

Exhibit A



Specifications for the Maintenance of:

- Lighting and Landscape Maintenance District No. 38
- Lighting and Landscape Maintenance District No. 39
- Lighting and Landscape Maintenance District No. 41

**SPECIFICATIONS FOR THE PROVISION OF
LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR
SPECIAL LANDSCAPE MAINTENANCE DISTRICTS**

1. SCOPE OF THE WORK AND CONTRACT

- 1.01 The work to be done under these specifications shall include the furnishing of all labor, material and equipment necessary for the provision of landscape and appurtenant maintenance services as set forth in these specifications including the exhibits attached hereto within the boundaries of the Special Districts and as said boundaries may have been heretofore or may be hereafter altered.
- 1.02 The foregoing work shall be done in a thorough and workmanlike manner under the direction and to the satisfaction of the Maintenance Superintendent of the Public Works Department. The premises shall be maintained at the level of service provided for in these specifications at all times.
- 1.03 The Contractor shall have the exclusive duty, right and privilege to mow, edge, trim, overseed, reseed, fertilize, aerate, irrigate, hand water and bleed valves as necessary during emergencies when automatic systems are not functioning, prune, trim, and renovate turf and shrub areas designated hereunder, as well as to provide weed control, disease control, tree maintenance within the District, maintenance of sprinkler systems including backflow prevention devices, repair of walkways, pumps and the necessary maintenance of any appurtenant structures and equipment.
- 1.04 In return for the exclusiveness of said Contract and the other considerations provided for herein, the Contractor agrees to provide the landscape and appurtenant maintenance services within said District without any further compensation except as otherwise specifically provided for in the contract and/or specifications.
- 1.05 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage plant, groundcover or turf areas.
- 1.06 The Contractor shall, during the specified hours and days of operation, respond to all emergencies within two (2) hours of notification.
- 1.07 The Contractor shall perform a maintenance inspection weekly during daylight hours of all areas within the premises. Such inspection shall be both visual and operational. It, shall include operation of all irrigation, lighting and other mechanical systems to check for proper condition and reliability.
- 1.08 The term Maintenance Superintendent as used in these specifications shall mean Maintenance Superintendent of the Public Works Department

or his authorized representative(s).

2. AREAS TO BE MAINTAINED

- 2.01 There are hiking trails, medians, parkway panels, cul-de-sac islands, village greens, adjacent roadway slopes, open space lots, linear greenbelts, passes, fire protection slope areas, gate entry areas, creek beds, semi-natural, and natural areas with turf, plants, trees, and ground cover which are irrigated by manual and/or an electrically controlled automatic systems.
- 2.02 Surface drains ("V ditches) in the natural areas of the District are included as an area to be maintained by the contractor under these specifications.
- 2.03 An identification of the areas to be maintained is provided in Exhibit A attached to these specifications.
- 2.04 The bidder, before submitting his bid, shall visit all existing areas to be maintained and inform himself fully as to all conditions that might affect the work specified.
- 2.05 Estimated square footage by district is provided for all areas to be maintained on the attached Exhibit A. However, it is the responsibility of the Contractor to verify by inspection and to observe the various slope characteristics.

3. CERTIFICATIONS/REPORTS

- 3.01 Certification
Contractor shall complete the attached Landscape Maintenance certification form designated Exhibit B and shall submit same to Maintenance Superintendent concurrent with the monthly invoicing. The monthly payment to the Contractor will not be made until such report has been received by the Maintenance Superintendent.
- 3.02 In addition, when applicable, Contractor shall submit with the monthly invoice and Landscape Maintenance certification form, a report indicating, for those specialty type maintenance operations completed, the quantity and complete description of all commercial and organic fertilizer, grass seed and soil amendments used and a valid licensed California Pest Control Advisor's recommendation and copies of corresponding pesticide use report signed by a licensed California Pest Control Operator for all chemical disease and pest control work performed.
- 3.03 Maintenance Function Report
Contractor shall maintain and keep current a report form that records all on going, Seasonal, and Additional Work, maintenance functions performed on a daily basis, by Contractor's personnel. Said report shall be in a form and content acceptable to the Maintenance Superintendent and

shall be submitted to Maintenance Superintendent concurrent with the monthly invoicing. The monthly payment will not be made until such report is received by the Maintenance Superintendent.

