

Attachment 1

CITY OF LAKE FOREST

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 100 Civic Center Drive, Lake Forest 92630 ("City") and Nieves Landscape, Inc., a California corporation, with its principal place of business at 1629 E. Edinger Ave., Santa Ana, CA 92705 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain landscape maintenance services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Medians, Parkways, and Slopes Landscape Maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Contractor shall comply with Special Provisions to the Maintenance Agreement applicable to the Services as set forth in Exhibit "A-I."

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Thomas Wheeler, P.E. Director of Public Works/ City Engineer, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Greg Nieves, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least

ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<http://www.ocwatersheds.com/documents/damp/mapplan>

A copy of the LIP is available on the internet at:

<http://www.lakeforestca.gov/296/Local-Implementation-Plan-LIP>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed FOUR MILLION THIRTY-SIX THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$4,036,680.00) without written approval of City's City Manager or City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed

and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Nieves Landscape, Inc.
1629 E. Edinger Ave
Santa Ana, CA 92705
ATTN: Greg Nieves, President

City: City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

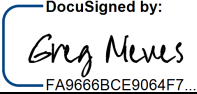
NIEVES LANDSCAPE, INC.

By: _____
Doug Cirbo
Mayor

By:  _____
FA9666BCE9064F7...
Greg Nieves
President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By:  _____
FA9666BCE9064F7...
Greg Nieves
Secretary

By: _____
Lisa Berglund
City Clerk

APPROVED AS TO FORM:

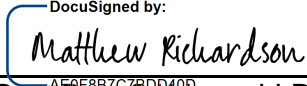
By:  _____
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Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

CITY OF LAKE FOREST
MEDIAN, PARKWAY, & SLOPE LANDSCAPE MAINTENANCE SERVICES
SCOPE OF WORK

DEFINITIONS

Whenever the following terms are used in this agreement, they shall have the following meaning:

- A. "CITY" - The City of Lake Forest.
- B. "CITY MANAGER" - The fully appointed City Manager of the City or his/her authorized representative.
- C. "CONTRACTOR" - The managing individual of the contracting entity or his/her authorized employees or representatives.
- D. "PUBLIC WORKS DIRECTOR" - The official designated as the Public Works Director of City, or any of his/her authorized representatives.
- E. "PUBLIC WORKS MANAGER" – The Public Works Director's designee for administering the Contractor's work under this agreement, or any of his/her authorized representatives.

1.00 STANDARDS OF WORK AND CONTRACTOR RESPONSIBILITY

- 1.01 Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of median, parkway, and slope landscape maintenance services, except as otherwise specified hereinafter. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.
- 1.02 Upon commencement of work under this Contract, Contractor shall be fully equipped and staffed; thoroughly familiar with Contract requirements and prepared to provide all services required. Failure to provide full services from the first day of work under this contract may result in deductions from payment.
- 1.03 Contractor shall be responsible to correct any maintenance deficiencies, which may exist upon commencement of work under this Contract.
- 1.04 Contractor shall, during the term of this Contract, respond to all emergency calls within one hour of notification, and arrive onsite within two hours of notification, to the satisfaction of the Public Works Manager.
- 1.05 Contractor shall clearly identify and equip each vehicle used with decals on the exterior right and left front door panels, identifying the Contractor's name, address and phone number.

- 1.06 Contractor shall report to the Public Works Manager all observations of graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards within said project areas.
- 1.07 The premises shall be maintained with a weed free, crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
8. All repairs to damaged City property shall be completed within twenty-four (24) hours after damage is reported or noticed.
9. All sidewalks adjacent to City-maintained parkways or slopes shall be swept or blown or cleaned daily, if necessary, to remove any glass or debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on the day the area is maintained. If inclement weather is present (i.e.: rain) then once a week.
10. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
- 1.11 At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).
- 1.12 It shall be understood that the Contractor will be required to perform and complete the proposed landscape maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following landscape maintenance activities at various sites throughout the City:
 - cleaning of city property including trash collection, removal of illegal dumps and illegal signs
 - maintaining turf
 - fertilization and cultivation
 - ground cover
 - shrubs, vines, and trees
 - plant replacement
 - backflow repairs and certification
 - painting
 - build and maintain retaining walls
 - build and/or install landscape structures, sidewalks, curbs, gutters, V ditches, drainage facilities, and erosion control measures
 - shaping, trimming, raising, and training of trees
 - maintaining and repairing irrigation systems
 - maintenance of drainage facilities
 - control of all plant diseases
 - providing weed and pest control
 - sweeping
 - other associated services required to maintain safe and attractive medians, parkways and slopes

13. All pruning and debris shall be cleaned up, removed, and disposed of off-site at the end of each workday. Contractor shall clean tire marks from the hardscape, sidewalks, parking lots, curbs, gutters, etc., before final payment is received. Cleanup work shall consist of restoring site to original condition after work has been performed.

14. The contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the premises. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability. The contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the City.

Failure to comply with the scope of work for Medians, Parkways, and Slopes to be maintained shall be \$400 per incident per day.

2.00 MEDIANS, PARKWAYS, AND SLOPES TO BE MAINTAINED

2.01 The medians to be maintained under the provisions of this Contract, as directed by the Public Works Manager. These project areas are in 67 various locations throughout the City of Lake Forest. It is the responsibility of the contractor to confirm acreage.

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
1	21	Median	Bake Pkwy from Jeronimo Rd to Toledo Way	Landscape	0.42
2	100	Median	Bake Pkwy from Toledo Way to Trabuco Rd	Landscape	0.17
3	112	Median	Dimension Dr from Lake Forest Dr to Linear Ln	Landscape	0.09
4	90	Median/ Slope	El Toro Rd from Santa Margarita Pkwy to 2,415 ft. south	Landscape	0.65
5	48	Median	Jeronimo Rd from Jeronimo Ln to Lake Forest Dr	Turf	0.4
6	48	Median	Jeronimo Rd from Jeronimo Ln to Lake Forest Dr	Landscape	0.2
7	14	Median	Jeronimo Rd from Shadowfax Dr to Eldamar Ave	Landscape	0.35
8	30	Median	Lake Forest Dr from Rockfield Blvd to Muirlands Blvd	Landscape	0.51
9	31	Median	Lake Forest Dr from Muirlands Blvd to Overlake Dr	Landscape	0.63
10	32	Median	Lake Forest Dr from Jeronimo Rd to Toledo Way	Landscape	0.34
11	40	Median	Lake Forest Dr from Toledo Way to Serrano Rd	Landscape	0.65
12	105	Median	Lake Forest Dr from Old Trabuco Rd to Newvale Dr	Landscape	0.04
13	106	Median	Lake Forest Dr	Landscape	0.03
14	129	Median	El Toro Rd west of Muirlands Dr	Landscape	0.01
15	130	Median	El Toro Rd east of Muirlands Dr	Landscape	0.01

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
16	115	Median	Lake Forest Dr from 241 TollRd to Dimension	Landscape	1.51
17	107	Median	Lake Forest Dr from Sterling Dr to Fernleaf Dr	Landscape	0.02
18	108	Median	Lake Forest Dr from Fernleaf Dr to entrance of Ridgecliff	Landscape	0.04
19	109	Median	Lake Forest Dr from entrance to Ridgecliff to Pittsford Dr	Landscape	0.03
20	110	Median	Lake Forest Dr from Pittsford Dr to Vintage Woods Rd	Landscape	0.03
21	111	Median	Lake Forest Dr from Country Glenn to Autumn Glenn	Landscape	0.06
22	34	Median	Ridge Route Dr from Gowdy Ave to Muirlands Blvd	Turf	1.2
23	26	Median	Ridge Route Dr from Muirlands Blvd to AT&SF Railroad	Turf	0.03
24	26	Median	Ridge Route Dr from Muirlands Blvd to AT&SF Railroad	Landscape	0.17
25	25	Median	Ridge Route Dr from (northwest side) Lake Forest I Clubhouse to Overlake Dr	Turf	0.12
26	25	Median	Ridge Route Dr from (northwest side) Lake Forest I Clubhouse to Overlake Dr	Landscape	0.24
27	13	Median	Ridge Route Dr from AT&SF Railroad to Jeronimo Rd	Turf	0.16

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
28	11	Median	Ridge Route Dr from Jeronimo to Costa Bella	Turf	0.14
29	60 - 64	Median	Trabuco Rd from Lake Forest Dr to El Toro Rd	Landscape	0.63
30	82	Median	Trabuco Rd from 385 ft. north to Manalastas Dr	Turf	0.08
31	46	Slope	Between Toledo Way & Toledo Ln Bake Pkwy to Clubhouse II, Inside The Keys	Turf	0.16
32	46	Slope	Between Toledo Way & Toledo Ln from Bake Pkwy to Clubhouse II, inside The Keys	Landscape	0.06
33	47	Slope	Bake Pkwy (east side) from Jeronimo Rd to Toledo Way	Landscape	1.15
34	34	Slope	Ridge Route Dr from Rockfield Dr to Elrond	Landscape	0.5
35	95	Slope	El Toro Rd (both sides) from Raton Rd northerly to 630 ft. east of Railroad Overpass	Landscape	2.8
36	96, 97	Slope	El Toro Rd (south side) from Aliso Park Dr to Trabuco Rd	Landscape	0.6
37	80	Slope	El Toro Rd and Aliso Park Dr northerly from Aliso Park Dr 800 ft. and the area between El Toro Rd and bike trail	Landscape	0.3
38	71	Slope	El Toro Rd (south side) from Raintree Ln west on bike trail	Turf	3.4
39	71	Slope	El Toro Rd (south side) from Raintree Ln west on bike trail	Landscape	0.4

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
40	89	Slope	El Toro Rd (east side) from Raintree Ln to 125 ft. west of Desty Ln	Turf	0.89
41	89	Slope	El Toro Rd (east side) from Raintree Ln to 125 ft. west of Desty Ln	Landscape	0.33
42	66	Slope	Serrano Rd (east side) across from Wagar	Turf	0.3
43	77	Slope	El Toro Rd (south side) 1,300 ft. east of Summerwood easterly 400 ft.	Turf	0.3
44	77	Slope	El Toro Rd (south side) 1,300 ft. E. of Summerwood easterly 400 ft.	Landscape	2.1
45	76	Slope	El Toro Rd (south side) from Summerwood Way east to Normandale Dr	Turf	1.1
46	76	Slope	El Toro Rd (south side) from Summerwood Way east to Normandale Dr	Landscape	1.7
47	79	Slope	El Toro Rd (south side) from Normandale Dr and Glen Meadows Dr	Turf	0.65
48	79	Slope	El Toro Rd (south side) from Normandale Dr and Glen Meadows Dr	Landscape	0.55
49	92	Slope	El Toro Rd (south side) from Glen Meadows Dr to Santa Margarita Pkwy	Turf	0.45
50	92	Slope	El Toro Rd (south side) from Glen Meadows Dr to Santa Margarita Pkwy	Landscape	0.24

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
51	78	Slope	Jeronimo Rd (west side) from 200 ft. north of Heidi Ave to Bake Pkwy then west 760 ft.	Landscape	0.37
52	48	Slope	Jeronimo Rd (east side) from Bake Pkwy to Lake Forest Dr	Landscape	0.8
53	37	Slope	Jeronimo Rd (east side) from Lake Forest Dr to Anthony Dr	Landscape	0.1
54	11	Slope	Jeronimo Rd (east side) from Ridge Route to Rivendell Rd	Landscape	0.16
55	22	Slope	Jeronimo Rd (east side) from Cherry Ave to Aliso Creek	Landscape	0.04
56	31	Slope	Lake Forest Dr (south side) from Muirlands Blvd to Overlake Dr	Landscape	1.92
57	13	Slope	Lake Forest Dr (west side) from AT&SF Railroad to Jeronimo Rd	Landscape	0.84
58	37	Slope	Lake Forest Dr (south side) from Jeronimo Rd to Toledo Way	Landscape	0.15
59	41	Slope	Lake Forest Dr (north side) from Shadyvale Ln to Serrano Rd	Landscape	0.45
60	39	Slope	Lake Forest Dr (south side) from Toledo Way to Buffwood Way	Landscape	0.8
61	41	Slope	Lake Forest Dr (south side) from Buffwood Way to Chinook	Landscape	1.5
62	93	Slope	Lake Forest Dr (south side) from Chinook to 395 ft. east	Landscape	0.08
63	2	Slope	Serrano Rd (west side) to Shasta Lake Rd	Landscape	0.64
64	41	Slope	Serrano Rd (east side) from Lake Forest Dr to Mohawk Dr	Landscape	0.8

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
65	6	Slope	Serrano Rd (east side) from Shoshone Dr to Ridge Route Dr	Landscape	0.17
66	35	Slope	Serrano Rd (north side) from Greenwood Ln to Silver Spur	Landscape	0.2
67	45	Slope	Toledo Way from Clubhouse II to 800 ft. north	Landscape	0.32
68	44	Slope	Toledo Way (east side) from Lake Forest Dr to Rimview	Landscape	0.46
69	75	Slope	Toledo Way (west side) from Elkwood east to end of block wall then Elkwood west to 50 ft. (within fenced area)	Landscape	0.68
70	44	Slope	Toledo Way (east side) from Timberland Way north to end of block wall then Timberland Way south to 400 ft.	Landscape	0.1
71	31	Slope	Muirlands Blvd (east side) from Lake Forest Dr to Murin Isle Ln	Landscape	1.9
72	33	Slope	Muirlands Blvd (west side) from Dylan Ave to Ridge Route Dr	Landscape	0.11
73	54	Slope	Muirlands Blvd (east side) from Loumont Dr to Entrados Dr	Landscape	0.53
74	55	Slope	Muirlands Blvd (east side) from Entrados Dr to La Vaca St	Landscape	0.16
75	56	Slope	Muirlands Blvd (east side) from Entrados Dr to Cavanaugh Rd	Landscape	0.18
76	57	Slope	Muirlands Blvd (west side) from El Gato Way to El Toro Rd	Landscape	0.23
77	57	Slope	Muirlands Blvd (east side) from El Gato Way to El Toro Rd	Landscape	0.18

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
78	34	Slope	Ridge Route Dr (south side) from Rockfield Blvd to El Rond	Landscape	0.5
79	25	Slope	Ridge Route Dr (south side) from Coleford to Tunnel	Landscape	0.22
80	11	Slope	Ridge Route Dr (south side) from Jeronimo to Costa Bella	Landscape	0.01
81	13	Slope	Ridge Route Dr (north side) from AT&SF Railroad to Jeronimo Rd	Landscape	0.94
82	14	Slope	Ridge Route Dr (south side) from AT&SF Railroad to Jeronimo Rd	Landscape	0.14
83	6	Slope	Ridge Route Dr (north side) from Serrano Rd to Shoshone Dr	Landscape	0.1
84	43	Slope	Ridge Route Dr (north side) from Shoshone Dr to Trabuco Rd	Landscape	0.08
85	94	Slope	Ridge Route Dr (south side) from Serrano Rd to Chaparral St	Landscape	0.08
86	3	Slope	Ridge Route Dr (south side) from Chaparral Ln to Trabuco Rd	Landscape	0.23
87	88	Slope	Los Alisos (south side) from Muirlands to AT&SF Railroad	Landscape	1.24
88	1	Slope	Trabuco Rd (east side) from northeast Comer of Treeline	Landscape	0.5
89	43	Slope	Trabuco Rd (west side) from Ridge Route Dr to north End	Landscape	0.67
90	3	Slope	Trabuco Rd (west side) from Ridge Route Dr southerly 1,250 ft.	Landscape	0.44

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
91	72	Slope	Trabuco Rd (east side) from Lake Forest Dr to Ridge Route, Lake Forest Dr (east side), Old Trabuco Rd to Trabuco Rd	Turf	0.2
92	72	Slope	Trabuco Rd (east side) from Lake Forest Dr to Ridge Route, Lake Forest Dr (east side), Old Trabuco Rd to Trabuco Rd	Landscape	1
93	82	Slope	Trabuco Rd (east side) from 385 ft. north to 70 ft. south of Manalastas	Landscape	0.1
94	5	Pkwy	El Toro Rd (north side) from Toledo Way to Serrano Rd	Turf	0.25
95	5	Pkwy	El Toro Rd (north side) from Toledo Way to Serrano Rd	Landscape	0.26
96	49	Pkwy	El Toro Rd (south side) from Toledo Way to Serrano Rd	Turf	0.16
97	49	Pkwy	El Toro Rd (south side) from Toledo Way to Serrano Rd	Landscape	0.07
98	51	Pkwy	Cherry Ave from Princeton Way to Trabuco Rd	Turf	0.16
99	51	Pkwy	Cherry Ave from Princeton Way to Trabuco Rd	Landscape	0.07
100	97	Pkwy	Trabuco Rd (east side) from El Toro Rd to apartment complex entrance	Turf	0.05
101	50	Pkwy	El Toro Rd (south side) from Trabuco to Serrano	Turf	0.16
102	50	Pkwy	El Toro Rd (south side) from Trabuco to Serrano	Landscape	0.07
103	85	Pkwy	Creekside Dr (Both sides) from El Toro Rd to Sunlight Creek	Landscape	0.18

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
104	18	Pkwy	Ridge Route Dr (south side) from Gowdy Ave to Rockfield Blvd	Turf	0.5
105	34	Pkwy	Ridge Route Dr (north side) from Rockfield Blvd to Muirlands Blvd	Turf	0.4
106	11	Pkwy	Ridge Route Dr (south side) from Jeronimo Rd and Costa Bella Dr	Landscape	0.07
107	11	Pkwy	Ridge Route Dr (north side) from 75 ft. west of Costa Bella Dr to 75 ft. east of Costa Bella Dr	Landscape	0.09
108	3	Pkwy	Chaparral Ln (east side) from Lantern Ln to Chestnut	Landscape	0.01
109	28	Pkwy	Lake Forest Dr (south side) from Rockfield Blvd to Aspan St	Landscape	0.15
110	29	Pkwy	Lake Forest Dr (south side) from Aspan St to Mountain View apartments	Landscape	1.06
111	28	Pkwy	Rockfield Blvd (east side) from Lake Forest Dr to Boeing Ln	Landscape	0.15
112	27	Pkwy	Rockfield Blvd (east side) from Boeing Ln to Ridge Route Dr	Turf	0.12
113	59	Pkwy (4- Unik)	Rockfield Blvd (east side) from Ridge Route to Gondor Dr	Turf	0.19
114	59	Pkwy (4- Unik)	Rockfield Blvd (east side) from Gondor Dr to Duaea Dr	Turf	0.21
115	18	Pkwy	Rockfield Blvd (west side) from Ridge Route Dr to White Dove St	Turf	0.53
116	19	Pkwy	Rockfield Blvd (west side) from White Dove St to 250 ft. south	Turf	0.01

