:

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

A. IRRIGATION REPAIR AND OPERATION:

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

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

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

2. Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

3. Any damages to public or private property resulting from excessive irrigation water or runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the City.

4. The Contractor shall keep controller and valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals and main pressure

lines, remote control valves, master valves, flow meters, moisture sensors, irrigation controllers, controller wiring, sprinkler heads and risers, fittings, valve covers, boxes and lids, including electrical pull boxes and lids, sleeving, quick coupler valves, hose bibs, etc.

5. All irrigation repairs shall be made within **24 hours or prior to the next irrigation cycle**. All repairs shall be made in accordance with City of Orange Standards and Specifications.

6. Contractor shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

B. MONITORING SYSTEMS:

1. The Contractor shall **daily inspect** the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each irrigation controller and system shall be **checked weekly** for proper water scheduling and coverage. Make all necessary adjustment to heads which throw onto streets, walkways, walls, buildings, windows, or out of intended area of coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be **manually operated** at the irrigation controller and **observed on a monthly basis**.

2. The Contractor shall turn off irrigation systems during periods of rainfall and times when suspension of irrigation is desirable to conserve while remaining within guidelines to good horticulturally acceptable maintenance practices. **The Contractor's irrigation technician shall be experienced and knowledgeable in water management practices, responsible for operating and programming the irrigation system and his duties shall be to observe the effectiveness of irrigation systems and make recommendations, adjustments and/or repairs to the system.**

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

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

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

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

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

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

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

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

B. All walkways shall be kept free of debris, leaves, pine needles and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. The Contractor shall daily inspect and collect debris. All paper, trash, etc. shall be dumped off site in a legal manner at the Contractor's expense.

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

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

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

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

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

M-17 SURFACE DRAINAGE FACILITIES:

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

functioning at all times. All inlets shall, likewise, be kept free of all matter which would preclude their proper, intended functioning.

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

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

D. Maintenance Work Not Included: All Handy Creek Corridor and Paseos underground landscape drainage pipes inspection and flushing is excluded. Included, however, is the inspection and cleaning of all drainage device covers, grates and box inlets in accordance herein with Section M-16.

M-18 SEASONAL COLOR:

A. Seasonal color shall be replaced four (4) times per year or as directed by the City's Representative. The Contractor shall notify the City when color beds need replacement. Seasonal color replacement will be extra work.

B. Remove dead or faded blossoms, stems and foliage weekly to encourage continued blooming and maintain a neat appearance.

C. Provide water for color on a routine basis to maintain uniform soil moisture and assure maximum growth.

D. All color shall be fertilized monthly. A "complete fertilizer" with an analysis of 15-30-15 or approved equivalent program shall be used.

E. Cultivate soil weekly to ensure proper drainage and porosity.

M-19 LANDSCAPE LIGHTING FACILITIES:

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

M-20 MONUMENT WALL CARE:

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

M-21 TRASH COLLECTION AND DISPOSAL:

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

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

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

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

M-22 DRESS CODE AND APPEARANCE:

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

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

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

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

M-23 EXTRA WORK:

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

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

1. When required by the City, an estimate of cost will be submitted to the Department of Community Services for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.

2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.

3. City will issue a work request for such extra work to be performed.

4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.

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

1. Replacement of plant materials due to failures beyond the Contractor's control.

2. Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.

3. Additional treatment required for planting or soil as not set forth specifically in this Specification.
4. Remedial landscaping.
5. Repairs or replacements due to vandalism or "Acts of God".

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

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

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

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

M-24 WEEKLY MAINTENANCE REVIEW:

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

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

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

M-25 REPORTS, SCHEDULES AND FORMS

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

A. Weekly Maintenance Schedule(s):

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

B. Reports and Forms:

1. Contractor shall provide, but NOT limited to, the following reports (as scheduled, or upon request):

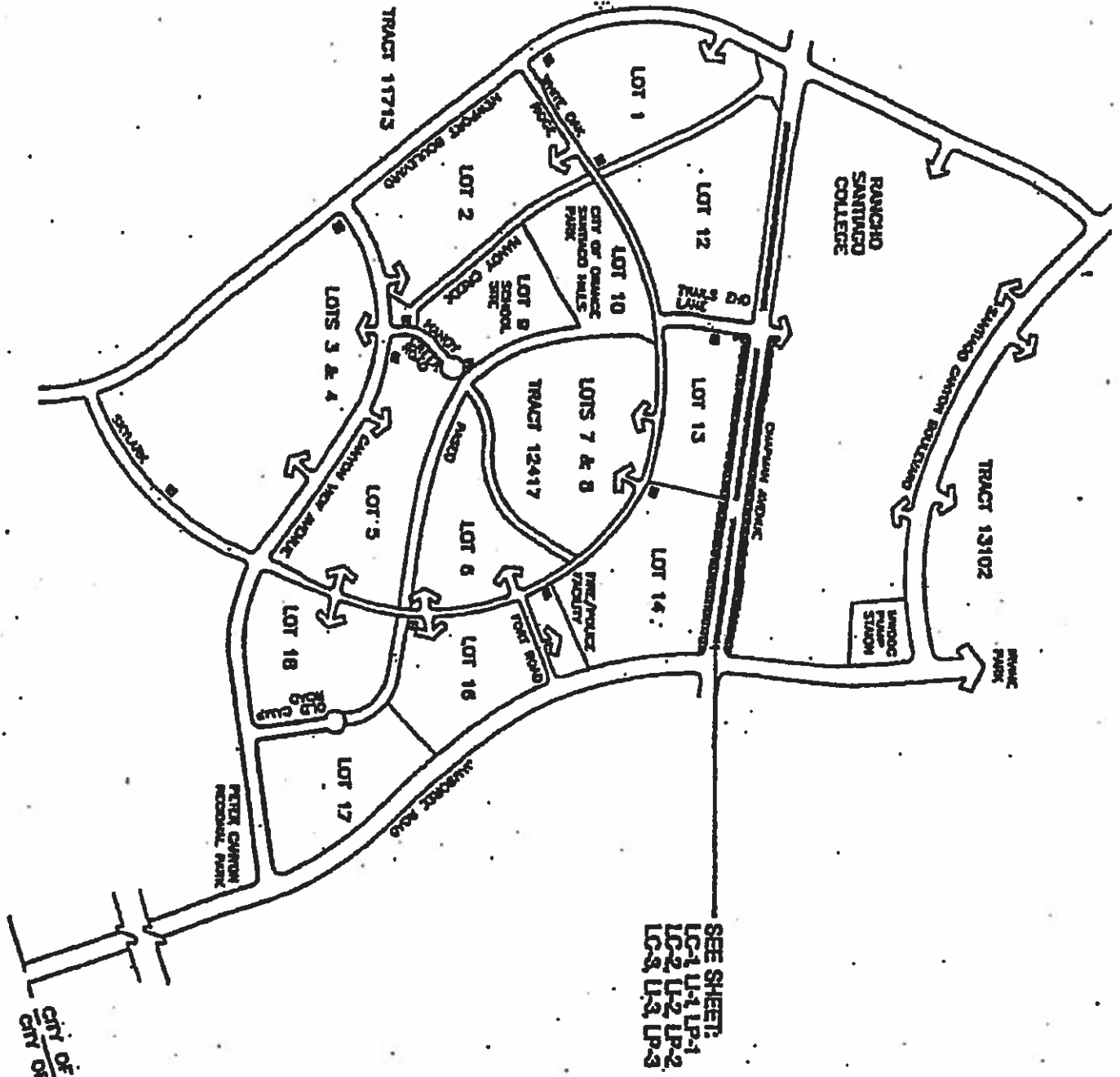
- a. Pesticide Use Reports;
- b. Hazards Reports;
- c. Cost information to perform extra work for upgrading specific areas;
- d. Suggestions for improving problem areas; and,
- e. All forms and schedule(s) shall be of a format approved by the City.

ATTACHMENT NO. 5

**CHART DEPICTING REQUIRED MAINTENANCE PRACTICES
AND FREQUENCIES**

(Behind this sheet.)

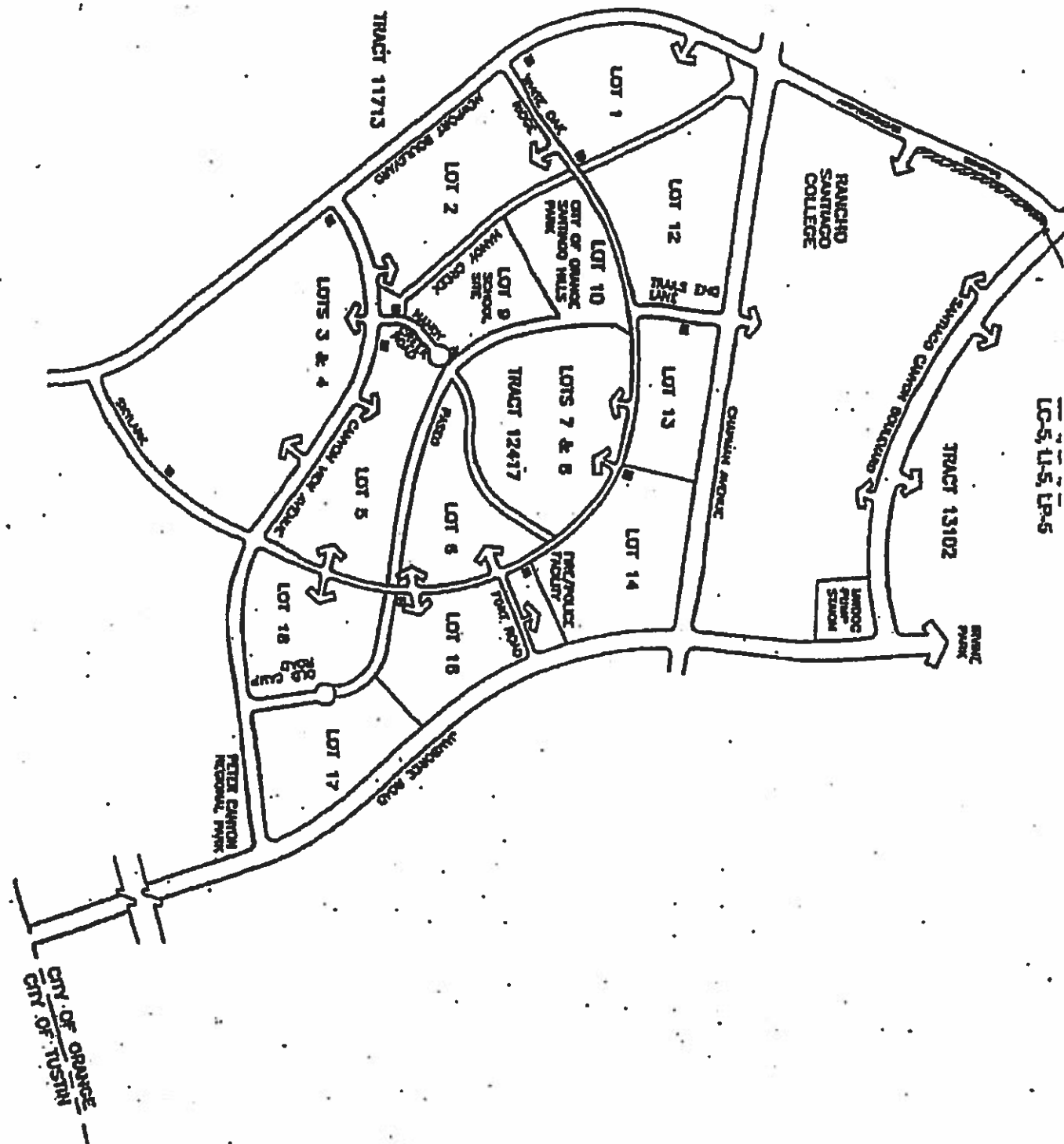
**RESPONSIBILITY MA
THE CITY OF ORANGE
SANTAGO HILLS
CHAPMAN AVENUE - NORTH
PARKWAY, LOT 13 & 14 FROM
AND MEDIANS
ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 8451**



CITY OF ORANGE
CITY OF TUSTIN



LC-5, LL-5, LP-5



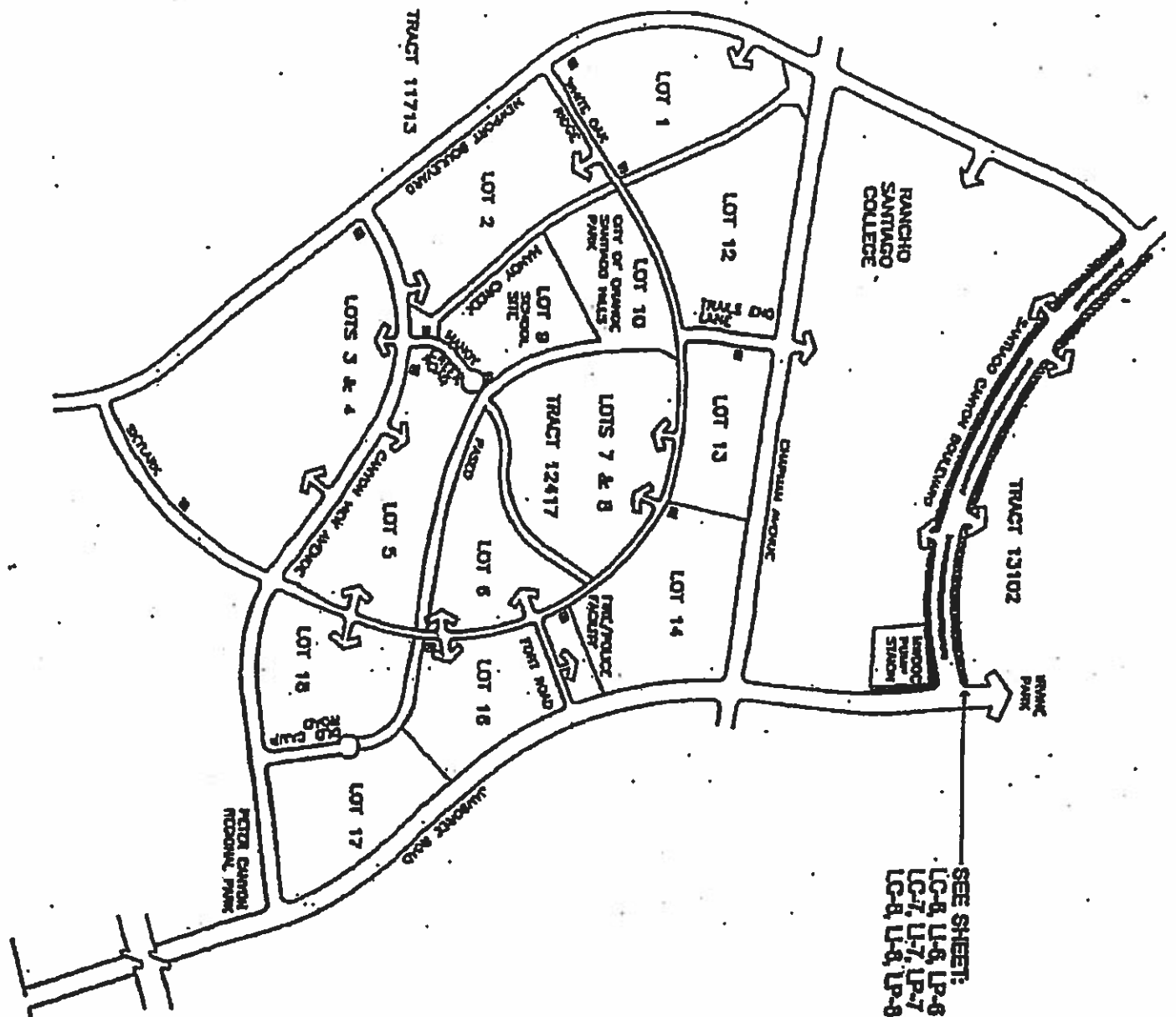
RESUBDIVISION . . . JAT
 THE CITY OF ORANGE
 SAN JACINTO HILLS
 NEWPORT BOULEVARD -
 NORTH OF CHAPMAN
 ASSESSMENT DISTRICT 88-2
 ORANGE, CALIFORNIA
 MAINTENANCE AREA 29,100

CITY OF ORANGE
 CITY OF JUSTIN



MAINTENANCE RESPONSIBILITY MAP
THE CITY OF ORANGE
SANTAGO HILLS
SANTAGO CANYON ROAD -
PARKWAYS AND MEDIANS
ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA
MAINTENANCE AREA
64,393 SQ. FT.

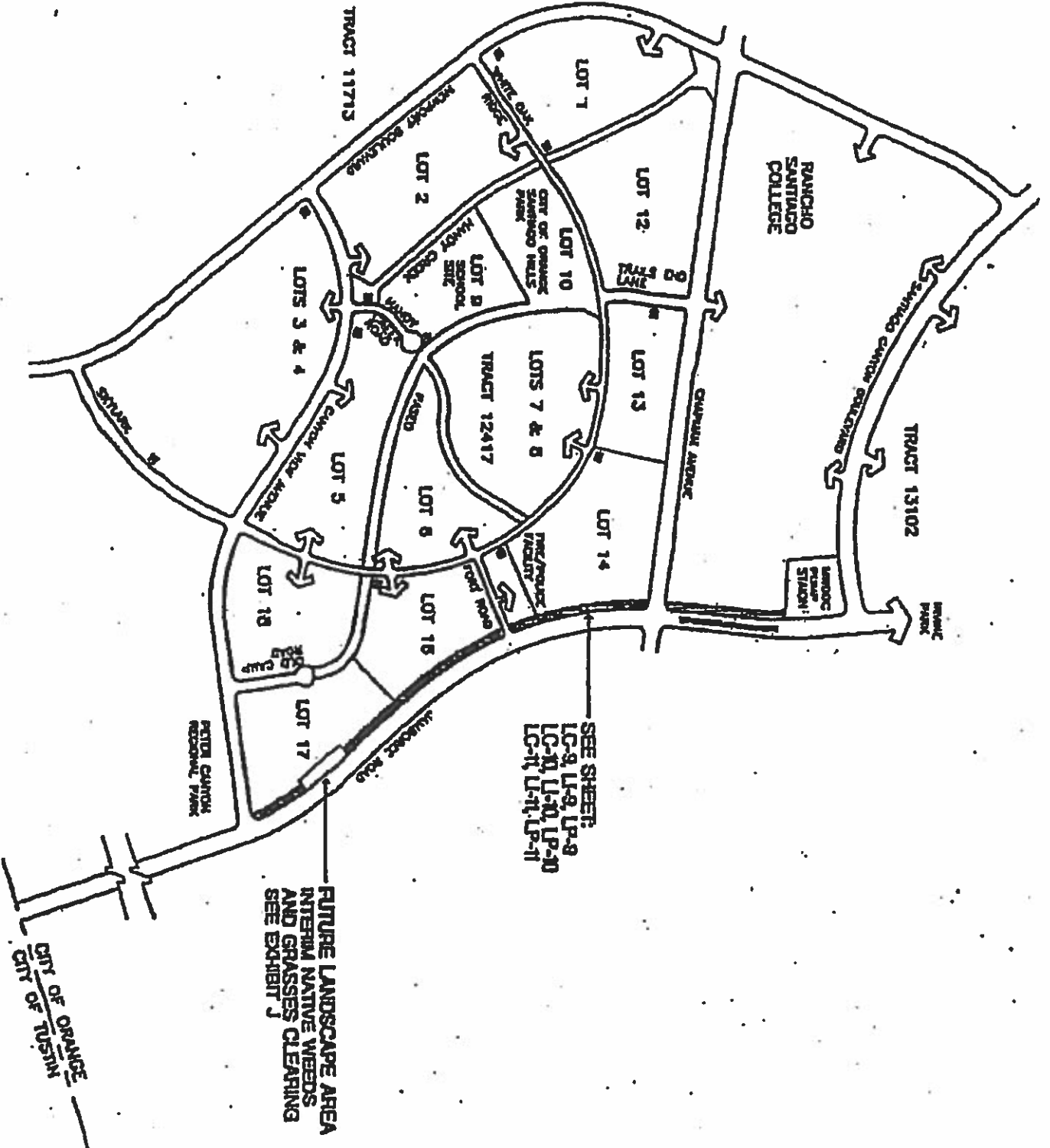
SEE SHEET:
 LC-8, U-8, LP-8
 LC-7, U-7, LP-7
 LC-6, U-6, LP-6



CITY OF ORANGE
 CITY OF TUSTIN



RESPONSIBILITY MAP
 THE CITY OF ORANGE
 SANTIAGO HILLS
 JAMBORIE STREETSCENE
 ASSESSMENT DISTRICT 86-2
 ORANGE, CALIFORNIA
 MAINTENANCE AREA 66,640