4. ADDITIONAL WORK

- 4.01 The Maintenance Superintendent may at his discretion authorize the Contractor to perform additional work, in accordance with the provisions of the contract including but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or improvements in order to add new, modify existing or to refurbish existing landscaping and irrigation systems as provided for in the contract authorizing the provision of those services.
- 4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Maintenance Superintendent. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Maintenance Superintendent May verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Maintenance Superintendent for approval.
- 4.03 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.
- 4.04 Contractor may also be requested to provide casual labor services for City Special Events, City emergencies or for other events and activities as approved by the Maintenance Superintendent.

5. CONTRACTOR'S LIABILITY

- 5.01 All damages incurred to existing improvements located within areas under maintenance which in the City's opinion are due to the Contractor's operation shall be repaired or replaced at the Contractor's expense.
- 5.02 All such repairs or replacements shall be completed within the following time limits.
 - a. Irrigation damage shall be repaired or replaced within one watering cycle.
 - b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

- 5.03 All repairs and/or replacements shall be completed in accordance with the following maintenance practices.
- a. Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.
 - If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Maintenance Superintendent.
 - b. Shrubs - Minor damage may be corrected by appropriate pruning.
 - Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in Section 18 of these Specifications.
 - c. Chemicals - All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

6. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

- 6.01 Should any misunderstanding arise; the Maintenance Superintendent will interpret the Agreement. If the Contractor disagrees with the interpretation of the Maintenance Superintendent, he shall continue with the work in accordance with the Maintenance Superintendent's interpretation. Within thirty (30) days after receipt of the interpretation, he may file a written request for a hearing before a Disputes Review Panel as provided herein. The written request shall outline in detail the area of dispute.
- 6.02 The Disputes Review Panel will be appointed by the Maintenance Superintendent and will be composed of not less than three Non-City personnel having experience in the administration of Landscape maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Maintenance Superintendent, for his consideration, within one (1) week following the conclusion of the hearing. The Maintenance Superintendent shall render an interpretation based upon his review of the Panel's recommendation. The Maintenance Superintendent's decision shall be final.

7. OFFICE OF INQUIRIES AND COMPLAINTS

- 7.01 The Contractor shall maintain an office at some fixed place and shall maintain a telephone there at, listed in the telephone directory in his own name or in the firm name by which he is most commonly known, and shall, at all times, have some responsible person (s), employed by the Contractor, to take the necessary action regarding all inquiries and

complaints that may be received from property owners and tenants within said District or from the Maintenance Superintendent. This person(s) shall be reachable 24 hours per day. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within one (1) hour of receipt of complaint by the answering service. The telephone of said Contractor shall be on the exchange or exchanges of said District(s) or a toll-free number, and in no case shall the people of said District(s) be required to pay a toll charge to telephone said Contractor. During normal working hours, the Contractor's Foreman or employee of the Contractor, who is responsible for providing maintenance services shall be available for notification through telephone communication.

- 7.02 Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor cause such action to be taken by the City work force and shall charge the cost thereof as determined by the Maintenance Superintendent, against the Contractor, or may deduct such cost from any amount due to Contractor from City.
- 7.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the Maintenance Superintendent at all reasonable times.
- 7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Maintenance Superintendent. If any complaint is not abated within 24 hours, the Maintenance Superintendent shall be notified immediately of the reason for not abating the complaint followed by a written report to the Maintenance Superintendent within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Maintenance Superintendent, the Maintenance Superintendent may correct the specific complaint and the total cost incurred by the City will be deducted and forfeited from the payments owing to the Contractor from the City.

8. SAFETY

- 8.01 Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A., CAL. O.S.H.A. and NIOSHA Safety orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said areas

under maintenance and keep a log indicating date inspected and action taken.

- 8.02 It shall be the Contractors responsibility to inspect, and identify, any conditions that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The Maintenance Superintendent shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas and paving, replacing valve box covers, and securing play apparatus, if any, so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Maintenance Superintendent within five (5) days following the occurrence.