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
117	15	Pkwy	Los Aliso Blvd (north side) from Jeronimo Rd to 500 ft. easterly	Landscape	0.07
118	15	Pkwy	Jeronimo Rd (east side) from Laurelwood St to Los Alisos Blvd	Landscape	0.07
119	14	Pkwy	Jeronimo Rd (west side) from Ridge Route Dr to Tunnel	Landscape	0.47
120	73	Pkwy	Jeronimo Rd (east side) from Woodshadow Ln east to Rollingwood Rd	Landscape	0.5
121	15	Pkwy	Laurelwood St from north to End of Block Wall	Landscape	0.02
122	132	Pkwy	El Toro Rd (south side) from Destry to Normandale	Turf	0.26
123	132	Pkwy	El Toro Rd (south side) from Destry to Normandale	Landscape	0.14
124	10	Pkwy	Jeronimo Rd (west side) from Lake Forest Dr to Eagle St	Landscape	0.23
125	38	Pkwy	Toledo Way (west side) from Lake Forest to Eagle St	Landscape	0.2
126	41	Pkwy	Serrano Rd (west side) from Lake Forest Dr to Dayton Rd	Landscape	0.07
127	42	Pkwy	Serrano Rd (east side) from Mohawk Dr to Shoshone Dr	Landscape	0.1
128	4	Pkwy	Serrano Rd (west side) from School Boundary to Wagner St	Landscape	0.01
129	5	Pkwy	Serrano Rd (west side) from Wagner to El Toro Rd	Landscape	0.02
130	17	Pkwy	Cherry Ave (south side) from Esrose Court to Mina Court	Landscape	0.1

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
131	16	Pkwy	Cherry Ave (south side) from Mina Court to 2nd Ave	Landscape	0.1
132	113	Slope	Old Trabuco Rd (west side) from Lake Forest Dr to End	Landscape	0.5
133	90	Slope	Santa Margarita Pkwy from El Toro Rd to City Limit	Landscape	5.2
134	90	Median	Santa Margarita Pkwy from El Toro Rd to City Limit	Landscape	0.3
135	118	Median	El Toro Rd from Portola to east End of City	Landscape	0.9
136	8	Pkwy	Lake Forest Dr from Toledo to Serrano Rd (north side)	Landscape	0.4
137	4	Pkwy	Serrano Rd (east side) across from Silver Spur	Landscape	0.01
138	74	Pkwy	Trabuco (east side) from Cemetery to 1,000 ft past Rimview	Turf	0.1
139	136AB	Pkwy	The Arbors, El Toro from I-5 to Muirlands Blvd	Turf	0.11
140	136AB	Median	The Arbors, El Toro from I-5 to Muirlands Blvd	Landscape	2.22
141	13	Slope	Lake Forest Dr to Railroad Grade Separation	Landscape	2
142	A-32, B-40, C-16	Median	Trabuco Rd from Lake Forest Dr to Bake Pkwy	Landscape	0.84
143	A-32, B-40, C-16	Parkway	Trabuco Rd from Lake Forest Dr to Bake Pkwy	Landscape	0.84
144	A-24	Median	Alton Pkwy from Towncenter Dr to Dimension	Landscape	0.61

	Controller Number	Facility Type	Location of Facility	Maintenance Type	Acreage
145	Z-12, B-12, C-12	Parkway / median	Jeronimo Rd from El Toro to Los Alisos	Landscape	0.72
146	A-40, B-40	Parkway / median	Rockfield from El Toro Rd to Los Alisos	Landscape	0.61
147	A-8	Median	Rancho Pkwy from Lake Forest Dr to Portola Pkwy	Landscape	0.61
148	A-24	Mitigation Basin	Alton Pkwy Mitigation Basin	Mitigation	2

149	133	Median	Alton Parkway Medians	Landscape	.67
150	134	Parkway	Muirlands/Los Alisos-empty Lot	Landscape	.17
151	135	Slope	Pedroso open space	Landscape	.41
152	136	Parkway	Normandale open space	Landscape	.23
153	137	Medians	Saddleback Ranch Road Medians	Landscape	.19
154	138	Slope	Broken Bow open space	Landscape	.82
155	139	Slope	Whispering Hills Park Site	Landscape	.18
156	140	Parkway	Portola Parkway Medians (SR 241 – El Toro)	Landscape	.33
157	141	Parkway	Mamie Thomas Parcel	Landscape	.32
158	142	Slope	Jeronimo Road Slope	Landscape	.14
159		Parkway	Bake/South pointe Dr	Landscape	.02
160		Open area	End of Ridge Route open space	Landscape	.65

2.02 Contractor acknowledges personal inspection of the trees within the facilities, medians, roadsides, parks, and trail areas, and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the subject trees in their present physical condition, and agrees to make no demands upon City for any improvements or alterations thereof.

2.03 **“The Arbor” at El Toro Road (Does Not Include Southeast Corner)**

Applies to “The Arbor” project located on El Toro Road between the I-5 Freeway and Muirlands Boulevard consisting of median, parkway and quad area improvements. In addition to normal maintenance frequencies, and types of service described in these maintenance specifications “The Arbor” area shall receive a higher than normal level of maintenance. Maintenance frequencies are increased as well as the types of maintenance functions provided.

1. Trash and Debris Removal

- Animal feces or other materials detrimental to human health shall be removed or reported to the City daily.
- Cigarette butts shall be removed from all planters, walkways and any areas associated with “The Arbor” area daily.
- Contractor shall arrange for all abandoned shopping carts to be removed from the site daily.

- All chewing gum, candy, spilled beverages and any other food related items will be removed from sidewalks, benches, handrails, utility enclosures and any and all other fixtures daily.
- Pressure wash all sidewalks and structures on a bi-weekly basis.
- All stickers, advertisements, banners and any other type of advertisement shall be removed daily.
- All loose trash shall be removed daily.
- All trash cans shall be checked and emptied if necessary daily.

2. Vine Maintenance

- All vines located on or around arbor structures areas shall be trimmed to train the vines to grow on top and over arbor structures.
- Vines shall be trimmed to prevent growth towards traffic and pedestrian access areas.

3. Decorative Accent Pottery

- All pottery bowls shall be kept clean of any trash, cigarette waste, food products and debris.
- Vines shall be allowed to grow to twenty four (24) inches above the ground

4. Lighting

- Any vandalized or inoperable light fixtures shall be reported to the City upon discovery.

5. Hardscape Maintenance

- All sidewalks shall be pressure washed as needed, but no less than once a month to ensure cleanliness. All wash water shall be diverted to the landscaped areas or vacuumed. Vacuumed wash water may be put back into the landscape area after vacuuming. No water shall enter the storm drain system at any time.
- Any irrigation water pooling on any sidewalk shall be removed by contractor. Water may be swept to landscaped area or vacuumed.

6. Signage

- Any traffic, informational or directional signs vandalized or damaged during traffic accidents shall be reported to the City immediately.
- Any signage knocked completely down shall be removed and stored by contractor until it can be turned over to the City.

2.04 **I-5 Freeway Shoulder and Off/On Ramps -**

The City has entered into a maintenance agreement with Caltrans to provide landscape maintenance and general litter control along the northbound I-5 freeway shoulder and the off and on ramps at El Toro Road and Lake Forest Drive.

2.04.01 Contractor shall provide 2 laborers, 5-hours per week and attend annual Caltrans training in addition to the regular maintenance crew 10-hours per week to provide maintenance services in the above-mentioned areas.

2.04.02 Contractor shall collect trash along the freeway shoulder and off/on ramps on a daily basis. Contractor will also be required to collect and dispose of signs posted to fences.

3. Landscape Maintenance

- Contractor shall maintain shrubs in freeway sound wall planters according to the schedules and standards for shrub maintenance in these specifications.
- Contractor shall control weeds in the freeway sound wall planters and landscaped areas found throughout the off/on ramps according to the standards and schedules for weed control found in these specifications.

5. **Olivewood Elementary School Trees and Tree Wells**

The City maintains the trees and tree wells. Maintenance includes manual watering, general litter control, weed abatement, light tree pruning, and sucker pruning.

Failure to comply with the scope of work for Medians, Parkways, and Slopes to be maintained shall be \$400 per incident per day.

3.00 TURF MOWING

3.01 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Clippings need not be collected unless clippings are excessive and/or visible, or as directed by the City.

2. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as irrigation heads, irrigation valve boxes, quick couplers/boxes, electrical boxes or fixtures. **Do not mow areas that are wet.** Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, or damages incurred, Contractor will immediately schedule repairs at its expense.

3. Irrigation: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be allowed to dry beyond 50% of the soil water holding capacity between watering. At a minimum, omit irrigation the night prior to turf mowing.

4. Turf shall be mowed with a mower appropriate to the particular turf type being mowed. Equipment shall be properly maintained, clean, adjusted, and sharpened.

5. All mowing equipment shall be thoroughly washed following each mowing operation and prior to being transported to any other site.

6. Mow turf to the following heights or as directed by the City:

1. Bermuda – 1 inch - 3/4 inch year around.
2. Cool season turf including bluegrass, perennial rye and fescues–
 - June through September - 3 inches
 - September thorough May - 2 inches
3. Kikuyu – 3/4 inch year around.

7. Mowing operations shall be scheduled Monday through Friday. Work shall be performed on the same day each week. Weekly schedules must be submitted and any changes must be approved by the City prior to implementation.

8. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days. If adverse weather or ground conditions persist, the City may change annual schedule.

9. All warm season grasses, including Bermuda, Kikuyu and St. Augustine, shall be mowed with a power-driven 7-blade reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

10. When conducting "rotary type" mowing activities in City Parks a mulching deck rotary mower shall be utilized. Contractor shall take special care to completely mulch all grass clippings so as not to leave corn rows or piles of clippings behind. If clippings cannot be completely mulched then they will need to be removed the same day they are cut.

11. All trash and paper products shall be removed **before** mowing begins and will not be run over by mowing equipment. All grass, leaves, and other debris shall be removed and disposed of off-site, in a lawful manner, at the completion of mowing.

12. All portable obstructions, such as picnic tables and trash containers shall be moved in order to mow all portions of turf.

13. Walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned immediately following each mowing and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

14. Mowing operations shall be scheduled at times of low public use.

15. Mowing frequency shall be one (1) time per week all year. Exact dates shall be set on an annual calendar to provide 52 mows per year. The "1/3" rule (no more than one-third of the total length of the leaf blade shall be removed with any single mowing shall be followed as closely as possible to minimize mowing stress to the turf grass. Failure to provide a weekly mowing shall result in a performance deduction.

**Failure to comply with the scope of work for
Turf Mowing shall be \$400 per incident per day.**

4.00 TURF AND GROUND COVER EDGING

4.01 All turf grass and ground cover borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations, unless otherwise specified. All edging is to be completed with a fixed blade edger. All grass invasions into adjacent areas shall be eliminated.

- 4.02 Mechanical methods shall be used except where physically impossible, impractical, or around trees. Turf and groundcover shall be maintained a minimum of 6 inches from the trunks of trees by use of appropriate chemicals.
- 4.03 A 36-inch diameter circle shall be maintained around young trees with immature bark or caliper of less than 6 inches. Circles may include a watering basin, and/or a 2-inch deep layer of mulch, where appropriate, as directed by the City. Circles shall be kept free of weeds and grasses by use of appropriate chemicals.
- 4.04 Turf and groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices, park equipment and other obstacles; and around sprinklers as needed to provide optimum water coverage.
- 4.05 All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.
- 4.06 Walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned immediately following each mechanical edging and all debris disposed of off-site prior to the completion of that day's edging operations or by the end of the day, whichever occurs first.
- 4.07 Chemical application shall also be used on areas such as along concrete, asphalt, and decomposed granite trails/paths, around sports field equipment, fence lines, etc., but not on the field areas. Do not use around sprinkler heads, valve boxes, and electrical boxes or along sidewalks to ensure a defined turf edge and limits turf encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
- A. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
 - B. Contractor shall use only non-restricted chemicals to perform chemical edging. Chemicals shall be approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the City a minimum of fourteen (14) days prior to intended use. Agriculture DPTD Haz form shall be provided by City. No work shall begin until written approval is obtained from the City
 - C. Chemicals shall be applied only by persons possessing a valid California Pest Control Operator's License or Qualified Applicators Certificate. Records of all chemical application operations, authorizations stating dates, times, methods of applications, chemical formulations, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations. Monthly and annual chemical usage reports are required to be submitted to the City.
 - D. Chemical edging shall be restricted to a four inch wide strip around buildings, planters, concrete, decomposed granite and asphalt trails/paths, and other projections, a six inch radius around tree trunks, and an eight inch wide strip around sports field equipment and fence lines.
 - E. Chemical edging shall be performed a minimum of once every 60 days.
- 4.08 String trimmers will not be permitted.

**Failure to comply with the scope of work for
Turf and Groundcover Edging shall be \$400 per incident per day.**

5.00 FERTILIZATION

- 5.01 Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.
- 5.02 Products and rates of application shall be determined by the City.
- 5.03 Fertilization will be applied in accordance with fertilizer schedule, or as otherwise directed by the City. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used, frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).
- 5.04 The Contractor shall give written notice to the City at least two City business days in advance of fertilizer application at a given site.
- 5.05 The Contractor shall have all materials delivered to the site in properly labeled, unopened bags. All bags shall be retained on the site for the City's inspection and shall be removed promptly following inspection.
- 5.06 Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system. Adequate irrigation shall immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.
- 5.07 Shrubs and groundcover areas shall be fertilized at least four (4) times per year with a commercial fertilizer as often as required to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package and approved by the City.
- 5.08 Trees shall be fertilized at least one (1) time per year in accordance with the National Arborist Association Standard for Fertilizing Shade and Ornamental Trees, National Arborist Association Standards current edition.
- 5.09 Vines shall be fertilized at least two (2) times per year (March & August)
- 5.10 Turf - Apply fertilizers so as to provide sufficient nutrients on a regular basis to keep turf grass in healthy looking condition. Fertilizer will be applied as per the fertilization schedule, or as otherwise directed to maintain an aesthetically pleasing turf grass stand. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded.
- A. Use 6-20-20 starter fertilizer at a rate of 1 lb. P and K per 1,000 square feet during over seeding process until first mowing and subsequently thereafter use 15-15-15 fertilizer at a rate of $\frac{3}{4}$ lb. N / 1,000 square feet per month through the winter fertilization period.
- B. Winter fertilization period shall begin November 1 and continue until the end of March. A 16-20-20 commercial fertilizer shall be required.
- C. Summer fertilization period shall begin May 15 and continue until the end of September. A 16-6-8 or 16-4-4 commercial fertilizer shall be required.

D. For additional or special applications requested by the City of nutrients (i.e., application of additional nitrogen, iron, calcium or gypsum), the Contractor will be paid extra for the special applications. The City will use the quoted extra labor charges and unit cost submitted with the proposal for reimbursement.

E. The Contractor shall supply to the City a list of dates and approximate times each area is scheduled for fertilizer application before the Contractor begins fertilization.

F. All proposed changes in formulation shall be submitted to the City for approval prior to use.

G. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

H. The Contractor shall take precautions to contain the fertilizer to planting areas only. The Contractor shall be responsible for removing all fertilizer stains from concrete caused by his application.

- 5.11 Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory as required by the City and paid for by the contractor.
- 5.12 When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- 5.13 In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. Any fertilizer that is applied to non-target areas such as a roadway, sidewalk, parking lot, etc., will be removed immediately by contractor. Absolutely no fertilizer is allowed to enter the storm drain system. Contractor shall choose which methods of removal will work best. (i.e.: sweeping or gas powered blower, etc.)

**Failure to comply with the scope of work for Fertilization
shall be \$400 per incident per day.**

6.00 TURF AND LANDSCAPE FERTILIZATION SCHEDULE

6.01 Turf fertilization schedule:

<u>FREQUENCY</u>	<u>TYPE & SOURCE</u>	<u>TIME OF YEAR</u>
2x/yr	15-15-15 Commercial	October 1 - March 1
2x/yr reseeding	16-6-8 or 21-4-4 Commercial	May 1 – Aug 1 summer
1x/yr reseeding	6-20-20 XB + Commercial	Sept/Oct winter

6.02 Landscape fertilization schedule:

<u>FREQUENCY</u>	<u>TYPE & SOURCE</u>	<u>TIME OF YEAR</u>
2x/yr August 1	40-10-10 Slow Release 4-1-1 w/iron or Approved Equal	February 1-

6.03 Fertilizers, pre-approved by City, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

6.04 All landscaped areas shall be fertilized in accordance with the following criteria:

- A. All proposed chemical formulations shall be submitted to the City for approval prior to use.
- B. All fertilization schedules shall commence with the effective date of the contract then follow the cycles established in the annual schedule.
- C. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilization shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

6.05 Upon request, soil samples for testing shall be taken from landscape locations as determined by the City.

6. Samples shall be tested at an agricultural soils testing laboratory approved by the City.

7. Contractor shall pay all costs for testing, taking samples, pickup and delivery to the testing laboratory; all incidentals and no additional payment will be made thereafter.

Failure to comply with the scope of work for Turf, Landscape, and Fertilization Schedule shall be \$400 per incident per day.

7.00 AERIFICATION

7.01 Aerate all turf areas by using a device that removes $\frac{3}{4}$ " cores to a depth of three (3) inches at not more than six (6) inch spacing. Contractor shall aerate entire area first in one direction (east to west), then repeat the operation in the opposing direction (north to south).

2. The Contractor shall assure that turf areas to be aerified are properly and evenly moist prior to aerification operation.

3. When soil condition is poor, top-dress may be required by the City.

4. Remove or shred cores so that they are not unsightly or a nuisance.

5. The Contractor shall flag all irrigation heads, valve boxes, quick-couplers, electrical boxes, and the like, prior to commencing aeration operations. The Contractor

shall be responsible for any damage to irrigation, boxes, pavement, etc. from aerifier and other equipment.

6. All turf areas shall be aerated twice per year.

**Failure to comply with the scope of work for Aerification
shall be \$400 per incident per day.**

8.00 DETHATCHING

- 8.01 All Bermuda turf areas shall be dethatched once per year between September 15th and October 15th or as directed by the Public Works Manager.

- 8.02 Dethatching shall be accomplished by use of "vertical cut type" dethatch machine. The vertical cutting machine shall be set at a depth to penetrate the soil ¼ inch.

- 8.03 All thatch and debris shall be picked up and disposed of off-site prior to the end of the work day. After clean-up, mow turf at regular cutting height.

- 8.04 All walkways, roadways, trails, landscaped areas, or other areas soiled by dethatching operations shall be cleaned and all debris disposed of off-site prior to the completion of this operation or the end of the day, whichever occurs first.

**Failure to comply with the scope of work for Dethatching
shall be \$400 per incident per day.**

9.00 RENOVATION/REFURBISHMENT OF TURF GRASS

- 9.01 Turf areas which have thinned out due to the shading effect of trees and structures, and by foot traffic will be reseeded with an approved grass seed to restore thinning areas.

- 9.02 If the Contractor feels that major renovation is needed, the contractor shall notify the City prior to proceeding.

**Failure to comply with the scope of work for Renovation/refurbishment of Turf Grass
shall be \$400 per incident per day.**

10.00 WINTER OVERSEEDING OF ALL TURF AREAS

- 10.01 Upon the completion of dethatching all creeping-type grass areas in the fall, winter over seeding of all turf areas will be required. All Bermuda grasses will be lowered in two continuous stages by mowing with mowers that have sharp, properly adjusted cutting units. This process will be done until grass height is at 1/2". After the Bermuda grass is lowered, the entire area will be vacuumed. Contractor shall sow perennial rye grass at the rate of 10 lbs per 1000 square feet or as approved by the City.

2. Turf grass areas that have multi type grasses (i.e.: Kikuyu Grass, Fescue Grass, Bermuda Grass, Blue Grass, etc.) will be over seeded using the "Imperial Blend" grass seed or an approved equal.