CITY OF ORANGE
 CITY OF TUSTIN

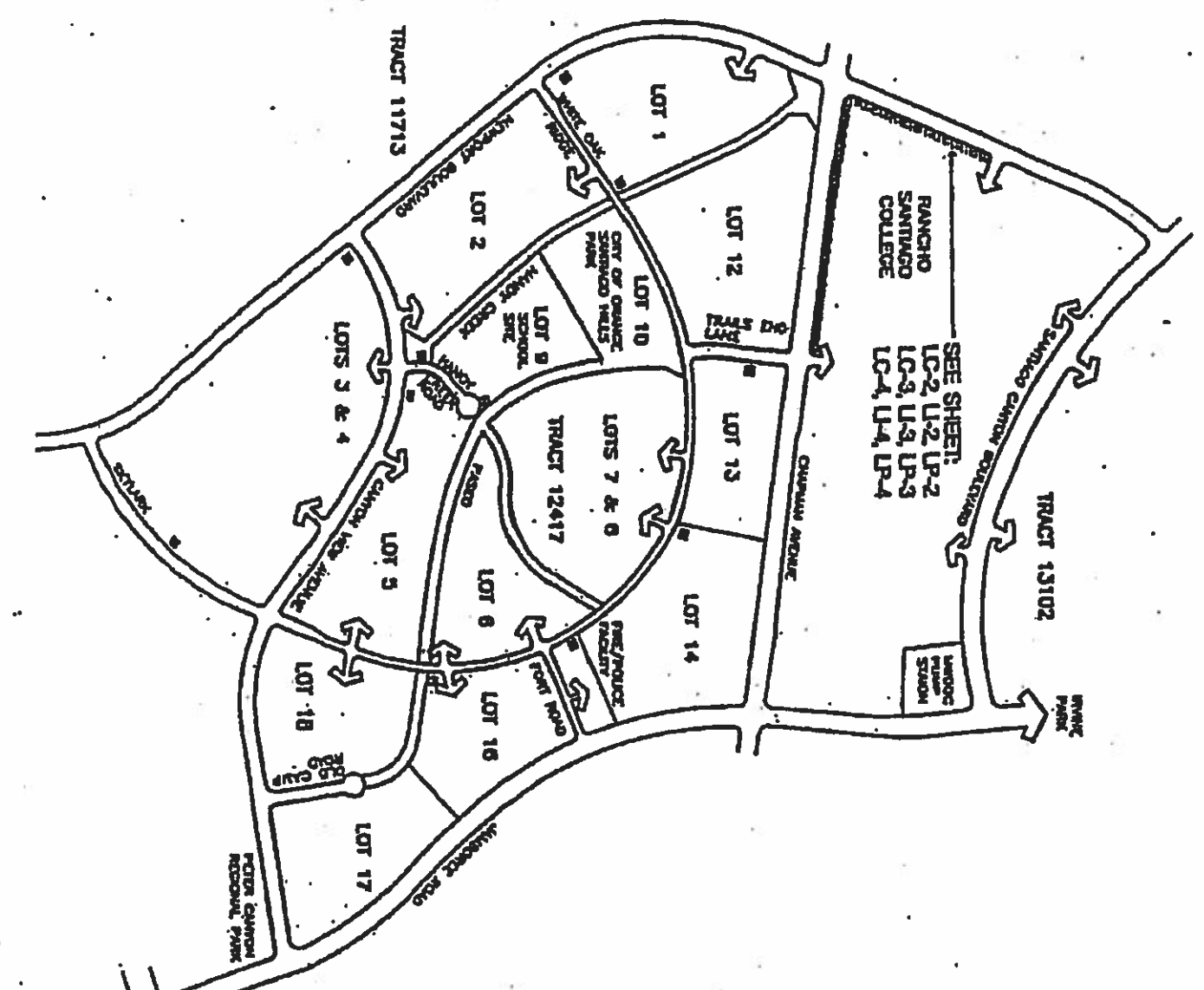
FUTURE LANDSCAPE AREA
 INTERIM NATIVE WEEDS
 AND GRASSES CLEARING
 SEE EXHIBIT J

SEE SHEET:
 LC-9, LP-9
 LC-10, LP-10
 LC-11, LP-11



NOT TO SCALE

HES-UNSI0117, ...IAF
THE CITY OF ORANGE
SANTIAGO HILLS
RANCHO SANTIAGO COLLEGE -
STREETSCENE
ASSESSMENT DISTRICT 88-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 27500



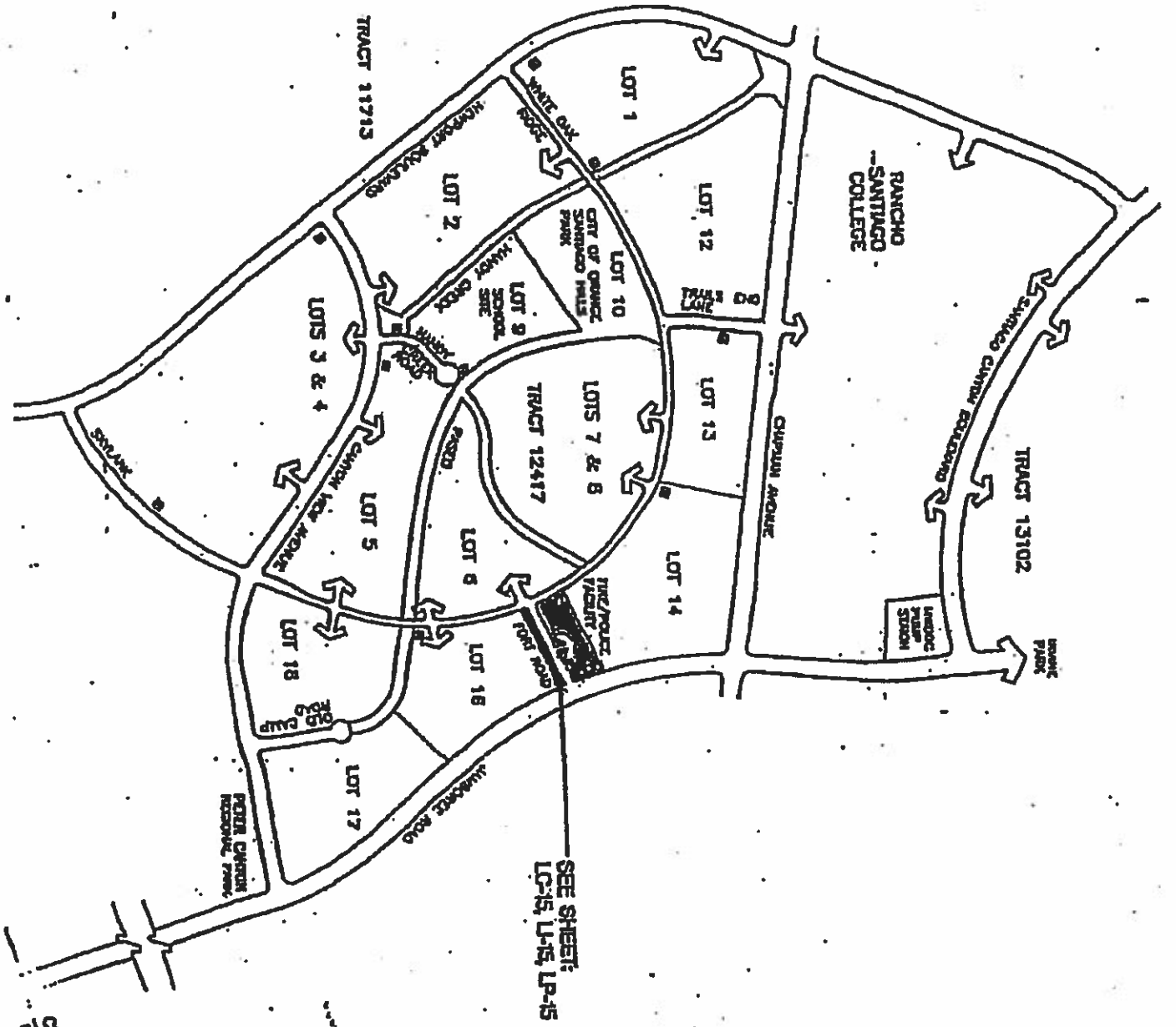
CITY OF ORANGE
 CITY OF TUSTIN



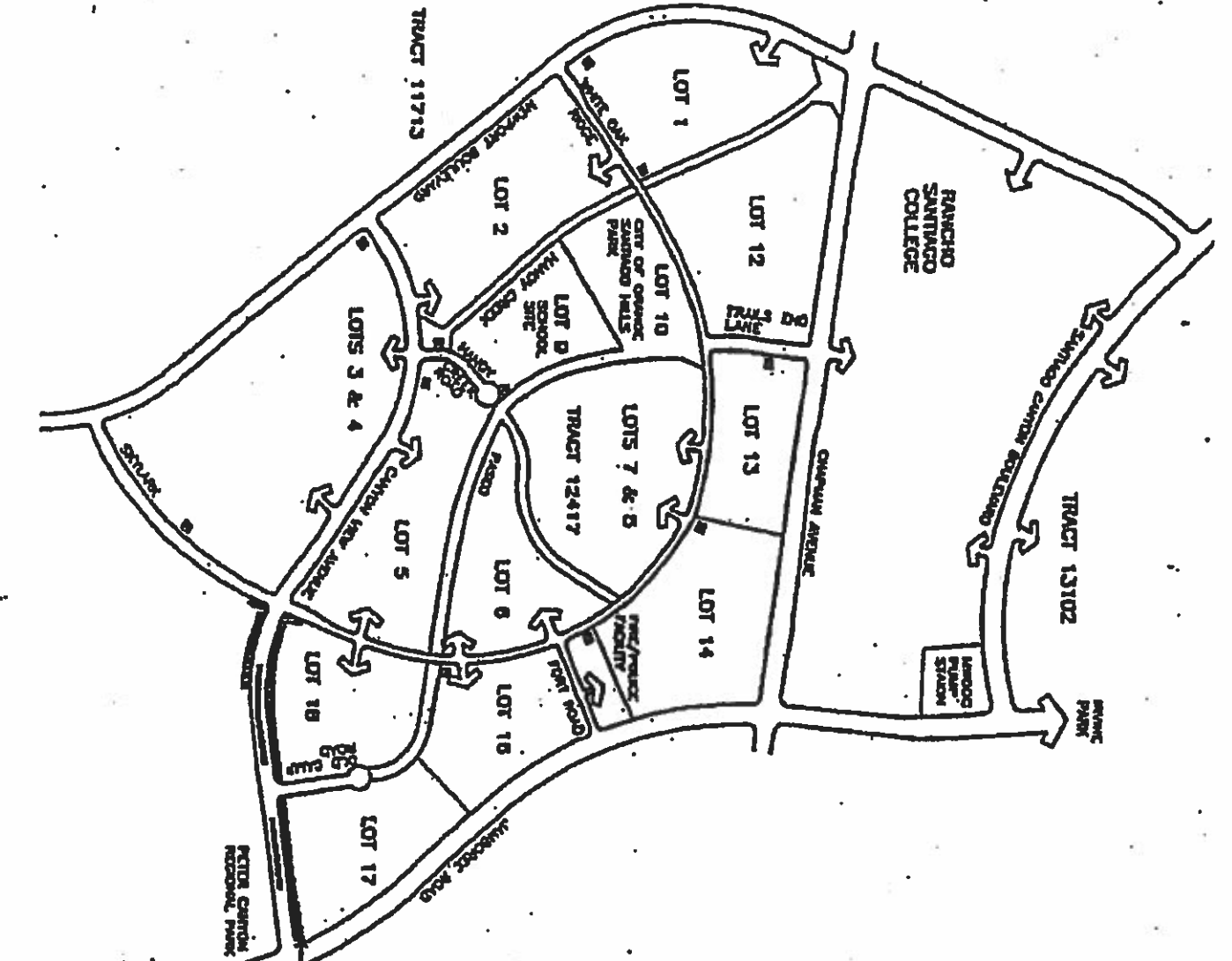
NOT TO SCALE

RESPONSIBILITY Map
THE CITY OF ORANGE
SANTIAGO HILLS
FORT ROAD - NORTH & SOUTH PARKWAY
ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA

MAINTENANCE AREA 7,920 SQ. FT
FIRE/POLICE FACILITY 13,950 SQ. FT



RESPONSIBILITY MAP
THE CITY OF ORANGE
SANRAGO HILLS
CANYON VIEW AVENUE
PARKWAY AND MEDIAN
ASSESSMENT DISTRICT 88-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 23500

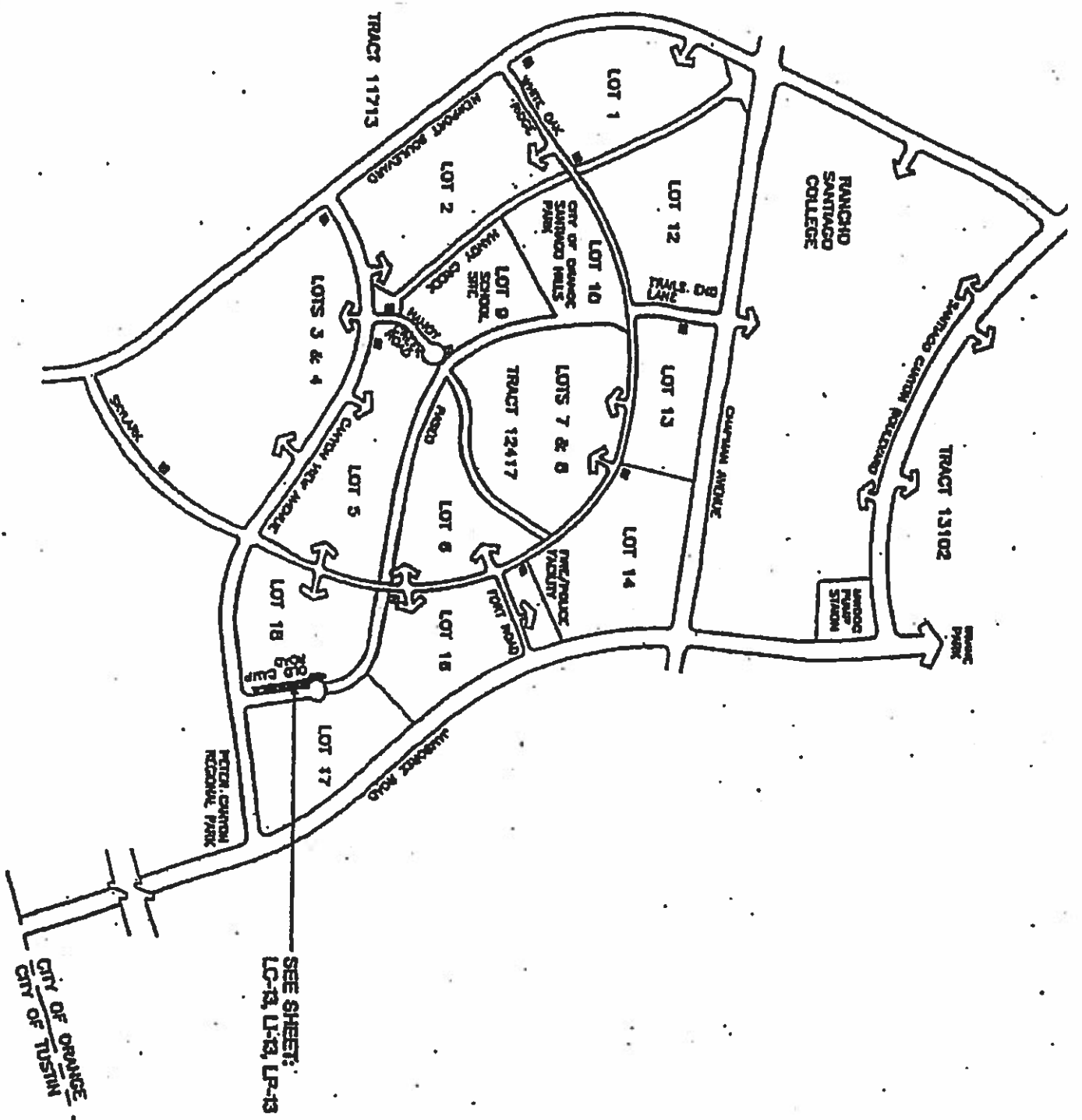


SEE SHEET:
LC-12, LP-12, UP-12

CITY OF ORANGE
CITY OF TUSTIN



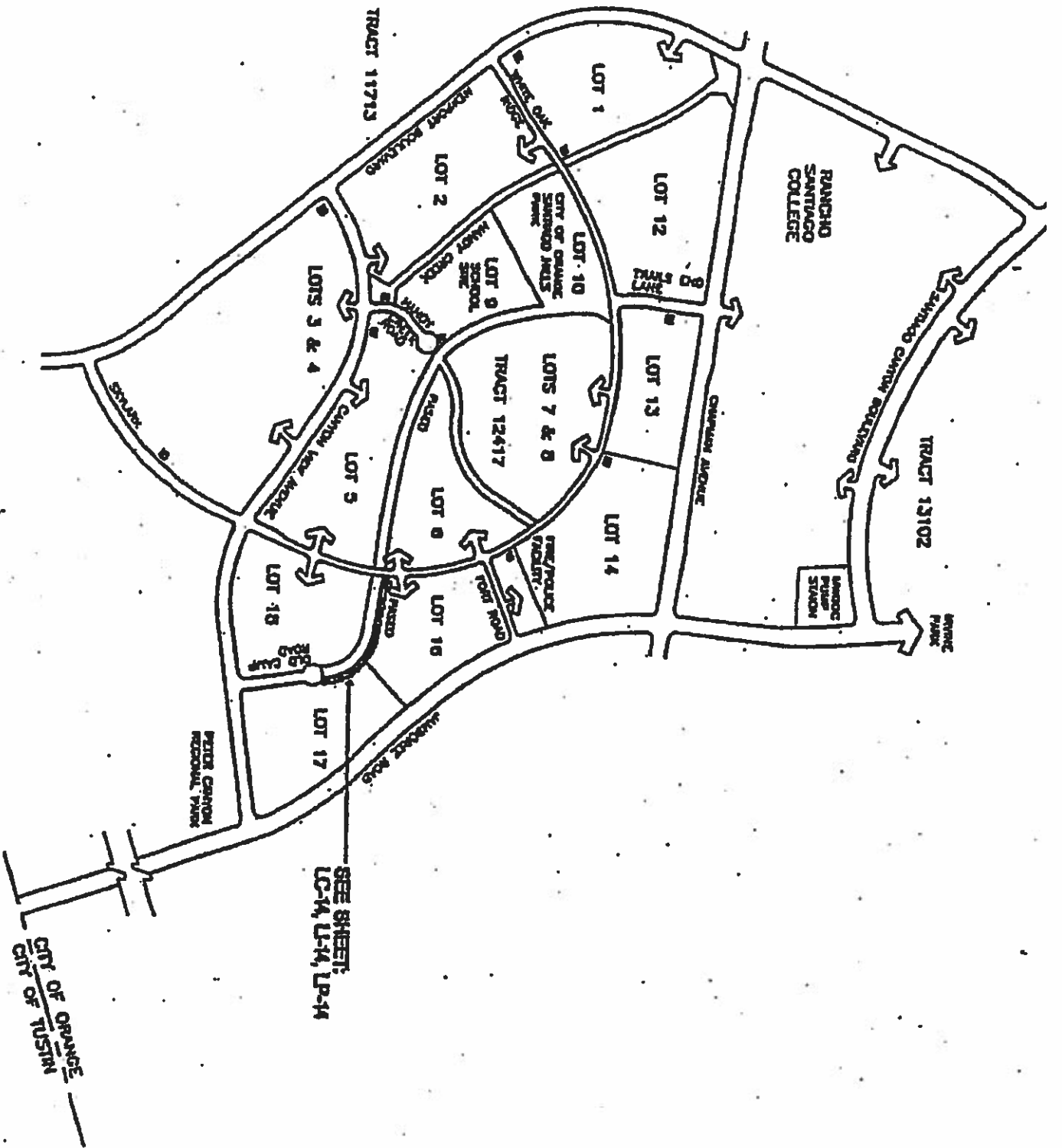
RESPONSIBILITY MAP
THE CITY OF ORANGE
SANTIAGO HILLS
OLD CAMP ROAD - WEST PARK
ASSESSMENT DISTRICT 88-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 1650 S



SEE SHEET:
 LC-13, LP-13, LP-13



RESPONSIBILITY MA
THE CITY OF ORANGE
SANTAGO HILLS
PASEO - BETWEEN WHITE O
AND OLD CAMP ROAD
ASSESSMENT DISTRICT 88-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 2013



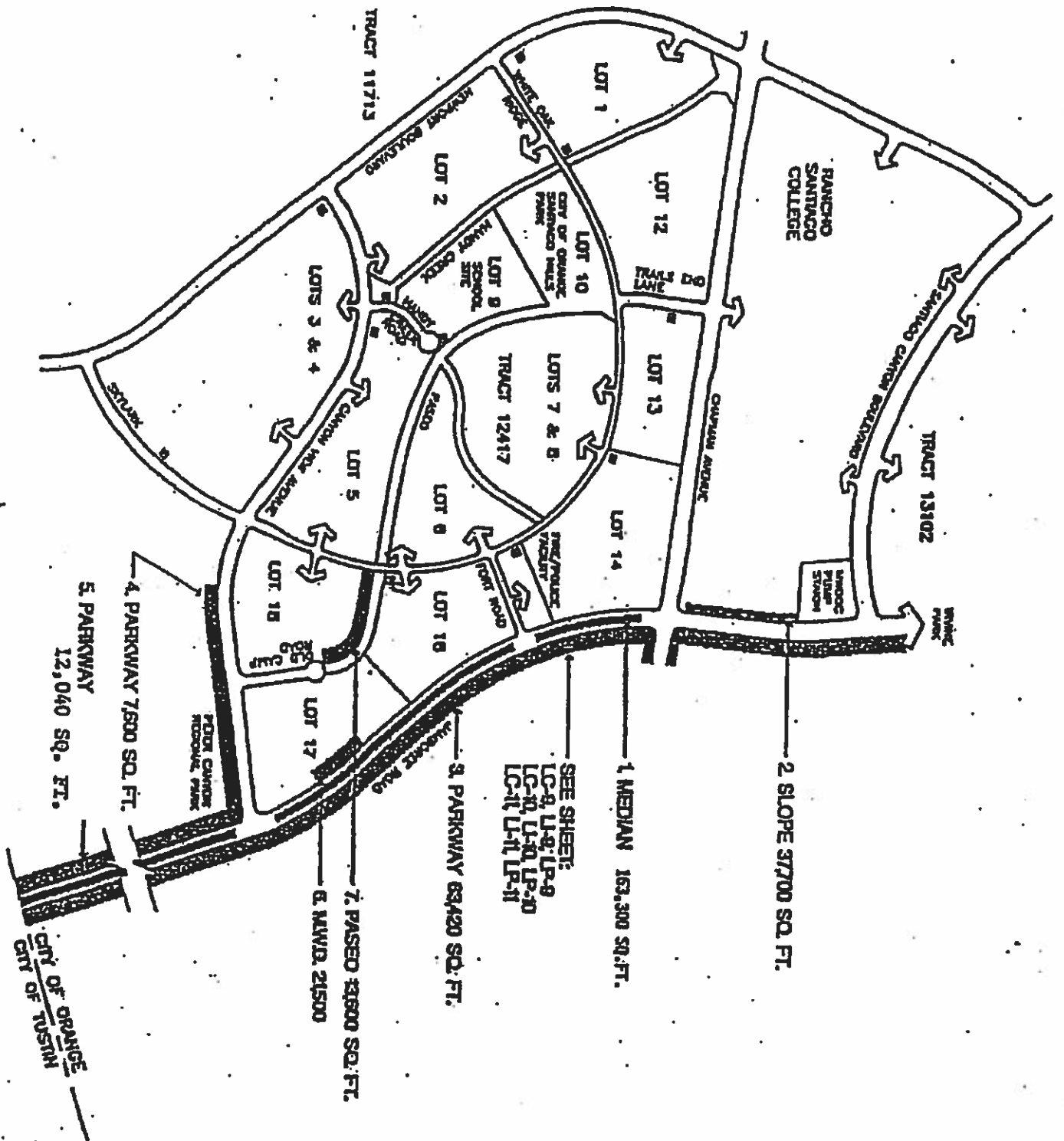
SEE SHEET:
 LC-14, L-14, LP-14

CITY OF ORANGE
 CITY OF JUSTIN



NOT TO SCALE

M. J. E. V. I.
RESPONSIBILITY MA
 THE CITY OF ORANGE
 SANFORD HILLS
 PASEO CANYON VIEW AVENUE
 JAMBOREE ROAD
 MEDIANS AND PARKWAY
 ASSESSMENT DISTRICT 86-2
 ORANGE, CALIFORNIA
 MAINTENANCE AREA
 321,160 SQ. FT.