9. HOURS AND DAYS OF MAINTENANCE SERVICE

- 9.01 Hours of maintenance service shall be either 6:00 a.m. to 2:30 p.m. or 6:30 a.m. to 3:00 p.m. on those days' maintenance is to be provided for a Special District pursuant to the work schedule approved in advance by the Maintenance Superintendent.
- 9.02 Contractor shall provide on-site staffing at the prescribed hours five (5) days per week, Monday through Friday at the Special Districts indicated on the work schedules approved in advance by the Maintenance Superintendent. Contractor shall provide on-site staffing at the prescribed hours seven (7) days per week, Sunday through Saturday at all park sites. Any changes in the days and hours of operation heretofore prescribed shall be subject to prior written approval by the Maintenance Superintendent.
- 9.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the City the sum of Twenty-five Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provision of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

10. MAINTENANCE SCHEDULES

- 10.01 Contractor shall provide a work schedule for the Districts to be maintained which shall be submitted to the Maintenance Superintendent within ten (10) days after the effective date of this Agreement for his approval.
- 10.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Maintenance Superintendent within five (5) working days prior to scheduled time for the work.
- 10.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirement to notify the Maintenance Superintendent for Specialty Type maintenance as set forth immediately hereinafter.
- 10.04 Contractor shall notify the Maintenance Superintendent, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations, "Specialty Type" operations are defined as:
- a. Fertilization
 - b. Turf aerification
 - c. Turf renovation/verticutting
 - d. Turf reseeding
 - e. Spraying of trees, shrubs or turf
 - f. Pruning trees and shrubs
 - g. Other items as determined by the Parks and Maintenance Superintendent

Said "Specialty Type" maintenance services shall be performed in compliance with an approved specialized maintenance program prepared by Contractor. Failure to complete special services in accord with the schedules set forth in the specialized maintenance program will result in the Contractor becoming liable to the City for liquidated damages (\$100 per day) without written notice commencing automatically upon the first day following the final date such work was to be completed.

11. CONTRACTOR'S STAFF

- 11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised by a qualified, English speaking, Foreman in the employ of the Contractor.
- 11.02 Contractor shall transfer or discharge any employee whose conduct or activity shall, in the reasonable exercise of discretion by the Maintenance Superintendent, be deemed detrimental to the interest of the public patronizing the premises. Contractor shall transfer or discharge any such person within a reasonable time following notice therefore from the

Maintenance Superintendent and such person shall not be employed at any other City District area of maintenance contracted for and maintained by, the Contractor.

11.03 Maintenance Superintendent may require the Contractor to establish an identification system for personnel assigned to an area of maintenance which clearly indicates to the public the name of the Contractor responsible for the landscape and appurtenant maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Maintenance Superintendent.

11.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts, shall be worn at all times and buttoned.

12. SIGNS/IMPROVEMENTS

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

13. UTILITIES

13.01 The City shall pay for all utilities. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contractor and approved by the Maintenance Superintendent. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from City will be presented to the Contractor by the Maintenance Superintendent prior to actual deduction to allow for explanations.

14. NON-INTERFERENCE

14.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. STORAGE FACILITIES

15.01 City shall not provide any storage facilities for the Contractor.

16. TURF CARE

16.01 The Contractor shall perform at his sole expense the following services:

- a. Mowing - Turf to be mowed with an adequately sharpened rotary or reel type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All warm season grasses (Bermuda, St. Augustine, and Kikuyu) to be cut at a 1-inch height throughout the year. All cool season grasses (Blue Grass and Fescues) to be cut at 2 1/2 inches during April through November and at 2 inches during December to March of each year. The mowing heights will be adjusted by the Maintenance Superintendent during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. Notwithstanding the previous statements, use of a mulching type mower that deposits finely ground clippings in place is authorized and encouraged (large clumps of clippings must be removed). A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Maintenance Superintendent for approval.
- b. Edging - With each cutting the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Such edging shall be done with a power edger with a rigid blade. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around value boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from site the same day area is edged. After mowing and edging is completed all adjacent walkways are to be swept clean by power blower.
- c. Weed Control - Control turf weeds as needed and in accordance with the specialized maintenance program. Hand removal of noxious weeds or grasses will be required as necessary.
- d. Insect/Disease Control - Eliminate all insect or disease affecting turf areas as they occur.
- e. Aerating - Aerate all turf areas four (4) times annually in accordance with the specialized maintenance program. Aerate all turf by using 1/2-inch tines removing 4-inch cores of sod with an

aerator machine at not more than 6-inch spacing once over. Maintenance Superintendent is to be notified at least two (2) weeks prior to the exact date of aerating.