3. Fertilize all grass areas to be over seeded. Broadcast 6-20-20 fertilizer at the rate of 6 lbs per 1000 square feet or approved equal. Apply fertilizers by constant flow P.T.O. driven rotary spreaders when applicable or walk behind cyclone spreaders in smaller areas.

4. Immediately after dethatching operations with a verticutter, the area will be aerated. These two processes will be followed by motor driven vacuum to remove all grass clippings and thatch. 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 equal quantities in two directions, at right angles to each other.
5. Cultivate bare areas and aerate compacted areas thoroughly. Where substantial, but thin turf remains, rake, aerate if compacted, and cultivate soil.
6. Remove diseased or unsatisfactory turf areas; do not bury into soil. Remove top soil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
7. Topdressing, when applicable, shall be applied with materials and methods approved by Public Works Manager and Public Works Landscape Inspector.
8. Maintain over seeded turf areas until successful seed germination and complete establishment of turf has taken place. Over seeded areas will be maintained until inspection and acceptance by the City representative.
9. After preparation and over seeding have been completed, the area will be watered. Watering will be three (3) to four (4) times each day, or as necessary in combination with appropriate run time sufficient to maintain even moisture at a dept of 1/2" during daylight hours.
10. When the perennial rye grass approaches a height of 2" to 2½", the first mowing will be done. The grass clippings will be checked for root pulling on the first pass or two. If this happens, the Contractor will readjust his/her mowers and check the blades for sharpness. Contractor may use rotary mowers on over seeded turf.
11. The rye grass over seeding will be completely established by November 1.
12. After first mowing, and subsequently thereafter, fertilize with 1 lb N/1000 SF through the winter fertilization period.

Failure to comply with the scope of work for Winter Overseeding of All Turf Areas shall be \$400 per incident per day.

11.00 SUMMER OVERSEEDING OF ALL TURF AREAS

- 11.01 All bare, worn, or sparse areas in the turf shall be reseeded to reestablish turf to an acceptable condition annually beginning in June or as required to maintain adequate appearance, as determined by the Public Works Manager or Designee.
- 11.02 Reseeding shall be performed in accordance with the following criteria:
 - A. All areas to be reseeded shall be raked or vericut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.
 - B. Areas to be reseeded shall be fertilized to provide 1½ pounds of nitrogen per 1,000 square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the City .

- C. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the following criteria:
- i) Minimum purity shall be 98% weed free for all grasses.
 - ii) Minimum germination rate shall be 85% for all grasses.
 - iii) No seeds shall be applied without prior verification of seed quality by the Public Works Manager or Public Works Landscape Inspector.
 - iv) All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeding operation.
 - v) Once seed has been applied, Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.

Failure to comply with the scope of work for Summer Overseeding of All Turf Areas shall be \$400 per incident per day.

12.00 GROUNDCOVER

12.01 Groundcover shall be renovated as needed.

- 12.02 Renovation of groundcover shall include thinning and/or shearing of groundcover and fertilization; and may include bed cultivating and/or mulching, as appropriate to the species and conditions and as directed by the City.
- A. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
 - B. All groundcover areas shall be pruned to maintain neat but natural (not sheared) edges.
3. Except as specifically directed by the City, groundcover plants shall be prevented from climbing utilities, shrubs, trees, and the like. Contractor shall trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance at four inches maximum from vertical surfaces and six (6) inches back from walk/trail edges, and curbs.
4. Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a monthly basis.
5. Any paper or litter that accumulates in ground cover areas shall be picked up daily.
6. Contractor shall keep ground cover trimmed back four inches from all controller units, valve boxes, quick couplers, structures or walls, and private property. Ground covers shall not be allowed to grow up trees, into shrubs, or mix in with vines on walls. Ground cover shall be kept six (6) inches from all other plants.
7. Bare soil areas shall be cultivated a minimum of once per month or mulched at a depth of six (6) inches to prevent erosion and weed growth.

8. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a primarily natural state while removing weed infestations.

9. The un-mowed fescue areas may be "mowed" only as often as necessary to control weeds and to maintain the 24-inch maximum height with approval of the Public Works Manager. In the fall, the seed heads shall be allowed to remain in order to reseed the area and then removed before they change color.

10. Whenever groundcover dies as a result of vandalism, or acts of God, the Contractor shall call the City to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required groundcover. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should groundcover expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

**Failure to comply with the scope of work for Groundcover
shall be \$400 per incident per day.**

13.00 PLANT MATERIAL

13.01 Plant material shall conform to the requirements of the landscape plans of the area and to horticultural standards of American Association of Nurserymen as to kind, size, age, etc. and approved by the Public Works Manager.

13.02 Flowering plants, including, but not limited to, Pelargonium, Gaura, Hemerocallis, Limonium, Tulbaghia, and Strelitzia, shall be maintained free of excessive spent blooms, flower stalks and the like. Plants shall be renovated following peak bloom, and as needed, to produce optimum color production and plant health. Renovation methods and timing shall be as approved by the City.

13.03 Plans of record and specifications should be consulted to ensure correct identification of species. Substitutions may be allowed but only with the prior written approval of the Public Works Manager.

13.04 Quality

A. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems free from girdling, and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.

B. Plant materials shall be symmetrical, and/or typical for variety and species.

C. Trees shall not have been topped.

D. Roots shall not have been allowed to circle, girdle, or become bound at any stage of growth.

E. All plant material must be provided from a licensed nursery and shall be subject to acceptance as to quality by the City.

13.05 Plant Material Guarantee

Contractor shall replace, at no cost to the City, any plant material planted by Contractor under this Contract which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:

- A. All trees shall be guaranteed for one year from the date of acceptance of the job by the Public Works Manager.
- B. All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the Public Works Manager.

13.06 Nothing in this section shall in any way reduce or remove Contractor's responsibility as specified elsewhere in this Contract.

13.07 Newly planted areas shall receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

**Failure to comply with the scope of work for Plant Material
shall be \$400 per incident per day.**

14.00 VINES

14.01 Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

- 2. Nails shall not be used to secure vines on masonry walls.
- 3. Contractor shall deep water vines in pockets without sprinklers and where required to promote optimum growth.
- 4. Pruning of vines will be in accordance with good horticultural practices.
- 5. Whenever vines die as a result of vandalism, or acts of God, the Contractor shall call the City to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required vines. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement.
- 6. Should vines expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

**Failure to comply with the scope of work for Vines
shall be \$400 per incident per day.**

15.00 SHRUBS

15.01 Prune shrubs to encourage healthy growth habits, natural form and proportion. Restrict growth of shrubbery to area behind curbs and within planter beds by pruning. Under no circumstances shall hedge shears be used as a means of pruning.

15.02 All shrubs and hedges shall be pruned in such a manner that they present a pleasing and natural appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.

3. All shrubs, hedges, and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter. Along all walks, overgrowth shall not be over four inches.
4. Whenever shrubs die as a result of vandalism, or acts of God, the Contractor shall call the City to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required shrubs. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should shrubs expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same exact species and size of the existing plant material at no cost to the City.
5. Contractor shall remove any spent blossoms or dead flower stalks as required to present a neat and clean appearance. Sometimes the plant's flower stalks are many in number or part of the plant's character (i.e., *Dietes*). Coordinate with the City on a plant-by-plant species basis.
6. Shrub mounding shall not exceed eighteen inches in height within areas required for vehicular line-of-sight distance depending upon roadway topography. (The Public Works Manager is to be informed by Contractor if the plant material will continually be a problem.)
7. Formally sheared shrub hedges shall be continually maintained in their formal design by shearing and trimming. These shall be specifically designated by the City and shall not infer that any other shrub shall be sheared or trimmed.
8. Shrubs designed to be grown full size shall not be sheared or trimmed. Selective pruning may be necessary to remove dead, diseased, or intertwining material. Shrubs sheared or trimmed, when they are not designed to be so, shall be replaced at Contractor's expense in a size designated by the City.
9. All shrubs shall be pruned to prevent encroachment onto private property.
10. Pruning Procedures:
 - A. All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.
 - B. All limbs one inch or greater in diameter shall be "under cut" to prevent splitting and tearing.
 - C. All equipment utilized shall be clean, sharp, and expressly designed for shrub pruning.
 - D. Avoid pruning plants when seasonal bloom is present (i.e., Indian Hawthorne).
11. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.

12. Existing shrubs shall be replaced by the Contractor if it is determined by the Public Works Manager that they died due to Contractor's neglect. Replacement shrubs shall be of like kind and size.

**Failure to comply with the scope of work for Shrubs
shall be \$400 per incident per day.**

16.00 TREE PRUNING

16.01 All trees which are located within the public landscape maintenance area shall be included, scheduled for a three-year cycle. Contractor shall be expected to maintain all trees less than fifteen (15) feet tall. Any tree pruning above fifteen (15) feet will be considered extrawork.

2. Contractor is responsible for tree work within fifteen (15) feet of the ground.

3. Trees shall be pruned along sidewalks to allow a minimum (9) foot clearance for pedestrians. To accommodate vehicular and equestrian traffic, clearance along curbs and trails shall be a minimum of fourteen (14) feet.

4. The Contractor shall notify the City with tree pruning, planting, and removals, stating where and when the trees were pruned, planted, and/or removed, approximate location, and species type.

5. All pruning and tree guying maintenance shall conform to International Society of Arboriculture (I.S.A) Standards and the specific directions of the Public Works Manager. Pruning shall be done by those experienced and skilled in pruning techniques and under the supervisor of a certified arborist. All cuts shall be done using proper arboricultural and horticultural practices. Dressing wounds will not be allowed. **Contractor shall not allow any tree to be topped, tip pruned or pollard.**

6. Dressing wounds will not be allowed.

7. Shearing: Only those plants specifically designated by the City shall be sheared. These plants may also require additional thinning to maintain a healthy condition.

8. Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.

9. Tree stakes, two (2) per tree, shall be pentachlorophenol treated pine lodge pole. Stakes shall be placed vertically; 8 to 10 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods as approved by Public Works Manager.

10. Tree and plant guys/ties shall be checked frequently and either adjusted to prevent girdling or loosened and then ultimately removed along with the stakes when no longer required. Broken stakes shall be replaced as required.

11. All structural weaknesses such as split crotches or limbs, diseased or decayed limb or branch, detached or not, or severe damage that could be a safety hazard shall be removed upon detection by the Contractor and reported to the Public Works Manager.

12. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. If there are doubts or questions, contact the Public Works Manager. Tree suckers shall be removed as needed.

13. Lower branches can be removed only after tree is able to stand erect without staking or other support.

14. Any trees broken, damaged, and/or uprooted as a direct result of storm damage, wind damage, accident, or vandalism, shall be trimmed, replanted, or replaced, and debris removed within twenty-four (24) hours of notification. City authorization, by the Public Works Manager, shall occur if plant replacement is required by the Tree Maintenance Contractor. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor. The Contractor shall call the Public Works Manager to confirm the damage, prepare a material request and estimate of plant material replacement based on contract unit prices. After receiving authorization, the Contractor will submit an invoice with the monthly statement for additional labor and applicable materials. The City will use the quoted extra labor charges, submitted with the proposal, for reimbursement.

15. All trees shall be pruned to prevent or maintain encroachment onto private property.

16. If, in the opinion of the Public Works Manager, the newly planted tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement item and required labor shall be provided by the Contractor at no cost to the City. This includes material newly planted and material which has been planted. Replacement must be of comparable size and species.

17. The Landscape Maintenance Contractor will replace and be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tie wires, improper pruning, mower damage, etc.).

18. All pruning and debris shall be removed and properly disposed of immediately.

19. Contractor shall perform minor tree surgery as required.

20. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways and walkways.

21. Care during Tree Pruning Operations: Surrounding plant material (turf, ground cover, shrubs, and vines) shall be protected during tree maintenance operations. The Contractor shall be responsible for all damage caused by poor procedures. The City will require full and complete repair of the damaged areas and plants.

**Failure to comply with the scope of work for Tree Pruning
shall be \$400 per incident per day.**

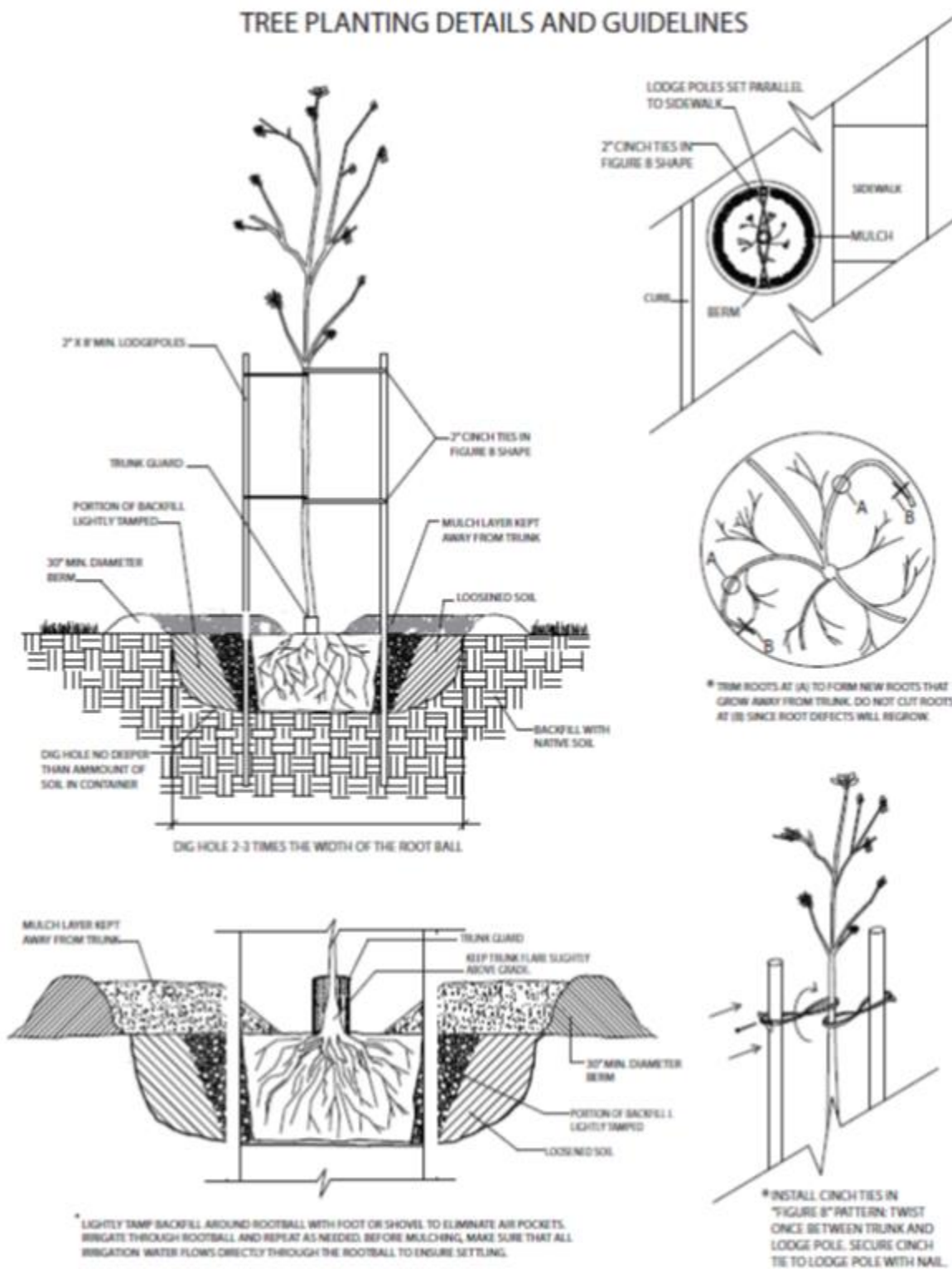
17.00 TREE REMOVALS AND PLANTING

- 17.01 All trees fifteen (15) feet or smaller which are downed or dead by either natural or unnatural causes shall be removed and disposed of off-site after notification to the City. Trees above fifteen (15) feet in height will be considered extra work.
- 17.02 Ailing or stunted trees, which fail to meet expected growth expectations, shall be brought to the attention of the Public Works Manager.
- 17.03 If the Contractor foresees a problem with access to a tree deemed for removal, the Contractor shall contact the Public Works Manager prior to the remove work has commenced to discuss alternate removal methods.
- 17.04 Stumps shall be ground to twenty-four inches below grade. All shavings need to be removed and the hole shall be filled back to the surrounding grade with clean soil and compacted. Stump removal shall be included in the tree removal unit price. Green waste certification and reports shall be submitted monthly.
- 17.05 Tree planting shall follow planting specification:
- Trees must be of quality nursery stock, free from pests, disease and structural defects. Strong trees should have straight roots, a thick trunk, and one dominant leader to the top. The root flare should be in the top 2" of the root ball.
 - Dig the planting pit twice as wide the as root ball, or as wide as practical per planting location. Pit should be no deeper than the soil in the tree container.
 - Remove the tree from the container (15 gallon), or bottom from box size trees.
 - If needed, remove soil and roots from top of root ball to expose root flare.
 - Backfill the pit halfway with native soil. The soil level above the finish grade should be 1" for 15 gallon trees, 2" for 24" box trees, and 3" for 36" box trees.
 - Place tree in planting pit.
 - Remove roots that descend and mat along the side and bottom of the root ball. Roots that circle should be cut.
 - Flood the bottom of the pit with water.
 - Complete backfill of pit with native soil, tamping in soil with feet or shovel handle to insure there are no air pockets and that soil is reasonably firm.
 - Prepare 3'-4' diameter earthen water basin.
 - Remove nursery stake and install two (2) tree stakes that are tall enough to support the tree. Tree should be placed so that the nursery stake side of trunk is facing north to reduce the potential of sunburn to the trunk.
 - Attach trees to stakes with up to four (4) soft rubber ties and with enough tension to support the tree in an upright position. Attach a trunk protector to the base of the tree.
 - Add a 3-4" layer of mulch around the planting pit. Keep mulch away from the trunk of your tree.
 - Add enough water to fill the water well.