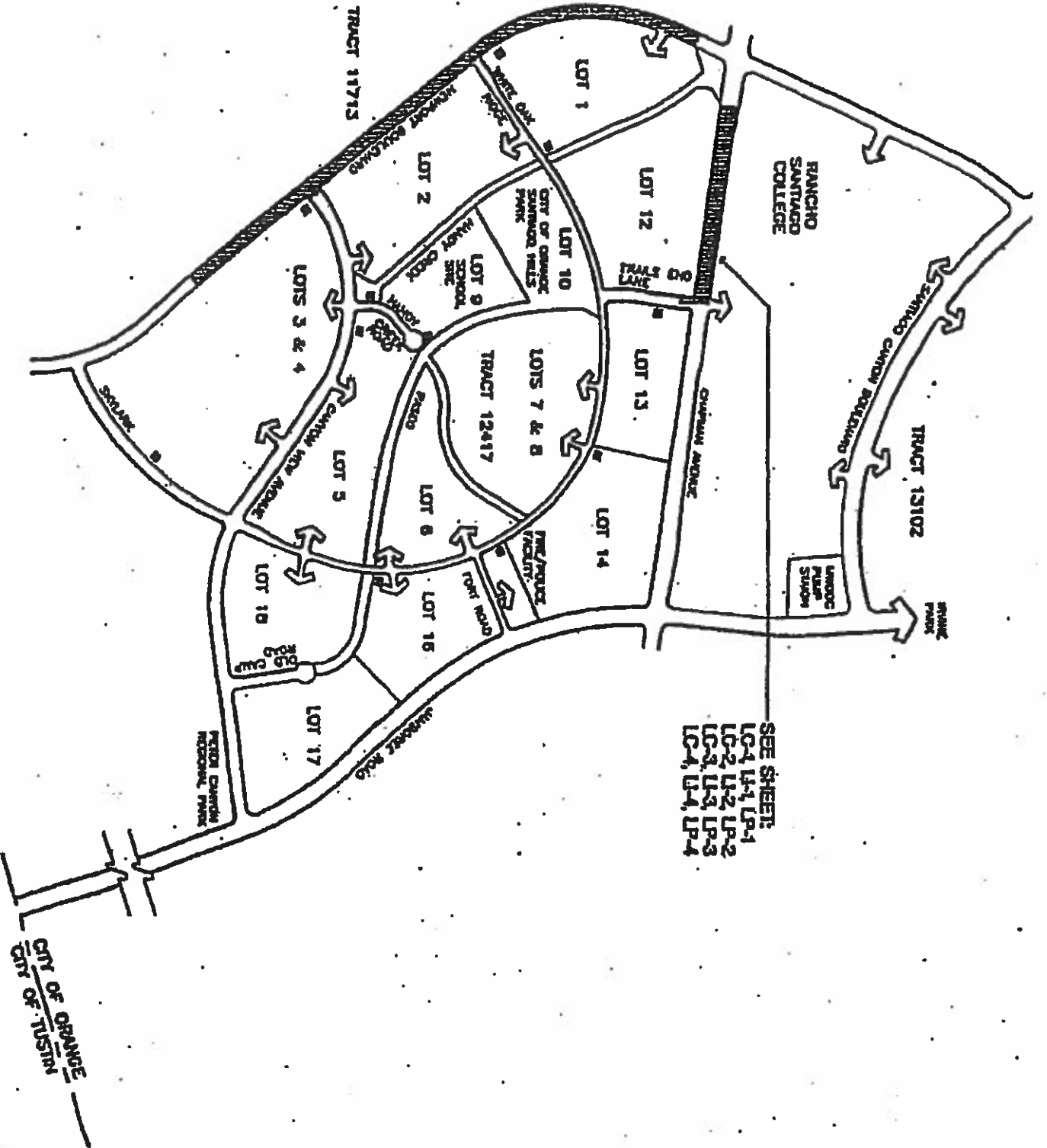
4. PARKWAY 7500 SQ. FT.
 5. PARKWAY 12,040 SQ. FT.

1. MEDIAN 163,300 SQ. FT.
 2. SLOPE 37700 SQ. FT.
 3. PARKWAY 63420 SQ. FT.
 7. PASEO 14900 SQ. FT.
 8. MIDW. 21500

SEE SHEET:
 LC-8, U-8, LP-8
 LC-10, U-10, LP-10
 LC-11, U-11, LP-11



RESPONSIBILITY
THE CITY OF ORANGE
SANTIAO HILLS
NEWPORT BOULEVARD AND
CHAPMAN AVENUE STREETS
ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 8102



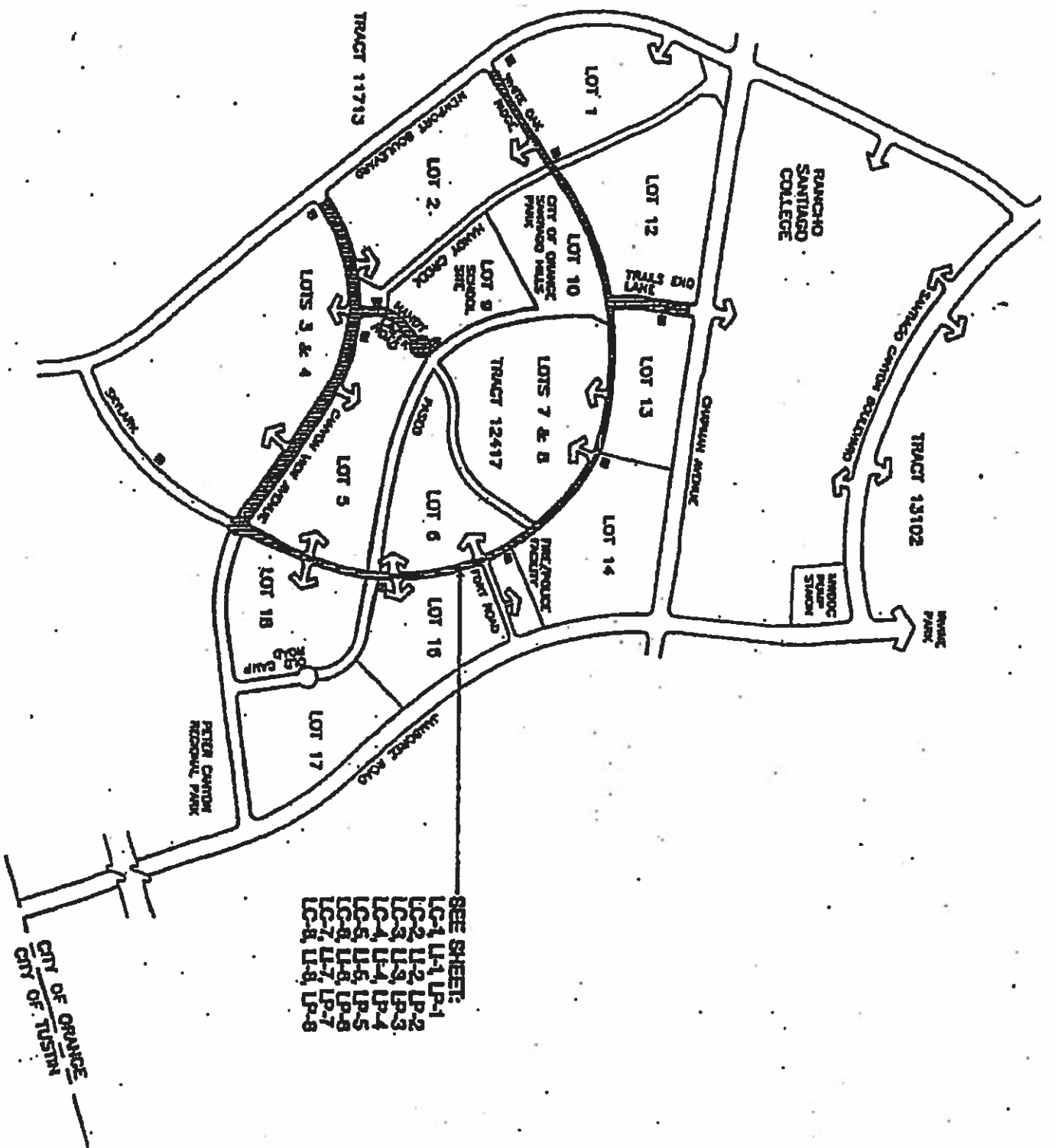
SEE SHEET:
 LG-1, LP-1, LP-4
 LG-2, LP-2, LP-2
 LG-3, LP-3, LP-3
 LG-4, LP-4, LP-4

CITY OF ORANGE
 CITY OF TUSTIN



RESPONSIBILITY MAP
THE CITY OF ORANGE
SANTIAGO HILLS
CANYON, NEW AVENUE, WHITE O
RIDGE, TRAILS END, HAN DY CREE
ROAD, STRETSCENE AND
MEDIANS PER EXHIBIT 1
ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA
MAINTENANCE AREA

200,150 SQ.

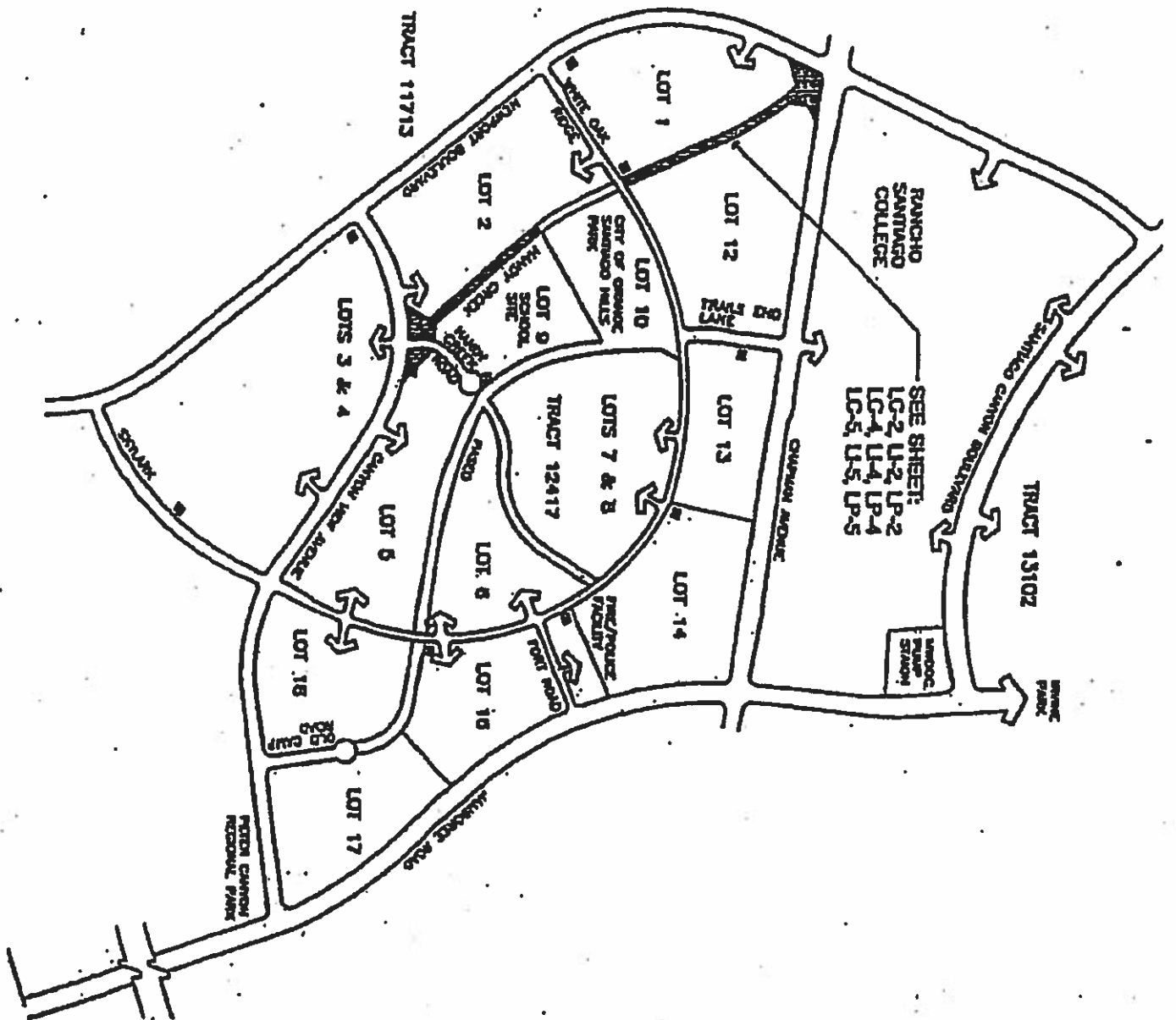


- SEE SHEET:
- 1G-1, 1H-1, 1P-1
 - 1G-2, 1H-2, 1P-2
 - 1G-3, 1H-3, 1P-3
 - 1G-4, 1H-4, 1P-4
 - 1G-5, 1H-5, 1P-5
 - 1G-6, 1H-6, 1P-6
 - 1G-7, 1H-7, 1P-7
 - 1G-8, 1H-8, 1P-8

CITY OF ORANGE
 CITY OF TUSTIN



RESPONSIBILITY MAP
 THE CITY OF ORANGE
 SANTIVO HILLS
 HANDY CREEK CORRIDOR
 ASSESSMENT DISTRICT 88-2
 ORANGE, CALIFORNIA
 MAINTENANCE AREA 254530



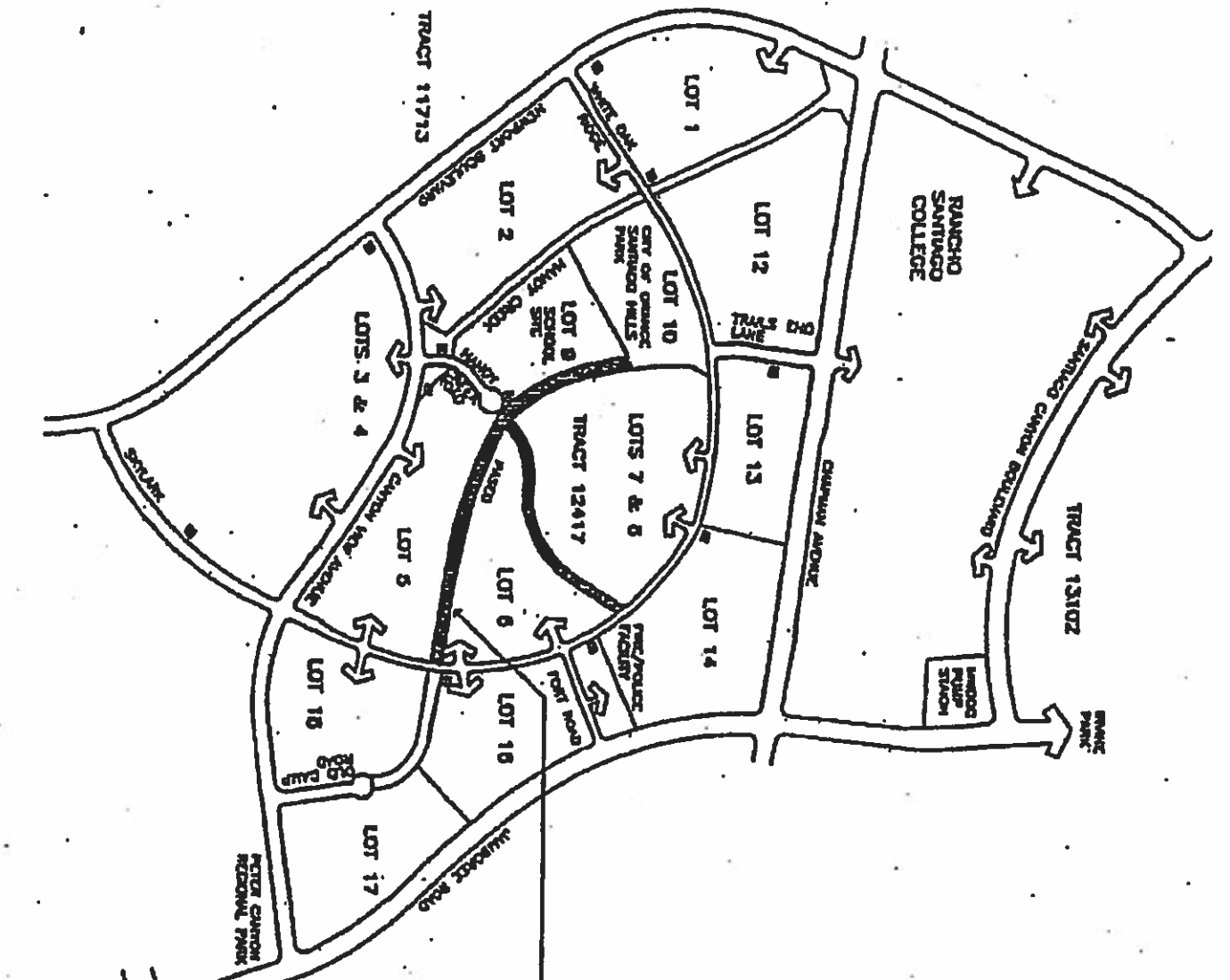
CITY OF ORANGE
 CITY OF TUSTIN



NOT TO SCALE

EXHIBIT B

RESPONSIBILITY MAP
 THE CITY OF ORANGE
 SANTIAGO HILLS
 PASEOS
 ASSESSMENT DISTRICT 86-2
 ORANGE, CALIFORNIA
 MAINTENANCE AREA 139,880