- f. Thatch Removal - Renovate all warm season grasses to the soil line and verticut all cool season grasses once annually prior to the overseeding operation to be performed in the fall of each year. Equipment will consist of standard renovating or vertical mowing types. Maintenance Superintendent is to be notified at least two (2) weeks prior to the exact date of renovation.
- g. Irrigation - Irrigation, including hand-watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor to provide Maintenance Superintendent with monthly written irrigation schedule on form provided for this purpose. Maintenance Superintendent shall have the ability to change the irrigation schedule as the need develops.

Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

- (1) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing, rainy and/or windy conditions, automatic irrigation will be discontinued.
- (2) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).
- (3) The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.
- (4) Check systems daily and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.
- (5) All controllers shall be adjusted on a weekly basis considering the water requirements of each remote-control valve (sprinkler station).
- (6) Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could

- interfere with the Contractor's ability to mow all turf.
- (7) The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Maintenance Superintendent, so necessary improvements can be considered.
 - (8) Contractor shall repair or replace all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Maintenance Superintendent of such a deficiency.
 - (9) A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
 - (10) Contractor shall file a monthly statement with the Department of Public Works certifying that all irrigation systems are functioning properly and provide a monthly irrigation schedule for the succeeding month.
 - (11) Contractor shall also be required to file a yearly certification with the Department of Health Services and/or Walnut Valley Water District that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the Los Angeles County Health Services Department and/or Walnut Valley Water District. It will be the responsibility of the Contractor to repair and replace when necessary, subject to the provisions of Section 21 hereunder, all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification from the Department of Health Services and/or Walnut Valley Water District that said certifications are due.

h. Fertilization - Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain the turf in a healthy condition, or as directed by the Maintenance Superintendent. **Fertilizer will be applied as often as required to maintain deep green color at all times.** The type of turf and time of year will determine the type of fertilizer used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied shall be recorded. Coordinate all fertilizer applications with the Maintenance Superintendent.

Contractor shall use only dry pelletized fertilizers unless otherwise approved by the Maintenance Superintendent. Applications shall be in accordance with the manufacturer's specifications. All applications shall be recorded and specifically identified on the contractor's maintenance schedule indicating the fertilizer used and frequency applied.

When applying fertilizer granules, every precaution shall be taken to contain material in the planting areas. Contractor will be responsible for removing all fertilizer stains from concrete caused by application.

Turf Reseeding - Contractor shall once each year in fall, at contractor's sole expense, overseed all turf after aerification and overseed all bare spots as needed throughout the remainder of the year to re-establish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Maintenance Superintendent may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor. Overseeding shall be sown at a rate of five (5) pounds per 1,000 square feet and reseeded of bare areas shall be sown at a rate of eight (8) pounds per 1,000 square feet with a City approved grass seed. Coordinate seed type with City. In addition, on sports fields, hulled Bermuda grass seed (at least 48% pure seed) at a ratio of 2:1 of the approved seed shall be added.

17. SHRUB AND GROUND COVER CARE

17.01 The Contractor shall perform at his sole expense the following services:

- a. Pruning - Prune shrubbery during the month of January through March to encourage healthy growth habits and for shape and appearance with the exception of roses which shall be pruned no later than January. All shrubs shall be free of dead wood, weak, diseased, insect infested and damaged limbs at all times. Remove all clippings the same day shrubbery is pruned.
- b. Trimming - Restrict growth of shrubbery and ground covers to area behind curbs and walkways, and within planter beds by trimming, as necessary, or upon written notice by the Maintenance Superintendent.
- c. Renovation - Renovate ground covers according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate.
- d. Disease and Insect Control - Maintain free of disease and insects and treat when needed pursuant to section 20.
- e. Weed Control - All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following
 - (1) Hand removal.
 - (2) Cultivation.
 - (3) Chemical eradication.
- f. Fertilization - Apply fertilizer at least two (2) times per year (during

the months of March and April, and September and October) to provide a healthy color in all plants with foliar feedings if applicable. Contractor will cultivate around plants where needed. Fertilizer should be a balanced inorganic 10-6-4 ratio with trace elements. The Contractor shall provide the Maintenance Superintendent with a fertilization schedule, with two (2) weeks notification prior to the proposed fertilization.