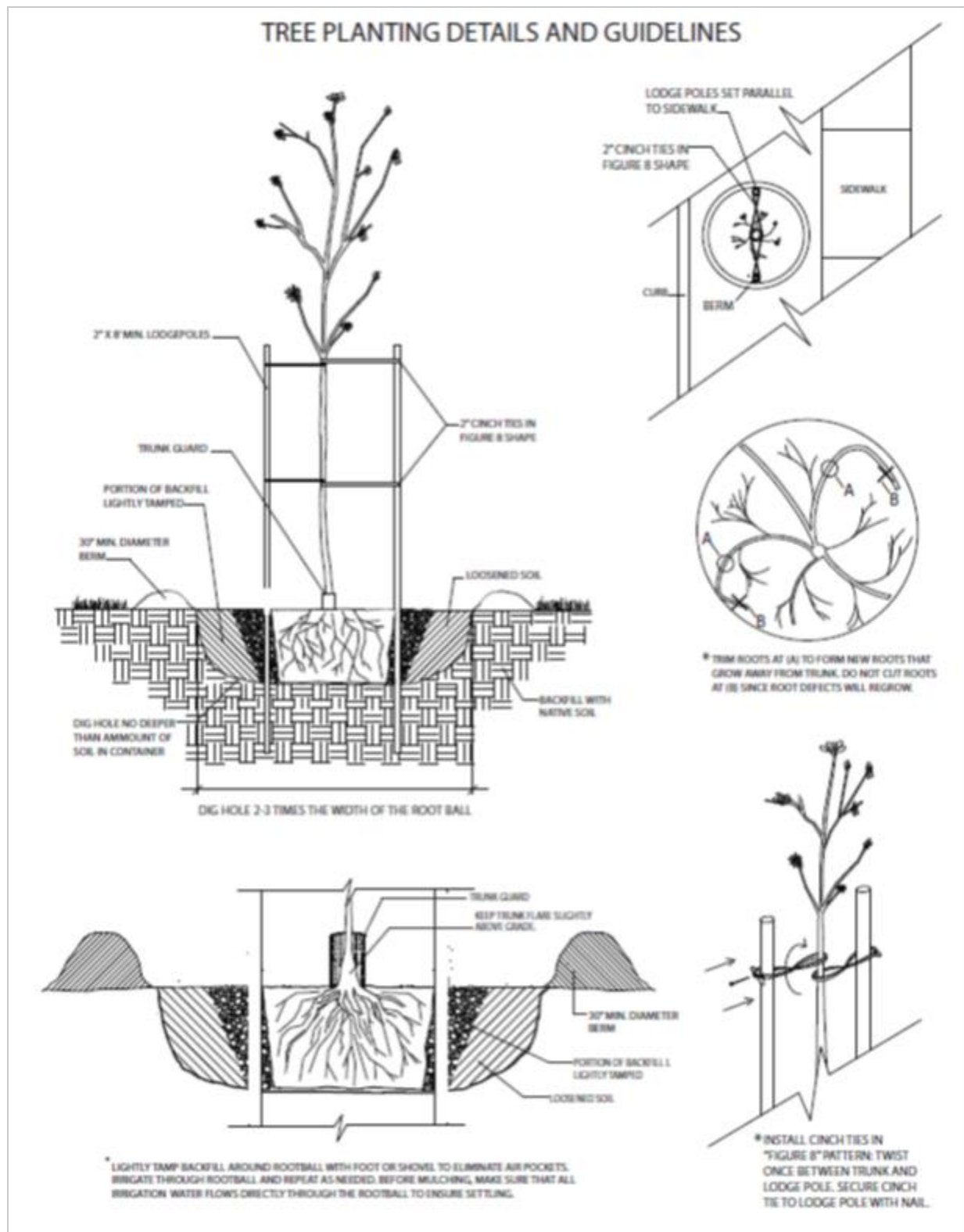
Failure to comply with the scope of work for Tree Removals and Planting shall be \$400 per incident per day.

17.06 Tree planting details and guidelines with mulch:

TREE PLANTING DETAILS AND GUIDELINES



17.07 Tree planting details and guidelines without mulch:



18.00 CITY-WIDE QUARTERLY ADA TREE PRUNING AND SIDEWALK CLEARING

18.01 Maintain a clearance on City-owned trees, or private trees as directed by the City, to provide a fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways and nine (9) foot clearance for pedestrians over the

sidewalks. Lower branching may be appropriate for trees in background and ornamental areas. Prune plant materials where necessary to maintain access and safe vehicular visibility and clearance and to prevent or eliminate hazardous conditions.

Failure to comply with the scope of work for City-wide Quarterly ADA Tree Pruning and Sidewalk Clearing shall be \$400 per incident per day.

19.00 WEED CONTROL

19.01 All areas shall receive diligent control of weeds by employing all industry-recognized, legal methods, as approved by the City.

19.02 All ground cover beds, shrub beds, planters, non-concrete walkways, i.e.: decomposed granite, natural soil and asphalt, sidewalk expansion joints, cracks in paved areas, curbs, areas covered with ornamental rock, and other landscaped and hardscaped areas shall be maintained weed and grass free at all times.

19.03 No dyes shall be used when applying liquid weed control to paved surfaces.

19.04 Turf grass shall be weed free at all times.

19.05 In addition, turf grass areas shall be treated as follows:

- a) Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
- b) Twice per year, in December and June, a broad spectrum fungicide (such as Actizone RZ) shall be applied at the manufacturer's recommended coverage rate.

6. Common weed (Arundo Donax) will be 100% controlled due to its fast growth and invasiveness.

7. Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at least one (1) time per week.

8. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.

9. The Contractor shall submit a report naming the herbicide proposed for use, where and how it is to be applied, and a copy of the product label and any applicable M.S.D.S. (material safety data sheets) sheets to the City before use begins.

10. Chemical applications as needed. Weeds, which grow from, or spread by, underground stolons, tubers, and the like, such as Bermuda Grass, Nutgrass, and Ragweed, shall be controlled using appropriate chemical controls. Said weeds shall not be physically removed until chemical action is complete.

11. When requested by the City, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the City if control is not maintained as specified in this section. Preventive weed control is the responsibility of the Contractor. Any pre-emergent herbicide used will be considered a weed management tool and the cost will not be reimbursed by the City.

12. Monthly, the Contractor shall complete and furnish copies of an herbicide application log to the City.
13. Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds. Target weeds shall include but are not limited to Kikuyu, Bermuda, Nutgrass, Crabgrass, Ragweed, Poa, Spurge, Oxalis, annual weeds and grasses.
14. Pre-emergent herbicide materials to be used shall be as approved by the City. Materials to be used shall be those best suited to the control of the target weeds in the given planting.
15. Pre-emergent herbicide applications shall be carefully scheduled as approved by the City, and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the annual calendar along with notation identifying material name and target weeds.
16. Pre-emergent herbicide applications shall be made annually and as required for optimum control of target weeds.
17. The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides shall be replaced at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the City and shall be furnished at no cost to the City. All replacements must be made within fifteen days upon discovery by the Contractor and/or the City.
18. All restricted chemicals to be used to control weeds shall be approved by the City prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to the Public Works Manager a minimum of 14 days prior to intended use. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of 48 hours prior to intended use. No work shall begin until Public Works Supervisor's or Public Works Landscape Inspector's written approval is obtained.
- 19.19 Written recommendation shall include the following information:
 - A. Owner or operator of the property to be treated;
 - B. Location of property to be treated;
 - C. Commodity, crop, or site to be treated;
 - D. Total acreage or units to be treated;
 - E. Identification of weed(s) or pest(s) to be controlled by recognized common name;
 - F. Name of each herbicide or device recommended or description of method recommended;
 - G. Dosage rate per acre or other units;
 - H. Warning of the possibility of damages by the application from hazards that are known to exist; and

I. Signature and address of the person making the recommendation, the date, and the name of the employer.

- 19.20 Chemicals shall be applied only by persons possessing a valid California Pest Control Operators License in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of 1 year. The Public Works Supervisor and Public Works Landscape Inspector shall have access to those files as required. After this period, they shall be retained in accordance with Orange County Department of Agriculture Regulations.
- 19.21 Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendation.
- 19.22 All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn, or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
- 19.23 All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness, and safety of application.
- 19.24 All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Public Works Supervisor and Public Works Landscape Inspector in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.
- 19.25 All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants, or animals from residue of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.
- 19.26 Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.
- 19.27 The Contractor shall not be allowed to use the restricted chemicals 2,4-D and Dicamba without submitting a written recommendation by a California Pest Control Advisor.
- 1) Prior to application, Pest Control Operator shall read product label, identify weed pests in area to be sprayed, and identify environmental hazards such as waterways, eating and food preparation areas, sensitive ornamentals, production agricultural sites and take all precautionary measures necessary to prevent contamination of these areas.
 - 2) Equipment used to apply 2,4-D and Dicamba shall consist of waterproof gloves, waterproof boots, respirator, coveralls, goggles, accurate measuring

device, and spray equipment. To minimize drift, a spray thickener may be required.

- 3) Operator shall not apply 2,4-D or Dicamba during excessively hot, dry, or windy periods. Irrigation systems shall not be operated for a minimum of 24 hours after chemicals have been applied. Operator shall spray all target plants to wet. Chemicals shall be applied within the drip line of any ornamental shrub. Large mature weeds should not be sprayed.

28. Upon completion of 2,4-D or Dicamba chemical spray application, the area treated should not be re-entered until the spray has dried. Contractor shall be responsible for any on-site signage, posting as well as monitoring access during the chemical drying period.

**Failure to comply with the scope of work for Weed Control
shall be \$400 per incident per day.**

20.00 MULCHING

Mulch

Contractor shall adhere to the mulching requirements set forth to meet SB1383 requirements administered by CalRecycle.

“SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:
 - i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - iii. A Solid Waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3.

Requirements:

1. Compost and SB 1383 Eligible Mulch procurement. Divisions, departments, and employees responsible for landscaping maintenance, renovation, or construction shall:

a. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction as practicable and whenever available, while capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards specified in 14 CCR section 17852(a)(24.5)(A)(1) through (3).

b. When City uses Compost and SB 1383 Eligible Mulch and their application is subject to the City's Water Efficient Landscaping Ordinance ("WELO"), pursuant to Lake Forest Municipal Code Title 9, Chapter 146, section 110 et seq., all divisions, departments, and employees shall comply with the City's WELO by including the following:

- i. For landscape installations, Compost at a rate of a minimum of four (4) cubic yards per one thousand (1,000) square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) Organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
- ii. Apply a minimum of three (3) inches of SB 1383 Eligible Mulch to all exposed soil surfaces of planting areas, except in turf areas, creeping or rooting groundcovers, or direct seeding applications where such mulch is contraindicated. Whenever SB 1383 Eligible Mulch is applied in this way, five percent (5%) of the landscape area shall be left without mulch to provide habitat for beneficial insects and other wildlife. Designated insect habitats must be included in the landscape design plan as such.
- iii. Procure Organic SB 1383 Eligible Mulch materials made from Recycled or Post-Consumer Materials rather than inorganic materials or virgin forest products, unless Recycled or Post-Consumer Organic products are not locally available. SB 1383 Eligible Mulches are not required where prohibited by local ordinances.
- iv. For all SB 1383 Eligible Mulch that is land-applied, such mulch must meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards specified in 14 CCR section 17852(a)(24.5)(A)(1) through (3).

c. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (whether through purchase or acquisition), and submit records to the

Recordkeeping Designee upon completion of a project.
Records shall include:

i. General procurement records,
including:

1. A general description of how and where the product was used and applied, if applicable;
2. The source of a product, including the name, physical location, and contact information for each entity, operation, or facility from which the Recovered Organic Waste Products were procured;
3. The type of product;
4. The quantity of each product; and
5. All invoices or other records demonstrating purchase or procurement.

ii. For Compost and SB 1383 Eligible Mulch provided to residents through giveaway events or other distribution methods, records shall be kept of all Compost and SB 1383 Eligible Mulch so given away to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with all reporting requirements under this Policy.

iii. For procurement of SB 1383 Eligible Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR section 18993.1, as amended from time to time.

d. When procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract, agreement, or executed purchase order with enforceable provisions that include: (1) definitions and specifications for SB 1383 Eligible Mulch; and (2) an enforcement mechanism (e.g. termination provisions, liquidated damages clauses, etc.) in the event the Direct Service Provider is not compliant with these requirements.

e. Review, amend, or terminate existing contracts as necessary to achieve compliance with the requirement of enforceable mechanisms pursuant to Section 5(1)(c)(3), above.

20.01 At no additional cost to the City, the contractor will supply mulch material, labor and equipment required to move mulch from the stock-pile site(s) and place mulch in required areas.

20.02 All trees shall have mulch installed around the base once annually. The mulch will be installed at a depth of 6 inches and will not be piled against the base of the tree. The mulch line will extend at least 12 inches out from the base of the tree and will be level to a depth of 6 inches. Mulch will be installed at grade at the base of the tree and will

become deeper as it moves away from the base of the tree ending at a depth of 4 inches.

- 20.03 All areas to receive mulch shall be free of weeds prior to mulching.
- 20.04 Mulch shall be maintained free of litter and foreign matter.
- 20.05 Mulch shall be replenished as needed.
- 20.06 A minimum three (3) inch layer of approved mulch shall be maintained in all shrub, and groundcover areas. Mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, not cover plant material or the bases of trees or shrubs.
- 20.07 Mulching operation shall be accomplished in a timely manner, so that all material is removed and stock-pile site is left clean and level, all to the satisfaction of the City.

Failure to comply with the scope of work for Mulching shall be \$400 per incident per day.

21.00 WATERING AND IRRIGATION

- 21.01 All landscaped and turf areas shall be irrigated, as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers and valves.
- 21.02 Contractor shall have the sole responsibility for managing the City's irrigation usage and must remain within allocated water budgets and tiered rates established by water purveyors. Should the contractor exceed the established water budget set for each water meter and enter into the excessive or wasteful tiered rates, those overages shall be charged against contractor's monthly maintenance invoice. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- 21.03 The Contractor shall insure that personnel operating irrigation systems are fully trained in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use, including irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City, and fully equipped and capable of performing proper programming and operation of the irrigation systems.
- 21.04 Irrigation systems which have Calsense controllers will be programmed by Contractor but the City has the right to adjust as needed. The Contractor shall be responsible to perform all other specified irrigation tasks including, but not limited to: testing, adjustments, repairs, replacements, and supplemental watering. The Contractor shall notify the City immediately of any deficiencies in irrigation at these sites.
- 21.05 Irrigation systems not equipped with Calsense controllers may be programmed by the Contractor. The Contractor is responsible for proper watering of landscape areas and will pay for any over charges from water purveyors.

- 21.06 Areas not provided with an irrigation system shall be hand watered by the Contractor. This includes situations where the automatic system is inoperable for any reason. The Contractor shall be responsible for providing all equipment, such as hoses, couplers and nozzles to accomplish this task.
- 21.07 Watering shall be regulated to avoid interference with any use of roadways, paving or walks.
- 21.08 Controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours and/or at the times as follows:
- A. MPS Areas (Sunday-Thursday) 9:00 PM - 6:00 AM
 - B. Manual Irrigation 9:00 AM - 3:00 PM
- 21.09 Irrigation shall be controlled in such a way as not to cause any excessively wet area, which could be damaged by mowing or other traffic.
- 21.10 No irrigation shall be done during periods of measurable rain without prior approval of the City.
- 21.11 The Contractor shall be responsible for replacing all plant materials that die or are permanently damaged due to excessive or insufficient watering.
- 21.12 Contractor shall not irrigate Friday night, Saturday morning, Saturday night or Sunday morning unless absolutely necessary. Contractor shall obtain approval from the Public Works Supervisor or the Public Works Landscape Inspector before any weekend watering occurs.
- 21.13 Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall, and shall recommend appropriate changes in duration of watering cycles.
14. Special watering required during daytime hours such as after over seeding, fertilization, during periods of extreme dryness or heat or during manual irrigation cycles shall be conducted in accordance with the following criteria:
- A. There shall be minimal drift onto private property or roadways caused from the wind.
 - B. There shall be irrigation personnel present at each location until watering cycle is completed.
15. Contractor shall respond within two (2) hours of any request by the City to turn on/off irrigation systems, particularly in respect to rainfall.
16. Until the ground cover plantings are established, care shall be exercised to minimize silting of walks from soil erosion by the use of proper irrigation programming. The Contractor shall use repeat cycles to eliminate run-off.
17. Monthly water meter readings are required to be provided to the City by the 10th of the following month.
18. In those areas where a drip/water saver system is used, the Contractor will be required to hose off or wash dust/soot off plant material bi-weekly or more often if required to prevent plant damage.

Failure to comply with the scope of work for Watering and Irrigation shall be \$400 per incident per day.

22.00 IRRIGATION MAINTENANCE, REPAIR and TESTING

- 22.01 The entire irrigation system, including all components from connection at meters, shall be maintained in an operational state at all times.
- 22.02 Contractor shall provide parts, labor, tools, and equipment for maintenance of the irrigation system including repairs and replacements (whether due to damage, malfunction, vandalism, normal wear, or other cause) of all components including but not limited to the following:
- A. main lines and lateral lines
 - B. valves (control valves, ball valves, quick-couplers, and the like)
 - C. pumps
 - D. automatic controllers and appurtenant devices (ET and rain gauge, antenna and the like)
 - E. backflow devices
 - F. pressure regulators
 - G. sprinkler heads
 - H. moisture sensing devices
 - I. control wires

These items shall be repaired or replaced by the contractor, or by other forces, at the discretion of the City.

- 22.03 Frequencies of irrigation testing shall be one (1) time per week, or more frequently if problems or conditions indicate a need. A written report shall be submitted weekly in accordance with the schedule submitted at the start of the contract showing the location, day of week, and time of day that each system was tested. Any changes shall be submitted for approval prior to enactment. Failure to inspect irrigation systems within the required timeframes shall result in a performance deduction.
- 22.04 The Contractor shall notify the City of any damaged, deficient or inoperable irrigation component indicating the location, valve station number, problem, size, and type of irrigation equipment.
- 22.05 Repair or replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within two (2) working days of determining damaged or inoperable irrigation component, or sooner to prevent damage to turf or landscaping, or if the repair is otherwise deemed urgent by the City.
- 22.06 Contractor is required to notify the City of mainline failures within twelve (12) hours of occurrence.
- 22.07 Replacements of irrigation equipment shall be with originally specified equipment of the same size and quality or substitutes approved by the City prior to any installation thereof.
- 22.08 Contractor's Irrigation Technician shall be fully trained in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use; and fully equipped and capable of identifying and isolating problems and performing the proper

programming, inspection, testing, repair and maintenance of the irrigation systems. All of the Contractor's personnel working on irrigation systems, shall be appropriately trained and under the direct supervision of a qualified Irrigation Technician.

- 22.09 The Contractor's Irrigation Technician shall be equipped with Calsense Radio Remote hand-held remote valve actuator.
- 22.10 Prior to testing a system, the Contractor shall inspect all irrigated areas; note and mark with a flag marker any dry or stressed areas. During the course of the irrigation test, Contractor shall determine the cause of the noted deficiency and make needed repairs.
- 22.11 The Contractor shall sequence controller(s) to each station to check the function of all facets of the irrigation system.
- 22.12 During irrigation testing the Contractor shall:
- A. Adjust all sprinkler heads to provide correct coverage, uniform precipitation, prevention of runoff and erosion, and prevention of excessive overspray onto adjacent areas (roadways, sports courts, walkways, trails, fences and private property).
 - B. Check for, and correct all leaks, including pipes, risers, seals, turrets, etc.
 - C. Clean, flush, adjust, repair or replace any equipment, head or component that is not functioning to manufacturer's specifications.
 - D. Limit evapotranspiration loss using State of California ET area ratings.
 - E. Match precipitation rates.
 - F. Adjust valves and heads to keep all systems operating at manufacturer's recommended operating pressures. Valve throttling and pressure gauging shall be employed to prevent excessive fogging.
 - G. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around turf heads will not be permitted. Raising heads or lowering grade and reseeding are options to keeping head height in the correct position for maximum effectiveness.
 - H. Check valve boxes and covers. Repair or replace as needed. Replace and secure cover bolts as needed.
 - I. Check for low-head drainage. Clean, repair or replace malfunctioning or missing anti-drain devices including in-head check devices.
- 22.13 Any unresolved system malfunction, damage, or deficiency shall be reported, including effected valve station(s) and other pertinent details, to the City. Said reporting may be verbal or in writing at the discretion and to the satisfaction of the City
- 22.14 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported. At any time, City may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.