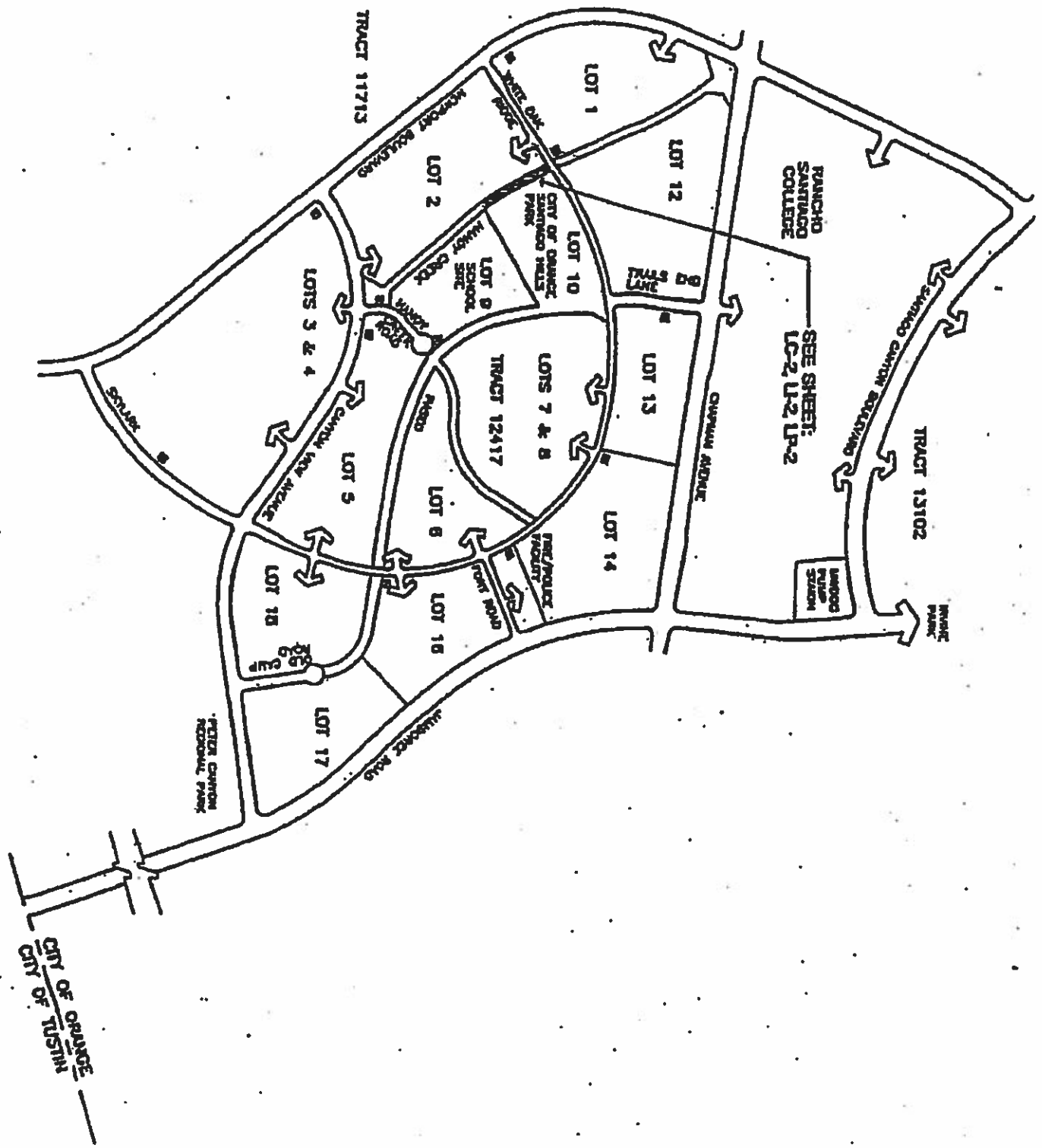


SEE SHEET:
 LC-1 U-1 LP-1
 LC-2 U-2 LP-2
 LC-3 U-3 LP-3
 LC-4 U-4 LP-4
 LC-5 U-5 LP-5

CITY OF ORANGE
 CITY OF TUSTIN



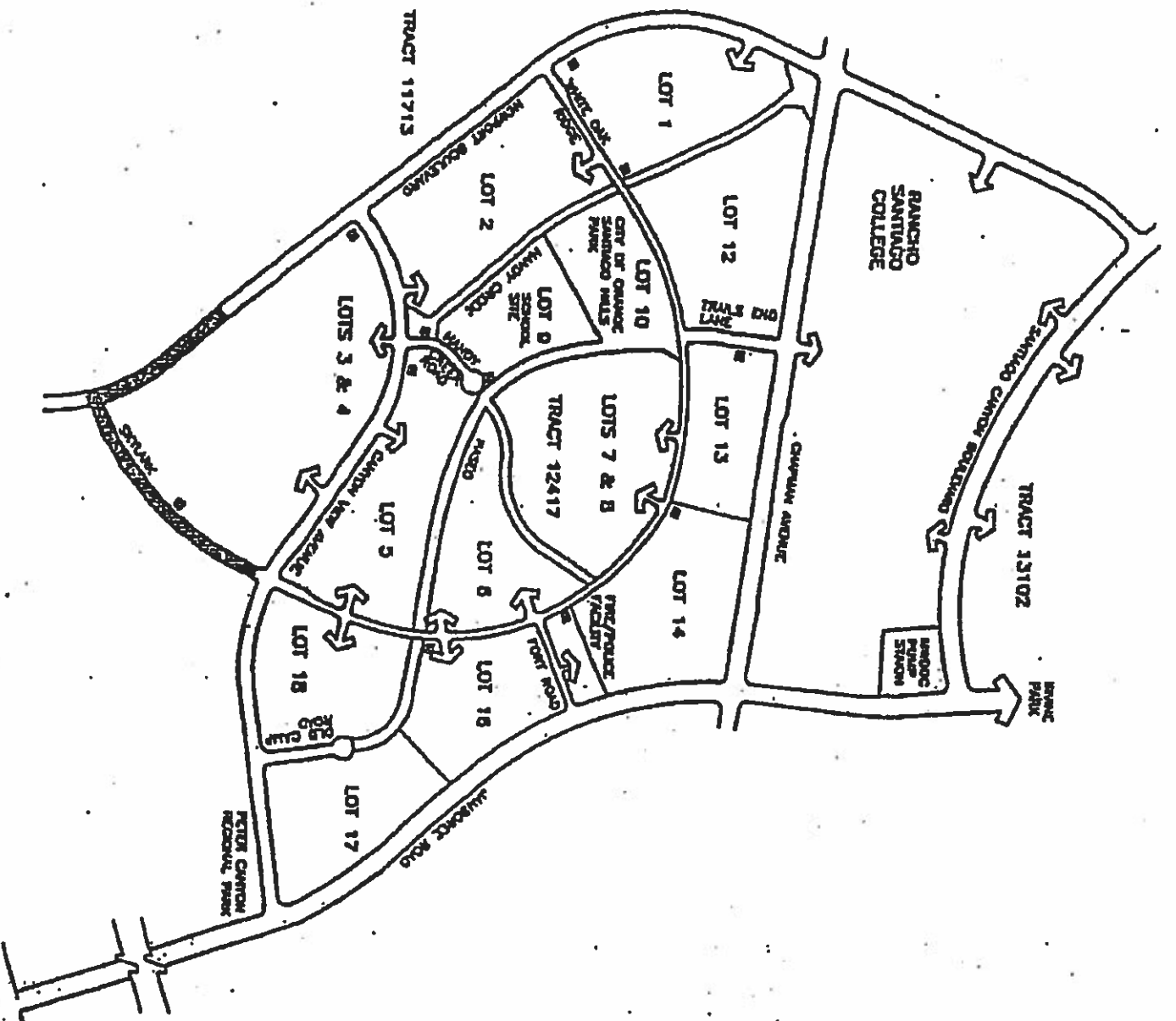
HESPERUS, INC. MAP
 THE CITY OF ORANGE
 SANTIAGO HILLS
 PARK SLOPE
 ASSESSMENT DISTRICT 86-2
 ORANGE CALIFORNIA
 MAINTENANCE AREA 21250 SC



CITY OF ORANGE
 CITY OF TUSTIN



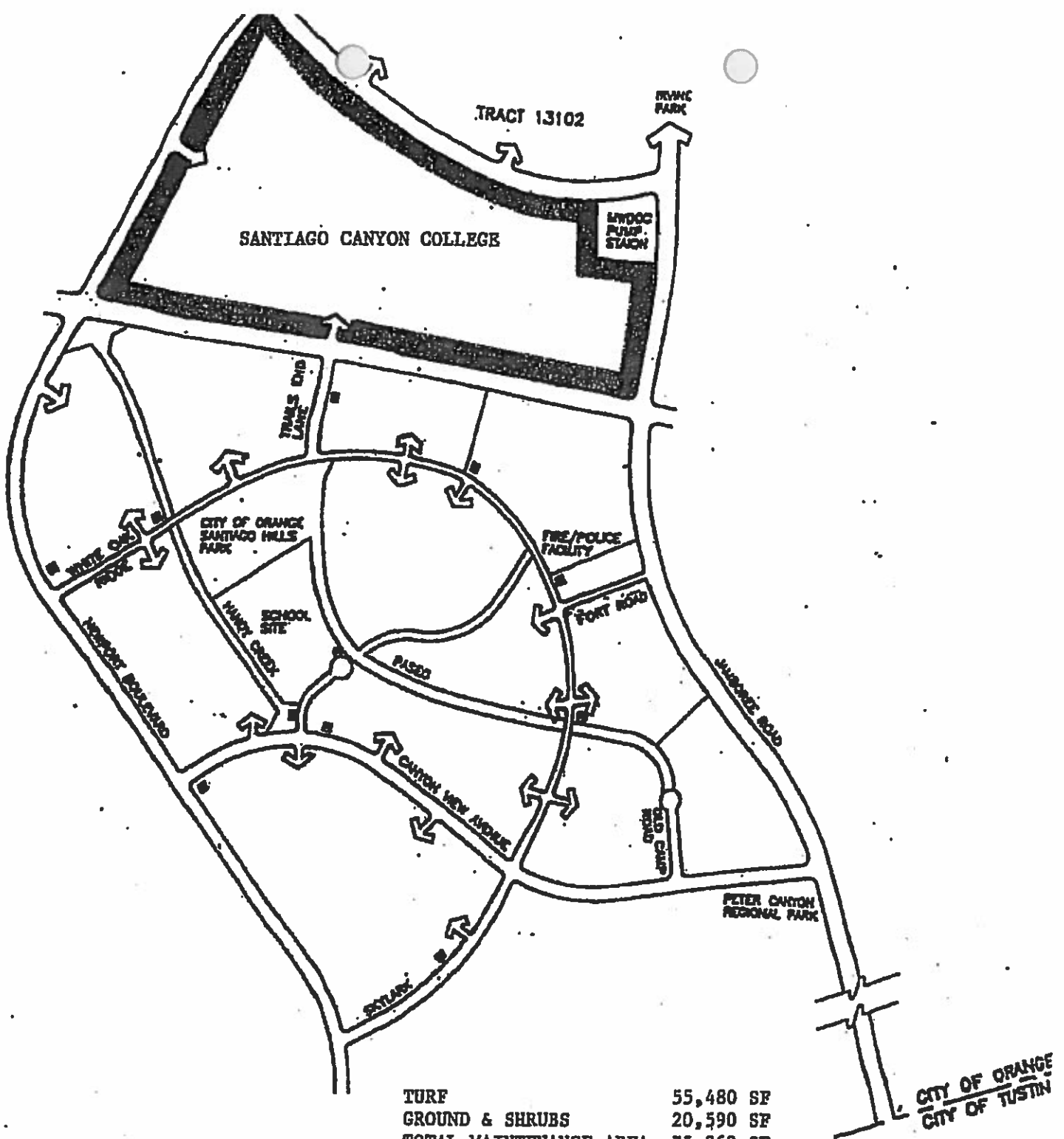
JAF JV JE
RESPONSIBILITY MAP
THE CITY OF ORANGE
SANTAGO HILLS
NEWPORT BOULEVARD AND
SKYLARK STREETS/SCENE
ASSESSMENT DISTRICT 88-2
ORANGE, CALIFORNIA
MAINTENANCE AREA 68400 S



CITY OF ORANGE
 CITY OF TUSTIN



NOT TO SCALE



**MAINTENANCE
RESPONSIBILITY MAP**
THE CITY OF ORANGE
SANTIAGO HILLS

ASSESSMENT DISTRICT 86-2
ORANGE, CALIFORNIA

EXHIBIT Q



NOT TO SCALE

YEARLY LANDSCAPE MAINTENANCE SCHEDULE

	January	Feb.	March	April	May	June	July	August	Sept.	October	Nov.	Dec.
IRRIGATION												
Irrigation Check	W	W	W	W	W	W	W	W	W	W	W	W
Irrigation Maintenance			M									
Manual Operation	M	M	M	M	M	M	M	M	M	M	M	M
Booster Pump Maintenance		M						M				
CLEAN WALKS/PARKING LOTS/MEDIANS												
Clean-up	W	W	W	W	W	W	W	W	W	W	W	W
DRAINAGE FACILITIES												
Inspect/Clean	W	W	W	W	W	W	W	W	W	W	W	W
Terrace/Down Drains									M			
TRASH REMOVAL												
Trash pick-up	W	W	W	W	W	W	W	W	W	W	W	W
Service Doggie Bag Stations	W	W	W	W	W	W	W	W	W	W	W	W
Empty Trash Containers	W	W	W	W	W	W	W	W	W	W	W	W
SEASONAL COLOR CARE												
Color Change			M	M	M	M	M	M	M	M	M	M
Fertilization	M	M	M	M	M	M	M	M	M	M	M	M
WEED CONTROL												
Inspection	W	W	W	W	W	W	W	W	W	W	W	W
Ground Cover/Shrubs	W	W	W	W	W	W	W	W	W	W	W	W
Paved Surfaces/Medians	W	W	W	W	W	W	W	W	W	W	W	W
Perimeter Areas	M	M	M	M	M	M	M	M	M	M	M	M
Native Weeds/Grass Cleaning	M	M	M	M	M	M	M	M	M	M	M	M
Recreation Trail/Weeding	M	M	M	M	M	M	M	M	M	M	M	M
MAINTENANCE REVIEW	W	W	W	W	W	W	W	W	W	W	W	W

LEGEND

DAILY, W - Weekly, M - Monthly, Q - Quarterly, * - As Needed
Mnischd

YEARLY LANDSCAPE MAINTENANCE SCHEDULE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
TURF CARE EI Camino	W	W	W	SW	SW	SW	SW	SW	SW	SW	W	W
Mowing	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Edging/Trimming	BW	BW	BW	BW	W	W	W	W	W	W	BW	BW
Fertilization		M				M		M		M		M
Aeration			M									
Dehatching									M	M		
Overseeding									M	M		
Crabgrass Pre-emergent	M	M							M	M	M	
Annual Pre-emergent		M										
GROUND COVER CARE												
Edging/Trimming	W	W	W	W	W	W	W	W	W	W	W	
Fertilization		M				M*				M		
TREES CARE												
Evergreen Tree Pruning												
Deciduous Tree Pruning	M	M							M	M		M
Palm Tree Pruning												
Staking -and Guying	M	M	M	M	M	M	M	M	M	M	M	M
Deep Root Fertilization			M									
SHRUB AND VINE CARE												
Pruning	W	W	W	W	W	W	W	W	W	W	W	W
Fertilization		M								M		
PEST CONTROL CARE												
Disease/Fungus Control												
Insect Control												
Rodent Control												
Snail and Slug Control		M		M							M	

LEGEND

DAILY, W – Weekly, M - Monthly, M* - Sycamore Crossing Landscape Assessment District, * - As Necessary

CITY OF ORANGE
REQUEST FOR PROPOSAL ("RFP")
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR
RIVERBEND BIOSWALES, SYCAMORE
CROSSING L.M.D. 94-1,
AND
WATER DIVISION FACILITIES

PROPOSAL NO: 167-30

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

**LEGAL NOTICE
CITY OF ORANGE
FINANCE DEPARTMENT
300 E. CHAPMAN AVENUE
ORANGE, CA 92866**

**NOTICE INVITING PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES FOR
RIVERBEND BIOSWALES, SYCAMORE CROSSING (Landscape Maintenance
District 94-1) and
WATER DIVISION FACILITIES
(PROPOSAL NO: XXX-XX)**

NOTICE IS HEREBY GIVEN that the City of Orange, a municipal corporation (the "City"), hereby invites the submission of proposals from qualified companies to provide the City with Landscape Maintenance Services for RIVERBEND BIOSWALES, SYCAMORE CROSSING (LMD 94-1) and WATER DIVISION FACILITIES. Copies of the Request for Proposals ("RFP") are available for the cost of reproduction by contacting the City's Department of Community Services, which is open for business from 7:30 a.m. to 5:30 p.m. on Mondays through Thursdays, at:

230 E. Chapman Avenue
Orange, California, 92866

Attention: Nathan Bluhm, Landscape Coordinator
Telephone: 714-532-6491
Email: nbluhm@cityoforange.org

Responses to the RFP must be received in accordance with the requirements set forth in the RFP by not later than 2:00 p.m. on Thursday, March 23, 2017.

Please note that there will be a general information meeting to be held at 10:00 a.m. on, Tuesday, March 14, 2017 at 230 E. Chapman Avenue, Orange, CA 92866.

It is the City's goal to present a recommendation for the award of a contract to the successful proposer to the City Council at its regular meeting of May 09, 2017.

City of Orange
Glenn J. Kaye Purchasing Officer
(714) 744-2254

Publish Orange City News
February 22nd & March 1st, 2017
Acct. No. _____

Invitation for Proposal – RIVERBEND BIOSWALES, SYCAMORE CROSSING and
WATER DIVISION FACILITIES

INSTRUCTIONS TO PROPOSERS

1. **SCOPE OF WORK.** The City of Orange, a municipal corporation (herein referred to as the "City"), is requesting proposals from qualified companies to provide landscape maintenance services for the RIVERBEND BIOSWALES, SYCAMORE CROSSING (LMD 94-1), and WATER DIVISION FACILITIES. The scope of work of the RIVERBEND BIOSWALES, SYCAMORE CROSSING, and WATER DIVISION FACILITIES is described within Attachment No. 3 hereto.

2. **WHERE AND WHEN TO SUBMIT PROPOSALS.** Proposals must be complete and sealed. Five (5) copies of each proposer's proposal along with one (1) separate, sealed cost proposal, must be submitted to the Office of the City Clerk, located at 300 East Chapman Avenue, Orange, California, 92866 (Attention: Nathan Bluhm) **not later than 2:00 p.m. on Thursday, March 23, 2017.**

The envelopes containing a proposal must be marked "RIVERBEND BIOSWALES, SYCAMORE CROSSING, and WATER DIVISION FACILITIES." Proposals must be signed by an individual (or individuals) authorized to execute legal documents on behalf of the proposer. Faxed or e-mailed bids are not acceptable and will not be considered. Proposals received after this deadline will not be considered.

3. **PROPOSAL INQUIRIES, INSTRUCTIONS AND QUESTIONS.** The City representative from whom proposers will receive instructions:

Nathan Bluhm, Landscape Coordinator
230 East Chapman Avenue
Orange, California 92866

Telephone: 714-532-6491
Email: nbluhm@cityoforange.org

Please note that Mr. Bluhm will lead a **pre-proposal general information meeting with site descriptions/locations map; please meet Mr. Bluhm at 10:00 a.m. Date: Tuesday, March 14, 2017, in the offices of the Community Services Department which are located at 230 East Chapman Avenue in the City of Orange.** Proposers are strongly encouraged to attend this meeting prior to submitting their proposals.

Questions regarding this RFP should be directed only to Mr. Bluhm. Do not contact any other City employee or official regarding this RFP. If any person or firm contemplating the submittal of a proposal in response to this RFP is in doubt as to the true meaning of any part of this RFP, he/she/it may submit to Mr. Bluhm a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this RFP will be made only by addendum, duly issued by Mr. Bluhm. Copies of such addenda will be mailed or delivered to those persons who have received this RFP.

Invitation for Proposal – RIVERBEND BIOSWALES, SYCAMORE CROSSING and
WATER DIVISION FACILITIES

4. **SIGNATURES ON PROPOSAL; PROOF OF AUTHORITY.**

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

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

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

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

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

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

IMPORTANT: Proposals may be rejected if the proper documentation is not provided.

5. **EXAMINATION OF PROPOSAL.** Each proposer is responsible for examining this RFB, including all attachments hereto, and submitting its bid complete and in conformance with these instructions.

6. **CONDITIONS OF SITE/WORK.** Each proposer shall carefully examine the attached specifications and exhibits and attachments to this RFP, as well as all of the project sites, to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

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

8. **REQUIRED INFORMATION.** The proposer is required to complete, execute and deliver with its proposal the following:

Invitation for Proposal – RIVERBEND BIOSWALES, SYCAMORE CROSSING and
WATER DIVISION FACILITIES

- A. A Statement of Required Information and Experience in the form attached hereto as Attachment No. 1; and,
- B. Certificate of Non-collusion in the form attached hereto as Attachment No. 2;

9. **BUSINESS PLAN & PRESENTATION.** Proposers shall include a comprehensive Business Plan in their proposal, detailing how they propose to meet the expectations of the City and its landscape Specifications for RIVERBEND BIOSWALES, SYCAMORE CROSSING, and WATER DIVISION FACILITIES. The Business Plan should define why your firm should be considered to enter into a contract with the City to provide the services described in this RFP and what separates your firm from others that may be proposing to provide similar services to the City.

The firms with the proposals that are considered to be most responsive will be selected to present their Business Plan to the City's selection committee. The committee will select the firm that best meets the needs of the City for Landscape Maintenance Services to RIVERBEND BIOSWALES, SYCAMORE CROSSING, and WATER DIVISION FACILITIES. The Business Plan of the firm selected to enter into an agreement with the City will be considered part of the firm's proposal and be incorporated into the agreement with the City. All statements, conditions, and representations contained in the Business Plan shall be considered as contractual obligations.

10. **BONDS.**

(a) **Proposal Bond.** Each proposer must submit with his/her/its proposal a proposal bond or certified check payable to the City of Orange and drawn on a solvent bank of the United States of America in a sum not less than 10th of the contract amount for the first year of the term of the contract. All proposal bonds shall be submitted upon Standard AIA forms; or a satisfactory bond of an amount of not less than 10% of such proposal as a guarantee that the proposer, if awarded a contract, will execute and deliver such contract to the City within fifteen (15) days after notice of the award. If the proposer to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within fifteen (15) days after notice of the award, the City shall declare the proposal security to be forfeited, and the money or bond for the proposal security shall be deposited into the City Treasury.

For those proposers who are not awarded the contract and have submitted a certified check in lieu of a proposal bond, the certified check received from such proposers shall be returned to the proposers in question upon the City's award of a contract to the successful proposer.

(b) **Payment Bond.** The successful proposer shall submit a Payment Bond to the City's Purchasing Officer (300 East Chapman Avenue, Orange, California 92866) in accordance with the requirements of Sections 3247 and 3248 of the California Civil Code. The bond shall be in a sum not less than 100% of the contract amount for the first year of the term of the contract and increased for any Extension term to the amount of the contract for each particular Extension term. The bond shall be submitted within fifteen (15) days of notice of the award. Said bond shall be submitted using Standard AIA forms and shall be in a form acceptable to the City Attorney.

11. **CERTIFICATE OF INSURANCE REQUIREMENTS.** Before any work can commence, the selected proposer will be required to execute a written contract in substantially the form attached hereto as Attachment No.4, with such changes therein as the City determines, in its sole and absolute discretion, to be necessary. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the attached contract. Proof of insurance is not required

to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract attached hereto as Attachment No. 4.

12. **WITHDRAWAL OF PROPOSAL**. Any proposer may withdraw its proposal, either personally or by telegraphic or written request, at any time prior to the date and time set for the proposals being due.

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

14. **SPECIFICATIONS NOT CONTRACTUAL**. Nothing contained in this RFP shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP.

15. **NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT**. All responses to this RFP accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the bidder as business or trade secrets and plainly marked as "trade secret", "confidential" or "proprietary". Each element of a proposal which a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act, or otherwise by law (despite the proposer's request for confidentiality), the City shall not, in any way, be liable or responsible, for the disclosure of any such records or part thereof.

16. **EVALUATION OF PROPOSALS**. The response to this RFP should contain documentation of a proposer's credentials and expertise in this field. Consideration will be given to proposers with demonstrable and documented experience in similar work. The Landscape Coordinator and an evaluation committee will review the responses received and interview the companies who submit the most responsive proposals. The following evaluation criteria and weights will be used to evaluate the proposals:

A. Past Performances (30%)

1. Past record of performance on contracts of similar size and scope with cities or other governmental agencies including such factors as reliability, adherence to specifications and compliance with contract terms and conditions;
2. Past record of performance on contracts of similar size and scope with private sector companies including such factors as reliability, adherence to specifications and compliance with contract term and conditions;
3. Acceptable, verifiable references and site reviews.

B. Capability and Experience of Contractor (25%)

1. Ability of proposer and his/her/its sub-contractors, if any, to obtain the staff and equipment necessary to perform the work and specifications outlined in the proposer's business plan;
2. Training and safety precautions taken to perform specifications;
3. Proposer's financial ability to provide uninterrupted landscape services throughout the term of the agreement;

4. Experience of lead worker and maintenance staff assigned to the contract; and,
5. Experience of supervisory and management staff assigned to the contract.