- g. Irrigation - Irrigate including hand watering and bleeding of valves in emergency situations where automatic systems are not functioning as required to maintain adequate growth rate and appearance. Section 16, Paragraph g, concerning irrigation practices shall apply to shrubs and ground covers.
- h. Shrub and Ground Cover Replacement - All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced with the exact same material that existed and of similar size as required by the Maintenance Superintendent unless otherwise notified by the Maintenance Superintendent in writing. Substitutions for any plant materials must have prior approval in writing by the Maintenance Superintendent. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Maintenance Superintendent.

18. TREE CARE

18.01 The Contractor at his sole expense shall perform the following services:

- a. Tree Maintenance -
 - (1) Contractor shall be responsible for the pruning, shaping and removal of trees under 15' in height. The Contractor shall inform the Maintenance Superintendents office of any damaged or diseased trees or any trees that pose a threat to adjacent concrete, walls or property.
 - (2) All trees shall be maintained free of all dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the parent limb or trunk to promote proper healing. All sucker growth is to be removed from trees as it occurs.
 - (3) Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
 - (4) Control insects and diseases as needed pursuant to the provisions of Section 19.
 - (5) Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.
 - (a) Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen

- (15) gallon trees sizes (two (2) per tree).
 - (b) Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire two (2) ties per tree.
 - (c) Tree ties shall be "Cinch Tie" tree supports or approved equivalent.
 - (d) Stakes will not be placed closer than eight (8) inches from trunk of the tree.
 - (e) Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.
- b. Fertilization - Apply fertilizer within drip line at least once per year (during the months of March - April) to provide a healthy color in all plants. Fertilizer should be a balanced inorganic 10-6-4 ratio with trace elements. The Contractor shall provide the Maintenance Superintendent with two (2) weeks notification prior to the fertilizer application.
 - c. Irrigation – Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 16, Paragraph G.
 - d. Permits – If a permit is required for tree pruning, City Department of Public Works will obtain permit prior to commencement of work by Contractor.
 - e. Tree Replacement - All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Maintenance Superintendent. The need for and the size of replacement will be determined by the Maintenance Superintendent at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 36-inch box specimen container size. Substitutions will require prior written approval by the Maintenance Superintendent. Original plans and specifications should be consulted to insure correct identification of species.
 - f. Olive Tree Spraying - Ornamental olive trees shall be sprayed to prevent fruit set by use of Maintain. Two applications shall be required 7-10 days apart. The first application shall be applied when 1/2 to 3/4 of the olive blooms are open (sometime between April 1 and May 10). Both spray applications shall be put on using a power sprayer with a minimum of 150 p.s.i. pressure.

19. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

19.01 The Contractor shall perform at his sole expense the following services:

- a. Disease, insect and pest control tasks described previously in turf, shrub/ground cover and tree care specifications.
- b. Control of weeds, insects and pests in the District areas,

landscaped or natural, that may have an immediate adverse effect on adjacent private property.

19.02 Chemical use shall be controlled by the contractor per the following:

- a. Chemical Application - All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.
- b. Permits- All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner Office and a permit obtained with a copy to the City Department of Public Works prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Maintenance Superintendent on a timely basis.
- c. Compliance with Regulations - All regulations and safety precautions listed in the 'Pesticide Information and Safety Manual published by the University of California will be adhered to.
- d. Pest Control – Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the Contractor at his sole expense. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped by contractor to avoid moisture runoff entering the holes. This procedure shall be followed in all areas especially within all slope areas.