- 22.15 Contractor shall be responsible for Informing the city of any backflows that are leaking or inoperable.
- 22.16 All valve boxes shall be identified with heat-branded markings as directed by the City.
- 22.17 Any repairs made by the Contractor will be in accordance with the original details. At no time shall contractor install irrigation heads other than what is on-site at the time of inspection. (i.e.: Rainbird irrigation heads will not be installed where Hunter irrigation heads are the uniform irrigation head.) Failure to comply with this issue will result in a performance deduction issued once every day until mismatched irrigation heads are removed and the proper heads are installed.
- 22.18 Contractor shall keep an adequate supply of replacement heads on repair vehicle at all times. Contractor shall make repairs immediately using "like" materials to maintain uniformity and to match application rates. Contractor shall replace, at his cost, any irrigation heads installed improperly or heads that do not match existing or "like" heads.
19. Repairs to the system caused by conditions under which the Contractor does not have direct control shall be done by others or paid for by the City. Repairs under this category shall be "extra work" and are as follows:
- A. Theft (missing heads)
 - B. Storm damage (Acts of God)
 - C. Damage by others
 - D. Malfunctions to automatic controller, remote control valves, or pressure lines.
20. Damage and repairs shall be divided as follows:
- A. Minor repairs shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters, replacement of adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs shall be included in the costs for operations and maintenance of the irrigation system.
 - B. Major repairs shall include all items before the automatic control valve including but not limited to backflow devices, pressure regulators, and mainline control wire (except as previously noted). The cost for major repairs, except as noted, will be considered extra services based on the contract labor and unit cost.
- 22.21 Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from monthly payments will be presented to the Contractor by the City
- 22.22 The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, delivering clocks for repairs to a City-approved repair facility, and reinstalling the control clock with station wires in the original order as found. If repairs encountered will take more than two working days to correct, a temporary controller, supplied by the Contractor, will be installed by the Contractor until the permanent controller can be repaired.

- 22.23 When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- 22.24 The Contractor shall be held responsible for damage done to sprinkler heads and valves due to careless operation of vehicles and lawn mowers.
- 22.25 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 the retail cost from the current price list, minus the discount rates quoted in the proposal. The total cost of materials shall include the following:
- A. Wholesale cost (retail costs minus Contractor's discount), as stated above.
 - B. Applicable sales tax.
 - C. A markup of 10% maximum for all overhead costs and profits.
- 22.26 All materials are to be new and identical to existing materials, unless directed otherwise by the City.
- 22.27 Where moisture sensing devices are used, a continual monitoring will be made to assure units are functioning properly. If malfunction is noted, the City will be notified immediately.
- 22.28 Automatic controllers will be kept locked at all times.
- 22.29 All non-stainless steel controller enclosures must be painted as needed to maintain a good appearance. Color will be determined by the City. New enclosures shall be made of stainless steel.
- 22.30 Contractor will maintain an active "site schedule" in each controller enclosure. Any changes made in the field or to the current program will be documented on the site schedule to ensure the most recent, active schedule is represented upon review by City.
- 22.31 Since all normally anticipated labor costs are to be included in the contract amount, emergency call-outs after working hours will be considered extra work compensation. This type of work shall be defined as "extra work".
- 22.32 Irrigation Repair Invoices shall be organized according to controller number and submitted on a monthly basis to reflect work carried out via the irrigation management sheet.
- 22.33 The Contractor shall submit as-built drawings of all modifications to irrigation systems, including, piping, relocation of equipment or sprinkler heads, replacement of heads with another make or model, changes in nozzling and the like. As-built changes shall complete to the satisfaction of the City. As-built drawings shall be made neatly and legibly on a blue-line copy of the irrigation drawings supplied by the City and shall be submitted within 2 working days of completion of the work.

Failure to comply with the scope of work for Irrigation Maintenance, Repair and Testing shall be \$400 per incident per day.

23.00 MAINTENANCE OF DRAINAGE FACILITIES

23.01 The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures, v-ditches), located within the landscaped areas on a monthly basis. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation which accumulates and prevents proper flow of water. All drain sumps or catch basins and drain lines shall be cleared twice per year. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City.

Failure to comply with the scope of work for Maintenance of Drainage Facilities shall be \$400 per incident per day.

24.00 DISEASE, PEST AND RODENT CONTROL

24.01 Contractor shall be responsible for identifying, complete and continuous control and/or eradication of all fungus, insects, plant pests, diseases, rodents, and any other diseases. The Contractor shall obtain any necessary permits to comply with City, County, State, and Federal regulations or laws. Frequency of disease and pest control operations shall be daily as needed.

24.02 All landscaped areas shall be maintained free of disease and insects that could cause or promote damage to plant materials including but not limited to trees, shrubs, groundcover and turf. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.

24.03 The City shall be notified immediately of any disease, insects or unusual conditions that might develop.

4. Contractor shall use integrated pest management practices whenever possible. Applying chemicals and insecticides shall be used only if other natural practices have failed.

5. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

6. Contractor shall notify the City when applying any chemicals or insecticides to any areas under contractors care.

7. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases shall include, but not be limited to, all insects, aphids, mites, other invertebrates, pathogens, and nematodes. Controls shall include necessary use of integrated pest management systems involving the use of life history information and extensive monitoring. Control shall be through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control, and host resistance.

8. All material used shall be in strict accordance and applied within the most current EPA regulations and the California Department of Food and Agricultural Code.

9. City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with City. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.

10. Application of Pesticides

A. Timing: Pesticides shall be applied at times which minimize 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 only in quantities which each area is capable of receiving without runoff.

B. 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 State of California Department of Food and Agricultural Code or EPA regulations.

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

D. 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.

E. Substitution: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City.

F. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the City.

11. The Contractor shall eradicate or remove bees, ants, insects, snails, sowbugs, rodents and other pests, which the City deems to be a public hazard or nuisance. The Contractor shall arrange for and assume the expense of such operations, if not under its immediate capabilities, within a 24-hour period after notification from the City.

12. Gophers and other rodents shall be eliminated immediately by appropriate, approved exterminating techniques (traps, poison, etc.).

13. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

- A. The State of California Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - B. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator.
 - C. There shall be no application of a pesticide without written permission of the City.
 - D. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Orange Agricultural Commissioner's office.
14. Contractor shall start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. When ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.
15. Dusty foliage and warm temperatures are indicators of mites. So long as foliages are washed, mite populations are low. Keep mite populations low to prevent plant injury. Conifers are especially susceptible and often killed by mites.
16. Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is cause to inspect trees. Look for ants on the ground or in crotches of branches. Also, there may be branches dying. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested the previous year should be sprayed in March and again in May. On-going inspections are necessary to determine if there is a summer brood.
17. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Control with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.
18. Pruning is an effective prevention of an epidemic of insects and diseases. Pruning away infected parts and disposing of them off-site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, fireblight, and some other blights of foliage.
 - A. Some thinning of tree foliage, to provide light and aeration for ground cover, is a type of disease prevention.
 - B. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
19. The Contractor shall establish a continuing program to control insects and rodents.
20. With the pest control program, the following information shall be provided to the City on a monthly basis:
 - A. The pest to be controlled
 - B. Method of control

- C. The product labels
- D. A schedule as to frequency of control
- E. Applicable M.S.D.S. Sheets
- F. All mandatory signage

21. Monthly, the Contractor shall complete a pesticide spray log for any pesticides used.
22. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in application
23. Contractors shall be responsible for controlling all rodents, as required, on a continual basis. All turf and landscaped areas shall be maintained free of rodents to include gophers, ground squirrels, and pests to include, but not be limited to, snails, sow bugs, aphids, caterpillars, etc., that could cause damage to any plants, shrubs, ground cover, trees, irrigation systems, facilities or cause erosion.
24. All methods employed to perform Rodent Control shall conform to all federal, state, and county environmental regulations.
25. Rodent Control shall be performed in accordance with the following criteria:
- A. All rodents to be controlled shall be identified and feeding habits determined prior to treatment of the area.
 - B. All mounds shall be raked level a minimum of 24 hours prior to treatment.
 - C. Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.
 - D. All treated bait, traps, and gases used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel to prevent vandalism and to ensure public safety.
 - E. All bait containers and/or applicators shall be of the type that will minimize spills.
 - F. Any and all spilled bait shall be picked up or buried immediately.
 - G. All treated areas shall be inspected after treatment for dying animals. Contractor shall remove all dying animals and/or carcasses and dispose of them off-site prior to the end of each work day until area no longer requires further treatment.
26. Care should be taken to minimize or control use where domestic pets may come into contact with the poisons. Signage around applied area shall be considered.
27. Exceptions: Contractor shall be allowed to use Strychnine for Rodent control without prior submittal of a written recommendation from a certified Pest Control Advisor when applied in accordance with the following:
28. All mounds shall be raked level 24 hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil. All raked bare soil areas shall be re-seeded upon conclusion of treatment.
29. Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator, and probing bait run.

30. Bait shall be applied in areas where active gophers have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in product label recommendations.

31. All treated bait shall be placed in the tunnel with a tablespoon or probing bait gun. Strychnine of 1.8 percent or higher shall be applied with a probing bait gun only. All holes shall then be covered. All containers shall be of the type to minimize spills. Any spilled bait shall be picked up immediately or buried in gopher hole.

32. Contractor may also, at his cost hire a licensed private pest control company to conduct rodent control in City Parks. Contractor will need to provide to the City company name, address, contact person, contact person's phone number and proper insurance. Any damage caused by private pest control companies shall be repaired at landscape contractor's expense.

Failure to comply with the scope of work for Disease, Pest, and Rodent Control shall be \$400 per incident per day.

25.00 LITTER, LEAF, and DEBRIS CONTROL

25.01 During the fall season, the Landscape Maintenance Contractor shall provide weekly pick-up of fallen leaves after the initial request to begin is given by the City.

25.02 Remove all litter, paper, cans, bottles, glass, trash, animal feces, undesirable materials, silt and other accumulated debris from all areas to be maintained including Canada. Removing litter shall occur on a daily basis.

25.03 Complete policing, litter pick up and supplemental hand sweeping of median edges, corners and other areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.

25.04 Accumulation of dead plant material, leaves and debris shall be removed, from all landscaped areas except as specifically directed by the City.

25.05 Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants or displace mulch.

25.06 Increases in frequencies of clean-ups for seasonal plant defoliation or clean-up such as such as hanging or fallen tree limbs, leaves, branches, and tree bark after storms shall be the City's responsibility.

25.07 The Contractor shall employ appropriate safety equipment and procedures for litter removal.

25.08 The Contractor shall remove all illegal and private signs advertising garage sales, real estate, etc. on a daily basis. The removed signs shall be returned to the City. Posting of such signs are in violation of Municipal Ordinance.

25.09 All material which is picked up during cleaning shall be disposed of by the Contractor in a lawful manner. All green waste must be disposed of and landfill diversion reports submitted to the City.

**Failure to comply with the scope of work for Litter, Lead, and Debris
Control shall be \$400 per incident per day.**

EXHIBIT "A-I"**SPECIAL PROVISIONS TO THE MAINTENANCE AGREEMENT****1.00 GUARANTEE AND/OR REPLACEMENT POLICY**

- 1.01 The contractor has the ultimate responsibility to ensure that all landscaping and turf grass is maintained in healthy and aesthetically pleasing condition. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor at the Contractor's expense, if it is determined by City that they died due to Contractor's negligence. All existing plant material that dies as a result of contractor negligence shall be replaced at the Contractor's expense. All irrigation system components that fail or break as a result of contractor negligence shall be replaced by the contractor at his expense.

2.00 LANDFILL DIVERSION

- 2.01 Contractor shall be responsible for the recycling of all green waste generated from maintenance operations within the City. Green wastes shall be diverted from County Landfill to an approved reclamation site and processed for recycling.
- 2.02 Contractor shall submit a Landfill Diversion Report on a monthly and annual basis to the City. Reports shall be filled out in full on a monthly basis.

3.00 CONTRACTOR'S STAFF AND TRAINING

- 3.01 Each crew of Contractor's employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might service any site without other Contractor's supervisory personnel present.
- 3.02 Contractor shall provide the following minimum staffing levels to service this contract:
- 1 Supervisor/Superintendent
 - 2 Irrigators plus 2 helpers
 - 1 QAC
 - 3 Foreman
 - 14 Laborers
- 3.03 The City may at any time order any of the Contractor's personnel removed from the premises when, in the reasonable belief of the City, said Contractor's personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the City or the public patronizing the premises
- 3.04 The Contractor shall require each of his personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor's company name and employee name badges as approved by the City. Sufficient changes shall be provided to present a neat and clean appearance of the Contractor's personnel at all times. Shirts shall be worn and buttoned at all times. Contractor's personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.

3.05 The Contractor's staff must meet the minimum listed qualifications to perform work for the City under this agreement.

- QAC Qualified Applicator on the regular maintenance crews

For Tree pruning services:

- ISA Tree Worker certification preferred for all crewmembers.
- ISA Tree Worker certification and ISA Arborist certification required for Foreman of each crew.

3.06 The Contractor's staff will be required to work in a semi-autonomous manner. The Contractor's staff will be required to interact in a businesslike and professional manner with City staff and members of the public.

Failure to comply with the scope of work for contractor staffing and training shall be \$400 per incident per day.

4.00 EXTRA WORK

4.01 All extra work shall not be completed by normal maintenance crews. Extra work includes any and all landscape areas within the City, as well as locations described in this RFP. Extra work can include emergency Contractor will be required to provide separate crews to provide all extra work. Regularly scheduled maintenance work shall be completed in conjunction with extra work and cannot be postponed in order to complete extra work.

5.00 SAFETY

5.01 The Contractor shall provide safe access and egress for City of Lake Forest employees or members of the public while work is in progress at City facilities. The Contractor agrees to be responsible for providing and installing any safety or cautionary equipment necessary to prevent unauthorized access to work areas including common public areas.

5.02 For duties within the public right-of-way, the Contractor shall submit traffic control plans for the City's review and approval. Once approved the Contractor shall provide and install traffic control per the approved plans. Failure to install per the approved plans can result in a stop work notice and may result in deductions.

6.00 TRAFFIC CONTROL

6.01 Prior to any work in the public right-of-way, the Contractor shall submit typical traffic control plans for approval for work performed in the City right-of-way. The Contractor shall submit supplementary traffic control plans for unusual circumstances that are out of the ordinary for right-of-way maintenance. A traffic control system consists of closing traffic lanes or pedestrian walkways in accordance with the details shown on the plans, California Manual on Uniform Traffic Control Devices (latest version). The provisions in this section will not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to maintain public safety. Payment shall be included in the unit price and no additional payments will be made.

6.02 When lanes are closed for only the duration of work periods, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder at the end of the work period. If the Contractor so elects, said components may be stored at

selected central locations, approved by the City Traffic Engineer, within the limits of the right-of-way.

- 6.03 The Contractor shall comply with all requirements of the City Traffic Engineer and shall bear all costs of required traffic control including, but not limited to signs, cones, portable markers, flagmen, etc.

7.00 USE OF CHEMICALS

- 7.01 All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.
- 7.02 Chemical applications shall strictly conform to all governing regulations. Contractor's staff applying chemicals shall possess all required licenses and certifications.
- 7.03 Records of all operations, including applicators names stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 7.04 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained.
- 7.05 Material Safety Data Sheets (MSDS) and sample labels shall be provided to the Public Works Manager for all products and chemicals used within the City.

8.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 8.01 The Contractor shall, during the term of this Contract, maintain two seven (7) days per week twenty-four (24) hour emergency telephone numbers, toll free to an Orange County region area code, at which the Contractor or Contractor's responsible employee may be contacted at any time, twenty-four hours per day, to take the necessary action regarding all inquiries, complaints and the like, that may be received from the City or other City personnel. For hours beyond a normal 8:00 a.m. to 5:00 p.m. business day, an answering service shall be considered an acceptable substitute for full time twenty-four hour coverage, provided that the Contractor responds to the City by return call within one hour of the City's original call and arrive onsite within two hours of the original call. Failure to respond will lead to possible deductions.
- 8.02 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City. If any complaint is not abated within 24 hours, the Contractor shall notify the City immediately of the reason for not abating the complaint followed by a written report within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred will be deducted and forfeit from payments owing to the Contractor from the City.
- 8.03 The Contractor shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be available for review at the discretion of the City at all reasonable times.
- 8.04 All requests for emergency services shall require a qualified technician to be dispatched to the required location as soon as possible after notification; but in all cases within two (2) hours, to the satisfaction of the City. If any emergency service request is not

responded to in two (2) hours, the City shall be notified immediately of the reason for not meeting the required response time followed by a written report to the City within two (2) working days.

- 8.05 Whenever immediate action is required to prevent possible injury, death, or property damage, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by alternate work forces. As determined by the City, charge the cost thereof to the Contractor, or deduct such cost from any amount due to the Contractor. This deduction shall include a markup for administrative costs equal to fifteen (15) percent of the actual costs incurred.

9.00 NON-INTERFERENCE - NOISE

- 9.01 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.
- 9.02 In the event that the Contractor's operations must be performed when persons of the public are present, Contractor shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.
- 9.03 Contractor shall be subject to local ordinances regarding noise levels with regard to equipment operations. Contractor shall not use any power equipment prior to 7:00 a.m. or later than 10:00 p.m., except under emergency circumstances. Further, any schedule of such operations may be modified by Public Works Manager in order to insure that the public is not unduly impacted by the noise created by such equipment.

10.00 CONTRACTOR'S DAMAGES

- 10.01 All damages incurred to existing facilities, medians, roadsides, parks or trails area trees by the Contractor's operation shall be reported in writing by the end of the working day. All damages shall be repaired or replaced, by the Contractor, all at the discretion of the Public Works Manager, all at the Contractor's expense.
- 10.02 All damages to trees, landscape, turf, facilities, equipment, irrigation systems, roadways, parks, or trails areas shall be repaired or replaced within five (5) working days.
- 10.03 Damaged trees and shrubs shall be repaired or replaced in-kind, in accordance with the following maintenance practices:
- A. Trees: Minor damage such as bark lost from impact of operating equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the Public Works Manager.

The Contractor will replace and be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tie wires, improper pruning, etc.).

If, in the opinion of the Public Works Manager, the newly planted tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement item and required labor shall be provided by the Tree Maintenance Contractor, at no cost to the City. This includes material newly planted and material, which has been planted. Replacement must be of comparable size and species.

B. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material as approved by the City.

C. Adjacent turf and groundcover: Minor damage may be corrected by appropriate amending, leveling and over seeding damaged areas. Major damage shall be corrected by removal and replacement of the sod. Minor groundcover damage shall be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material identical to the damaged plant material.

D. Adjacent Improvements: The Contractor shall report any damage to the City at the end of each working day in writing. The Contractor shall remove and replace all surface and hardscape improvements damaged by its work. All damaged improvements shall be replaced in accordance with City of Lake Forest standards. The Contractor shall be fully licensed for the type of repair work being performed or shall employ a subcontractor licensed in the discipline required.