C. Business Plan & Approach to Work (under this contract) (25%)

1. Proposer's demonstration via business plan to program and execute aggressive landscape services for the start-up of this contract work;
2. Business plan presents an integral professional level of quality work which indicates full compliance to work specifications as pertaining to this contract work;
3. Proposer presents in business plan observations of suggested work required to be performed to improve any of the sites herein noted for this contract work.

D. Cost of Proposal (20%)

1. Cost of base proposal;
2. Cost of specialized services; and
3. Cost of Add Alternates (if any are requested).

17. **FOLLOW-UP OF EVALUATION PROCESS BY PROPOSER.** Contractors may follow up on the evaluation of the proposals by contacting Nathan Bluhm, via e-mail at nbluhm@cityoforange.org or by phone at (714) 532-6491.

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

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

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

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

18. **AWARD OF CONTRACT.** Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract substantially in the form attached hereto as Attachment No. 4. Except as otherwise provided below, the term of the contract will be five (5) years and the RFP must set forth in its response to the RFP the cost, including unit prices, that the proposer will charge the City for the performance of its work and services for each year of the term.

For each of the second through fourth years of the term of the contract, the City shall have the right to terminate the contract if the City Council fails to appropriate the necessary funds for payment in each applicable fiscal year (commencing July 1st) as part of its annual budget.

19. **PREVAILING WAGES.** While the work which will be the subject of the contract to be awarded to the lowest responsible proposer is not a "public project" (as that term is defined in Section 22002 of the Public Contract Code of the State of California), Section 1771 of the California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the proposer's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, the proposer will be required, together with any subcontractor under it, to pay not less than the specified prevailing rates of wages to all such workmen. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations (www.dir.ca.gov/DLSR).

Accordingly, the Proposer selected by the City to enter into a contract for the work, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workmen employed in the form attached to this RFP as Attachment No. 4.

20. **EMPLOYEE INFORMATION AND QUALIFICATIONS.** All persons employed by the proposer selected to enter into a contract with the City must be eligible to work in the United States. In addition, the contractor shall not employ a registered sex offender to perform work under the contract awarded by the City. The proposer selected to enter into a contract with the City will be required to deliver to the City before the commencement of work and, thereafter, during the term of the contract for each and every employee or prospective employee hired to perform work under the contract the following:

A. Employment Eligibility of Employees through the 3-Verify Program: Records sufficient to establish that it has complied with the electronic verification of work authorization program of the illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended and operated jointly by the United States Department of Homeland Security and the United States Social Security Administration, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, PUB.L. No. 99-603. The proposer selected by the City shall retain such records for the duration of such employee's employment. The records maintained shall be immediately made available to the City for inspection and audit upon written notice to the contractor by the City Manager; and

B. A color photocopy of a current and active California Driver's License for each and every employee assigned to perform work or each and every prospective employee to be hired. No personnel of the Proposer shall perform or commence to perform any services to the City unless and until the City has conducted and completed to its satisfaction a Megan's Law check through the Sex Offender Tracking program at the California Department of Justice.



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274

ADDENDUM #1

For

Request for Proposal No. 167-30
Landscape Maintenance Services for
Riverbend Bioswales, LMD 94-1, and Water Division Facilities

March, 17, 2017

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of Request for Proposal No. 167-30

1. Regarding additional bid sheets for years 2-4 (sheets attached as part of this email). Proposer shall complete and include these sheets as part of proposal.
2. Bid Bonds will not be a requirement of this RFP. The contractor who is successful in being awarded this Landscape Maintenance Contract will be required to provide a Performance Bond or an alternative monetary guarantee that will be equivalent to three (3) months of the annual contract amount.
3. Employment Eligibility will be required through E-Verify (typing error shows it as 3-Verify).
4. City provides trash can liners.
5. Trash and green waste from contract area may be dumped at the City yard.
6. Seasonal Color is not a part of this contract.
7. Contractor will be required to provide weekly meter readings at approximately 6 meters.
8. Regarding Proposed Manpower and Equipment Program (Attachment No. 1, Section 6, line-item no. 3) there is no minimum for Maintenance Laborers. Proposers are to disregard the reference in the RFP of 5 man/40 hours.
9. Proposers are to disregard any reference to Santiago Hills Assessment District (SHAD), Handy Creek Corridor, Paseo Greenbelt areas etc. – (Attachment No. 3).
10. The Pre-Proposal General Information meeting held on Tuesday, March 14th was not a mandatory meeting.

Respectfully Submitted

Nathan Bluhm, Landscape Project Coordinator
(714) 532-6491 nbluhm@cityoforange.org

ATTACHMENT NO. 1

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

ATTACHMENT NO.1

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

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

1. The proposer shall provide the following:

A. Company Name: Nieves Landscape, Inc.

B. License Number: 674709

C. License Class: C 27

D. License Expiration Date: 7/31/2017

2. Number of years experience as a licensed Contractor engaged in landscape maintenance work for public agencies 21.

3. List a minimum of three (3) public agencies contracts for work similar in nature and scope to the work for which this proposal is being submitted; proposer's are encouraged to list up to five (5) public agency contracts for reference. (Please refer back to Instruction to Proposers – within previous section - item 16. Evaluation of Proposals, for weight given to contact references.) Such work or contracts must have been performed or under contract during the past five (5) years.

A. Name: City of Walnut

Address: 21201 La Puente Road

City: Walnut State: CA Zip: 91788-0682

Contact: Carol Partridge Telephone: (909) 348-0751

Type of Project: Mowing, Edging, Turf Management, Parks, Shrubs, Ground cover, Facility, and Trees

Contract Duration: 9 Years Contract Amount: \$ 103,000.00

B. Name: City of Laguna Hills

Address: 24035 El Toro Road

City: Laguna Hills State: CA Zip: 92653

Contact: Ryan Hanley Telephone: (949) 322-8562

Type of Project: Mowing, Edging, Turf Management, Parks, Shrubs, Ground cover, Facility, and Trees

Contract Duration: 8 Years Contract Amount: \$ 80,000.00

C. Name: City of Laguna Woods

Address: 24264 El Toro Road

City: Laguna Woods State: CA Zip: 92637

Contact: April Baumgarten Telephone: (949) 639-0568

Type of Project: Mowing, Edging, Shrubs, Ground cover, Trees, and Rodent Control

Contract Duration: 6 Years Contract Amount: \$ 11,000.00

D. Name: City of Lake Forest

Address: 25550 Commercecentre Drive

City: Lake Forest State: CA Zip: 92630

Contact: Oscar Garcia Telephone: (949) 461-3576

Type of Project: Park Maintenance, Sports Fields, Slopes, and Dog Parks

Contract Duration: 6 Years Contract Amount: \$ 900,000.00

E. Name: City of Mission Viejo

Address: 27204 East La Paz Road

City: Mission Viejo State: CA Zip: 92692

Contact: Jerry Hill Telephone: (949) 795-8405

Type of Project: Mowing, Edging, Sports Turf, Parks, Shrubs, Ground cover, Facility, and Trees

Contract Duration: 5 Years Contract Amount: \$ 130,000.00

4. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

5. The Proposer shall check Box A or B, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A:

A The undersigned DOES NOT INTEND to subcontract any portion of this project.

B The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (Note: Refer to Sections 4100 through 4113 of the California Government Code for the portion of work for which subcontract disclosure is required with the proposal.)

For each subcontractor to be used for the performance of work under this RFP, please identify the name of the subcontractor, the contact person, address and telephone number, a description of the type of work to be performed by each subcontractor and the percentage that its work represents to the whole:

N/A

6. PROPOSED MANPOWER AND EQUIPMENT PROGRAM

Identify on the line adjacent to each of the following line item, the number of people by position, equipment and types that your company proposes to assign the work described in the attached Landscape Maintenance Specifications on a weekly basis.

A. Manpower Program:

- 1) Supervisor 1-20 Hours Per Week
- 2) Maintenance Foreman 1 man/40 hours (minimum) 1-40 Hours Per Week

3) Irrigation Technician 1 man/40 hours (minimum) 1-40 Hours Per Week

3) Maintenance Laborers ~~5 men/40 hours (minimum)~~ 3-120 Hours Per Week

4) Pest Control Applicator 1-8 Hours Per Week / As Needed

5) Mowing Crew Size (manpower) 4-32 Hours Per Week

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

Name of Supervisor: Tony Gomez

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

Please See Attached Resume

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

Please See Attached Resume

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

Name of Foreman: Doug Curtis

Please See Attached Resume

Foreman's previous work experience (List all pertinent work experience executing foreman responsibilities only, list time period of experience and include names of all other companies, phone numbers and name of respective supervisor's, superintendent or director overseeing foremen.)

Please See Attached Resume

D. Equipment Program:

1) Mowing Equipment

(a) Number & Type of Mowers:

Qty. 2 Type Exmark Lazerz - 72" Mower

Qty. 2 Type Exmark Lazerz - 60" Mower

Qty. 2 Type Honda 21" Mower
 Qty. 2 Type TMC Weed Ealer
 Qty. 2 Type Honda Edgers

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

2) Other Equipment

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

- (a) Irrigation Truck (min. 1 required adequately stock w/supplies) Yes
- (b) Calsense Remote Control
- (c) F-350 Spray Rig with a 300 Gallon Tank Attached
- (d) Hedge Trimmers
- (e) Pole Saws
- (f) Chainsaws
- (g) Blowers
- (h) 4 Gallon Back Pack Sprayers
- (i) Construction Signs, Warning Devices, Delineaters, Regulatory Signs
- (j) Towable Arrow Board
- (k) John Deere Tractor PTO-3520
- (l) Arealors - PTO and Walk Behind

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

7. PROPOSED MAN-HOURS

A. WEEKLY MAINTENANCE

MAN-HOURS/WEEK

Supervision	<u>20</u>	<u>man-hours/week</u>
Weed Control	<u>10</u>	<u>man-hours/week</u>
Turf Care	<u>8</u>	<u>man-hours/week</u>
Ground Cover Care	<u>20</u>	<u>man-hours/week</u>
Shrub and Vine Care	<u>20</u>	<u>man-hours/week</u>

Walkway /Hardscape Care
 Trash Collection & Disposal
 Surface Drainage Facilities

10 man-hours/week
4 man-hours/week
2 man-hours/week

B. SPECIALTY MAINTENANCE

Supervision
 Fertilization
 Aeration
 Dethatch & Overseed
 Pest Control
 Pre-emergent Applications
 Tree Care
 Native Weeds & Grass Clearing

20 man-hours/week
2 man-hours/week
1 man-hours/week
2 man-hours/week
2 man-hours/week
2 man-hours/week
3 man-hours/week
1 man-hours/week

8. **BIDDER SHALL SIGNIFY RECEIPT OF ALL ADDENDA HERE, (IF ANY)**

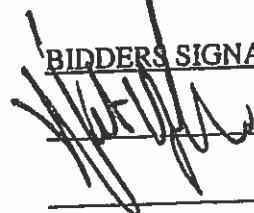
ADDENDUM

DATE RECEIVED

BIDDERS SIGNATURE

#1

3/17/2017



ATTACHMENT NO. 2

FORM OF
CERTIFICATE OF NON-COLLUSION

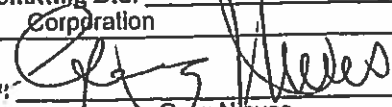
CERTIFICATE OF NON-COLLUSION


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

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

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

Name of Entity Submitting Bid: Nieves Landscape, Inc.
Type of Entity: Corporation

By: 
Printed Name: Greg Nieves
Title: President

By: 
Printed Name: Anne Cashman
Title: Office Manager

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

Telephone Number: (714) 641-3071
Email: (714) 641-8475

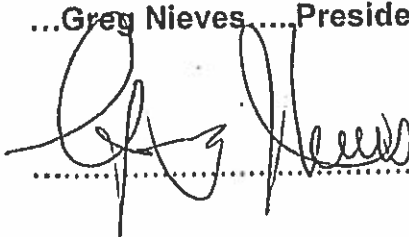
Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

**Re: Proof of Authority for Riverbend Bioswales, Sycamore Crossing,
and Water Division Facilities 167-30**

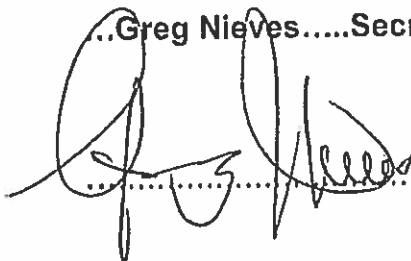
**This proposal is being submitted by Nieves Landscape, Inc. therefore
requiring signatures from the President and Secretary are included to validate
this proposal.**

...Greg Nieves....President.....Date...03-21-17



.....

...Greg Nieves.....Secretary.....Date.....



.....03-21-17

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

Re: City Of Orange Business Plan 167-30

Introduction

We would like to take the opportunity to give you a brief background of our company. Nieves Landscape, Inc. is a full service company with over 200 employees established as a sole proprietorship in 1985 and incorporating in 1991, holding both landscape C-27 contractors and pest control licenses. We believe our location in Santa Ana provides us with an excellent base from which to service your *Riverbend Bioswales, Sycamore Crossing, and Water Division Facilities* in Orange. It is our firm's commitment to provide detailed and efficient maintenance and tree trimming services. Our Supervisors monitor each crew's performance and projects are walked on a continuous basis. Daily communications are maintained with the inspectors and staff through Verizon Phone/Radio equipment. Our office has 24-hour emergency answering service that helps us respond promptly to any emergency.

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

- To provide the Supervision, Labor, equipment, and materials necessary to maintain all of the *Riverbend Bioswales, Sycamore Crossing, and Water Division Facilities* District in a manner of highest landscape quality.
- Including all weekly and monthly reports, schedules prior to commencement of the following weeks work, disposal, hardscape care, proactively identifying and eliminating safety hazards, maintaining turf to include aerating, over-seeding, dethatching, maintain ground cover, shrubs, vines, trim trees up to fifteen feet from ground, inspection, proper fertilization per schedule, providing pest and weed control as needed per yearly maintenance task schedule, and inspection and repair of irrigation system.

Summary Sheet

We believe we are the best qualified firm for the services required. That is proven statement that can be supported with other contracts of similar work that we have listed on our reference sheet. These City Inspectors will confirm satisfaction regarding our level of proactive commitment to each responsibility set forth in their contract. From the owner's hands on approach to the length of our existing long term accounts and employees, we take pride in our work and it shows. We feel the RFP for the City of Orange will require a Supervisor, an Irrigator, a Foremen with two Grounds men for detail service, and as needed a Certified Pest Control Applicator "QAL" for pest and weed control services.

Our communication and follow thru sets us apart from other company's. We implement written daily duties through a weekly schedule. These duties tie into the annual schedule. We will give reports of areas that need attention or have a concern with prior to being asked. We understand that it's a team effort to get the work accomplished together. We hope for the opportunity to have a face to face meeting to qualify ourselves as well as answer any questions.

Our Corporate President is Greg Nieves and our Management Contact is Walter Sato. The Supervisor for day-to-day operations shall be Tony Gomez. We have included Frank Lara as our Landscape Irrigator. We are also including a Detail Service Crew Forman.

Greg Nieves, Corporate President, Owner of a 30 year old successful business. He has been in the landscape field for over 40 years providing rewarding landscape maintenance to various projects. We feel the experience starts at the top.

Walter Sato, Management Contact, Walter has been working in the landscape field for over 29 years.

Tony Gomez, Supervising Manager, Tony has been working as a supervisor in the landscape field for 10 years.

Frank Lara, Landscape Irrigation, Frank has been working in landscape field for 16 years.

Resumes for Walter Sato, Tony Gomez, and Frank Lara are included.

Walter Y. Sato

24591 Via Alfredo
Laguna Niguel, CA. 92677

Office:(714) 641-3071
Cell: (714) 936-8862

Email: wysato@aol.com

LANDSCAPE SALES/MANAGEMENT

New Business Development / Networking & Relationship Building
Consultative & Solution Sales / Contract Negotiations / Key Account Management

PROFILE: Rewarding 29-year history in landscape related fields. Remain on the cutting-edge, driving new business through key accounts and establishing strategic partners to increase revenue.

- Team player with an understanding of overhead, profit, and strategies to maintain a high level of excellence.
- Outstanding success in building and maintaining relationships with key decision-makers, establishing large-volume, high-profit accounts with excellent levels of retention and loyalty.
- Exceptionally well organized with a track record that demonstrates self-motivation, creativity, and initiative to achieve personal and company goals.

PROFESSIONAL EXPERIENCE

- 2008 – 2017 Nieves :Landscape Inc., CA.
Sales/Management
- 2003 – 2008 Exterior Art Landscape, Laguna Niguel, CA.
Owner
- 2001-2003 Earthscaping Landscape Artistry, Costa Mesa, CA.
Sales/Management

Establish and maintain contacts to receive opportunities to provide accurate proposals. Proceed to have face-to-face meeting to go over proposal with decision makers. Upon selling job create labor and material budget, time lines, and profitability statement for owner. Supervise and manage all aspects of account.

Walter Y. Sato (Page 2)

2000-2001 **Park West Landscape, Rancho Santa Margarita, CA.**
President of Business Development

Track and receive blueprints on very large commercial jobs. Sell and market to existing and new clients. Territory included everything east of the 15 freeway to Arizona. Six million dollar goal obtained.

TECHNICAL SKILLS

Skilled with Windows 95, 98, NT, 2000, ME, and XP, MS Office (Word, Power Point, Excel, Access, Project, and Outlook), and Quest with Digitizer 2400. Pest Control License Holder

Tony Gomez

1629 E. Edinger Avenue
Santa Ana, CA. 92705

Cell: (714)602-0295
Fax:(714) 641-8475

Email: Nieveslandscape@aol.com

LANDSCAPE MANAGEMENT

Manage High Profile Accounts

PROFESSIONAL EXPERIENCE

2007 – 2017 Nieves Landscape, Inc., CA.
Superintendent

Tony has been responsible for all aspects of our Yorba Linda Maintenance Contract. We have had that contract since 2008 and have had contract extensions. He also has maintained school districts, homeowner associations, and various other accounts. With an understanding of fertilizer, chemicals, irrigation, and management style he has proven to provide the highest level of detailed maintenance.

TECHNICAL SKILLS

Skilled with Windows 95, 98, NT, 2000, ME, and XP, MS Office (Word, Power Point, Excel, Access, Project, and Outlook), and is Certified in Water Management.

Frank Lara

1629 E. Edinger Avenue
Santa Ana, CA. 92705

Cell: (714) 641-3071
Fax:(714) 641-8475

Email: Nieveslandscape@aol.com

LANDSCAPE IRRIGATION

Forman for High Profile Accounts / Certified Irrigation Specialist

PROFESSIONAL EXPERIENCE

1995 – 2017 Nieves Landscape, Inc., CA.
Irrigation/Foreman

Frank has been a Irrigator for all aspects of our Mission Viejo Parks Contract. We have had that contract since 2005 and have had two contract extensions. He also has maintained school districts, homeowner associations, and various other accounts. With an understanding of fertilizer, chemicals, irrigation, and management style he has proven to provide the highest level of detailed maintenance.

TECHNICAL SKILLS

Certified in Water Management

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax

EQUIPMENT

- (1) John Deer-1600 Reel Mower 108" Mower 2009
- (1) Exmark Lazerz- 72" Mower 2007
- (1) Exmark Lazerz- 60" Mower 2006
- (1) Scags- 36" Mower 2005
- (2) Self Propelled Misc. Brands-21" Mowers 2007
- (2) Power Trim Edgers 2009
- (2) Kawasaki Weed Eaters 2010
- (2) Echo Extended Hedge Trimmers 2009
- (2) Echo Blowers 2010
- (1) Bluebird Dethatcher 2007
- (1) Turf Vacuum / Power Rake 2011
- (1) Bluebird Walk Behind Aerator 2008

(1) John Deer Tractor PTO 3520 2009
Attachment for dethatching
60" Aerator Tow Behind
P.T.O. Fertilizer Spreader (300lb)
Drop Seeding Attachment
Top Dressing Attachment
Flail Mowing Attachment

(3) Chain Saws and Associated Safety Equipment. 2009

(2) Solo 4 Gallon Backpack Sprayers. 2010

(2) Towable Arrow Boards 2006

(5) Construction Signs, Warning Devices, Delineators, & Regulatory Signs.

(1) Rain Master Remote Control RTS Transmitter & RRAD Receiver.

All Necessary Hand Tools for Completion of Maintenance Services.

**ALL TRUCKS WILL BE WHITE WITH A BLUE COMPANY
NAME, LOGO, AND PHONE NUMBER.**

BACK UP EQUIPMENT AVAILABLE

(1) John Deer-997 72"

(4) Exmark Lazer- 72"

(4) Exmark Lazer- 60"

(4) Scags- 42"

- (4) Scags- 36"
- (10) Self Propelled Misc. Brands-21"
- (8) Power Trim Edgers
- (8) Kawasaki Weed Eaters
- (8) Echo Extended Hedge Trimmers
- (8) Echo Blowers
- (3) Bluebird Dethatcher
- (3) Turf Vacuum / Power Rake
- (2) Towable Arrow Boards
- (15) Construction Signs, Warning Devices, Delineators, & Regulatory Signs.
- (6) Rain Master Remote Control RTS Transmitter & RRAD Receiver.
- (6) Solo 4 Gallon Backpack Sprayers.

Additional Hand Tools for Completion of Maintenance Services.