20. GENERAL CLEAN-UP

20.01 The Contractor shall perform at his sole expense the following services:

- a. Trash Removal - Remove all trash and accumulated debris from site.
- b. Policing of Areas - All areas under maintenance and other designated areas will have above identified trash removed daily, seven days per week throughout the year.
- c. Concrete/Asphalt Median Strip Maintenance - Contractor is responsible for weed and grass removal within concrete/asphalt median strip areas, if any, at all times.
- d. Curb and Gutter Maintenance - Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints at all times.
- e. Walkway Maintenance - Walkways, if any, will be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, dog feces, grease, paint, graffiti, etc. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.
- f. Drain Maintenance - All drains, "V" ditches and catch basins shall

- be free of siltation and debris at all times.
- g. Removal of Leaves - Accumulations of leaves shall be removed from all areas not less than once per week.
 - h. Trash Containers in Mini-Parks - All trash containers in mini-parks shall be emptied daily, seven days per week, throughout the year, and removed from the site.

21. IRRIGATION SYSTEM MAINTENANCE OR REPAIR

21.01 All irrigation systems within the District areas designated in this specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

- a. Scope of Responsibility - The Contractor shall maintain (repair or replace as needed) and keep operable all irrigation equipment consisting of sprinkler heads, valves, lines, quick couplers, risers, automatic controllers, batteries, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.
- b. Replacement Requirements - Replacements will be of original materials or substitutes approved by the Maintenance Superintendent in writing prior to any installation.
- c. Extent of Responsibility - The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation systems. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf trees, plants, and ground covers when automatic systems are not functioning. The replacement Section 21 requirements to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement required by Section 21 caused by extraordinary incidents of vandalism, acts of God, and third-party negligence will be accomplished by the Contractor pursuant to the provisions of Section 23 of this Specification.
- d. Ordinances – All materials and workmanship will be in accordance with applicable City or County Plumbing Ordinances. Where the provisions of the specifications exceed such requirements, the specifications shall govern.

22. MAINTENANCE AND REPAIR OF WALKWAYS & SERVICE ROADS, DRAINAGE SYSTEMS, CONCRETE BLOCKWALLS & MISCELLANEOUS IMPROVEMENTS

22.01 Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition. The Contractor shall be entitled to additional compensation for maintaining walkways and service roads in the following manner:

- a. Broken corners will be removed and repaired as required.
- b. Broken curbs or headers adjacent to or part of roadways or walkways will be repaired or replaced.
- c. Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration, but will be required to replace all improvements damaged by his negligence.

22.02 Drainage Systems - The following services shall be provided by the contractor at his expense except as otherwise provided for:

- a. All surface drains ("V" ditches), if any, shall be kept clear of debris so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary for which the Contractor will receive additional compensation.
- b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to subsurface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

22.03 Miscellaneous Improvements - It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips and any other structural improvements within the District unless otherwise specified. Contractor shall be entitled to additional compensation for these services.

22.04 Walks and Trails Operation- To be done at Contractors sole expense. Contractor shall keep non-concrete walks and trails free of hazards and litter, and shall maintain the prescribed access routes by performing the hereinafter specified operations and all other work incidental thereto.

22.05 Wood chips, crushed rock, decomposed granite and other types of walkways and trails shall be kept clear for pedestrian and/or vehicular traffic. All weeds and plant materials shall be cut back to maintain clear access through such areas.

22.06 Any restrictive posts or barriers shall be maintained in an operable state.

22.07 Clear for litter and debris.

22.08 Repair/backfill ruts and erosion areas.

WALKS AND TRAILS – Frequency

22.09 Areas kept clear for access: once per month.

22.10 Posts and barriers: as needed.

22.11 Litter and debris: once per week.

22.12 Repair/backfill ruts: as needed.

23. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

23.01 Contractor shall be responsible for performing maintenance, repairs and replacements, when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and Third-party negligence in accordance with the provisions of this Section. The Contractor shall replace as the result of any of the extraordinary incidents described in this Section (1) damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 17 and 18 and (2) inoperable irrigation equipment described in Section 21. The Contractor shall submit a written estimate of the cost for performing such work. The Maintenance Superintendent may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. In the event the Contractor's written estimate is not approved, then the Maintenance Superintendent reserves the right to contract with a third party to perform such work.