INTEGRATED PEST MANAGEMENT (IPM) POLICY & IMPLEMENTATION GUIDELINES FOR THE CITY OF LAKE FOREST

***GENERAL IPM POLICY:**

For the last 55 years, the trend in pest management has increasingly relied on synthetic chemical pesticides. The result has been not only a tremendous increase in the use of many dangerous chemicals, but also an increase in the number of pests that are resistant to the pesticides or new organisms becoming pests. Additionally, some pesticides used for terrestrial pest management have been found in waterways causing problems in the aquatic environment.

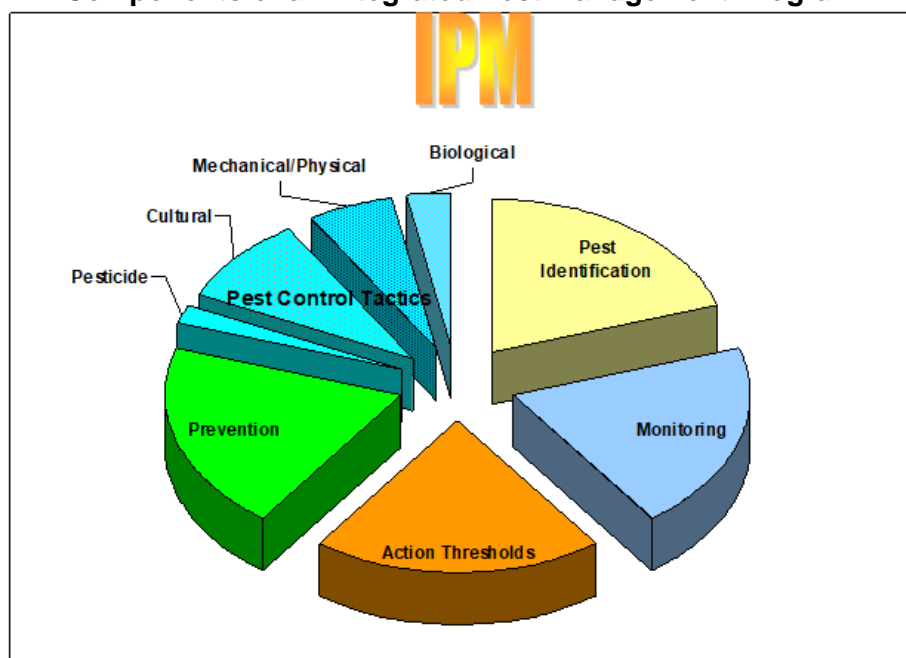
Pest control managers are now moving away from their reliance on pesticides alone toward an integrated approach that combines limited pesticide use with more environmentally friendly pest control techniques. This system is known as integrated pest management (IPM), a strategy that focuses on the long-term prevention of pests or their damage through a combination of techniques, including preventative, cultural, mechanical, environmental, biological, and chemical control tactics (**Figure 1**). The techniques are utilized simultaneously to control pest populations in the most effective manner possible.

Developing a comprehensive Integrated Pest Management (IPM) Program and approach allows us to focus on our primary efforts of pollution prevention. By monitoring and preventing pests as well as minimizing heavy pest infestations we can reduce the need for chemicals and/or multiple applications.

IPM programs utilize monitoring techniques and injury and economic thresholds to determine when to implement control strategies. Treatments are used only used according to established guidelines after monitoring indicates that such treatment is appropriate. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms and the environment.

The use of pesticides is often a measure of last resort. Because of this, the management guidelines for pesticide use are presented in a separate section immediately following the IPM guidelines.

Figure 1
Components of an Integrated Pest Management Program



Scope of IPM Policy and Implementation Plan

IPM practices are encouraged over the sole use of pesticides as the primary means of pest management (**Table 1**). As a part of the Municipal Activities Program Manual, the public agencies and their contractors should evaluate the non-chemical components of IPM before intensive use of pesticides.

The goal of IPM is not to eliminate all pests, but to keep their populations at tolerable levels. Pesticides may be part of an IPM program, but they should only be used after the pests exceed established thresholds and only applied in the affected area (in the case of disease prevention, some modifications may be allowed). In general, all pest control strategies should be those that are least disruptive to biological control organisms (natural enemies), least hazardous to humans and the environment (including non-target organisms), and have the best likelihood of long-term effectiveness.

Table 1. Advantages and Disadvantages of a Pesticide-Based Program versus an IPM-Based Pest Control Program

<u>Pesticide Based Pest Control</u>		<u>IPM Based Pest Control</u>	
<u>Advantages</u>	<u>Disadvantages</u>	<u>Advantages</u>	<u>Disadvantages</u>
Quick suppression of pests	Not long-term	Long-term control	It may take longer to see results
	Pest control is reactive	Can be proactive in pest control actions	Must establish thresholds
	Loss of natural controls. Often get outbreaks of other pests	Reduces disruption of natural enemies	
		Pesticides can be used (only used as last resort).	Must have knowledge of pesticides and their effects on other organisms.
Labor is only for spraying	Extra work in cleanup	Staff becomes more knowledgeable of pests and injury symptoms	Labor is required for monitoring and regular scouting Training is required to identify pests and natural enemies.
Not much preparation or follow-up needed	Need a PCA recommendation	Pest management is more organized	Must maintain a record-keeping system.

	Pesticide safety issues for applicators, public, animals	Less exposure to pesticides
	More pesticides in environment	Safer to the environment
	Contamination of water bodies from runoff	Reduces contamination from runoff

Pesticides should not be applied until pests are approaching damaging levels. Because this requires early detection of the pests, monitoring on a regular basis is extremely important and should also be used to determine if natural enemies are present and adequately controlling the pest. If possible, a person should be trained and assigned to scout the sites on a regular basis.

Components of an IPM Program

An IPM program is a long-term, multi-faceted system to manage pests (**Figure 1**). Use of pesticides is a short-term solution to pest problems and should be used only when the other components fail to maintain the pests or their damage below an acceptable level. Successful IPM practitioners are knowledgeable about the biology of the plants and pests and successful IPM programs primarily use combinations of cultural practices as well as a combination of physical, mechanical and biological controls.

Pest Identification

It is important to learn to identify all stages of common pests at each site. For example, if you can identify weed seedlings, you can control them before they become larger and more difficult to control and before they flower, disseminating seeds throughout the site. It is also important to be sure that a pest is actually causing the problem. Often damage such as wilting is attributed to root disease but may actually be caused by under watering or wind damage.

Prevention

Good pest prevention practices are critical to any IPM program, and can be very effective in reducing pest incidence. Numerous practices can be used to prevent pest incidence and reduce pest population buildup such as the use of resistant varieties, good sanitary practices and proper plant culture. Examples of prevention include choosing an appropriate location for planting, making sure the root system is able to grow adequately and selecting plants that are compatible with the site's environment.

Monitoring

The basis of IPM is the development and use of a regular monitoring or scouting program. Monitoring involves examining plants and surrounding areas for pests, examining tools such as sticky traps for insect pests and quantitatively or qualitatively measuring the pest population size or injury. This information can be used to determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic. Weather and other environmental conditions may also play a factor in whether a pest outbreak may occur so it is important to monitor temperature and soil moisture as well.

It is important to use a systematic approach when monitoring, for example you should examine leaves of a similar age each time you check for pests, rather than looking at the older leaves on

some plants and younger ones on others. Randomly looking at a plant and its leaves does not allow you to track changes in pest population or damage over time.

It is important to establish and maintain a record-keeping system to evaluate and improve your IPM program. Records should include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Injury Levels and Action Thresholds

In order to have a way to determine when a control measure should be taken, injury levels and action thresholds must be set for each pest. An injury level is the level of unacceptable damage. For example, the injury level for a leaf-feeding beetle may be set at 30% of the leaves being damaged. Action thresholds are the set of conditions required to trigger a control action. An example of this would be finding an average of 5 or more beetles on 10 shrubs in a location. Action thresholds are set from previous experience or published recommendations and based on expected injury levels. Injury levels are often set by the public's comments.

Pest Control Tactics

Integrated pest management programs use a variety of pest control tactics in a compatible manner that minimizes adverse effects to the environment. A combination of several control tactics is usually more effective in minimizing pest damage than any single control method. The type of control that an agency selects will likely vary on a case-by-case basis due to the varying site conditions.

The primary pest control tactics to choose from include:

- Cultural
- Mechanical/Physical
- Biological
- Pesticide

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height. For example, spider mite infestations are worse on water-stressed plants, over-fertilization may cause succulent growth which then encourages aphids, too low of a mowing height may thin turf and allow weeds to become established.

Mechanical/Physical Controls

Mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly. Examples include hand-pulling or hoeing and applying mulch to control weeds, using trap boards for snails and slugs, and use of traps for gophers.

The use of physical manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area. Examples include removing garbage in a timely manner and using netting or wire to prevent bird from roosting.

Biological Controls

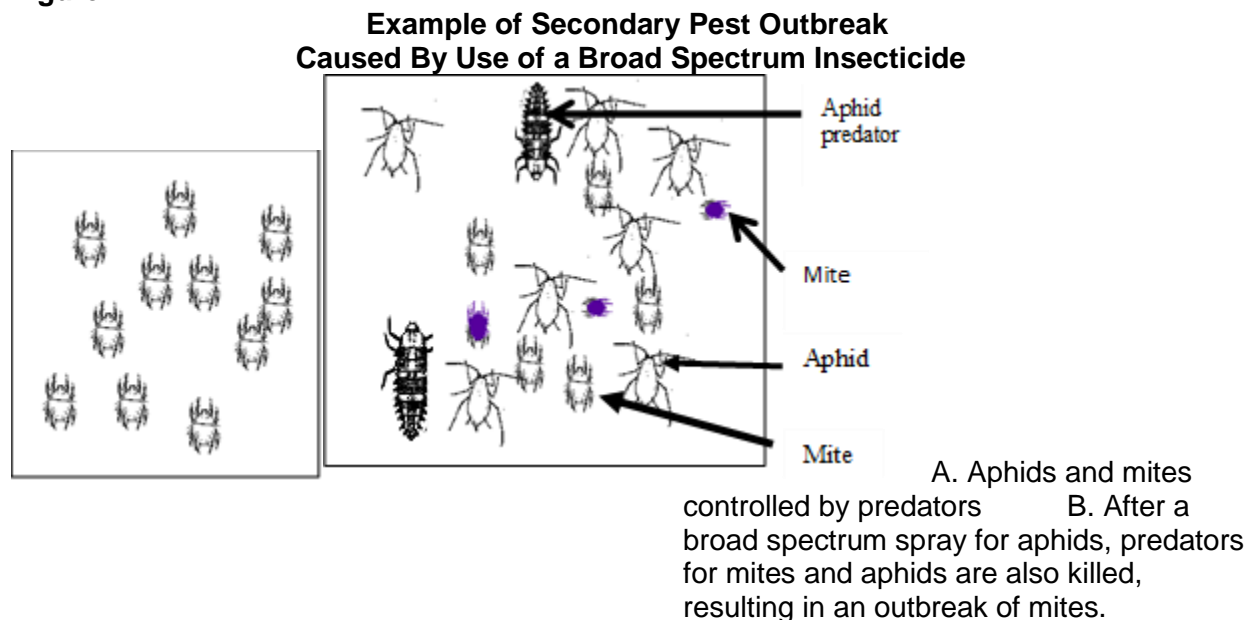
Biological control practices use living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released.

The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.

- Predators are organisms that eat their prey (e.g. Ladybugs).
- Parasites spend part or all of their life cycle associated with their host. Common parasites lay their eggs in or on their host and then the eggs hatch, the larvae feed on the host, killing it (e.g. Tiny stingless wasps for aphids and whiteflies).
- Pathogens are microscopic organisms, such as bacteria, viruses, and fungi that cause diseases in pest insects, mites, nematodes, or weeds (e.g. *Bacillus thuringiensis* or BT).
- Herbivores are insects or animals that feed on plants. These are effective for weed control. Biocontrols for weeds eat seeds, leaves, or tunnel into plant stems (e.g. goats and some seed and stem borers).

In order to conserve naturally occurring beneficials, broad-spectrum pesticides should not be used since the use of these types of pesticides may result in secondary pest outbreak due to the mortality of natural enemies that may be keeping other pests under control (**Figure 2**).

Figure 2



Pesticide Controls

Any substance used for defoliating plants, regulating plant growth or preventing, destroying, repelling or mitigating any pest, is a pesticide. Insecticides, miticides, herbicides, fungicides, rodenticides and molluscides are all pesticides. Anything with an EPA or DPR registration number on the label is a non-exempt pesticide.

Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause unacceptable damage. The overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop. When pesticides must be used, considerations should be made for how to use them most successfully. Avoid pesticides that are broad-spectrum and relatively persistent since these are the ones that can cause the most environmental damage and increase the likelihood of pesticide resistance. Always choose the most specific but least toxic to non-target organisms method. In addition, considerations should be given to the proximity to water bodies, irrigation schedules, weather (rain or wind), etc. that are secondary factors that may result in the pesticide being moved off-site into the environment. Consideration should be made of the temporary loss of use of an area (application in a park may result in the area being sectioned off)

IMPLEMENTATION GUIDELINES:

Designated IPM Coordinator or IPM Contact Information in Box Below:

Michael McConaha
Public Works Maintenance Manager
City of Lake Forest
949-461-3575

Personnel responsible for the care and maintenance of facilities under the above-mentioned jurisdiction agree to implement a suite of basic integrated pest management procedures selected from the following five main components of an IPM program:

- I) Prevention
- II) Pest and Symptom Identification
- III) Monitoring for Pests and Problems
- IV) Action Thresholds and Guidelines
- V) Selection of Appropriate Management Methods (Control Tactics)

The procedures seek to increase the long-term prevention and suppression of pest problems (insects, weeds, diseases, and vertebrates) with the minimum impact on human health, the environment, and non-target organisms. Emphasis is placed on improving cultural practices to prevent problems and utilizing alternative control measures instead of broad spectrum pesticides.

Information on the latest IPM information including management of new pests in the landscape is obtained from local UC Cooperative Extension Advisors, UC IPM Regional Advisor, or the Statewide UC IPM Web Site at www.ipm.ucdavis.edu.

I. PREVENTION

A. Landscape Design Procedures *(a minimum of three must be selected)*

Drainage, soil characteristics, water quality and availability are considered during plant selection.

Sun exposure, heat, and high temperature conditions are considered during plant selection.

Adequate space is allowed for root growth, especially trees.

Nursery stock is inspected and rejected if not healthy (injuries, diseased, circling roots/potbound, poor staking and/or pruning).

Pest resistant species and cultivars are selected.

Plants with similar growth characteristics and irrigation requirements are grouped together.

Landscape design matches available irrigation technology to avoid excess water use and to minimize surface runoff.

B. Site Preparation and Planting Procedures *(a minimum of three must be selected)*

Assess soil drainage properties and improve compacted soils prior to planting.

Conduct a soil analysis to determine chemical and physical properties of the existing soil and then add appropriate amendments such as organic matter.

Ensure irrigation is installed as designed in order to avoid poor uniformity once plants are in place.

Follow proper planting procedures for particular plant species to avoid planting too deeply or too shallow.

Nursery tree stakes are removed at planting and replaced with staking that allows trunk to flex; removing these stakes after 1 to 1.5 years.

Utilize a soil probe or other soil moisture measurement device to monitor soil moisture levels in existing root ball and surrounding soil during establishment period.

C. Water Management *(a minimum of three must be selected)*

Plants are examined weekly for symptoms of water stress and to assist in determining irrigation scheduling.

Monitor soil moisture with a soil probe or soil moisture sensors to assist in scheduling irrigation.

Utilize evapotranspiration (ET) data or 'smart' clock technology to schedule irrigation.

Cyclic irrigation (short-multiple run times) is employed to minimize surface runoff.

Utilize low precipitation sprinklers or low-volume systems to reduce surface runoff.

Systems are inspected monthly to check for leaks, broken pipes, and clogged or broken sprinkler heads.

Adjust sprinklers to avoid application of water directly to the trunk of trees (can promote disease) or on to concrete surfaces where it can enter storm drains.

Establish a hotline or email or other dedicated method where citizens can report leaks and broken sprinkler heads

D. Fertilizing Procedures *(a minimum of three must be selected)*

Fertilize only when plants are actively growing to avoid nutrient losses below the root zone.

Fertilizer is not applied within 48 hours of a rain event to avoid losses below the root zone and in surface runoff.

Soil analyses are conducted in order to determine existing nutrient levels in the soil prior to fertilizing.

Turf grass fertilizer maintenance schedules are based on UC recommendations found online at UC Guide for Healthy Lawns.

<http://www.ipm.ucdavis.edu/TOOLS/TURF/MAINTAIN/fertilize.html>

Sports turf grass fertilizer maintenance guidelines are based on UC recommendations found in **Establishing and Maintaining the Natural Turf Athletic Field (UCR ANR Publication Number: 21617)**.

Overfertilization, especially of trees and shrubs, is avoided to ensure plant growth is not excessively succulent making it more susceptible to pest infestations.

Off-target fertilizer applications or spills are cleaned up immediately by sweeping up and applying to landscape or turf or replacing in spreader or bag to ensure material does not enter storm drains.

E. Pruning Procedures *(a minimum of three must be selected)*

Damaged or diseased wood is regularly pruned from landscape plants.

Trees are pruned according to standards set forth by a professional tree care organization such as the International Society of Arboriculture.

Replace plants too large for a space instead of pruning them severely.

Unnecessary pruning is avoided as wounds are entry sites for decay and disease organisms.

The age and species of the plant is taken into account when determining the time of year to prune. For example, eucalyptus should be pruned in December and January when long-horned beetles are not active.

Tree height reduction is discouraged. When deemed necessary by a licensed arborist, the crown reduction method approved by a professional tree care organization is utilized. Topping is never done to reduce tree size. NO TOPPING OR 'HAT RACKING' IS PERMITTED.

II. PEST AND SYMPTOM IDENTIFICATION

A. Insects, Mites, and Snails and Slugs *(a minimum of three must be selected)*

Field personnel are trained to recognize basic pests found in the landscape in the following groups: insects, mites, and mollusks.

A licensed Pest Control Adviser is on staff or hired to properly identify a pest and the symptoms caused by the pest.

Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.

Field personnel are trained to distinguish between beneficial insects and actual pests found in the landscape (e.g. parasitizing wasps).

Unknown samples are submitted to the Orange County Agricultural Commissioner for identification by the county entomologist or plant pathologist.

Abiotic or nonliving factors (wind, sunburn, air pollution, etc...) are considered as possible causes of observed symptoms as well as biotic (living) factors.

B. Weeds *(a minimum of one must be selected)*

Field personnel are trained to identify common weeds in the landscape.

Field personnel are trained to utilize weed life cycles to properly control weeds such as controlling crabgrass utilizing a pre-emergent herbicide applied in mid-January.

A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.

C. Diseases *(a minimum of one must be selected)*

Field personnel are trained to recognize common diseases or their signs/symptoms in the landscape.

Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.

Field personnel are trained to recognize the difference between biotic and abiotic problems.

Field personnel are trained to understand how common diseases are spread throughout the landscape.

Disease signs and symptoms are sampled and submitted to the Orange County Agricultural Commissioner for identification by the county plant pathologist.

A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.

Photographs of disease signs and symptoms are taken and compared to reference guides such as UC IPM's *Pests of Landscape Trees and Shrubs*.

D. Vertebrates *(a minimum of one must be selected)*

Field personnel are trained to recognize vertebrate pests and the damage they cause in the landscape.