City of Orange Riverbend Bioswales, Etc.	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Trash Removal-	Daily	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control - Hand and Herbicide Removal	As Required	X	X	X	X	X	X	X	X	X	X	X	X
Turf Applications -	Pre-Emergent Broadleaf Weeds As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Broad Spectrum Fungicide Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
Mowing Turf -	Weekly As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Aeration As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Aeration on Sports Turf As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Topdressing As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Vertical Mowing Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Dethatch Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Sports Turf Innerseeding Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Sports Turf Topdressing Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Sports Turf Verticutting Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Winter Rye Grass Over seeding As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Summer Over seeding of Turf As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Chemical Edging As Required	X	X	X	X	X	X	X	X	X	X	X	X
Landscape Maintenance -													
	Tree Safety and Sidewalk Inspection As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Tree Pruning Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Shrub Pruning As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Vine Pruning As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Ground cover Pruning As Required	X	X	X	X	X	X	X	X	X	X	X	X
	Pre-Emergent Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Tree Spraying Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Mulching (40 Yards) 2x a Year	X	X	X	X	X	X	X	X	X	X	X	X
Rodent/Pest Control -	As Required	X	X	X	X	X	X	X	X	X	X	X	X
Sand-	Replenish Daily	X	X	X	X	X	X	X	X	X	X	X	X
D.G., Dirt, and Hardscape Maintenance-	As Required	X	X	X	X	X	X	X	X	X	X	X	X
Fertilization -													
	Turf Fertilization Schedule 12-4-6 Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Bermuda 12-4-6 Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Best Soil Buster 2-5-0 Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	Shrubs and Ground Cover Gro Power 5-3-1 Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
	15-15-15 Per Schedule	X	X	X	X	X	X	X	X	X	X	X	X
Synthetic Field Maintenance-													
	Daily Duties Daily	X	X	X	X	X	X	X	X	X	X	X	X
	Weekly Duties Weekly	X	X	X	X	X	X	X	X	X	X	X	X
	Monthly Duties Monthly	X	X	X	X	X	X	X	X	X	X	X	X
	Annually Duties Annually	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Maintenance -													
	Irrigation Inspection and Testing Weekly	X	X	X	X	X	X	X	X	X	X	X	X

ATTACHMENT NO. 3

LANDSCAPE MAINTENANCE SPECIFICATIONS
for
RIVERBEND BIOSWALES,
SYCAMORE CROSSING (Landscape Maintenance District 94-1) and
WATER DIVISION FACILITIES

PROPOSAL NO: 167-30



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INTRODUCTION

This proposal document was prepared to provide landscape maintenance specifications and a proposed program with special landscape maintenance conditions specific to **Riverbend Bioswales, Sycamore Crossing LMD 94-1, and Water Division Facilities**.

Riverbend Bioswales, Sycamore Crossing LMD 94-1, and Water Division Facilities includes:

- a) one (1) large bioswale basin, one (1) contiguous bioswale trough, and an open space element;
- b) four (4) zones of a recreational trail/landscape buffer adjacent to a City bike trail and,
- c) twenty-seven (27) water division facility sites.

Riverbend Bioswales, Sycamore Crossing and Water Division Facilities work includes, but shall not be limited to, all planting care, irrigation system care, recreational trail landscape areas, and walkway care for all sites as generally depicted by categorical square footage estimates provided within Exhibits A, B, and C. There are designated service level frequencies specific for each portion of this contract work. (Please refer to SERVICE LEVEL FREQUENCIES heading below herein for detailed discussion of work frequency requirements.)

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

SCOPE OF WORK

All maintenance areas for the City of Orange Riverbend Bioswales, Sycamore Crossing and Water Division Facilities, herein collectively referred to as "Contract Area" with corresponding maintenance descriptions for Exhibits A through C are listed below with specific work tasks to be maintained at each site and with a designated service level frequency. Work tasks are referenced within the maintenance specification section ahead in this document.

1. SPECIFIC WORK TASKS (include, but NOT limited to the following):

- Weed Control
- Turf Care
- Ground Cover Care
- Tree Care Shrub and Vine Care
- California Native Plant Material Care
- Native Weeds and Grass Clearing
- Pest Control
- Irrigation Systems Care
- Walkway/Parking Lot/Median/Hardscape Care
- Surface Drainage Facilities
- Trash Collection and Disposal
- Graffiti Removal

2. SERVICE LEVEL FREQUENCIES (are described as follows):

- a) Weekly – sites which have turf and require weekly mowing & edging trimming, general clean-up, raking of leaf litter and shrub bed cultivation necessary, and ongoing weed abatement as needed;
- b) Bi Weekly – sites which have turf and require less frequent mowing & edging trimming, general clean-up, raking of leaf litter and shrub & shrub bed cultivation also necessary, and ongoing weed abatement as needed;
- c) Monthly – sites (not having turf – only Weekly & Bi Weekly sites will have turf) and require less frequent shrub and shrub bed cultivation, clean-up necessary and ongoing weed abatement each visit (Water Division Facilities sites only have this frequency);
- d) Quarterly – sites that require less frequent shrub and shrub bed cultivation, clean-up necessary and ongoing weed abatement as needed each visit (Water Division Facilities sites only have this frequency);
- e) Semi Annual – sites that require least frequent shrub and shrub bed cultivation, clean-up and weed abatement required each visit (Water Division Facilities sites only have this frequency)

PROPOSAL NOTE:

Riverbend Bioswales, Sycamore Crossing and Water Division Facilities area landscape inventories (presented below) for each exhibit are estimates only. The Contractor shall be responsible for determining actual quantities and costs for providing landscape maintenance services to the City of Orange.

**Riverbend Bioswales, Sycamore Crossing and Water Division Facilities
SERVICE LEVEL FREQUENCIES & SQUARE FOOTAGE SUMMARY**

A. Exhibit A – Riverbend Bioswales:

1. Bioswale Large Basin – <u>Bi Weekly</u>	71,483 sq. ft.
2. Perimeter Landscape to Basin – <u>Bi Weekly</u>	56,975 sq. ft.
3. Bioswale Contiguous Trough – <u>Bi Weekly</u>	85,086 sq. ft.
4. Perimeter Landscape to Trough – <u>Bi Weekly</u>	57,160 sq. ft.
5. Open Space Element (east end of trough)	
a) Turf – <u>Weekly</u>	(5,940 sq. ft.)
b) Shrubs and groundcover – <u>Bi Weekly</u>	(9,560 sq. ft.)
c) Open space element sub-total	<u>15,500 sq. ft.</u>
6. Riverbend Bioswale total	286,204 sq. ft.

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

1. Tustin Street Entry Zone – <u>Bi Weekly</u>	1,800 sq. ft.
2. Southside Landscape Buffer – <u>Bi Weekly</u>	60,306 sq. ft.
3. Lower Southside Tree Ledge – <u>Quarterly</u>	33,750 sq. ft.
4. Northside Landscape Buffer – <u>Bi Weekly</u>	51,650 sq. ft.
5. Westend Northside Tree Ledge – <u>Quarterly</u>	<u>1,600 sq. ft.</u>
6. Sycamore Crossing total	149,106 sq. ft.

C. Exhibit C – Water Division Facility (27) Sites:

1. Water Division Yard - <u>Weekly</u>	
a) Turf	(11,570 sq. ft.)
b) Shrubs, groundcovers and vines	(7,980 sq. ft.)
c) Water Division sub-total	19,550 sq. ft.
2. Well 18 – <u>Bi Weekly</u>	
a) Turf	(385 sq. ft.)
b) Shrubs and vines	(358 sq. ft.)
c) Well 18 sub-total	1,343 sq. ft.
3. Well 22 – <u>Bi Weekly</u>	
a) Turf	(2,200 sq. ft.)
b) Shrubs and groundcover	(450 sq. ft.)
c) Well 22 sub-total	2,650 sq. ft.
4. Well 26 – <u>Bi Weekly</u>	
a) Turf	(265 sq. ft.)
b) Shrubs and groundcover	(490 sq. ft.)
c) Well 26 sub-total	755 sq. ft.
5. Well 20 - <u>Monthly</u>	
a) Shrubs – sub-total	550 sq. ft.
6. Reservoir 1 & 1A - <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	29,280 sq. ft.
7. Reservoir 2 - <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	14,990 sq. ft.
8. Reservoir 2A - <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	34,200 sq. ft.
9. Reservoir 8 - <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	15,832 sq. ft.
10. Batavia Plant - <u>Monthly</u>	
a) Shrubs, groundcover and vines – sub-total	1,224 sq. ft.
11. Reservoir 4 - <u>Monthly</u>	
a) Shrubs and groundcover – sub- total	15,400 sq. ft.

12. Villa Real Booster Station - <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	4,000 sq. ft.
13. Well 8 – <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	1,750 sq. ft.
14. Well 19 – <u>Monthly</u>	
a) Vine – sub-total	130 sq. ft.
15. Well 21 – <u>Monthly</u>	
a) Shrubs – sub-total	2,800 sq. ft.
16. Reservoir 7 – <u>Monthly</u>	
a) Groundcover – sub-total.....	3,770 sq. ft.
17. Reservoir 9 – <u>Monthly</u>	
a) Shrubs and groundcover – sub-total	12,342 sq. ft.
18. Reservoir 3 - <u>Quarterly</u>	
a) Bare grade – sub-total	9,865 sq. ft.
19. Reservoir 6 - <u>Quarterly</u>	
a) Shrubs – sub-total	5,000 sq. ft.
20. Cannon Booster Station - <u>Monthly</u>	
a) Shrubs, groundcover and vines – sub-total	1,840 sq. ft.
21. Well 9 - <u>Quarterly</u>	
a) Vines and groundcover – sub-total	600 sq. ft.
22. Reservoir 10 – <u>Quarterly</u>	
a) Shrubs and groundcover – sub-total	4,500 sq. ft.
23. Reservoir 10A – <u>Quarterly</u>	
a) Shrubs and groundcover – sub-total	12,960 sq. ft.
24. Reservoir 9A and (1,430 linear feet of) roadside – <u>Quarterly</u>	
a) Shrubs and groundcover – sub-total	2,320 sq. ft.
25. Well 16 – <u>Semi-Annual</u>	
a) Bare grade – sub-total	6,750 sq. ft.
26. Well 23 – <u>Semi-Annual</u>	
a) Shrubs/sparse grade – sub-total.....	1,870 sq. ft.
27. Reservoir 8A – <u>Quarterly</u>	
a) Undeveloped/bare grade – sub-total.....	42,780 sq. ft.

**Riverbend Bioswales, Sycamore Crossing and Water Division Facilities
TOTAL SQUARE FOOTAGE SUMMARY:**

A. Riverbend Bioswales:	286,204 sq. ft.
B. Sycamore Crossing:	149,106 sq. ft.
<u>C. Water Division Facilities:</u>	<u>249,051 sq. ft.</u>

**Total square footage for
Riverbend Bioswales, Sycamore Crossing and Water Division Facilities: 684,361 sq. ft.**

BID PROPOSAL SCHEDULE

**Riverbend Bioswales, Sycamore Crossing and Water Division Facilities:
PROPOSAL NOTE**

The City of Orange, Community Services Department reserve the right to award contract in all for Riverbend Bioswales, Sycamore Crossing and Water Division Facilities, or in part, whereas, Riverbend Bioswales, Sycamore Crossing, or Water Division Facilities portions become separately contracted. Proposers are encouraged to provide well constructed proposal costs for each portion of this contract work. Thank you.

Proposers shall provide monthly and yearly cost for maintaining all planting, irrigation, surface drainage and facilities, as existing in the field and identified within Exhibits A, B, and C (of previous section – Service Level Frequencies & Square Footage Summary). Excluded from this maintenance contract work are the underground drainage (piping) system care, community walls and fencing care, entry monumentation wall care and all concrete walkway repair.

A. Riverbend Bioswales:

1. Sub-total proposal contract amount for Bioswale Large Basin (Bi Weekly service level);

Total cost per month: \$ 714.83

Word Form (Seven Hundred and Fourteen Dollars and Eighty Three Cents)

Total Cost Per Twelve (12) Months \$ 8,577.96

Word Form (Eight Thousand Five Hundred and Seventy Seven Dollars and Ninety Six Cents)

2. Sub-total proposal contract amount for Perimeter Landscape to Basin (Bi Weekly service level);

Total cost per month: \$ 712.19

Word Form (Seven Hundred and Twelve Dollars & Nineteen Cents)

Total Cost Per Twelve (12) Months \$ 8,546.25

Word Form (Eight Thousand Five Hundred Forty Six Dollars & Twenty Five Cents)

3. Sub-total proposal contract amount for Bioswale Contiguous Trough (Bi Weekly service level);

Total cost per month: \$ 1,063.58

Word Form (One Thousand Sixty Three Dollars & Fifty Eight Cents)

Total Cost Per Twelve (12) Months \$ 12,762.90

Word Form (Twelve Thousand Seven Hundred Sixty Two Dollars & Ninety Cents)

4. Sub-total proposal contract amount for Perimeter Landscape to Trough (Bi Weekly service level);

Total cost per month: \$ 714.50

Word Form (Seven Hundred and Fourteen Dollars & Fifty Cents)

Total Cost Per Twelve (12) Months \$ 8,574.00

Word Form (Eight Thousand Five Hundred and Seventy Four Dollars & Zero Cents)

5. Sub-total proposal contract amount for Open Space Element Turf area (Weekly service level);

Total cost per month: \$ 118.80

Word Form (One Hundred and Eighteen Dollars & Eighty Cents)

Total Cost Per Twelve (12) Months \$ 1,425.60

Word Form (One Thousand Four Hundred and Twenty Five Dollars & Sixty Cents)

6. Sub-total proposal contract amount for Open Space shrubs & groundcover (Bi Weekly service level);

Total cost per month: \$ 119.50

Word Form (One Hundred and Nineteen Dollars & Fifty Cents)

Total Cost Per Twelve (12) Months \$ 1,434.00

Word Form (One Thousand Four Hundred and Thirty Four Dollars & Zero Cents)

I. Total proposal contract amount for Riverbend Bioswales (Add sub-totals A. 1-6 above);

Total cost per month: \$ 3,443.49

Word Form (Three Thousand Four Hundred and Forty Four Dollars & Forty Nine Cents)

Total Cost Per Twelve (12) Months \$ 41,320.71

Word Form (Forty One Thousand Three Hundred and Twenty Dollars & Seventy One Cents)

B. Sycamore Crossing LMD 94-1

1. Sub-total proposal contract amount for Tustin Street Entry Zone (Bi Weekly service level);

Total cost per month: \$ 50.00

Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00

Word Form (Six Hundred Dollars & Zero Cents)

2. Sub-total proposal contract amount for Southside Landscape Buffer (Bi Weekly service level);

Total cost per month: \$ 452.30

Word Form (Four Hundred and Fifty Two Dollars & Thirty Cents)

Total Cost Per Twelve (12) Months \$ 5,427.54

Word Form (Five Thousand Four Hundred and Twenty Seven Dollars & Fifty Four Cents)

3. Sub-total proposal contract amount for Lower Southside Tree Ledge (Quarterly service level);

Total cost per month: \$ 253.13

Word Form (Two Hundred and Fifty Three Dollars & Thirteen Cents)

Total Cost Per Twelve (12) Months \$ 3,037.59

Word Form (Three Thousand Thirty Seven Dollars & Fifty Nine Cents)

4. Sub-total proposal contract amount for Northside Landscape Buffer (Bi Weekly service level);

Total cost per month: \$ 387.38

Word Form (Three Hundred and Eighty Seven Dollars & Thirty Eight Cents)

Total Cost Per Twelve (12) Months \$ 4,648.59

Word Form (Four Thousand Six Hundred and Forty Eight Dollars & Fifty Nine Cents)

5. Sub-total proposal contract amount for Westend Northside Tree Ledge (Quarterly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

II. Total proposal contract amount for Sycamore Crossing LMD 94-1 (Add sub-totals B. 1-5 above);

Total cost per month: \$. 1,192.81
Word Form (One Thousand One Hundred and Ninety Two Dollars & Eighty One Cents)
Total Cost Per Twelve (12) Months \$ 14,313.72
Word Form (Fourteen Thousand Three Hundred and Thirteen Dollars & Seventy Two Cents)

C. Water Division Facilities (27) Sites:

1. Sub-total proposal contract amount for Water Division Yard (Weekly service level);

Total cost per month: \$ 351.10
Word Form (Three Hundred and Fifty One Dollars & Ten Cents)
Total Cost Per Twelve (12) Months \$ 4,213.20
Word Form (Four Thousand Two Hundred and Thirteen Dollars & Twenty Cents)

2. Sub-total proposal contract amount for Well 18 (Bi Weekly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

3. Sub-total proposal contract amount for Well 22 (Bi Weekly service level);

Total cost per month: \$ 50.75
Word Form (Fifty Dollars & Seventy Five Cents)

Total Cost Per Twelve (12) Months \$ 609.00
Word Form (Six Hundred and Nine Dollars & Zero Cents)

4. Sub-total proposal contract amount for Well 26 (Bi Weekly service level);

Total cost per month: \$ 32.35
Word Form (Thirty Two Dollars & Thirty Five Cents)

Total Cost Per Twelve (12) Months \$ 388.20
Word Form (Three Hundred and Eighty Eight Dollars & Twenty Cents)

5. Sub-total proposal contract amount for Well 20 (Monthly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

6. Sub-total proposal contract amount for Reservoir 1 & 1A (Monthly service level);

Total cost per month: \$ 439.20
Word Form (Four Hundred and Thirty Nine Dollars & Twenty Cents)

Total Cost Per Twelve (12) Months \$ 5,270.40
Word Form (Five Thousand Two Hundred and Seventy Dollars & Forty Cents)

7. Sub-total proposal contract amount for Reservoir 2 (Monthly service level);

Total cost per month: \$ 224.85

Word Form (Two Hundred and Twenty Four Dollars & Eighty Five Cents)

Total Cost Per Twelve (12) Months \$ 2,698.20

Word Form (Two Thousand Six Hundred and Ninety Eight Dollars & Twenty Cents)

8. Sub-total proposal contract amount for Reservoir 2A (Monthly service level);

Total cost per month: \$ 513.00

Word Form (Five Hundred and Thirteen Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 6,156.00

Word Form (Six Thousand One Hundred and Fifty Six Dollars & Zero Cents)

9. Sub-total proposal contract amount for Reservoir 8 (Monthly service level);

Total cost per month: \$ 237.48

Word Form (Two Hundred and Thirty Seven Dollars & Forty Eight Cents)

Total Cost Per Twelve (12) Months \$ 2,849.76

Word Form (Two Thousand Eight Hundred and Forty Nine Dollars & Seventy Six Cents)

10. Sub-total proposal contract amount for Batavia Plant (Monthly service level);

Total cost per month: \$ 50.00

Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00

Word Form (Six Hundred Dollars & Zero Cents)

11. Sub-total proposal contract amount for Reservoir 4 (Monthly service level);

Total cost per month: \$ 231.00
Word Form (Two Hundred and Thirty One Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 2,772.00
Word Form (Two Thousand Seven Hundred and Seventy Two Dollars & Zero Cents)

12. Sub-total proposal contract amount for Villa Real Booster Station (Monthly service level);

Total cost per month: \$ 60.00
Word Form (Sixty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 720.00
Word Form (Seven Hundred and Twenty Dollars & Zero Cents)

13. Sub-total proposal contract amount for Well 8 (Monthly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

14. Sub-total proposal contract amount for Well 19 (Monthly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

15. Sub-total proposal contract amount for Well 21 (Monthly service level);

Total cost per month: \$ 56.00
Word Form (Fifty Six Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 672.00
Word Form (Six Hundred and Seventy Two Dollars & Zero Cents)

16. Sub-total proposal contract amount for Reservoir 7 (Monthly service level);
Total cost per month: \$ 56.55
Word Form (Fifty Six Dollars & Fifty Five Cents)
Total Cost Per Twelve (12) Months \$ 678.60
Word Form (Six Hundred and Seventy Eight Dollars & Sixty Cents)

17. Sub-total proposal contract amount for Reservoir 9 (Monthly service level);
Total cost per month: \$ 185.13
Word Form (One Hundred and Eighty Five Dollars & Thirteen Cents)
Total Cost Per Twelve (12) Months \$ 2,221.56
Word Form (Two Thousand Two Hundred and Twenty One Dollars & Fifty Six Cents)

18. Sub-total proposal contract amount for Reservoir 3 (Quarterly service level);
Total cost per month: \$ 147.98
Word Form (One Hundred and Forty Seven Dollars & Ninety Eight Cents)
Total Cost Per Twelve (12) Months \$ 1,775.70
Word Form (One Thousand Seven Hundred and Seventy Five Dollars & Seventy Cents)

19. Sub-total proposal contract amount for Reservoir 6 (Quarterly service level);

Total cost per month: \$ 75.00
Word Form (Seventy Five Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 900.00
Word Form (Nine Hundred Dollars & Zero Cents)

20. Sub-total proposal contract amount for Cannon Booster Station (Monthly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

21. Sub-total proposal contract amount for Well 9 (Quarterly service level);

Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

22. Sub-total proposal contract amount for Reservoir 10 (Quarterly service level);

Total cost per month: \$ 90.00
Word Form (Ninety Dollars & Zero Cents)

Total Cost Per Twelve (12) Months \$ 1,080.00
Word Form (One Thousand and Eighty Dollars & Zero Cents)

23. Sub-total proposal contract amount for Reservoir 10A (Quarterly service level);

Total cost per month: \$ 226.80
Word Form (Two Hundred Dollars and Twenty Six Dollars & Eighty Cents)
Total Cost Per Twelve (12) Months \$ 2,721.60
Word Form (Two Thousand Seven Hundred and Twenty One Dollars & Sixty Cents)

24. Sub-total proposal contract amount for Reservoir 9A & Roadside (Quarterly service level);
Total cost per month: \$ 100.00
Word Form (One Hundred Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 1,200.00
Word Form (One Thousand Two Hundred Dollars & Zero Cents)

25. Sub-total proposal contract amount for Well 16 (Semi-Annual service level);
Total cost per month: \$ 135.00
Word Form (One Hundred and Thirty Five Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 1,620.00
Word Form (One Thousand Six Hundred and Twenty Dollars & Zero Cents)

26. Sub-total proposal contract amount for Well 23 (Semi-Annual service level);
Total cost per month: \$ 50.00
Word Form (Fifty Dollars & Zero Cents)
Total Cost Per Twelve (12) Months \$ 600.00
Word Form (Six Hundred Dollars & Zero Cents)

27. Sub-total proposal contract amount for Reservoir 8A (Quarterly service level);

Total cost per month: \$ 748.65

Word Form (Seven Hundred and Forty Eight Dollars & Sixty Five Cents)

Total Cost Per Twelve (12) Months \$ 8,983.80

Word Form (Eight Thousand Nine Hundred and Eighty Three Dollars & Eighty Cents)

III. Total proposal contract amount for Water Division Facilities (Add sub-totals C. 1-27 above);

Total cost per month: \$ 4,360.84

Word Form (Four Thousand Three Hundred and Sixty Dollars & Eighty Four Cents)

Total Cost Per Twelve (12) Months \$ 52,330.02

Word Form (Fifty Two Thousand Three Hundred Thirty Dollars & Two Cents)

GRAND TOTAL PROPOSAL CONTRACT AMOUNT

(Add together Total proposals I, II, and III above on pages 9, 11 & 18-right above herein);

TOTAL COST PER MONTH: \$ 8,997.04

Word Form (Eight Thousand Nine Hundred and Ninety Seven Dollars & Four Cents)

Total Cost Per Twelve (12) Months \$ 107,964.45

Word Form (One Hundred and Seven Thousand Nine Hundred and Sixty Four Dollars & Forty Five Cents)

UNIT PRICE - INFORMATION

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

A. Labor Hourly Rates:

Supervisor.....	\$ 50.00	hr.
Maintenance Foreman.....	\$ 30.00	hr.
Maintenance Laborer.....	\$ 25.00	hr.
Specialty Personnel		
1.) Tree Trimmer.....	\$ 85.00	hr.
2.) Irrigation Technician.....	\$ 35.00	hr.
3.) Pest Control Operator.....	\$ 40.00	hr.
4.) Landscape Construction Laborer.....	\$ 25.00	hr.