24. MAINTENANCE INSPECTIONS

24.01 The Contractor shall:

- a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all sprinkler, lighting and other technical systems to check for proper operational condition and reliability.
- b. Monthly meet on site with an authorized representative of the Maintenance Superintendent for a walk-through inspection. Said meeting shall be at the convenience of the Maintenance Superintendent. In addition, weekly interim inspections may be made by the Maintenance Superintendent. Any corrective work required as a result of a monthly inspection or any interim inspection by the Maintenance Superintendent shall be accomplished to the satisfaction of the Maintenance Superintendent within three (3) days of the notification of deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following notification.

25. PLAYGROUND EQUIPMENT MAINTENANCE

25.01 All playground sites and equipment shall be inspected at the start of each work day and sand/wood chips cleaned and raked level to remove any foreign and hazardous material and neatly groomed.

25.02 Special attention shall be made to low sand/wood chip areas, around play equipment. These sand/wood chip areas shall be leveled by distributing sand/wood chips from high areas to low areas.

25.03 All sand/wood chip play areas shall be maintained free of litter, cans, pop tops, broken glass and other debris.

25.04 All playground sites and equipment shall be checked daily, seven days per week, throughout the year and Contractor shall clean and remove litter from sand/wood chip areas daily, seven days per week, throughout the year. Any unsafe condition of play equipment shall be corrected and/or reported pursuant to Section 8 of these specifications.

25.05 By the 10th of each month, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level. Wood chips shall not be roto-tilled.

26. FIRE PROTECTION SLOPE AREAS MAINTENANCE

26.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydromulched in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.

26.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100 feet from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Fire Marshall has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District within a maximum period of thirty (30) days. Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Also, Contractor shall fertilize twice a year shrubs in these areas with inorganic 10-6-4 and remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

26.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor's responsibility is within the portion or balance of the 100 feet

outside of the private property boundary, or, in this case, 80 feet. Consult with the Maintenance Superintendent for any questions regarding these areas.

26.04 The maintenance of the manufactured slopes requires that the planted slopes be kept weed free at all times. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices. Plants and trees shall be fertilized in accordance with the requirements of Sections 17 and 18 of these Specifications.

27. NATURAL AREAS MAINTENANCE

27.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris removal only as directed by the Maintenance Superintendent.

27.02 Surface drains ("V" ditches) located in natural areas shall be maintained by the Contractor per 22.02.a at the Contractor's sole expense.

28. TERM OF AGREEMENT

28.01 This Agreement shall take effect and commence upon its execution by the City Council and unless executed on the first day of a calendar month, shall continue for the rest of the partial calendar month in which executed and for a period of twelve (12) to thirty-six (36) full calendar months thereafter.

28.02 The City Council shall have the option to extend this Agreement up to three (3) additional one (1) year periods, subject to the same terms and conditions contained herein, by giving Contractor written notice of exercise of this option to renew at least thirty (30) days prior to the expiration of the initial term of this Agreement, or of any additional one (1) year extensions.

29. CONTRACTOR'S COMPENSATION

29.01 Should this Agreement commence on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full monthly rate per day, to, and including, the last day of the partial calendar month.

29.02 In the event the City Council exercises its option to extend the term of this Agreement for one or more of the additional five (5) one year periods as provided for in paragraph 28.02, the Contractor's monthly compensation shall be subject to adjustment at the commencement of the extended term and annually thereafter ("the adjustment date") as follows:

Any increase in compensation will be negotiated between the City

and the contractor, with the limits being no increase to a maximum of the cost of living.

The increase, if any, will be calculated with reference to cost of living during the previous year. If the increase is approved by the City Council, the increase will be calculated by adding to the Contractor's monthly compensation, the amount, if any, obtained by multiplying the contractor's compensations as of the adjustment date by the percentage by which the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month. If the Index is discontinued, the Maintenance Superintendent's office shall, as its discretion, substitute for the Index such other similar index as it may deem appropriate.