Field personnel are trained to utilize vertebrate behavior to properly control the pest most effectively.

At least one field staff member is trained in vertebrate baiting and trapping.

A licensed Pest Control Adviser is on staff or contracted to properly identify vertebrate pest.

III. MONITORING FOR PESTS AND PROBLEMS

A. Insect/Mollusk Monitoring Procedures *(a minimum of three must be selected)*

Visually inspect plants for insects, mites, snail and slug damage at least monthly; recording results utilizing a method conducive to tracking changes and easy recall of data.

Yellow sticky traps are utilized to assess populations of insects.

Insects are dislodged from plants by shaking over a collection surface usually consisting of a clipboard with a white sheet of paper.

If available for a particular insect, pheromone-baited traps are utilized.

Soil-dwelling turf insects are brought to the surface for monitoring by flushing a specific area of soil (i.e. 2' x 2' grid) with plain water or a soapy water mixture.

The amount of honeydew (aphids) and frass (caterpillars) present is utilized as an indicator of population levels.

B. Weed Monitoring Procedures *(a minimum of two must be selected)*

Landscapes are inspected at least 4 times a year (early winter, early spring, summer and early fall) for weeds in order to determine if and when a weed problem exists.

Utilize site surveys to record the location, date, and severity of weed problem; recording results utilizing a method conducive to tracking changes and easy recall of data.

Count and record the number of weeds encountered at periodic intervals (e.g. every 1 to 2 feet) along a straight line transecting a landscape area or within a selected area, for example 4 sq. ft. samples done in random places in a bed or turf area.

C. Disease Monitoring Procedures *(a minimum of two must be selected)*

Landscapes are regularly checked for conditions, such as overwatering and injuries, which promote disease.

Landscapes are checked monthly, at a minimum, for disease symptoms and signs. Disease prone plants are checked more frequently.

Records are kept utilizing a method conducive to tracking changes and easy recall of data of each landscape inspection noting, date when disease signs and symptoms were first noticed and the current environmental conditions and soil moisture levels.

D. Vertebrate Monitoring Procedures *(a minimum of two must be selected)*

Landscapes are regularly inspected for vertebrate presence either by damage caused by animal, actual animal sightings, and/or droppings.

Records are kept of the absence or presence of actual vertebrates, the damage caused, and/or the presence or absence of droppings.

Maps are created and updated at least twice a year, recording area of high vertebrate damage or signs (such as gopher mounds).

IV. ACTION THRESHOLDS AND GUIDELINES

A. Insect/Mollusk Thresholds and Guidelines *(a minimum of one must be selected)*

Insect tolerance levels are established based on the public's acceptance of damage to the landscape or a certain level of nuisance pests (i.e. ants), the actual plant species in the landscape, and long-term monitoring and knowledge of pests causing the damage.

Thresholds are based on levels where reasonable control of the pest can be achieved with minimum impact on the environment.

Insect monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of aphids on a rose garden at City Hall is low, while in a native shrub border it might be considerably higher.

B. Weed Thresholds and Guidelines *(a minimum of one must be selected)*

Weed tolerance levels are established based on public safety or the public's acceptance and the resources available to manage the landscape at that level.

Weed monitoring records are utilized to rank the percentage of the landscape area infested (none, light, moderate, heavy, or very heavy) with weeds.

Public areas are ranked according to high, medium, or low level of weed control and management conducted according to levels set for each rank (see Appendix A)

C. Disease Thresholds and Guidelines *(a minimum of one must be selected)*

Disease tolerance levels are established based on the public's acceptance and the resources available to manage the landscape at the level required.

Disease monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of powdery mildew on roses at City Hall is much lower than the threshold for its presence on Euonymus in a parking lot at a city sports park.

D. Vertebrate Thresholds and Guidelines *(a minimum of one must be selected)*

Vertebrate tolerance levels are established based on public safety, the public's acceptance and the resources available to manage the landscape at the level required.

Vertebrate monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of gopher mounds in a sport field is zero, while in a native shrub border it might be two before a trapping strategy is implemented.

V. SELECTION OF APPROPRIATE MANAGEMENT METHODS

A. Insect/Mollusk Management Methods

Cultural/Mechanical/Physical Control Methods (a minimum of three methods must be selected)

Sticky barriers are applied to trunks of trees and large shrubs to prevent ants and other wingless invertebrates from plant canopies.

Small insect infestations are removed by pruning infested plant parts.

Copper bands are installed around base of trees or planting areas where snail and slug infestations are prevalent.

Plant canopies are thinned to increase light penetration to exposure certain soft-bodied insects (soft-scale) as well as snails and slugs to heat.

Strong streams of water are used to dislodge insects such as aphids and whiteflies, from leaves.

Avoid use of plants that snails and slugs use for shelter.

Avoid irrigating between 5pm and 5am when moisture remains on plant material for several hours.

Biological Control Methods (a minimum of one method must be selected)

Persistent broad-spectrum pesticides are avoided, especially if biological control of an insect has been established by UC researchers. Examples include parasitoid wasps controlling *Eugenia Psyllids*, Giant Whitefly, and Ash Whitefly.

Natural predators (beneficial insects) are augmented with purchases of additional predators from commercially available resources.

Pesticide Control Methods (a minimum of five methods from must be selected)

The most selective, rather than broad-spectrum, pesticide is used

If available for controlling a particular insect, biological and botanical pesticides are selected

Insecticidal soaps are utilized to control infestations of soft-bodied insects such as aphids, thrips, and immature scales.

Horticultural oils (neem oil and narrow-range refined oils) are utilized to control infestations of soft-bodied immature and adult insects such as aphids, scales, and whiteflies.

Pesticides are only utilized when the potential for impacts to the environment, especially water quality, are minimized.

Equipment is calibrated prior to the application of the insecticide to avoid excess material being applied to the landscape environment.

Applicators are trained to not apply pesticides to hard surfaces and to not allow any pesticide to enter the storm drain system

Spot treatments are utilized rather than broadcast methods

Insecticide/fertilizer combinations are only used if appropriate timing for BOTH the insecticide application and the fertilizer application.

B. Weed Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

Timers are set to avoid overwatering as weeds establish in areas where soil moisture is excessive.

Drainage is managed to avoid wet areas.

Weeds are removed from a site prior to planting.

Mower height is adjusted to turf species and time of year.

Mower is washed after mowing a weedy site.

Hand-pulling, mowing, trimmers/brushcutters, flaming, hoeing, and rototilling around landscape plants are the main methods utilized to control annual weeds and young perennial weeds.

Soil solarization is utilized to control some annual and perennial weed species.

Bare soil areas are covered with a thick layer of mulch to suppress weeds and conserve soil moisture.

Soil, mulch, and plant material is weed-free before it is introduced into the landscape.

Pesticide Control Methods (a minimum of three methods must be selected)

Spot treatments are utilized rather than broadcast methods.

Herbicide/fertilizer combinations are only used if appropriate timing for BOTH the herbicide application and the fertilizer application.

Herbicides are utilized according to established thresholds (see Appendix A).

Organically acceptable herbicides (shown to be effective through science-based research) are used where appropriate.

Herbicides are applied to the stage of weed growth most susceptible to the chemical.

Equipment is calibrated prior to the application of the herbicide to avoid excess material being applied to the landscape environment.

C. Disease Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

Prune out and dispose of localized areas of diseased plants.

Pathogen-infested plant parts are removed from the soil surface area to reduce certain pathogens (e.g. Camellia Petal Blight).

Pruning tools are sterilized (e.g. a diluted bleach solution) between plants to prevent the spread of pathogen to other plants.

Proper irrigation and fertilization are maintained to prevent plant stress, water-logging, and subsequent susceptibility to disease.

Soil solarization is utilized to control soil pathogens in annual beds where it is most effective.

Mulch is kept at least 6" from base of plants to avoid excessive moisture around crown possibly resulting in crown rots and is no deeper than 4"

Replace disease-prone plants with non-susceptible species.

Pesticide Control Methods (a minimum of two methods must be selected)

Preventative fungicides and bactericides are only used where diseases can be predicted from environmental conditions and applied prior to infection or the appearance of symptoms.

Synthetic fungicides are used sparingly in the landscape and only in high visibility areas in order to minimize development of resistance.

Organic fungicides and bactericides are utilized in combination with cultural, mechanical, and physical control methods in order to improve their effectiveness.

Copper-based fungicides are only utilized in situations where its entry into surface runoff and storm drains is virtually impossible and after consultation with PCA and IPM coordinator.

Mycopesticides, commercially available beneficial microorganisms, are used where appropriate.

Fungicides classes are rotated to avoid resistance.

D. Vertebrate Management Methods

Cultural and Physical Control Methods (a minimum of two methods must be selected)

Groundcovers are maintained such that they do not harbor rats.

Shrubs pruned at least 1 foot from the ground (rats).

Sources of drinking water removed (leaky faucets, puddles).

Trash cans have lids and are emptied daily (rats).

Screens or other barriers installed under structures that have a space between soil and floor (rabbits).

Habitat modification, based on pest biology is used to reduce shelter.

Trapping is used for gophers when safe and practical.

Kill traps used for ground squirrels and rabbits, are checked daily, and in places not accessible by children or non-target animals.

Gas cartridges are used for ground squirrels according to UC recommendations.

Pesticide Control Methods (a minimum of two methods must be selected)

Anti-coagulant baits are used and applied according to label and UC recommendations.

Bait is applied in a manner that non-target animals do not access to it.

Restricted use rodenticides, aluminum or zinc phosphide, are used only after applicator has been trained for that product or only by a wildlife management contractor.

VI. GENERAL PESTICIDE MANAGEMENT PRACTICES

(all practices listed below must be selected)

Restricted use pesticides are only used when no other alternatives are practical.

If pesticides are necessary, CAUTION-labeled pesticides are considered before more toxic alternatives.

Only small quantities of pesticides are purchased eliminating the need for stockpiling.

MSDSs are regularly updated to reflect new pesticides or label changes to pesticides in storage.

Appendix A

Ranking public areas for weeds (or other pest) management:

Areas ranked as **HIGH** may include areas that the public sees and expects to be well-maintained.

Examples are entrances to public buildings such as city hall and libraries.

These areas are allowed to use pesticides based on established thresholds.

Areas ranked as **MEDIUM** may include areas the public sees but does not expect a high level of maintenance. Examples are landscaped areas away from the entrance, recreational and picnic areas. These areas can tolerate a higher level of weeds.

These areas are allowed to use pesticides but the threshold is much higher and pesticides are used infrequently and only after consultation with IPM coordinator.

Areas ranked as **LOW** may include areas the public rarely sees or does not expect a high level of maintenance. Examples are medians, landscaped areas in parking lots, wildlands. These areas can tolerate a higher level of weeds.

These areas are not allowed to use pesticides except in extreme cases and only after consultation with IPM coordinator.

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

CITY OF LAKE FOREST
MEDIAN, PARKWAY, AND SLOPE LANDSCAPE MAINTENANCE SERVICES SCHEDULE
OF SERVICES

1.00 HOURS AND DAYS OF MAINTENANCE SERVICES

- 1.01 The basic daily hours of maintenance service shall be 9:00 a.m. to 3:00 p.m. on main or arterial streets and 8:00 a.m. to 5:00 p.m. on residential streets as well as within the City's parks, which shall be considered normal work hours as may pertain to any other provision of the Contract. Any changes in the hours of operation heretofore prescribed shall be subject to approval by the Public Works Manager.
- 1.02 Contractor shall provide staffing to perform the required maintenance services during the prescribed hours five (5) days per week, Monday through Friday. Any changes in the days of operation heretofore prescribed shall be subject to approval by the Public Works Manager.
- 1.03 The use of power tools is prohibited daily between 10:00 p.m. and 7:00 a.m., and all day on Sundays and Holidays, except under emergency circumstances as approved by the Public Works Manager.

2.00 HOLIDAY SCHEDULES

- 2.01 In observance of City Holiday's, City Hall will be closed as follows (observance days subject to change each calendar year):
- | | |
|---------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Day |

3.00 MEDIANS, PARKWAYS, AND SLOPE MAINTENANCE

- 3.01 The scope of work for medians, parkways, and slope landscape maintenance shall be completed on a weekly basis. Failure to comply with the scope of work for landscape maintenance shall result in a performance deduction.

4.00 MAINTENANCE SCHEDULES

- 4.01 Contractor shall assist the City with developing a recommended annual pruning program including personnel and vehicles that would be required to complete the project.
- 4.02 The Contractor shall provide the Public Works Manager and Landscape Inspectors with a weekly schedule submitted the Friday before the week of the scheduled work. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.

EXHIBIT "C"
COMPENSATION

CITY OF LAKE FOREST
MEDIAN, PARKWAY, & SLOPE MAINTENANCE SERVICES
COMPENSATION

Contractor shall be paid for work described in Exhibit "A" Scope of Services and a not-to-exceed amount of four million thirty-six thousand six-hundred eighty dollars (4,036,680.00) based on the following schedule.

Schedule A - Maintenance Costs

The Contractor's monthly maintenance cost in Schedule A shall include the following as defined and described in Exhibit "A" Scope of Maintenance Services: general and daily maintenance; weekly weed control, turf grass maintenance, and irrigation maintenance; bi-weekly landscape maintenance; monthly pest and rodent control; and fertilization.

Item Number	Description	Units	Quantity	Unit Cost	Annual Total
	Schedule A - Maintenance Costs				
1	Bake Pkwy from Jeronimo Rd. to Toledo Way	Monthly	12	\$400.00	\$4,800.00
2	Bake Pkwy from Toledo Way to Trabuco Rd	Monthly	12	\$162.00	\$1,944.00
3	Dimension Dr. from Lake Forest Dr. to Linear Ln.	Monthly	12	\$86.00	\$1,032.00
4	El Toro Rd. from Santa Margarita Pkwy to 2,415 ft. south	Monthly	12	\$619.00	\$7,428.00
5	Jeronimo Rd. from Jeronimo Ln to Lake Forest Dr.	Monthly	12	\$852.00	\$10,224.00
6	Jeronimo Rd. from Jeronimo Ln to Lake Forest Dr.	Monthly	12	\$190.00	\$2,280.00
7	Jeronimo Rd from Shadowfax Dr to Eldamar Ave	Monthly	12	\$333.00	\$3,996.00
8	Lake Forest Dr from Rockfield Blvd to Muirlands Blvd	Monthly	12	\$485.00	\$5,820.00
9	Lake Forest Dr from Muirlands Blvd to Overlake Dr	Monthly	12	\$600.00	\$7,200.00
10	Lake Forest Dr from Jeronimo Rd to Toledo Way	Monthly	12	\$324.00	\$3,888.00

11	Lake Forest Dr from Toledo Way to Serrano Rd	Monthly	12	\$619.00	\$7,428.00
12	Lake Forest Dr from Old Trabuco Rd to Newvale Dr	Monthly	12	\$38.00	\$456.00
13	Lake Forest Dr	Monthly	12	\$29.00	\$348.00
14	El Toro Rd west of Muirlands Dr	Monthly	12	\$10.00	\$120.00
15	El Toro Rd east of Muirlands Dr	Monthly	12	\$10.00	\$120.00
16	Lake Forest Dr from 241 Tollroad to Dimension	Monthly	12	\$1,437.00	\$17,244.00
17	Lake Forest Dr from Sterling Dr to Fernleaf Dr	Monthly	12	\$19.00	\$228.00
18	Lake Forest Dr from Fernleaf Dr to entrance of Ridgecliff	Monthly	12	\$38.00	\$456.00
19	Lake Forest Dr from entrance of Ridgecliff to Pittsford Dr	Monthly	12	\$29.00	\$348.00
20	Lake Forest Dr from Pittsford Dr to Vintage Woods Rd	Monthly	12	\$29.00	\$348.00
21	Lake Forest Dr from Country Glenn to Autumn Glenn	Monthly	12	\$57.00	\$684.00
22	Ridge Route Dr from Gowdy Ave to Muirlands Blvd	Monthly	12	\$2,556.00	\$30,672.00
23	Ridge Route Dr from Muirlands Blvd to AT&SF Railroad	Monthly	12	\$64.00	\$768.00
24	Ridge Route Dr from Muirlands Blvd to AT&SF Railroad	Monthly	12	\$162.00	\$1,944.00
25	Ridge Route Dr from (northeast side) Lake Forest I Clubhouse to Overlake Dr	Monthly	12	\$256.00	\$3,072.00
26	Ridge Route Dr from (northeast side) Lake Forest I Clubhouse to Overlake Dr	Monthly	12	\$228.00	\$2,736.00
27	Ridge Route Dr from AT&SF Railroad to Jeronimo Rd	Monthly	12	\$341.00	\$4,092.00
28	Ridge Route Dr from Jeronimo to Costa Bella	Monthly	12	\$298.00	\$3,576.00
29	Trabuco Rd from Lake Forest Dr to El Toro Rd	Monthly	12	\$600.00	\$7,200.00
30	Trabuco Rd from 385 ft. north to Manalastas Dr	Monthly	12	\$170.00	\$2,040.00

31	Between Toledo Way and Toledo Ln Bake Pkwy to Clubhouse II, Inside The Keys	Monthly	12	\$341.00	\$4,092.00
32	Between Toledo Way and Toledo Ln from Bake Pkwy to Clubhouse II, Inside The Keys	Monthly	12	\$57.00	\$684.00
33	Bake Pkwy (east side) from Jeronimo Rd to Toledo Way	Monthly	12	\$1,095.00	\$13,140.00
34	Ridge Route Dr from Rockfield Dr to Elrond	Monthly	12	\$476.00	\$5,712.00
35	El Toro Rd (both sides) from Raton Rd northerly to 630 ft. east of Railroad Overpass	Monthly	12	\$2,665.00	\$31,980.00
36	El Toro Rd (south side) from Aliso Park Dr to Trabuco Rd	Monthly	12	\$571.00	\$6,852.00
37	El Toro Rd and Aliso Park Dr northerly from Aliso Park Dr 800 ft. and the area between El Toro Rd and bike trail	Monthly	12	\$286.00	\$3,432.00
38	El Toro Rd (south side) from Raintree Ln west on bike trail	Monthly	12	\$7,241.00	\$86,892.00
39	El Toro Rd (south side) from Raintree Ln west on bike trail	Monthly	12	\$381.00	\$4,572.00
40	El Toro Rd (east side) from Raintree Ln to 125 ft. west of Desty Ln	Monthly	12	\$1,895.00	\$22,740.00
41	El Toro Rd (east side) from Raintree Ln to 125 ft. west of Desty Ln	Monthly	12	\$314.00	\$3,768.00
42	Serano Rd (east side) across from Wagar	Monthly	12	\$639.00	\$7,668.00
43	El Toro Rd (south side) 1,300 ft. east of Summerwood easterly 400 ft.	Monthly	12	\$639.00	\$7,668.00
44	El Toro Rd (south side) 1,300 ft. east of Summerwood easterly 400 ft.	Monthly	12	\$1,999.00	\$23,988.00
45	El Toro Rd (south side) from Summerwood Way east to Normandale Dr	Monthly	12	\$3,390.00	\$40,680.00