B. Plant Material Maintenance:

Turf.....	\$ 0.15	s.f.
Shrubs and Ground Cover.....	\$ 0.009	s.f.

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

1. Turf

Mowing.....	\$ 0.012	s.f.
Edge and Trim.....	\$ 2.00	l.f.
Chemical Edge 6".....	\$ 1.00	l.f.
Fertilization.....	\$ 0.012	s.f.
Aerification.....	\$ 0.003	s.f.
Dethatching.....	\$ 0.006	s.f.
Winter Overseeding (Seed & Topdress Complete).....	\$ 0.015	s.f.

2. Ground Cover, Shrubs and Trees

Edge and Trim.....	\$ 2.00	s.f.
Weeding.....	\$ 0.057	s.f.
Fertilization.....	\$ 0.012	s.f.
Vertical Mulch Tree Fertilization.....	\$ 75.00	s.f.
Shrub Pruning.....	\$ 35.00	s.f.
Tree Pruning (To A Height Of 20 ft. above Finish Grade).....	\$ 45.00	s.f.
Tree Staking.....	\$ 20.00	s.f.
Tree Guying.....	\$ 35.00	s.f.
Vine Care.....	\$ 40.00	s.f.
Weed Abatement Removal.....	\$ 0.007	s.f.

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

1/2" SCH 40 PVC Pipe.....	\$ 0.30	l.f.
3/4" SCH 40 PVC Pipe.....	\$ 0.40	l.f.
Main Line Repair (T & M).....	\$ 50.00	hr.
Rainbird 1806 Shrub/Turf Pop-up Head.	\$ 18.00	ea.
Rainbird 1812 Shrub Pop-up Head.....	\$ 25.00	ea.
Rainbird PA-85 PRS Shrub Standard Head.	\$ 7.00	ea.
Rainbird T-Bird Series Rotor.	\$ 31.00	ea.

Toro 700 Series Rotor.....	\$ 29.00	ea.
Febco Reduced Pressure Device 825Y for 2" and Smaller.....	\$ 1,500.00	ea.
Febco Reduced Pressure Device Model 825 for 2-1/2" and Larger.....	\$ 4,500.00	ea.
Rainbird GB Remote Control, Valve.....	\$ 200.00	ea.
Rainbird GB Remote Control Valve, 1-1/4.....	\$ 225.00	ea.
Rainbird GB Remote Control, Valve 1-1/2.....	\$ 275.00	ea.
Rainbird 33DLRC Quick Coupler.....	\$ 85.00	ea.
King Bros. CV 100 Anti-Drain Device (or approved equivalent).....	\$ 7.00	ea.

4. Pesticide:

Systemic Herbicide Application.....	\$ 0.012	s.f.
Insecticide Application.....	\$ 0.011	s.f.
Disease/Fungicide Application.....	\$ 0.010	s.f.
Snail and Slug Control.....	\$ 0.013	s.f.
Soil Injections.....	\$ 85.00	s.f.
Rodent Control.....	\$ 15.00	s.f.

5. Clean Up:

Trash Removal.....	\$ 35.00	s.f.
Blowing/Vacuum.....	\$ 2.00	s.f.

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

24" box trees.....	\$ 285.00	ea.
15 gallon trees.....	\$ 75.00	ea.
15 gallon shrubs.....	\$ 65.00	ea.
5 gallon trees.....	\$ 30.00	ea.
1 gallon trees.....	\$ 10.00	ea.
5 gallon shrubs.....	\$ 25.00	ea.
1 gallon shrubs.....	\$ 8.50	ea.
Turf sod (cool season).....	\$ 1.35	s.f.
Turf sod (warm season).....	\$ 1.45	s.f.
Turf stolonized.....	\$ 0.75	s.f.
Turf seed & top dressing complete.....	\$ 0.50	s.f.
Ground Cover.....	\$ 18.00	ft.
Annual Color (4" pot).....	\$ 22.00	ft.
Tree Guards (Arbor Guard).....	\$ 6.00	ea.
Concrete Mow Strip.....	\$ 20.00	l.f.
Equestrian Rail Fence Post.....	\$ 85.00	ea.
Equestrian Rail Fencing Rail.....	\$ 60.00	ea.

BID PROPOSAL SCHEDULE (Second Fiscal Year)

**I. Total proposal contract amount for Riverbend Bioswales
(Second fiscal year: July 1, 2018 – June 30, 2019);**

Total cost per month: \$ 3,546.69

Word Form (Three Thousand Five Hundred Forty-Six Dollars and 69/100.....)....

Total Cost Per Twelve (12) Months \$ 42,560.33

Word Form (Forty Two Thousand Five Hundred Sixty Dollars and 33/100.....)....

**II. Total proposal contract amount for Sycamore Crossing LMD 94-1
(Second fiscal year: July 1, 2018 – June 30, 2019);**

Total cost per month: \$ 1,128.59

Word Form (One Thousand One Hundred Twenty Eight Dollars and 59/100.....)....

Total Cost Per Twelve (12) Months \$ 14,743.13

Word Form (Fourteen Thousand Seven Hundred Forty Three Dollars and 13/100.....)....

**III. Total proposal contract amount for Water Division Facilities
(Second fiscal year: July 1, 2018 – June 30, 2019);**

Total cost per month: \$ 4,491.66

Word Form (Four Thousand Four Hundred Ninety-One Dollars and 66/100.....)....

Total Cost Per Twelve (12) Months \$ 53,899.92

Word Form (Fifty-Three Thousand Eight Hundred Ninety-Nine Dollars and 92/100.....)....

**GRAND TOTAL PROPOSAL CONTRACT AMOUNT
(Add together Total proposals I, II, and III above for
second fiscal year: July 1, 2018 – June 30, 2019);**

TOTAL COST PER MONTH: \$ 9,266.95

Word Form (Nine Thousand Two Hundred Sixty-Six Dollars and 95/100.....)....

Total Cost Per Twelve (12) Months \$ 111,203.38

Word Form (One Hundred Eleven Thousand Two Hundred Three Dollars and 38/100.....)....

BID PROPOSAL SCHEDULE (Third Fiscal Year)

**I. Total proposal contract amount for Riverbend Bioswales
(Third fiscal year: July 1, 2019 – June 30, 2020);**

Total cost per month: \$ 3,653.10
Word Form (Three Thousand Six Hundred Fifty-Three Dollars and 10/100.....)....
Total Cost Per Twelve (12) Months \$ 43,837.14
Word Form (Forty Three Thousand Eight Hundred Thirty-Seven Dollars and 14/100.....)...

**II. Total proposal contract amount for Sycamore Crossing LMD 94-1
(Third fiscal year: July 1, 2019 – June 30, 2020);**

Total cost per month: \$ 1,265.45
Word Form (One Thousand Two Hundred Sixty-Five and 45/100.....)....
Total Cost Per Twelve (12) Months \$ 15,185.43
Word Form (Fifteen Thousand One Hundred Eighty-Five Dollars and 43/100.....)....

**III. Total proposal contract amount for Water Division Facilities
(Third fiscal year: July 1, 2019 – June 30, 2020);**

Total cost per month: \$ 4,626.41
Word Form (Four Thousand Six Hundred Twenty six Dollars and 41/100.....)....
Total Cost Per Twelve (12) Months \$ 55,516.92
Word Form (Fifty-Five Thousand Five Hundred Sixteen Dollars and 92/100.....)....

GRAND TOTAL PROPOSAL CONTRACT AMOUNT

(Add together Total proposals I, II, and III above for
Third fiscal year: July 1, 2019 – June 30, 2020);

TOTAL COST PER MONTH: \$ 9,544.96
Word Form (Nine Thousand Five Hundred Forty-Four Dollars and 96/100.....)....
Total Cost Per Twelve (12) Months \$ 114,539.49
Word Form (One Hundred Fourteen Thousand Five Hundred Thirty-Nine Dollars And 49/100)....

BID PROPOSAL SCHEDULE (Fourth Fiscal Year)

**I. Total proposal contract amount for Riverbend Bioswales
(Fourth fiscal year: July 1, 2020 – June 30, 2021);**

Total cost per month: \$ 3,762.69
Word Form (Three Thousand Seven Hundred Sixty-Two Dollars and 69/100.....)....
Total Cost Per Twelve (12) Months \$ 45,152.26
Word Form (Forty-Five Thousand One Hundred Fifty-Two Dollars and 26/100.....)....

**II. Total proposal contract amount for Sycamore Crossing LMD 94-1
(Fourth fiscal year: July 1, 2020 – June 30, 2021);**

Total cost per month: \$. 1,303.42
Word Form (One Thousand Three Hundred Three Dollars and 42/100.....)....
Total Cost Per Twelve (12) Months \$ 15,640.99
Word Form (Fifteen Thousand Six Hundred Forty Dollars and 99/100.....)....

**III. Total proposal contract amount for Water Division Facilities
(Fourth fiscal year: July 1, 2020 – June 30, 2021);**

Total cost per month: \$. 4,765.20
Word Form (Four Thousand Seven Hundred Sixty-Five Dollars and 20/100.....)....
Total Cost Per Twelve (12) Months \$ 57,182.43
Word Form (Fifty Seven Thousand One Hundred Eighty-Two Dollars and 43/100.....)....

**GRAND TOTAL PROPOSAL CONTRACT AMOUNT
(Add together Total proposals I, II, and III above for
Fourth fiscal year: July 1, 2020 – June 30, 2021);**

TOTAL COST PER MONTH: \$ 9,831.31
Word Form (Nine Thousand Eight Hundred Thirty-One Dollars and 31/100.....)....
Total Cost Per Twelve (12) Months \$ 117,975.67
Word Form (One Hundred Seventeen Thousand Nine Hundred Seventy-Five Thousand Dollars and 67/100)....

GENERAL REQUIREMENTS

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

G- 1 TERMS AND DEFINITIONS:

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

G-2 AREAS TO BE MAINTAINED:

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

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

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

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

G-3 WORKING HOURS:

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

G-4 LANDSCAPE LICENSE:

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

G-5 CONTRACTOR'S OFFICE:

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

G-6 SUPERVISION AND CONTRACTOR PERSONNEL:

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

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

Supervisor	3 years
Foreman	2 years
Irrigation Technician	2 years

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

The Contractor shall have a competent supervisor, foreman and irrigation technician on the job at all times work is being performed who are capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisor, foreman and irrigation technician must be able to demonstrate to the satisfaction of the City that they possess adequate technical background and experience in public facilities maintenance and irrigation water management of the type found in the City of Orange. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work that will be acceptable to the City. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.

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

G-7 ADDITIONAL PERSONNEL AND EQUIPMENT:

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

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

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

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

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

The Contractor shall **report any graffiti** observed in the contract area to the City by calling, (714)744-7279, **within twenty-four (24) hours** of its appearance.

G-9 COOPERATION/COLLATERAL WORK:

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

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

G-10 SPECIALTY OPERATIONS:

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

G-11 EMERGENCY NUMBERS AND RESPONSE:

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

During normal working hours the Contractor shall have the ability to contact their field crews and mobilize them to the Contract Area within **one (1) hour** of notification by the City. **The Contractor shall be**

available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hour of notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be deducted from the monthly billing. The Contractor shall notify the City within one (1) hour when any emergency work has been completed.

G-12 SCHEDULES:

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

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

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

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

G-13 CONTRACT PAYMENT:

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

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

G-14 CONTRACT NON-PERFORMANCE:

If the Contractor fails to execute the work in the manner and at such locations as specified, or fails to maintain the work schedule which will insure the City's interest, or if the Contractor is not carrying out the interest of the Contract, the City shall notify the Contractor both verbally and in writing demanding satisfactory compliance with the Contract. The Contractor will have one (1) hour to respond to said issue and begin correction. If the Contractor does not perform the work in question within the time specified in

said notice or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. In the event the Contractor does not perform the work in question, the City has no obligation to pay the contractor for work not performed. The City may, in addition, withhold from monies due to the Contractor the sum of Three Hundred Dollars (\$300.00) per day for each and every calendar day delay in finishing the work within the time specified. The City has the authority to penalize the Contractor \$300.00 for each 'failure to perform' without the obligation of first giving notice to the Contractor of issue or needed correction.

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

G-15 PAYMENTS WITHHELD:

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

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

G-16 PERFORMANCE DURING INCLEMENT WEATHER:

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

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

- F. The Contractor may be required to perform clean-up tasks as requested by the City during inclement weather.

G-17 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

G-18 UNDERGROUND EXCAVATIONS:

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

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

G-19 VANDALISM/THEFT:

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

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

G-20 SOUND CONTROL REQUIREMENTS:

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

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

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

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

G-21 LOCKS AND KEYS:

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

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

G-22 STORAGE FACILITIES:

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

G-23 COMPLAINTS FROM CITY:

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

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

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

G-24 PARKING:

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

G-25 SIGNS:

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

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

G-26 ADDITIONAL CONTRACT AREAS:

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

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

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

G-27 NO SMOKING:

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

MAINTENANCE SPECIFICATIONS

SCOPE

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

M-1 MATERIALS:

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

M-2 SUBMITTALS:

- A. As required by Law, the Contractor must submit to the County Agricultural Commissioner's Office, a monthly record of all Disease Control, Insecticides Rodenticides and Herbicides used on the Contract Area.
- B. Soils test shall be performed on an as needed basis. All soil sampling locations shall be approved by the City's Representative, with results submitted to the City. Soils testing shall be done by an approved soils agronomic testing firm. Contractor shall be required to pay costs of tests if negative results are related to incorrect maintenance practices.
- C. Any substituted products or equipment being used which do not conform to the original project working drawings, job specifications or as specified herein shall be approved by the City in writing prior to installation.

M-3 GENERAL MAINTENANCE CARE AND PROCEDURES:

- A. All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.
- B. The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- C. Work done in any Contract Area which may affect existing utility improvements shall be done only after the notification of the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

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

E. The Contractor shall refer to the Specifications contained herein for Weekly Maintenance Review procedures and for Yearly Landscape Maintenance Scheduled Work Notification requirements.

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

A.. The Contractor shall comply with Local, State and Federal National Pollutant Discharge Elimination System (NPDES) regulations including the County Drainage Area Management Plan (DAMP) and the City's Local Implementation Plan (LIP) at all times while providing landscape maintenance services for the City.

B. The Contractor shall apply Best Management Practices (BMP's) for all pollution prevention of the discharge of pesticides and fertilizers, landscape waste, trash, debris and other pollutants to the storm drain and receiving waters.

M-5 SAFETY:

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

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

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

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

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

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

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

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

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

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

M-6 PESTICIDE USE AND SAFETY:

All materials shall be in strict accordance and applied within the EPA and Department of Pesticide Regulation regulations, California Food and Agricultural Code and current County of Orange Agriculture Commissioner regulations.

A. GENERAL REQUIREMENTS:

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

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

B. APPLICATION OF PESTICIDES:

1. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to

increase pesticide efficiency, it shall be applied in quantities in which each area is capable of receiving without excessive runoff.

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

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

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

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

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

M-7 WEED CONTROL:

Weed control for SHAD shall be performed on a four (4) week interval or more often as necessary. The Contractor shall be responsible for providing a continuous weeding program for all Contract Areas. Weeds shall be inspected for and removed weekly and shall include "any undesirable or misplaced plant". In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be sprayed for weed control.

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

1. A continual weed program shall be adopted for control of broadleaf and noxious weeds.

2. All herbicides shall be applied in accordance with Laws and Regulations of the Local, State and Federal agencies.

3. During the months of February and September (cool season grasses only) an annual grass pre-emergent shall be applied to all turf areas.

4. Use extreme caution when using selective weed killers not to damage other plants.

5. City approval must be obtained prior to applying any herbicide and all spraying shall be done at a time when there is no wind. At first indication of Crabgrass infestation, apply affected areas with an approved material. Apply Crabgrass killer only on cool days and when lawns are in a moist condition. Removal of all weeds shall be a continuous program. Noxious weeds, shall not be permitted to grow within the areas assigned as part of this contract, and shall be completely removed and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any landscape area maintained by Contractor. Contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas between January 15th and February 15th.

B. **Ground Cover:** All ground cover shall be inspected weekly for weed growth. Weeds may be controlled with pre-emergent herbicides, preferably, but may also be controlled with post-emergent herbicides, mechanically and/or by hand pulling. Weeds shall be removed completely, on a regular basis weekly or more often as necessary. Weeds shall not be allowed to remain growing for longer than one (1) week without complete removal to include roots, rhizomes and stolons. Bermuda grass or other noxious weeds

shall not be allowed to become established in any ground cover area. Cultivating of ground cover areas shall be held to a minimum and cultivated only as necessary to remove weeds. Excessive cultivation will result in root damage to ground covers and shrubs.

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

D. Shrubs: Weeds shall be inspected and removed weekly or more often as necessary from beds regularly chemically, mechanically, or manually. Bermuda grass and other noxious weeds shall not be allowed to become established. Weeds may be controlled with pre-emergent and/or post emergent herbicides.

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

F. Recreational Trails: Weeds shall be removed from recreational trails monthly or more often as necessary chemically, mechanically or manually.

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

H. Seasonal Color: All seasonal color beds shall be inspected and weeds removed weekly or more often as necessary.

M-8 TURF CARE

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

A. MOWING:

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

2. Cool Season Grass: Turf shall be mowed (maintained) with rotary type mulching mowers at a height of three inches (3") during Spring, Summer and Fall. In the Winter turf areas shall

be mowed at a height of two inches (2"). All turf areas shall be cut at regular weekly intervals. The turf should never be cut more than one-third (1/3) of the top growth or approximately three-quarter inch (3/4") at any one mowing. **Avoid Scalping.**

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

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

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

6. **Watering Turf.** Water shall be applied as frequently as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water should be in the evening or early morning hours per Section M-14, IRRIGATION SYSTEM CARE, so as not to interfere with public use of the Contract Areas. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water lawn areas a minimum of twice per week in the Winter and three (3) times per week in the Summer. **Water runoff across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.**

7. **Dog Droppings:** Shall be removed when found during weekly mowing operations or as often as necessary.

B. **EDGING AND TRIMMING:**

1 **General:** Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, buildings, shrub areas and other physical obstructions shall be trimmed weekly in the Spring, summer and Fall seasons and as necessary for a neat appearance during the Winter months. **Grass shall be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim turf immediately adjacent to sprinkler heads, as directed by the City's Representative and under no circumstances remove an area larger than the head diameter. Trimming around sprinkler heads or cutouts in the turf area with an edger will not be permitted. Weed or turf killer shall not be used. "Weed Eaters" or similar equipment shall not be used around trees or shrubs unless approved by the City. All trimming or edging around trees and shrubs shall be accomplished by spraying a twelve inch (12") minimum width not to exceed eighteen inches (1") maximum width area around the plant with an herbicide per manufacturer's applications rates at all times. In lieu of trimming, herbicides may be applied adjacent to fixtures, fences**

and buildings. Herbicides used along fences and buildings shall not exceed six inches (6") away from the object being sprayed. Only apply herbicides which have been approved by the City's Representative.

C. FERTILIZATION:

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

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

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

D. AERATION:

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

E. DETHATCHING:

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

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

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

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

F. WINTER OVERSEEDING:

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

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

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

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

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

6. Water seeded area daily to maintain adequate soil moisture for proper seed germination.
7. Top dressing, when applicable, shall be applied with materials and methods approved by City's Representative.

G. INSECT DISEASE AND PEST CONTROL:

Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

H. CONTRACTOR DAMAGE AND NEGLECT:

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

M-9 GROUND COVER CARE:

Ground cover care for SHAD shall be performed on a four (4) week interval or more often as necessary. Ground cover beds shall be maintained in an attractive condition at all times. All ground cover shall be inspected daily and all debris including leaves, branches, paper, bottles, etc. shall be removed weekly or more often as necessary. The Contractor shall supply the necessary services as follows:

A. Edging and Trimming: "Weed Eaters" shall not be used to edge ground cover unless approved by the City. All ground covers shall be pruned weekly or more often as necessary, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. All groundcover shall be continually trimmed at the dripline of all trees and shrubs. Any stray or undesirable ground cover growth into shrubs shall be pruned or removed as necessary. Ground covers shall not be trimmed vertically unless approved by the City and shall be thinned out, as needed, to avoid matting and to achieve an overall even appearance. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances. Ground cover shall be trimmed six inches (6") back from all valve boxes, buildings, walls, fixtures, signs, etc. All ground covers are to be neatly trimmed away from sprinkler heads to ensure proper coverage and operation at all times. Trim ground covers away from sprinkler heads with cutouts and tapering away from head. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

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

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

D. Watering: Be cautious not to over water shrub and ground cover areas. Water enough to ensure moisture penetration throughout the root zone to a depth of approximately eight inches (8"). Program irrigation systems to maintain a precipitation of one-half inch (1/2") per week during the growing season. During prolonged rainy periods discontinue irrigation sequences. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water ground cover areas a minimum of twice per week in the Winter and three (3) times per week in the Summer. **Water runoff across pavement**

surfaces and into gutters shall be avoided. All ground cover areas requiring irrigation shall be accomplished no later than 6:00 a.m.