30. Diversion of Organic materials from landfills

30.01 Contractor shall divert all organic material (i.e. grass clippings, tree trimmings) from being disposed with regular refuse. Contractor shall, to the extent feasible, utilize acceptable techniques (i.e. grass recycling, composting) as approved by the Maintenance Superintendent, in the diversion of all organic materials from landfills.

30.02 Diversion shall be completed on an on-going basis.

31. Monetary Penalties for Contract Specification Deficiencies and Sub-Standard Work

31.01 Violation of the following provisions will result in the listed monetary penalty. Contract specification deficiencies and sub-standard work must be documented on the Performance Deficiency form and the form must be approved by the Supervisor and Maintenance Superintendent.

1. Contractor's employees shall wear proper working attire, including uniforms, proper shoes and other safety gear. (Section 11.04) Failure to comply shall result in a deduction of \$100 per occurrence per day.
2. Complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Maintenance Superintendent. (Section 7.04) Failure to comply shall result in a deduction of \$100 per occurrence per day.
3. Contractor shall respond to emergencies within two (2) hours of notification. (Section 1.06) Emergencies include, but are not limited to, broken water mains, stuck valves, threat to private property due to contractor's operations, natural

disasters, etc. Failure to respond shall result in a deduction of \$250 per occurrence.

4. Contractor shall supply the City with name(s) and phone number(s) of twenty-four (24) hours-per-day, seven (7) days-per-week contact for emergencies. (Section 7.01) Failure to maintain current information shall result in a \$200 penalty for each occurrence.
5. Contractor contact shall be available by telephone during regular work hours. (Section 7.01) Failure to respond back to City representative within 30 minutes of call shall result in \$250 penalty per occurrence.
6. Contractor shall provide a daily schedule (seven (7) day per week schedule) of manpower assigned to work in Diamond Bar. This schedule shall serve as the minimum manpower requirement to adequately service this contract. Failure to maintain the minimum level of manpower shall result in the immediate deficiency deduction of \$100 per person per day.
7. Payments Withheld/Penalties:

A. If the City determines that there are deficiencies in the performance of this contract, the Contractor shall be notified both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Upon notification of service failure, the Contractor shall complete corrective action within the time frame as noted in the contract. Should the Contractor fail to correct any deficiencies within the stated time frame, the City may exercise the following measures:

- i. Deduct from the Contractor's payment the amount necessary to correct the deficiency.
- ii. Withhold the entire or partial payment.
- iii. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
- iv. Deduct liquidated damages from Contractor's monthly invoice.

B. Failure by the Contractor to provide reports, schedules and other deliverables as called for in this specification (and itemized below) will result in a penalty of \$100 for each occurrence being withheld from the Contractor's current monthly invoice payment.

- i. "Weekly" written work schedules including tree well maintenance
- ii. Written pesticide recommendations
- iii. "Every three (3) weeks" irrigation tracking sheets for each controller

- iv. "Monthly" turf fertilization schedule (if applicable)
- v. "Monthly" rodent control reports (site specific)
- vi. "Monthly" chemical application report (site specific)

C. Failure by the Contractor to provide certain maintenance functions/deliverables within the timelines called for in this specification (and itemized below) will result in a penalty of \$200 for each occurrence (at each site) being withheld from the Contractor's current monthly invoice payment.

- i. Failure by the Contractor to take immediate corrective action to landscape that is stressed due to lack of water, insect infestation, rodents, etc.
- ii. Failure to perform as indicated on the work schedule.
- iii. Responding to emergencies within two (2) hours during non-working hours.
- iv. Failure to conform to the W.A.T.C.H. Traffic Control handbook.
- v. Removing litter/debris from site the same day it is generated.
- vi. Blowing or sweeping debris onto private property, public streets, parking lots or into stormdrains.
- vii. Tree pruning or tree care within five (5) days.
- viii. Failure to alleviate visibility obstructions within two (2) working days.
- ix. Ground cover replacement within five (5) days.
- x. Irrigation repair within twenty-four (24) hours.
- xi. Irrigating during rainy weather when it is obvious that additional soil moisture is not needed. (Per controller).
- xii. Objectionable weeds and subsequent days beyond three (3).
- xiii. Failure to pick up litter daily.
- xiv. Turf mowing and edging weekly.