46	El Toro Rd (south side) from Summerwood Way east to Normandale Dr	Monthly	12	\$1,618.00	\$19,416.00
47	El Toro Rd (south side) from Normandale Dr and Glen Meadows Dr	Monthly	12	\$1,384.00	\$16,608.00
48	El Toro Rd (south side) from Normandale Dr and Glen Meadows Dr	Monthly	12	\$523.00	\$6,276.00
49	El Toro Rd (south side) from Glen Meadows Dr to Santa Margarita Pkwy	Monthly	12	\$958.00	\$11,496.00
50	El Toro Rd (south side) from Glen Meadows Dr to Santa Margarita Pkwy	Monthly	12	\$228.00	\$2,736.00
51	Jeronimo Rd (west side) from 200 ft. north of Heidi Ave to Bake Pkwy then west 760 ft.	Monthly	12	\$352.00	\$4,224.00
52	Jeronimo Rd (east side) from Bake Pkwy to Lake Forest Dr	Monthly	12	\$761.00	\$9,132.00
53	Jeronimo Rd (east side) from Lake Forest Dr to Anthony Dr	Monthly	12	\$95.00	\$1,140.00
54	Jeronimo Rd (east side) from Ridge Route to Rivendell Rd	Monthly	12	\$152.00	\$1,824.00
55	Jeronimo Rd (east side) from Cherry Ave to Aliso Creek	Monthly	12	\$38.00	\$456.00
56	Lake Forest Dr (south side) from Muirlands Blvd to Overlake Dr	Monthly	12	\$1,827.00	\$21,924.00
57	Lake Forest Dr (west side) from AT&SF Railroad to Jeronimo Rd	Monthly	12	\$800.00	\$9,600.00
58	Lake Forest Dr (south side) from Jeronimo Rd to Toledo Way	Monthly	12	\$143.00	\$1,716.00
59	Lake Forest Dr (north side) from Shadyvale Ln to Serrano Rd	Monthly	12	\$428.00	\$5,136.00
60	Lake Forest Dr (south side) from Toledo Way to Buffwood Way	Monthly	12	\$761.00	\$9,132.00
61	Lake Forest Dr (south side) from Buffwood Way to Chinook	Monthly	12	\$1,428.00	\$17,136.00

62	Lake Forest Dr (south side) from Chinook to 395 ft. east	Monthly	12	\$76.00	\$912.00
63	Serrano Rd (west side) to Shasta Lake Rd	Monthly	12	\$609.00	\$7,308.00
64	Serrano Rd (east side) from Lake Forest Dr to Mohawk Dr	Monthly	12	\$761.00	\$9,132.00
65	Serrano Rd (east side) from Shoshone Dr to Ridge Route Dr	Monthly	12	\$162.00	\$1,944.00
66	Serrano Rd (north side) from Greenwood Ln to Silver Spur	Monthly	12	\$190.00	\$2,280.00
67	Toledo Way from Clubhouse II to 800 ft. north	Monthly	12	\$305.00	\$3,660.00
68	Toledo Way (east side) from Lake Forest Dr to Rimview	Monthly	12	\$438.00	\$5,256.00
69	Toledo Way (west side) from Elkwood east to end of block wall then Elkwood west to 50 ft. (within fenced area)	Monthly	12	\$647.00	\$7,764.00
70	Toledo Way (east side) from Timberland Way north to end of block wall then Timberland Way south to 400 ft.	Monthly	12	\$95.00	\$1,140.00
71	Muirlands Blvd (east side) from Lake Forest Dr to Murin Isle Ln	Monthly	12	\$1,808.00	\$21,696.00
72	Muirlands Blvd (west side) from Dylan Ave to Ridge Route Dr	Monthly	12	\$105.00	\$1,260.00
73	Muirlands Blvd (east side) from Lourmont Dr to Entrados Dr	Monthly	12	\$504.00	\$6,048.00
74	Muirlands Blvd (east side) from Entrados Dr to La Vaca St	Monthly	12	\$152.00	\$1,824.00
75	Muirlands Blvd (east side) from Entrados Dr to Cavanaugh Rd	Monthly	12	\$171.00	\$2,052.00
76	Muirlands Blvd (west side) from El Gato Way to El Toro Rd	Monthly	12	\$219.00	\$2,628.00
77	Muirlands Blvd (west side) from El Gato Way to El Toro Rd	Monthly	12	\$171.00	\$2,052.00
78	Ridge Route Dr (south side) from Rockfield Blvd to El Rond	Monthly	12	\$476.00	\$5,712.00
79	Ridge Route Dr (south side) from Coleford to Tunnel	Monthly	12	\$209.00	\$2,508.00

80	Ridge Route Dr (south side) from Jeronimo to Costa Bella	Monthly	12	\$10.00	\$120.00
81	Ridge Route Dr (north side) from AT&SF Railroad to Jeronimo Rd	Monthly	12	\$895.00	\$10,740.00
82	Ridge Route Dr (south side) from AT&SF Railroad to Jeronimo Rd	Monthly	12	\$133.00	\$1,596.00
83	Ridge Route Dr (north side) from Serrano Rd to Shoshone Dr	Monthly	12	\$95.00	\$1,140.00
84	Ridge Route Dr (north side) from Shoshone Dr to Trabuco Rd	Monthly	12	\$76.00	\$912.00
85	Ridge Route Dr (south side) from Serrano Rd to Chaparral St	Monthly	12	\$76.00	\$912.00
86	Ridge Route Dr (south side) from Chaparral Ln to Trabuco Rd	Monthly	12	\$219.00	\$2,628.00
87	Los Alisos (south side) from Muirlands to AT&SF Railroad	Monthly	12	\$1,180.00	\$14,160.00
88	Trabuco Rd (east side) from northeast corner of Treeline	Monthly	12	\$476.00	\$5,712.00
89	Trabuco Rd (west side) from Ridge Route Dr to north end	Monthly	12	\$638.00	\$7,656.00
90	Trabuco Rd (west side) from Ridge Route Dr southerly 1,250 ft.	Monthly	12	\$419.00	\$5,028.00
91	Route Lake Forest Dr (east side), Old Trabuco Rd to Trabuco Rd	Monthly	12	\$426.00	\$5,112.00
92	Route Lake Forest Dr (east side), Old Trabuco Rd to Trabuco Rd	Monthly	12	\$952.00	\$11,424.00
93	Trabuco Rd (east side) from 385 ft. north to 70 ft. south of Manalastas	Monthly	12	\$95.00	\$1,140.00
94	El Toro Rd (north side) from Toledo Way to Serrano Rd	Monthly	12	\$532.00	\$6,384.00
95	El Toro Rd (north side) from Toledo Way to Serrano Rd	Monthly	12	\$247.00	\$2,964.00
96	El Toro Rd (south side) from Toledo Way to Serrano Rd	Monthly	12	\$152.00	\$1,824.00

97	El Toro Rd (south side) from Toledo Way to Serrano Rd	Monthly	12	\$67.00	\$804.00
98	Cherry Ave from Princeton Way to Trabuco Rd	Monthly	12	\$341.00	\$4,092.00
99	Cherry Ave from Princeton Way to Trabuco Rd	Monthly	12	\$67.00	\$804.00
100	Trabuco Rd (east side) from El Toro Rd to apartment complex entrance	Monthly	12	\$106.00	\$1,272.00
101	El Toro Rd (south side) from Trabuco to Serrano	Monthly	12	\$341.00	\$4,092.00
102	El Toro Rd (south side) from Trabuco to Serrano	Monthly	12	\$67.00	\$804.00
103	Creekside Dr (both sides) from El Toro Rd to Sunlight Creek	Monthly	12	\$171.00	\$2,052.00
104	Ridge Route Dr (south side) from Gowdy Ave to Rockfield Blvd	Monthly	12	\$1,065.00	\$12,780.00
105	Ridge Route Dr (north side) from Rockfield Blvd to Muirlands Blvd	Monthly	12	\$852.00	\$10,224.00
106	Ridge Route Dr (south side) from Jeronimo Rd to Costa Bella Dr	Monthly	12	\$67.00	\$804.00
107	Ridge Route Dr (north side) from 75 ft. west of Costa Bella Dr to 75 ft. east of Costa Bella Dr	Monthly	12	\$86.00	\$1,032.00
108	Chaparral Ln (east side) from Lantern Ln to Chestnut	Monthly	12	\$10.00	\$120.00
109	Lake Forest Dr (south side) from Rockfield Blvd to Aspan St	Monthly	12	\$143.00	\$1,716.00
110	Lake Forest Dr (south side) from Aspan St to Mountain View apartments	Monthly	12	\$1,009.00	\$12,108.00
111	Rockfield Blvd (east side) from Lake Forest Dr to Boeing Ln	Monthly	12	\$143.00	\$1,716.00
112	Rockfield Blvd (east side) from Boeing Ln to Ridge Route Dr	Monthly	12	\$256.00	\$3,072.00
113	Rockfield Blvd (east side) from Ridge Route Dr to Gondor Dr	Monthly	12	\$405.00	\$4,860.00

114	Rockfield Blvd (east side) from Gondor Dr to Duaea Dr	Monthly	12	\$447.00	\$5,364.00
115	Rockfield Blvd (west side) from Ridge Route Dr to White Dove St	Monthly	12	\$1,129.00	\$13,548.00
116	Rockfield Blvd (west side) from White Dove St to 250 ft. south	Monthly	12	\$21.00	\$252.00
117	Los Aliso Blvd (north side) from Jeronimo Rd to 500 ft. easterly	Monthly	12	\$67.00	\$804.00
118	Jeronimo Rd (east side) from Laurelwood St to Los Alisos Blvd	Monthly	12	\$67.00	\$804.00
119	Jeronimo Rd (west side) from Ridge Routh Dr to Tunnel	Monthly	12	\$447.00	\$5,364.00
120	Jeronimo Rd (east side) from Woodshadow Ln east to Rollingwood Rd	Monthly	12	\$476.00	\$5,712.00
121	Laurelwood St from north end of block wall	Monthly	12	\$19.00	\$228.00
122	El Toro Rd (south side) from Destry to Normandale	Monthly	12	\$554.00	\$6,648.00
123	El Toro Rd (south side) from Destry to Normandale	Monthly	12	\$133.00	\$1,596.00
124	Jeronimo Rd (west side) from Lake Forest Dr to Eagle St	Monthly	12	\$219.00	\$2,628.00
125	Toledo Way (west side) from Lake Forest Dr to Eagle St	Monthly	12	\$190.00	\$2,280.00
126	Serrano Rd (west side) from Lake Forest Dr to Dayton Rd	Monthly	12	\$67.00	\$804.00
127	Serrano Rd (east side) from Mohawk Rd to Shoshone Dr	Monthly	12	\$95.00	\$1,140.00
128	Serrano Rd (west side) from School Boundry to Wagner St	Monthly	12	\$10.00	\$120.00
129	Serrano Rd (west side) from Wagner St to El Toro Rd	Monthly	12	\$19.00	\$228.00
130	Cherry Ave (south side) from Esrose Court to Mina Court	Monthly	12	\$95.00	\$1,140.00
131	Cherry Ave (south side) from Mina Court to 2nd Ave	Monthly	12	\$95.00	\$1,140.00

132	Old Trabuco Rd (west side) from Lake Forest Dr to end	Monthly	12	\$476.00	\$5,712.00
133	Santa Margarita Pkwy from El Toro Rd to City Limit	Monthly	12	\$4,949.00	\$59,388.00
134	Santa Margarita Pkwy from El Toro Rd to City Limit	Monthly	12	\$286.00	\$3,432.00
135	El Toro Rd from Portola to east End of City	Monthly	12	\$857.00	\$10,284.00
136	Lake Forest Dr (north side) from Toledo to Serrano Rd	Monthly	12	\$381.00	\$4,572.00
137	Serrano Rd (east side) across from Silver Spur	Monthly	12	\$10.00	\$120.00
138	Trabuco Rd (east side) from Cemetery to 1,000 ft. past Rimview	Monthly	12	\$213.00	\$2,556.00
139	The Arbors, El Toro from I-5 to Muirlands Blvd	Monthly	12	\$234.00	\$2,808.00
140	The Arbors, El Toro from I-5 to Muirlands Blvd	Monthly	12	\$2,113.00	\$25,356.00
141	Lake Forest Dr to Railroad Grade Separation	Monthly	12	\$1,904.00	\$22,848.00
142	Trabuco Rd from Lake Forest Dr to Bake Pkwy	Monthly	12	\$800.00	\$9,600.00
143	Trabuco Rd from Lake Forest Dr to Bake Pkwy	Monthly	12	\$800.00	\$9,600.00
144	Alton Pkwy from Towncenter Dr to Dimension	Monthly	12	\$581.00	\$6,972.00
145	Jeronimo Rd from El Toro to Los Alisos	Monthly	12	\$685.00	\$8,220.00
146	Rockfield from El Toro Rd to Los Alisos	Monthly	12	\$581.00	\$6,972.00
147	Rancho Pkwy from Lake Forest Dr to Portola Pkwy	Monthly	12	\$581.00	\$6,972.00
148	End of Ridge Route	Monthly	12	\$619.00	\$7,428.00
149	Alton Parkway Medians	Monthly	12	\$638.00	\$7,656.00
150	Muirlands/Los Alisos-Empty Lot	Monthly	12	\$162.00	\$1,944.00
151	Pedroso open space	Monthly	12	\$390.00	\$4,680.00
152	Normandale open space	Monthly	12	\$219.00	\$2,628.00
153	Saddleback Ranch Road Medians	Monthly	12	\$181.00	\$2,172.00

154	Broken Bow open space	Monthly	12	\$780.00	\$9,360.00
155	Whispering Hills Park Site	Monthly	12	\$171.00	\$2,052.00
156	Portola Parkway Medians (SR241-El Toro)	Monthly	12	\$314.00	\$3,768.00
157	Mamie Thomas Parcel	Monthly	2	\$305.00	\$610.00
158	Jeronimo Road Slope	Monthly	12	\$133.00	\$1,596.00
159	Bake and South Pointe Dr.	Monthly	12	\$19.00	\$228.00
160	Olivewood Elementary School	Monthly	6	\$1,033.00	\$6,198.00
161	Twig Street Alley (Maintenance Easement)	Monthly	2	\$158.00	\$316.00
	Schedule A - Annual Total				\$1,047,140.00
	Schedule A - 3 Year Total				\$3,141,420.00

Schedule B – Tree and Plant Material Installed Costs

Item Number	Description	Units	Quantity	Unit Cost	Annual Total
	Schedule B – Tree and Plant Material Installed Costs				
1	Fifteen (15) gallon tree with stakes and ties	Each	100	\$92.00	\$9,200.00
2	Twenty-four (24) inch box tree with stakes and ties	Each	20	\$275.00	\$5,500.00
3	Thirty-six (36) inch box tree with stakes and ties	Each	10	\$332.00	\$3,320.00
4	Annual Color	Flats	100	\$32.00	\$3,200.00
5	Ground Cover	Flats	1,000	\$30.00	\$30,000.00
6	One (1) Gallon Shrub	Each	2,000	\$10.00	\$20,000.00
7	Five (5) Gallon Shrub	Each	1,000	\$30.00	\$30,000.00
8	Fifteen (15) Gallon Shrub	Each	400	\$71.00	\$28,400.00
9	Seeded Turf	SF	50,000	\$0.95	\$47,500.00
10	Sodded Turf	SF	2,000	\$1.38	\$2,760.00
11	Stolonized Turf	SF	800	\$1.00	\$800.00
12	Tree Pruning Per Section 16.00	Each	200	\$58.00	\$11,600.00
13	Tree Removals Per Section 17.00	Each	100	\$145.00	\$14,500.00
14	Install Mulch (Recycled Organic)	Cu. Yds.	1,978	\$30.00	\$59,340.00

	Schedule B - Annual Total				\$266,120.00
	Schedule B - 3 Year Total				\$798,360.00

Schedule C – Repair Costs

Item Number	Description	Units	Quantity	Unit Cost	Annual Total
	Schedule C - Repair Costs				
1	Hunter 1-40 Pop Up		35	\$53.00	\$1,855.00
2	Hunter 1-25 Pop Up		125	\$35.00	\$4,375.00
3	Hiunter 1-20 Pop Up		175	\$19.00	\$3,325.00
4	Hunter 1-10		175	\$0.00	\$0.00
5	Hunter PGH 12" Pop Up		130	\$16.00	\$2,080.00
6	Hunter PGP ADJ Pop Up		325	\$9.25	\$3,006.25
7	Rain Bird 1804 SAM PRS W/ VAN Nozzle		75	\$6.25	\$468.75
8	Rain Bird 1806 SAM PRS W/ VAN Nozzle		75	\$13.50	\$1,012.50
9	Rain Bird 1812 SAM PRS W/ VAN Nozzle		75	\$16.50	\$1,237.50
10	Rain Bird 1" RCV GB-Series		10	\$0.00	\$0.00
11	Rain Bird 1-1/2" RCV GB-Series		10	\$0.00	\$0.00
12	Rain Bird 2" RCV GB-Series		10	\$0.00	\$0.00
13	Superior 3" Non Pressure Regulating Brass Valve		5	\$835.00	\$4,175.00
14	Rain Bird 3"- Quick Coupling Valve		15	\$47.00	\$705.00
15	Rain Bird 1" 44-RC Quick Coupling Valve		10	\$90.00	\$900.00
16	Plastic/ Rectangular RCV Box W/ Lid		50	\$36.00	\$1,800.00
17	Plastic/ Round QCV Box W/ Lid		25	\$26.00	\$650.00
18	Rain Bird 1" Valve Replacement Diaphragm		30	\$30.00	\$900.00
19	Rain Bird 1-1/2" Valve Replacement Diaphragm		15	\$44.00	\$660.00
20	Rain Bird RCV Replacement Solenoid		15	\$35.00	\$525.00
21	Rototill	SF	7,500	\$0.15	\$1,125.00
22	Soil Test	Each	30	\$75.00	\$2,250.00

23	Mechanical Trenching	LF	1,000	\$1.25	\$1,250.00
	Schedule C - Annual Total				\$32,300.00
	Schedule C - 3 Year Total				\$96,900.00

Schedule	Annual Total	3- Year Total
Schedule A	\$1,047,140.00	\$3,141,420.00
Schedule B	\$266,120.00	\$798,360.00
Schedule C	\$32,300.00	\$96,900.00
Annual Total – Schedules A-C	\$1,345,560.00	
Total 3-Year Agreement		\$4,036,680.00

Schedule D – Labor Rates for Any Requested Extra Maintenance Work

Extra Work is defined as any work that is not included in the monthly proposal cost as described in the proposal and Exhibit A Maintenance Scope of Work. Extra work can include, but is not limited to, certain types of irrigation repairs; certain types of cleaning, repair and replacement of fences, gates, locks, windscreens, hardscape, backflows, storm drain structures, and other equipment and/or material as necessary or as directed. Rare plants, non-standard plant sizes, or extraordinary circumstances as determined by the City shall be considered extra work.

Description	Normal Business Hours Rate	Emergency Response/ After Hours Rate
Landscape Maintenance Supervisor	\$68.00	\$136.00
Landscape Foreman	\$45.00	\$90.00
Irrigation Specialist	\$54.00	\$108.00
Landscape Maintenance Laborer	\$38.00	\$76.00
Certified Arborist	\$275.00	\$462.00
QAC	\$60.00	\$120.00

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability and Contractor's Pollution Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

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

(B) Automobile Liability:

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

(C) Workers' Compensation:

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

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has

received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.