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

G. Insect Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

H. Plant Material Replacement: Following acceptance of Contract Areas, it shall be the Contractor's responsibility to maintain all plant material in a satisfactory manner and to replace, at Contractor's expense, dead or severely damaged plant material with equal size and quality materials a City's direction. The Contractor, after notification or City's authorization, shall remove and replace, at no extra cost to the City, any tree, shrub, turf or ground cover which is damaged or lost due to the Contractor's or his employee's negligence through improper use of pesticides, watering, failure to control rodents and insects or disease and improper use of equipment or Horticulture practices. Any ground cover, tree and/or shrub that appears to have more than one-half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Check plant for root over-watering or drainage problems and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the City. The Contractor shall pay for all replacement plants, including materials, transportation and labor unless the City determines that the plant was lost due to "Acts of God", damaged by others, or as a result of an event without control or negligence by the Contractor.

M-10 TREE CARE:

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

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

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

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

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

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

5. Deciduous Tree Pruning: The pruning of deciduous trees shall be done during the dormant season, **December, January and February** except for blooming trees which will be pruned after blooming. However, if a tree becomes damaged or constitutes a health or safety hazard, it shall be pruned at any time as required. All pruning cuts shall be made flush with the trunk, lateral branches or buds. "Stubbing" of branches will not be allowed.

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

C. Insect, Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

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

E. Tree Guards: Trees in turf areas shall be inspected at the base of the trunk for tree guards weekly. Contractor shall report any missing tree guards to the City immediately.

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

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

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

M-11 SHRUB AND VINE CARE:

Shrub and vine care shall be performed on a four (4) week interval or more often as necessary. All shrubbery shall be checked weekly for any breakage or damage, special watering needs, pest problems, etc., and treated as necessary. All undesirable conditions shall be eliminated per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulated dirt from plant areas.

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

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

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

D. Insect Disease and Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for approved methods of pesticide control.

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

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

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

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

M-12 CALIFORNIA NATIVE PLANT MATERIAL CARE:

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

B. Watering: California Native Plant material has adapted to our Mediterranean type climate's seasonal distribution of rainfall with definite wet and dry seasons where most rainfall occurs from late fall through the end of March. Most California Native Plant material cannot tolerate excessive moisture during the summer months. This seasonal rainfall cycle has resulted in native plants having a winter growth and spring blooming period with a rest or dormancy period in the hot, dry summer. Understanding the California Native Plant's growth cycle and proper supplemental irrigation water sequencing will insure the plants are being maintained in a healthy and vigorous condition.

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

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

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

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

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

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

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

I. Tree Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for tree pest control.

J. Shrub Pest Control: Refer to Section M-13, PEST CONTROL, of this specification for shrub pest control.

M-13 OPEN SPACE NATIVE WEEDS AND GRASS CLEARING:

The Contractor shall clear all weeds and grasses in unimproved open space Contract Areas, parkways and a six foot (6') wide strip along the curb on unimproved streets in February, May, August and November or more often as necessary each year. The Contractor shall spray with a non-selective herbicide and remove the revegetation to within three inches (3") of the finish grade. All vegetation shall then be collected and removed from the site at the Contractor's expense. The Contractor shall remove all trash, litter and other debris weekly or as directed by the City's Representative.

M-14 PEST CONTROL:

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

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

1. Extreme caution shall be used when applying pesticides. Only apply when there is no wind. City approval must be obtained prior to spraying pesticides.

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

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

C. Snails and Slugs: Treat for snails and slugs as necessary. Treatment shall be approved by the City and may vary from one contract area to another. In general, broadcast an approved granule, pellet or meal at the recommended rate of three (3) times a year minimum; Spring, late Fall and Winter and/or apply an approved pesticide as necessary for complete snail and slug control based upon a program designed by a State Licensed Pest Control Operator (Qualified Applicator License - Q.A.L.).

D. Trees: All trees should be inspected weekly for fungus or insect infestation and treated accordingly as necessary. Upon notification by City, Contractor shall provide labor, equipment and materials to apply pesticides by a State licensed Qualified Applicator License (Q.A.L.) operator.

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

M-15 IRRIGATION SYSTEMS CARE:

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

A. IRRIGATION REPAIR AND OPERATION:

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

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

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

2. Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

3. Any damages to public or private property resulting from excessive irrigation water or runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the City.

4. The Contractor shall keep controller and valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals and main pressure lines, remote control valves, irrigation controllers, controller wiring, sprinkler heads and risers, fittings, valve covers, boxes and lids, including electrical pull boxes and lids, sleeving, quick coupler valves, hose bibs, etc.

5. All irrigation repairs shall be made within 24 hours or prior to the next irrigation cycle. All repairs shall be made in accordance with City of Orange Standards and Specifications.

6. Contractor shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

B. MONITORING SYSTEMS:

1. The Contractor shall **daily inspect** the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each irrigation controller and system shall be **checked weekly** for proper water scheduling and coverage. Make all necessary adjustment to heads which throw onto streets, walkways, walls, buildings, windows, or out of intended area of coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be **manually operated** at the irrigation controller and **observed on a monthly basis**.

2. The Contractor shall turn off irrigation systems during periods of rainfall and times when suspension of irrigation is desirable to conserve while remaining within guidelines to good horticulturally acceptable maintenance practices. **The Contractor's irrigation technician shall be experienced and knowledgeable in water management practices, responsible for operating and programming the irrigation system and his duties shall be to observe the effectiveness of irrigation systems and make recommendations, adjustments and/or repairs to the system.**

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

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

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

F. Maxicom Irrigation Computer System Maintenance: (Not Part of This Contract) The Contractor shall be experienced with the principles, functions and irrigation scheduling of the City operated Rain Bird Maxicom System.

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

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

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

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

B. All walkways shall be kept free of debris, leaves, pine needles and other debris from the Contract Areas as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. The Contractor shall **daily inspect and collect debris**. All paper, trash, etc. shall be dumped off site in a legal manner at the Contractor's expense.

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

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

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

F. Dog Droppings: Shall be removed when found during daily maintenance operations. Walks shall be hosed off after droppings are removed.

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

M-17 SURFACE DRAINAGE FACILITIES:

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

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

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

D. Maintenance Work Not Included: All Handy Creek Corridor and Paseos underground landscape drainage pipes inspection and flushing is excluded. Included, however, is the inspection and cleaning of all drainage device covers, grates and box inlets in accordance herein with Section M-16.

M-18 SEASONAL COLOR:

A. Seasonal color shall be replaced four (4) times per year or as directed by the City's Representative. The Contractor shall notify the City when color beds need replacement. Seasonal color replacement will be extra work.

B. Remove dead or faded blossoms, stems and foliage weekly to encourage continued blooming and maintain a neat appearance.

C. Provide water for color on a routine basis to maintain uniform soil moisture and assure maximum growth.

D. All color shall be fertilized monthly. A "complete fertilizer" with an analysis of 15-30-15 or approved equivalent program shall be used.

E. Cultivate soil weekly to ensure proper drainage and porosity.

M-19 LANDSCAPE LIGHTING FACILITIES:

The landscape lighting facilities maintenance work is not a part of this contract except for graffiti removal.

M-20 MONUMENT WALL CARE:

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

M-21 TRASH COLLECTION AND DISPOSAL:

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

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

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

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

M-22 DRESS CODE AND APPEARANCE:

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

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

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

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

M-23 EXTRA WORK:

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

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

1. When required by the City, an estimate of cost will be submitted to the Department of Community Services for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.

2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.

3. City will issue a work request for such extra work to be performed.

4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.

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

1. Replacement of plant materials due to failures beyond the Contractor's control.

2. Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.

3. Additional treatment required for planting or soil as not set forth specifically in this Specification.

4. Remedial landscaping.

5. Repairs or replacements due to vandalism or "Acts of God".

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

D. The City's Representative can authorize extra services up to \$2,000 per occurrence.

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

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

M-24 WEEKLY MAINTENANCE REVIEW:

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

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

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

M-25 REPORTS, SCHEDULES AND FORMS

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

A. Weekly Maintenance Schedule(s):

1. Contractor shall provide a weekly maintenance schedule(s) to the City. The schedule(s) shall indicate the frequency of time and days of the week services are to be performed.

2. Notification of change in scheduled work must be received by the City at least 48 hours prior to the scheduled time for the work.

3. Contractor shall adjust his work schedule to compensate for all holidays and inclement weather.

B. Reports and Forms:

1. Contractor shall provide, but NOT limited to, the following reports (as scheduled, or upon request):

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

ATTACHMENT NO. 5

**CHART DEPICTING REQUIRED MAINTENANCE PRACTICES
AND FREQUENCIES**

(Behind this sheet.)

YEARLY LANDSCAPE MAINTENANCE SCHEDULE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
TURF CARE El Camino												
Mowing	W	W	W	SW	SW	SW	SW	SW	SW	SW	W	W
Edging/Trimming	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Fertilization	BW	BW	BW	BW	W	W	W	W	W	W	BW	BW
Aeration		M				M		M		M		M
Overseeding									M	M		
Crabgrass Pre-emergent									M	M		
Annual Pre-emergent	M	M								M		
GROUND COVER CARE												
Edging/Trimming	W	W	W	W	W	W	W	W	W	W	W	
Fertilization		M				M*				M		
TREES CARE												
Evergreen Tree Pruning									M	M		
Deciduous Tree Pruning	M	M										M
Palm Tree Pruning												
Staking-and Guying	M	M	M	M	M	M	M	M	M	M	M	M
Deep Root Fertilization			M									
SHRUB AND VINE CARE												
Pruning	W	W	W	W	W	W	W	W	W	W	W	W
Fertilization		M								M		
PEST CONTROL CARE												
Disease/Fungus Control												
Insect Control												
Rodent Control												
Snail and Slug Control		M		M							M	

LEGEND

DAILY, W - Weekly, M - Monthly, M* - Sycamore Crossing Landscape Assessment District, * - As Necessary

YEARLY LANDSCAPE MAINTENANCE SCHEDULE

	January	Feb.	March	April	May	June	July	August	Sept.	October	Nov.	Dec.
IRRIGATION												
Irrigation Check	W	W	W	W	W	W	W	W	W	W	W	W
Irrigation Maintenance			M									
Manual Operation	M	M	M	M	M	M	M	M	M	M	M	M
Booster Pump Maintenance		M										
CLEAN WALKS/PARKING LOTS/MEDIANS												
Clean-up	W	W	W	W	W	W	W	W	W	W	W	W
DRAINAGE FACILITIES												
Inspect/Clean	W	W	W	W	W	W	W	W	W	W	W	W
Terrace/Down Drains									M			
TRASH REMOVAL												
Trash pick-up	W	W	W	W	W	W	W	W	W	W	W	W
Service Doggie Bag Stations	W	W	W	W	W	W	W	W	W	W	W	W
Empty Trash Containers	W	W	W	W	W	W	W	W	W	W	W	W
SEASONAL COLOR CARE												
Color Change			M			M			M			M
Fertilization	M	M	M	M	M	M	M	M	M	M	M	M
WEED CONTROL												
Inspection	W	W	W	W	W	W	W	W	W	W	W	W
Ground Cover/Shrubs	W	W	W	W	W	W	W	W	W	W	W	W
Paved Surfaces/Medians	W	W	W	W	W	W	W	W	W	W	W	W
Perimeter Areas	M	M	M	M	M	M	M	M	M	M	M	M
Native Weeds/Grass Cleaning												
Recreation Trail/Weeding	M	M	M	M	M	M	M	M	M	M	M	M
MAINTENANCE REVIEW	W	W	W	W	W	W	W	W	W	W	W	W

LEGEND

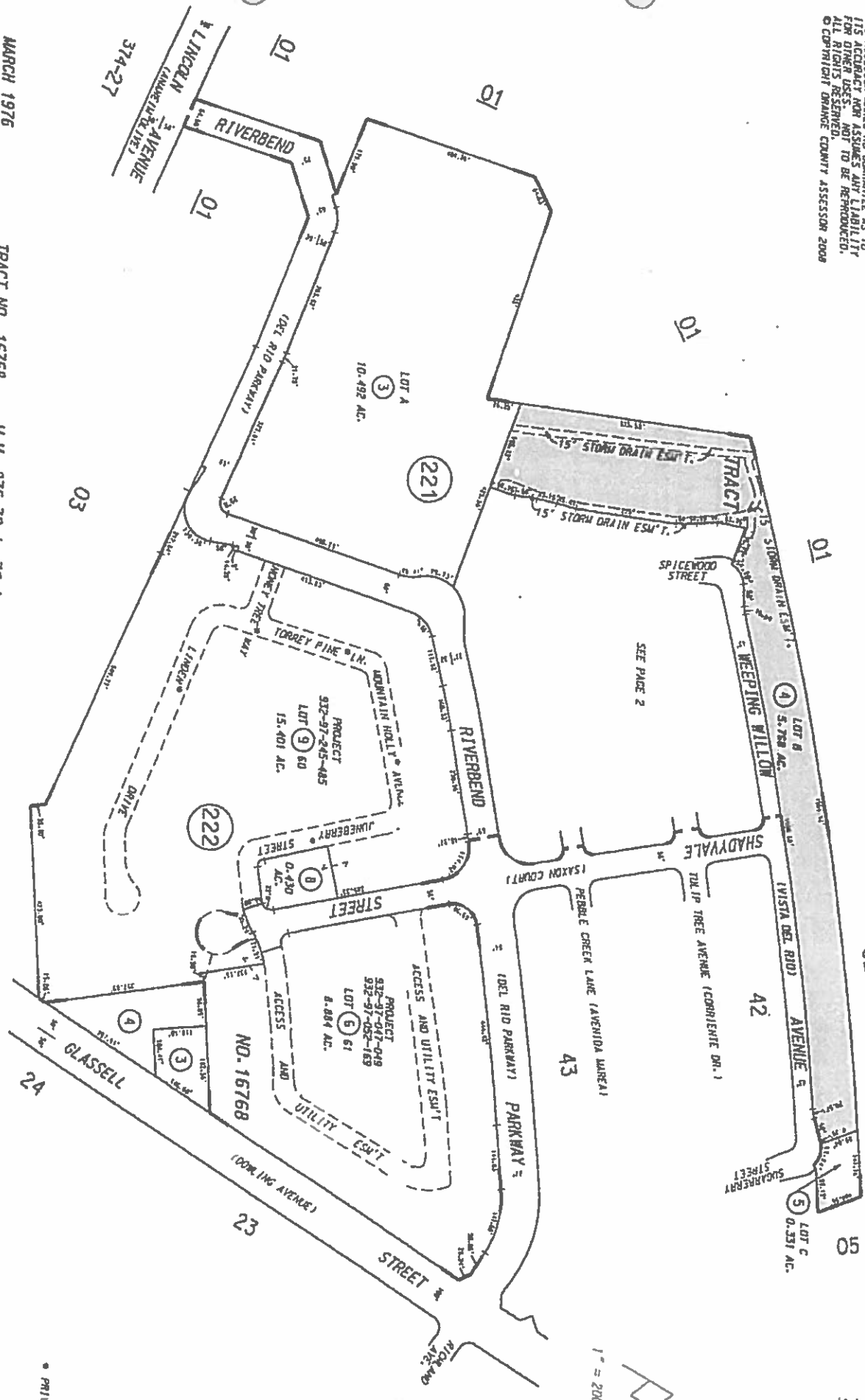
DAILY, W – Weekly, M – Monthly, Q – Quarterly, * – As Needed
Mitschid

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360-22

360 PAGE



MARCH 1976

TRACT NO. 16768

M.M. 876-30 to 36 Inc.

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 360 PAGE 22 COUNTY OF ORANGE

PRIVATE

EXHIBIT "B"

[Behind this sheet.]

EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 18 thru FY 21

SHAD, College Streetscape, Fire Station 7/Police Sub Station (City Property)

	ANNUAL	MONTHLY
YEAR ONE		
SHAD	\$ 248,929.80	\$ 20,744.15
College Streetscape	\$ 6,688.32	\$ 557.36
Fire Station 7/Police Sub Station (City Property)	\$2,511.00	\$ 209.25
TOTAL ANNUAL/MONTHLY	\$ 258,129.12	\$ 21,510.76
Additional Work as Directed (Repairs/Improvements)	\$ 112,000.00	
TOTAL YEAR ONE	\$ 370,129.12	
YEAR TWO		
SHAD	\$ 256,397.69	\$ 21,366.47
College Streetscape	\$ 6,888.97	\$ 574.08
Fire Station 7/Police Sub Station (City Property)	\$ 2,586.33	\$ 215.53
TOTAL ANNUAL/MONTHLY	\$ 265,872.99	\$ 22,156.08
Additional Work as Directed (Repairs/Improvements)	\$ 112,000.00	
TOTAL YEAR TWO	\$ 377,872.99	
YEAR THREE		
SHAD	\$ 264,089.62	\$ 22,007.47
College Streetscape	\$ 7,095.64	\$ 591.30
Fire Station 7/Police Sub Station (City Property)	\$ 2,663.92	\$ 221.99
TOTAL ANNUAL/MONTHLY	\$ 273,849.18	\$ 22,820.77
Additional Work as Directed (Repairs/Improvements)	\$ 112,000.00	
TOTAL YEAR THREE	\$ 385,849.18	

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EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 17 thru FY 20

Santiago Hills LMD (continued)

YEAR FOUR

SHAD	\$	272,012.31	\$	22,667.69
College Streetscape	\$	7,308.51	\$	609.04
Fire Station 7/Police Sub Station (City Property)	\$	2,743.84	\$	228.65
TOTAL ANNUAL/MONTHLY	\$	282,064.66	\$	23,505.39
Additional Work as Directed (Repairs/Improvements)	\$	112,000.00		
TOTAL YEAR FOUR	\$	394,064.66		
FOUR-YEAR TOTAL (Santiago Hills LMD)	\$	1,527,915.95		

reakdowns/Districts & Water Division Landscape Maintenance-Nieves Annual Compensation Schedule FY 18 -21

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EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 18 thru FY 21

Sycamore Crossing

	ANNUAL		MONTHLY
YEAR ONE			
Base Compensation	\$ 14,313.72	\$	1,192.81
Additional Work as Directed (Repairs/Improvements)	\$ 2,500.00		
TOTAL YEAR ONE	\$ 16,813.72		
YEAR TWO			
Base Compensation	\$ 14,743.13	\$	1,228.59
Additional Work as Directed (Repairs/Improvements)	\$ 2,500.00		
TOTAL YEAR TWO	\$ 17,243.13		
YEAR THREE			
Base Compensation	\$ 15,185.43	\$	1,265.45
Additional Work as Directed (Repairs/Improvements)	\$ 2,500.00		
TOTAL YEAR THREE	\$ 17,685.43		
YEAR FOUR			
Base Compensation	\$ 15,640.99	\$	1,303.42
Additional Work as Directed (Repairs/Improvements)	\$ 2,500.00		
TOTAL YEAR FOUR	18,140.99		
FOUR-YEAR TOTAL (Sycamore Cross)	\$ 69,883.27		

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EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 18 thru FY 21

Riverbend Bioswales

		ANNUAL		MONTHLY
YEAR ONE				
Base Compensation	\$	41,320.71	\$	3,443.39
Additional Work as Directed (Repairs/Improvements)	\$	6,000.00		
TOTAL YEAR ONE	\$	47,320.71		
YEAR TWO				
Base Compensation		\$42,560.33	\$	3,546.69
Additional Work as Directed (Repairs/Improvements)	\$	6,000.00		
TOTAL YEAR TWO	\$	48,560.33		
YEAR THREE				
Base Compensation	\$	43,837.14	\$	3,653.10
Additional Work as Directed (Repairs/Improvements)	\$	6,000.00		
TOTAL YEAR THREE	\$	49,837.14		
YEAR FOUR				
Base Compensation		45,152.26	\$	3,762.69
Additional Work as Directed (Repairs/Improvements)	\$	6,000.00		
TOTAL YEAR FOUR		51,152.26		
FOUR-YEAR TOTAL (Riverbend)	\$	196,870.44		

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EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 18 thru FY 21

Water Division Facilities

	ANNUAL	MONTHLY
YEAR ONE		
Base Compensation	\$ 52,330.02	\$ 4,360.84
Additional Work as Directed (Repairs/Improvements)	\$ 26,000.00	
TOTAL YEAR ONE	\$ 78,330.02	
YEAR TWO		
Base Compensation	\$ 53,899.92	\$ 4,491.66
Additional Work as Directed (Repairs/Improvements)	\$ 26,000.00	
TOTAL YEAR TWO	\$ 79,899.92	
YEAR THREE		
Base Compensation	\$ 55,516.92	\$ 4,626.41
Additional Work as Directed (Repairs/Improvements)	\$ 26,000.00	
TOTAL YEAR THREE	\$ 81,516.92	
YEAR FOUR		
Base Compensation	\$ 57,182.43	\$ 4,765.20
Additional Work as Directed (Repairs/Improvements)	\$ 26,000.00	
TOTAL YEAR FOUR	\$ 83,182.43	
FOUR-YEAR TOTAL (Water Division)	\$ 322,929.29	

breakdowns/Districts & Water Division Landscape Maintenance-Nieves Annual Compensation Schedule FY 18 -21

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EXHIBIT "B"
Nieves Landscape, Inc.
Four-Year Maintenance Agreement
ANNUAL COMPENSATION SCHEDULE
FY 18 thru FY 21
FOUR-YEAR TOTALS ALL ACCOUNTS

YEAR ONE (All Accounts)	\$	512,593.57
YEAR TWO (All Accounts)	\$	523,576.37
YEAR THREE (All Accounts)	\$	534,888.67
YEAR FOUR (All Accounts)	\$	546,540.34
FOUR-YEAR TOTAL (All Accounts)	\$	2,117,598.95